

3 July 2018

Todd Teachout
Interim City Engineer
City of Emeryville
1333 Park Avenue
Emeryville, California 94608

Subject: Proposal for Additional Environmental Services Related to Investigation
 of Area I
 Horton Landing Park Expansion
 Emeryville, California
 (EKI B70013.01)

Dear Mr. Teachout:

EKI Environment & Water, Inc. ("EKI") is pleased to submit this proposal for additional environmental services related to investigation of Area I, which is anticipated to be incorporated into the redevelopment of the Horton Landing Park property (the "HLP Site") in Emeryville, California. EKI services are proposed to be provided on behalf of our client, the City of Emeryville ("City"; "Client"), in accordance with terms in our agreement dated 13 October 2017 ("Original Agreement"). It is EKI's understanding that the City is in the process of purchasing Area I, a 0.15-acre parcel, from Union Pacific Railroad ("UPRR") and redeveloping the HLP Site, including Area I, as part of the Emeryville Greenway that extends to the north and as part of the pedestrian bridge to be constructed across the railroad tracks to the west to connect to the Bay Street development.

It is EKI's understanding that the City is acting as the Lead Agency under a Memorandum of Understanding ("MOU") with the California Department of Toxic Substances Control ("DTSC") and the San Francisco Bay Regional Water Quality Control Board ("SFRWQCB"). Ms. Susan G. Colman is acting as Brownfields Site Manager ("Site Manager") who will provide regulatory and technical support to the City. It is assumed that the Site Manager will confer with DTSC for review and approval of documents, as needed, in relation to the HLP Site.

A soil investigation of Area I was conducted in mid-June 2018 in accordance with the *Work Plan for Soil Investigation at Area I* ("Work Plan"), dated 30 April 2018 (EKI, 2018).

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The Work Plan was reviewed by the Site Manager. The scope of work included in the Work Plan was discussed in a conference call with the Site Manager, City, and EKI on 26 April 2018. To complete the scope of work outlined in the Work Plan and support the City's purchase process for Area I, additional services were conducted as in addition to the proposed scope of work in the Original Agreement.

SCOPE OF WORK

Additional services completed to date for investigation of Area I include the following:

- Coordinated with UPRR for access and flagging services to conduct the Area I soil investigation. Coordinated with subcontractors to submit appropriate documentation to meet UPRR insurance requirements.
- Pre-staked approximate Area I property boundary to ensure that sampling locations were within the property boundary as the property boundary survey was being conducted at the same time as the investigation fieldwork due to UPRR's availability for flagging services.
- Drilled one additional boring using a hollow stem auger ("HSA"). Extended drilling depth up to 7 feet below ground surface ("bgs") to encounter top of native soil.
- Collected and analyzed the following additional soil samples:
 - One additional composite soil sample for Title 22 metals, total petroleum hydrocarbons ("TPH") as gasoline ("TPH-g"), TPH as diesel ("TPH-d"), TPH as motor oil ("TPH-mo"), polychlorinated biphenyls ("PCBs"), organochlorine pesticides, semi-volatile organic compounds ("SVOCs"), and as needed waste characterization analyses;
 - Six additional discrete soil samples for Title 22 metals, TPH-d, TPH-mo, and VOCs (as identified in Work Plan); and
 - Soil samples analyzed on faster turnaround time based on scheduled fieldworks dates based on UPRR's availability for flagging services.
- Prepared draft report text to accompany summary tables and figures that were prepared as part of the Original Agreement scope of work. Submitted draft report to City for review. Addressed City comments and compiled draft report for UPRR review.

Additional services to be completed for investigation of Area I include the following:

- Respond to UPRR comments on draft report.
- Submit draft report to Site Manager, respond to comments, and issue final report.

It is assumed that one round of response to UPRR, Site Manager, and/or DTSC comments would be performed and that only electronic copies of the finalized report would be required.

COMPENSATION FOR CONSULTING SERVICES

Inasmuch as the exact level of effort to complete the proposed Scope of Work cannot be identified at this time, compensation for consulting services by EKI Environment & Water, Inc. will be on a time and expense reimbursement basis in accordance with our current Schedule of Charges, dated 1 January 2018, attached. We propose a budget of \$14,900 for the performance of work described above, which will not be exceeded without additional authorization.

We assume that the City will provide a written amendment to our Agreement providing specific work authorization for this project for EKI review and approval.

We are pleased to have the opportunity to work with you on this project. Please call if you have any questions or wish to discuss these matters in greater detail.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.



Joy Su, P.E.
Project Manager



Earl James, P.G.
Vice President

Attachments: Schedule of Charges, dated 1 January 2018

Client/Address: City of Emeryville

Andrew Clough
1333 Park Avenue
Emeryville, CA 94608

**Proposal/Agreement Date: 3 July 2018****EKI Project # B70013.01****SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.¹****1 January 2018**

<u>Personnel Classification</u>	<u>2018 Standard Hourly Rate</u>	<u>Discounted Hourly Rate (5% discount)</u>
Officer and Chief Engineer-Scientist	280	266
Principal Engineer-Scientist	270	257
Supervising I, Engineer-Scientist	260	247
Supervising II, Engineer-Scientist	250	238
Senior I, Engineer-Scientist	238	226
Senior II, Engineer-Scientist	225	214
Associate I, Engineer-Scientist	213	202
Associate II, Engineer-Scientist	199	189
Engineer-Scientist, Grade 1	185	176
Engineer-Scientist, Grade 2	175	166
Engineer-Scientist, Grade 3	160	152
Engineer-Scientist, Grade 4	140	133
Engineer-Scientist, Grade 5	124	118
Engineer-Scientist, Grade 6	109	104
Technician	100	95
Senior GIS Analyst	128	122
CADD Operator / GIS Analyst	113	107
Senior Administrative Assistant	125	119
Administrative Assistant	99	94
Secretary	82	78

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10%) (5% discount from standard markup of 15%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus ten percent (10%).

CADD Computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.

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