

## RESOLUTION NO. 20-12

**Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute Amendment No. 2 To Professional Services Agreement With EKI Environment And Water, Inc., To Increase The Total Compensation By \$175,500, For A Total Amount Not To Exceed \$375,500, And Extending The Contract Termination Date, For Environmental Services Within Horton Landing Park Area Of The South Bayfront Pedestrian Bicycle Bridge Project, EPW 17-112**

**WHEREAS**, in July 2017, the City Council of the City of Emeryville authorized the City Manager to enter into a Professional Services Agreement (PSA) with EKI Environment and Water in an amount not to exceed \$200,000 for updating a Soil Cleanup Plan and overseeing the remediation of soil contamination on the east side of the railroad tracks portion of the South Bayfront Bridge project site; and

**WHEREAS**, the PSA termination date was June 30, 2019 to coincide with the expected completion of construction of the South Bayfront Bridge Project; and

**WHEREAS**, additional time was required to complete work including construction and December 31, 2021 is the expected new date of completion; and

**WHEREAS**, Amendment No. 1 was previously executed to extend the term of the PSA to December 31, 2020, and

**WHEREAS**, the City added additional area to the project site which requires additional efforts to remediate the area to an unrestricted land use standard, and

**WHEREAS**, construction started in January of 2020 and is expected to continue through the end of calendar year 2021, and

**WHEREAS**, Amendment No. 2 was prepared to increase the EKI contract amount by \$175,500 and to extend the term until December 31, 2021, and

**WHEREAS**, there is sufficient funding appropriated as part of the Capital Improvement Program for the South Bayfront Bridge / Horton Landing Park project to cover the cost of said Professional Services Agreement; now, therefore, be it


**RESOLVED**, that the City Council of the City of Emeryville hereby authorizes the City Manager to execute Amendment No. 2 to the Professional Services Agreement with EKI Environment and Water and increasing the contract amount by \$175,500, for a total not to exceed amount of \$375,500, and extending the term of the contract to December 31, 2021 for the services covering the Horton Landing Park Project Area associated with the South Bayfront Pedestrian Bicycle Bridge, Project EPW17-112 CIP#16475006 and CIP#17237003.

**ADOPTED**, by the City Council of the City of Emeryville at a regular meeting held February 18, 2020, by the following vote:

AYES:	<u>5</u>	Mayor Patz, Vice Mayor Martinez, and Council Members Bauters, Donahue, and Medina
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	

  
MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY



# City of Emeryville

CALIFORNIA

## PROFESSIONAL SERVICES CONTRACT

### SECOND AMENDMENT

**THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT** ("Amendment") is effective as of this \_\_\_\_\_ day of 4/29/2021, 2020, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **EKI ENVIRONMENT AND WATER, INC.** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties."

### WITNESSETH THAT

**WHEREAS**, the City and Contractor entered into a Professional Services Contract dated August 25, 2017 ("Contract") for the purpose of retaining the services of Contractor to provide Environmental Analysis, Inspection and Reporting Services; and

**WHEREAS**, the City and Contractor desire to amend the Contract; and

**WHEREAS**, the public interest will be served by this Amendment.

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

#### 1. AMENDMENT

The Parties agree to amend the Contract as checked below:

##### 1.1 Exhibit A

☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-***Revision Number*;

**OR**

☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-dated November 21, 2019**, attached hereto and incorporated herein by this reference.

##### 1.2 Termination Date

☒ The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **DECEMBER 31, 2021**.

#### FOR CITY USE ONLY

Contract No.	20110E-0217-PW01	CIP No.	16475006
Resolution No.	20-12	Project No.	EPW 17-112

### **1.3 Total Compensation Amount**

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **ONE HUNDRED SEVENTY FIVE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$175,500.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **THREE HUNDRED SEVENTY FIVE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$375,500.00)**.

## **2. CONTINUING EFFECT OF CONTRACT**

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

## **3. ADEQUATE CONSIDERATION**

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment

## **4. SEVERABILITY**

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect

## **5. WAIVER**

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

*SIGNATURES ON FOLLOWING PAGE*



**City of Emeryville** | Professional Services Contract Amendment  
REV 08/2019

**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT  
SECOND AMENDMENT**

**IN WITNESS WHEREOF** the City and the Contractor have executed this Amendment,  
which shall become effective as of the date first written above.

Approved As To Form:



City Attorney

Dated:

4/29/2021 , 2020

**CITY OF EMERYVILLE**

DocuSigned by:



B023BA190D284E2  
Christine S. Daniel, City Manager

Dated:

Jan 27 , 2020

**EKI ENVIRONMENT AND WATER, INC.**



Earl James

(Signature)



577 Airport Blvd. Suite 500  
Burlingame, CA 94010  
(650) 292-9100  
[ekiconsult.com](http://ekiconsult.com)

21 November 2019

Todd Teachout  
Project Manager  
S. Bayfront Bridge/Horton Landing Park  
City of Emeryville  
1333 Park Avenue  
Emeryville, California 94608

Subject: Budget Augmentation Proposal for Requested Additional Environmental  
Services in Preparation for Redevelopment of Horton Landing Park  
Horton Landing Park  
Emeryville, California  
(EKI B70013.02)

Dear Mr. Teachout:

EKI Environment & Water, Inc. ("EKI") is pleased to submit this budget augmentation proposal for requested additional environmental services in preparation for redevelopment of the Horton Landing Park property (the "HLP Site") in Emeryville, California. These 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 14 July 2017 ("Original Agreement"). The redeveloped HLP Site will anchor the Emeryville Greenway that extends to the north and will connect the eastern side of the South Bayfront Pedestrian Bicycle Bridge Project ("Project") to the Bay Street development to the west of the Union Pacific Railroad ("UPRR") tracks.

As of September 13, 2018, the City purchased Area I from Union Pacific Railroad ("UPRR") to be redeveloped with Areas A to H of the HLP Site. Area I is a 0.15-acre parcel located immediately adjacent to the HLP Site, and the combined acreage for Areas A to I of the HLP Site is 1.35 acres. The purchase and sale agreement ("PSA") for Area I had additional remediation requirements beyond those specified in the *Site Cleanup Plan* ("SCP") for Areas A to H of the HLP Site, dated March 2010. The scope of work in EKI's proposal, dated 3 August 2018, included incorporating these additional remediation requirements for Area I into an SCP Addendum and Contract Documents for the HLP Site. When this proposal was prepared, it was the City's and EKI's understanding that Area I would be excavated to meet residential cleanup goals but a sliver of impacted soil would remain along the property boundaries and Temescal Creek

Formerly known as Erler & Kalinowski, Inc.

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Culvert due to setbacks and sloping at the Area I excavation extents. Upon finalization of the PSA for Area I, the City informed EKI in a conference call on 12 September 2018 that the PSA required cleanup of Area I to unrestricted residential land use. Unrestricted residential land use requires impacted soil to be fully excavated out to the property boundaries and Temescal Creek Culvert. EKI incorporated this Area I unrestricted land use requirement into the SCP Addendum, dated 19 October 2018, and into the Contract Documents that were issued for bid by the City in January 2019.

The City selected Ghilotti Construction Company as the Contractor to perform the remediation work and subsequent redevelopment of the HLP Site. The City awarded the HLP Site contract on 21 May 2019. Although the City has yet to issue the notice to proceed ("NTP"), the selected Contractor has begun to submit plans and plan addenda to the City for review and approval per the requirements in the SCP, SCP Addendum, and the Contract Documents.

The City requested that EKI's proposal include estimated costs for environmental services through completion of the HLP Site remedial work, including Area I. As the Contractor's schedule and sequencing plans are not yet available, the following main assumptions were made to prepare the budget for tasks herein and are listed below. Assumptions that pertain to a specific task are included in the task descriptions.

- Shoring installation will be completed in 5 contiguous days of work and in one mobilization;
- Soil excavation and backfill at Area I will be completed in 7 contiguous days of work in one mobilization in conjunction with soil excavation and backfill at Areas A to H, which will also be performed contiguously;
- The following samples will be collected and analyzed at Area I in accordance with the requirements of the SCP Addendum:
  - Up to 3 confirmation floor samples from the Area I excavation;
  - One groundwater sample, if encountered, within the Area I excavation; and
  - Up to 2 stockpile samples will be collected and analyzed for waste characterization purposes of Area I soil between 5.5 and 6.5 feet below ground surface.
- The City was notified that previous waste characterization samples for Areas A to H and Area I (above 5.5 feet deep) were collected in 2017 and 2018, respectively, which exceeds the timeframe that disposal facilities typically consider as valid data for waste acceptance. The City has elected to use this previous waste characterization data to gain acceptance at permitted off-site disposal facilities.

This proposal does not include budget for collection of waste characterization prior to or from stockpiles for these soils to be excavated, as described above.

- Area I will be excavated as follows:
  - At the parcel boundaries, the lateral extent of excavation will extend down the full vertical extent of excavation. Excavation support structures and/or modified excavation techniques will be required at the western and southern<sup>1</sup> parcel boundaries of Area I as the adjacent properties along these parcel boundaries are not owned by the City (Figure 2 of the SCP Addendum). In addition, railroad tracks, ties, and ballast overlying the former rail spur (trestle) bridge will be removed.
  - Confirmation sidewall samples will not be collected in Area I at the initial lateral extent of excavation as the excavation sidewall will extend laterally to either:
    - the parcel boundaries,
    - the culvert easement boundary or culvert wall, and/or
    - the pipe bedding and/or backfill material of the existing sanitary or storm sewer lines.

Confirmation samples that exceed excavation target levels for Area I will be overexcavated. If overexcavation creates sidewalls within the interior of Area I, sidewall confirmation samples will need to be collected in accordance with the approved SCP Addendum and additional budget will be requested.

- No archaeological resources or previously unknown environmental conditions will be encountered during remedial excavation activities in Areas A to I.
- Import fill for Area I will be from the same source as Areas A to H and evaluation of additional import fill sources is not needed.
- Public outreach and response to public inquiries regarding the environmental work associated with Project will not be extensive beyond the scope specified in Task 4.

If the actual Project schedule and scope of work differ from the assumptions above or as listed in the task descriptions, EKI will request additional budget to complete the project.

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<sup>1</sup> Additional precautions are necessary for the southern boundary, as a subsurface slurry wall is present and is part of the remedy for the neighboring Sherwin-Williams property (Figure 2 of the SCP Addendum).



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This proposal includes 2 scope of work sections:

- (1) Completed scope of work (Tasks 1 and 2); and
- (2) Proposed scope of work for anticipated tasks that are necessary for project completion in accordance with the approved SCP, SCP Addendum, or based on professional judgement and/or project experience (Tasks 3 to 7).

## **COMPLETED SCOPE OF WORK**

The completed scope of work includes additional environmental services already completed by EKI per the request of the City (Tasks 1 and 2). Tasks 1 and 2 were performed in preparation for redevelopment of the HLP Site.

Further description of the completed scope of work is provided below.

### **Task 1 – Updated SCP Addendum and Contract Documents for Unrestricted Land Use at Area I**

The following additional services were completed to incorporate the Area I unrestricted land use requirement into the SCP Addendum and the Contract Documents:

- Added two new sections to the remedial Specifications: (1) excavation support and (2) water management. Incorporated new section references and references to the UPRR shoring guidelines and the Alameda County Flood Control and Water Control District Drawings into the existing remedial Specifications.
- Revised remedial Specification sections to include measurement and payment descriptions and to separately track Area I remedial costs, as requested by the City.
- Revised remedial Drawings (plans) to include excavation support needed along: (1) Area I property boundaries adjacent to the UPRR tracks and to the neighboring property to the south and (2) along the Temescal Creek Culvert within Area I.
- Conducted a field reconnaissance site visit to confirm the presence and to observe the approximate depths of known subsurface utilities. Installation of

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City of Emeryville  
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excavation support and excavation of impacted soil may potentially impact these subsurface utilities.

- Conducted project management activities for coordinating the revised remedial Specifications and Drawings with the non-remedial pieces of the Contract Documents.

## **Task 2 – Provided Additional Services During the Pre-Construction Phase**

EKI provided additional services during the pre-construction phase of the Project per the request of the City. These additional services are summarized below:

- Provided environmental technical support related to an irrigation line on Peladeau Street that is fed from the HLP Site. At the request of the City in January 2019, EKI reviewed the available environmental data and provided comments.
- Provided environmental technical support related to the City's easements for the adjacent BioMed Realty property along the southeast corner of the HLP Site. BioMed Realty owns Area H of the HLP Site. The City has an easement for redevelopment and future use of Area H and an easement to use other portions of the BioMed Realty property as a staging area during construction. At the request of the City, EKI reviewed publicly available data for previous investigations of Area H and the remainder of the BioMed Realty property. EKI provided continued technical support to facilitate ongoing discussions between the City and BioMed Realty regarding easement use during Project implementation and negotiations for an easement extension. EKI also provided information to the City's Contractor to help them plan out logistics for easement use during Project implementation. Environmental investigations of the BioMed Realty property are being conducted by a third party and will be ongoing during Project implementation.
- Prepared for and attended two pre-construction meetings to discuss remediation-related tasks with the Contractor and the City's construction management team.
- Prepared a draft work notice for the upcoming remediation activities at the HLP Site. As requested by the City, assistance with distribution of the environmental work notice and response to public inquiries is included under Task 4.

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- To date, reviewed the following Contractor remedial submittals and/or facilitated submittal of these documents to the City's Site Manager for review and approval, as needed, per the Contract Documents.
  - Stormwater Pollution Prevention Plan (expedited review for NOI application)
  - Contractor's Health and Safety Plan
  - Addendum to Traffic Control and Waste Transportation Plan (2 review rounds). Figure B-2 updated to reflect the City's preferred local trucking route.
  - Addendum to Decontamination Plan
  - Addendum to Dust Control Plan
  - Excavation Support Plan

## **PROPOSED SCOPE OF WORK**

This section includes proposed scope of work tasks (Tasks 3 to 7) that are necessary for project completion in accordance with the approved SCP, SCP Addendum, or based on professional judgement and/or project experience.

Further description of the proposed scope of work tasks are provided below.

### **Task 3 – Pre-Construction Support and Contractor Submittal Review**

The budget for this task includes review and response for the following pre-construction support tasks and Contractor submittals:

- Prior to the commencement of field activities:
  - Coordination and attendance of one meeting between EKI and the Construction Management team; and
  - Coordination and attendance of one sitewalk with the Contractor to review environmental scope of work.

Environmental services for an additional meeting and sitewalk were not included in the Original Agreement.
- Review and response for outstanding Contractor remedial submittals, which include:
  - Audit Packages (for disposal facilities);

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- Operations Plan;
- Stockpile Management Plan;
- Revised Excavation Support Plan; and a
- Dewatering Plan.

Environmental services for review of these outstanding Contractor submittals were not included in the Original Agreement. The budget for this task assumes that one round of submittal response letters will be required. If additional review and response rounds are necessary, EKI will request additional budget to complete the task.

#### **Task 4 – Public Notification and Outreach**

As requested by the City, budget for this task includes preparation and implementation of public notification and outreach efforts and distribution of the environmental work notice to the local community by a third-party public outreach specialist as EKI's subconsultant. The following anticipated tasks include:

- Coordination and contracting with Craig Communications, a local public outreach firm.
- Preparation of demographic research and memorandum summarizing pertinent information to design community outreach activities.
- Review and update City's radius mailing list; create key contact mailing list and create radius mailing list map.
- Review and edit work notice prepared by EKI and approved by the City; list contact information for the public outreach specialist; and mail via US mail to all individuals on radius and key contact mailing lists – assumes up to 500 recipients.
- Prepare internal frequently asked questions ("FAQ") for environmental issues to ensure consistency of responses to public inquiries.
- Respond to public inquiries and provide a daily summary log for documentation. The contact information for the public outreach specialist will be provided on the work notice to be distributed. The public outreach specialist will also provide a summary report that documents the following:
  - Name of caller and contact info
  - Nature of issue
  - Issue resolved or if follow-up by team member is needed
  - Preferred method of contact and how they like to be addressed



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- Meet with key stakeholders to provide advance notice of the work and proactively address any concerns, provide a short update to City, prepare media statement, and other activities to proactively address community concerns out of the public eye.

These public outreach tasks are warranted based on:

1. The level of public outreach required for environmental and construction work in-progress at the neighboring Sherwin-Williams Site, as conveyed by the Department of Toxic Substances Control ("DTSC"). DTSC provides environmental regulatory oversight for the Sherwin-Williams Site and also for the west side of the Project located at the Bay Street Mall. It is likely that environmental and construction work for the Project will overlap with work being conducted at the Sherwin Williams for some time; and
2. Previous EKI project experience during remedial work conducted on behalf of the City at UPRR Parcel D, located in the same neighborhood as the Project.
3. The tasks listed above are summarized in a proposal prepared by Craig Communications dated 19 November 2019. The proposal is provided as an attachment to this budget augmentation request. The budget for this task includes \$17,000 for services to be provided by Craig Communications.

#### **Task 5 – Conduct Environmental Services During Soil Remediation of Area I**

EKI will provide the following environmental services during soil remediation of Area I. Budget for environmental services during field implementation for Areas A to H was included in the Original Agreement, prior to inclusion of Area I into the HLP Site. The support activities listed herein are specifically for fieldwork conducted at Area I and includes: (1) observation during shoring installation prior to remediation, (2) observation during soil remediation activities, (3) perimeter air monitoring, and (4) additional waste characterization sampling, as needed. The proposed budget for this task is based upon the following tasks and assumptions:

- As requested by the City, EKI will observe installation of shoring at Area I and assumes the total duration for shoring installation will be 5 days of contiguous work completed in one mobilization.
- The total duration of soil remediation and backfill is assumed to be 7 days of contiguous work completed in one mobilization.

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- Decontamination water and extracted groundwater, requiring characterization and off-site disposal, is not generated during soil remediation activities.
- Requirements for perimeter air monitoring will be consistent with the original SCP. The deployment and initial sampling of perimeter air stations (up to 3 stations) is covered in the Original Agreement, therefore this task is budgeted to allow for 2 weeks of additional use of perimeter air monitoring equipment during the remediation of Area I.
- The majority of excavated soil for soil remediation was pre-characterized and included in the bid package to facilitate direct loading and off-haul. For additional soils excavated as part of construction of the pedestrian bridge and Emeryville Greenway, it is assumed that up to 2 stockpile soil samples will be collected and analyzed to characterize Area I stockpiles for off-site disposal. Area I soil that requires waste characterization is encountered between 5.5 and 6.5 feet below ground surface.
- During the soil excavation activities, EKI will have one person on Site full-time to observe soil excavation activities, conduct perimeter air monitoring, and to collect stockpile soil samples. The EKI field representative will observe the Client's Contractor to determine if work is proceeding in compliance with the portion of the Contract Documents that pertain to soil remediation and will advise the Client if the Contractor's work may conflict with those requirements. EKI will also provide one person for part-time office support (up to approximately 36 hours of staff level personnel) to coordinate laboratory analysis and sampling materials, review and summarize analytical results for confirmation samples, and to evaluate if additional excavation is required by comparing analytical results for confirmation samples to the Project's remedial goals.
- EKI will not have authority to stop the Contractor's work. EKI will not advise on or issue directions with respect to safety and security precautions and programs, or means, or methods of the Contractor's work. EKI does not have a role in the Contractor's health and safety.
- Remediation activities will be conducted during a standard, 40-hour work week.
- EKI personnel will complete the tasks described herein in Level D personal protective equipment ("PPE").
- All surveying of the excavation extent will be performed by the Client's (Contractor's) designated surveyor and associated costs are not included in this proposal.

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If the soil excavation activities extend beyond the estimated time period or is not contiguous, if the amount of perimeter air sampling or soil sampling is greater than estimated, if previously unknown contamination is encountered during excavation, if a higher level of PPE for EKI personnel is required, if collection and analysis of additional soil or water samples is deemed necessary, or if shell hash or other items of archaeological significance are encountered, EKI will request additional budget to complete the project.

#### **Task 6 – Preparation of Area I Portion of the Completion Report**

Budget to prepare a completion report for Areas A to H was included in the Original Agreement. The scope of work for this task includes incorporating Area I remediation activities into this same completion report in accordance with the SCP addendum. The completion report will provide tables summarizing sampling results and figures summarizing the extent of excavation work. Coordinates of the excavation extent will be provided by the Client's designated surveyor, and a summary of waste disposal tonnages by landfill will be provided by the Contractor to EKI. The draft completion report will be submitted for Client and regulatory review and approval before finalizing. It is assumed that three rounds of response to Client, Site Manager, and/or DTSC comments will be conducted and that only hardcopies of the finalized completion report would be required.

#### **Task 7 – Project Management**

EKI will provide project management support services which includes calls and emails with the construction management team, Contractor, and other engineering firms working on the project, for the purposes of scheduling and sequencing work, coordination and plan confirmation, and clarification on environmental tasks. EKI will also provide cost tracking for Area I cost recovery purposes and provide a tabular summary of cumulative expenditures related to Area I at the project end. The budget for this task was developed with an assumed level-of-effort (approximately 85 hours of staff level personnel) based on project experience to date; if the actual level of effort is different, the budget will vary accordingly.

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## COMPENSATION FOR CONSULTING SERVICES

In as much as the exact level of effort to complete the above tasks 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 2 January 2019. We propose a budget of \$175,500 for the performance of Tasks 1 to 7, described above, which will not be exceeded without additional authorization.

A breakdown of this budget by task is provided below.

Task		Requested Budget	Status
1	Updated SCP Addendum and Contract Documents for Unrestricted Land Use at Area I	\$21,000	Completed
2	Provided Additional Services During the Pre-Construction Phase	\$18,500	Completed
3	Pre-Construction Support and Contractor Submittal Review	\$16,000	In-Progress / As needed
4	Public Notification and Outreach	\$25,000	Awaiting Notice to Proceed
5	Conduct Environmental Services During Soil Remediation of Area I	\$64,000	Awaiting Notice to Proceed
6	Preparation of Area I Portion of the Completion Report	\$16,000	After Completion of Cleanup Activities
7	Project Management	\$15,000	Ongoing
<b>Total Requested Budget</b>		<b>\$175,500</b>	

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.



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Very truly yours,

EKI ENVIRONMENT & WATER, INC.

A handwritten signature in blue ink, appearing to read 'R Ford'.

Ryan Ford, P.G.  
Project Manager

A handwritten signature in blue ink, appearing to read 'Earl James'.

Earl James, P.G.  
Vice President

Attachments: Schedule of Charges, dated 2 January 2019  
Craig Communications Proposal dated 19 November 2019

**Client/Address: City of Emeryville**

1333 Park Ave., Emeryville, CA 94608

**Proposal/Agreement Date:****EKI Project # 990093;B70013****SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.****2 January 2019**

<b><u>Personnel Classification</u></b>	<b><u>Hourly Rate</u></b>	<b><u>5% Discounted</u></b>
Officer and Chief Engineer-Scientist	286	272
Principal Engineer-Scientist	275	261
Supervising I, Engineer-Scientist	265	252
Supervising II, Engineer-Scientist	255	242
Senior I, Engineer-Scientist	243	231
Senior II, Engineer-Scientist	230	219
Associate I, Engineer-Scientist	219	208
Associate II, Engineer-Scientist	205	195
Engineer-Scientist, Grade 1	191	181
Engineer-Scientist, Grade 2	180	171
Engineer-Scientist, Grade 3	165	157
Engineer-Scientist, Grade 4	146	139
Engineer-Scientist, Grade 5	129	123
Engineer-Scientist, Grade 6	113	107
Technician	104	99
Senior GIS Analyst	133	126
CADD Operator / GIS Analyst	118	112
Senior Administrative Assistant	130	124
Administrative Assistant	103	98
Secretary	85	81

**Direct Expenses**

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10%) 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.



November 19, 2019

Mr. Ryan Ford, PG  
EKI Environment & Water, Inc.

RE: Community outreach proposal  
City of Emeryville pedestrian bridge

Dear Mr. Ford:

Craig Communications is pleased to present this letter proposal to assist with communications in support of environmental work for the Horton Landing Park pedestrian bridge construction project. Provided below is our understanding of the project, scope of work, and costs.

**Project Understanding:** EKI Environmental and Water, Inc. (EKI) is assisting the City of Emeryville with environmental activities as part of the construction of a pedestrian bridge. Environmental work will involve the excavation and proper disposal of shallow soils which are contaminated. This work is overseen and approved by the California Dept. of Toxic Substances Control (DTSC) and the agency requires that a work notice be issued seven days prior to soil excavation work. EKI has also requested supplemental outreach to ensure the public is aware of, and understands, this work. It is anticipated that there will be some public interest because a segment of the Emeryville population has historically been focused on environmental issues in Emeryville.

**Scope of Work:** The following scope of work is based on EKI's email dated November 12, 2019:

**Task 1 – Demographic research and memorandum:** Prepare a one to two-page memorandum that summarizes area demographics, residential and business uses, and any other pertinent information to design community outreach activities that are relevant and appropriate for the area

**Task 2 – Mailing list:** Review and update City's radius mailing list; create key contact mailing list as required by DTSC; create radius mailing list map as required by DTSC

**Task 3 – DTSC work notice:** Review/edit work notice; layout work notice; and mail via US Mail to all individual on radius and key contact mailing lists

**Task 4 – Internal FAQ:** Prepare internal FAQ for environmental issues to ensure consistency of responses to public inquiries. Respond and track public inquiries.

**Task 5 – Project Management/Administration:** Routine project management, calls, emails, texts, project budget and schedule.

**Cost/Schedule:** Craig Communications proposes to conduct this work on a time and materials basis for an estimated amount of \$11,060 which \$1,000. are direct costs. Costs are detailed in Table 1 and will not be exceeded without approval. Assumptions made in preparing this scope of work are provided in Attachment A.

**Contingency:** Contingency costs are provided which can be applied to meetings with key stakeholders to provide advance notice of the work and proactively address any concerns, provide a short update to City Council during public comment period, prepare media statement, and other activities to proactively address community concerns out of the public eye.

**Qualifications:** Craig Communications is a small, women-owned business based in Jack London Square. We have a 20-year history of developing and conducting community engagement services for remediation and land development projects in the San Francisco Bay Area. Our qualifications for this project include:

- Provide community outreach for 60 remediation projects, several of which are in Emeryville under DTSC oversight
- Well-known and trusted by DTSC management and staff
- We know the Emeryville area extremely well and have established relationships with the stakeholders that are interested in this project
- Tracy Craig has worked in the environmental industry for 30 years, is a recognized leader in the public participation field and was one of the original authors of the California EPA's outreach program which is still in use today

**Conclusion:** Craig Communications is well-known and trusted as a communications firm that is straightforward, fair and able to achieve positive outcomes on some of the toughest projects. We appreciate the opportunity to submit this proposal. Please call me directly at 510.334.4866 with questions or for more information.

Sincerely,



Tracy Craig



### **Attachment A - Scope of Work Assumptions**

- One round of timely review is scoped on collateral material for each party: client, EKI, DTSC
- Collateral material will not need to be translated
- Mailing distribution costs of \$1,000 assumes a list of 500 recipients

**Table 1 - EKI/Emeryville**

Tasks	Project Responsibility:	Principal/Craig	Sr. Project Mgr.	Project Mgr.	Community Relations Specialist	Graphic	Administration	Total Labor Hours	Total Labor Costs (\$)	Direct Expenses (\$)	Total Costs (\$)
		\$250.00	\$185.00	\$165.00	\$155.00	\$110.00	\$95.00				
1	Demographic research										
	Demographic research and memorandum	2		8				10	\$1,820		\$1,820
	Total	2	0	8	0	0	0	10	\$1,820	\$0	\$1,820
2	Mailing list										
	Review mailing list, prepare key contact list	1			8			9	\$1,490		\$1,490
	Total	1	0	0	8	0	0	9	\$1,490	\$0	\$1,490
3	DTSC work notice										
	Review and distribute work notice	1		8		0		9	\$1,570	\$1,000	\$2,570
	Total	1	0	8	0	0	0	9	\$1,570	\$1,000	\$2,570
4	Internal FAQ										
	FAQ, respond/track public inquiries	2		16				18	\$3,140		\$3,140
	Total	2	0	16	0	0	0	18	\$3,140	\$0	\$3,140
5	Project Management/Administration										
	Project management/administration	4		4			4	12	\$2,040		\$2,040
		4	0	4	0	0	4	12	\$2,040	\$0	\$2,040
TOTAL		10	0	36	8	0	4	58	\$10,060	\$1,000	\$11,060
									GRAND TOTAL		\$11,060
Contingency											
6	Contingency										
	Meet with 45th Artist Coop, update city council,	12	0	8	0	0	0	20	\$4,320	\$0	\$4,320
	media plan, other tasks	12	0	8	0	0	0	20	\$4,320	\$0	\$4,320
									GRAND TOTAL WITH CONTINGENCY		\$15,380