



1 November 2021

via Electronic Mail

Ms. Mary Lou Helix
1102 Northridge Court
Concord, CA 94518

Ms. Lauren Mancuso
Union Pacific Railroad Company
1408 Middle Harbor Road
Oakland, CA 94607

Ms. Maureen Toms
Contra Costa County
C/O Department of Conservation and Development
30 Muir Road
Martinez, CA 94553

Subject: Cost Estimate for Additional Required Tasks through January 2023
Hookston Station Site
Pleasant Hill, California

Dear Ms. Helix, Ms. Mancuso, and Ms. Toms:

ERM-West, Inc. (ERM) is pleased to provide this proposal for additional environmental services at the Hookston Station site in Pleasant Hill, California (site) through the end of January 2023. ERM's previous work at this site has been performed on behalf of the Hookston Parties, which consist of Union Pacific Railroad Company (UPRR), Mary Lou Helix (on behalf of herself and Karen Hook, Debbie Hook, and Blake Pucell), and Contra Costa County. The site is currently regulated under Regional Water Quality Control Board (RWQCB) Order No. R2-2007-0009, *Adoption of Final Site Cleanup Requirements and Rescission of Order Nos. R2-2003-0035 and R2-2004-0081*, dated 30 January 2007 (Order).

All tasks in this proposed scope of work are being conducted to satisfy the ongoing requirements of the Order, the RWQCB approved scope of work in *Colony Park Town House Vapor Intrusion Investigation Workplan*, dated 16 December 2016, recommendations made in the *Colony Park Town Houses Vapor Intrusion Interim Progress Report*, dated 2 July 2021, the *Mid-Plume High Resolution Site Characterization Results* document, dated 9 July 2021, and comments on the *Feasibility Study Addendum/Remedial Design and Implementation Plan*, dated 31 March 2021 issued by the RWQCB in an email dated 14 June 2021. This proposal covers all currently known scopes of work to satisfy RWQCB requirements and does not include any additional elements that may be required by the RWQCB in the future. These tasks are estimated to be completed by January 2023.

This proposal describes the following tasks to be performed by ERM:

- Task 1: Colony Park Town Houses Vapor Intrusion Investigation

- Task 2: Additional Mid-Plume Targeted Treatment Area Hydropunch Assessment
- Task 3: Update to Feasibility Study/Remedial Design and Implementation Plan
- Task 4: 2022 Annual Soil Vapor Monitoring and Reporting
- Task 5: 2022 Annual Indoor Air Sampling and Reporting
- Task 6: Project Management

The following sections provide a rationale for the proposed work; a brief description of the scope of work; and cost estimate for performing the tasks outlined above. Note, that there is no groundwater monitoring and sampling activities proposed in 2022, as the Self Monitoring Program (SMP) approved by RWQCB directs the Hookston Parties to conduct groundwater sampling on a biennial basis during odd years.

PROPOSED SCOPE OF WORK

A description of work to be performed under each task is provided below. All proposed work is required by the current Order.

Task 1 – Colony Park Town Houses Vapor Intrusion Investigation

This scope item satisfies the contingency sampling plan outlined in *Colony Park Town House Vapor Intrusion Investigation Workplan*, dated 16 December 2016 to perform subslab vapor and indoor air sampling in three of the Colony Park Town Houses. The performance of the contingency sampling plan is required based on the results of the initial vapor intrusion investigation results at the Colony Park Town House property, as presented in the *Colony Park Town Houses Vapor Intrusion Investigation Progress Report*, dated 2 July 2021. The scope of work includes the installation of a sub-slab vapor pin, and the collection of a sub-slab vapor sample, and two indoor air samples in each of the three town house buildings.

The following items will be performed as part of the scope of work:

- Fieldwork preparation activities will include:
 - Coordinate access with the property owners of the three Colony Park Town House buildings for advancement of soil vapor pins
 - Update the site Health and Safety Plan to include new project tasks and investigation procedures
 - Coordinate with subcontractors
- Performance of field investigation activities will include:
 - USA markout and subsurface utility clearance
 - Install soil vapor pins using a roto sonic drill
 - Collect sub-slab vapor samples and indoor air samples
- Review the field data collected during the site assessment, perform quality assurance/quality control (QA/QC) evaluation of laboratory reports, and tabulate field and analytical data

The results of the assessment activities will be summarized in a stand-alone report. ERM will provide a draft version of the report to the Hookston Parties for review, and comments/ revisions will be incorporated into the final submittal to the RWQCB.

Task 2 – Additional Mid-Plume Targeted Treatment Area Hydropunch Assessment

This scope item satisfies recommendations for additional grab groundwater sampling as described in the *Mid-Plume High Resolution Site Characterization Results* document, dated 9 July 2021. The previous scope of work was performed to refine the extent of the Mid-Plume Targeted Treatment Area, as initially outlined in the *Feasibility Study Addendum/Remedial Design and Implementation Plan*, dated 31 March 2021; however, the results of the investigation did not provide the full delineation of the targeted mid-plume treatment zone. The Hookston Parties approved ERM's recommendation to perform additional assessment in the targeted mid-plume treatment area during a conference call meeting held on 1 July 2021, and the recommendation was included in the *Mid-Plume High Resolution Site Characterization Results* document, submitted to the RWQCB on 9 July 2021. The proposed scope includes the advancement of three additional clusters of direct push soil borings for the collection of grab groundwater samples from the A1-, A2-, and B-Zones to refine our understanding of the distribution of dissolved-phase volatile organic compounds (VOCs) farther southeast than the previously-completed scope of work. These data will be use to refine the final extent of the Mid-Plume Targeted Treatment Area. The soil borings will be advanced to depths of up to 60 feet below ground surface.

The following items will be performed as part of the scope of work:

- Fieldwork preparation activities will include:
 - Coordinate access for advancement of soil borings in public right of way
 - Obtain soil boring permits from Contra Costa County
 - Update the site Health and Safety Plan to include new project tasks and investigation procedures
 - Coordinate with subcontractors
- Performance of field investigation activities will include:
 - USA markout and subsurface utility clearance
 - Advance soil borings with direct push tooling and collect grab groundwater samples
- Review the field data collected during the site assessment, perform quality assurance/quality control (QA/QC) evaluation of laboratory reports, and tabulate field and analytical data

The results of the assessment activities will be summarized in the revised *Feasibility Study Addendum/Remedial Design and Implementation Plan*. ERM will provide a draft version of the report to the Hookston Parties for review, and comments/ revisions will be incorporated into the final submittal to the RWQCB.

Task 3 – Update to Remedial Design and Implementation Plan

In an email dated 14 June 2021, RWQCB provided the following comments to the *Feasibility Study Addendum/Remedial Design and Implementation Plan*:

- Installation of a new monitoring well in the source area
- Provide time estimates to reach cleanup goals for the entire plume
- Include treatment of the B-Zone in the area downgradient of the permeable reactive barrier (PRB), depending on the results of the time estimate to reach cleanup goals evaluation
- Include all existing wells that exceed the cleanup goals in the performance monitoring program
- Provide a list of property owners within 500 feet of the plume boundary for public notification of the remedial strategy proposed in the *Feasibility Study Addendum/Remedial Design and Implementation Plan*

ERM will prepare an update to the *Feasibility Study Addendum/Remedial Design and Implementation Plan* to address the RWQCB comments presented above. This scope of this document includes the following elements:

- A review of recent and historical groundwater VOC data, placing the data into a database for statistical analysis and data visualization
- Trend analyses of existing wells to estimate cleanup timeframes under current conditions, and will provide estimated timeframes for the effects of the additional groundwater treatment to reach downgradient monitoring wells
- An evaluation of the benefits of supplemental B-Zone treatment in the PRB area, and the inclusion of a B-Zone treatment design if needed
- Redefining the performance monitoring program
- Revision to the Mid-Plume Treatment Area remedial design based on the results of the assessment activities presented above under Task 2
- Evaluation of potential source area remediation options

Additionally, ERM will review the list of property owners within a 500 foot radius of the plume boundary and assist RWQCB with the preparation and submission of a public notice regarding the final alternative remedial plan.

ERM will provide a draft version of the report to the Hookston Parties for review, and comments/revisions will be incorporated into the final submittal to the RWQCB.

Task 4 – 2022 Annual Soil Vapor Sampling and Reporting

ERM will perform routine soil vapor sampling for the site during the Third Quarter 2022. ERM will subcontract Blaine Tech Services to sample 13 soil vapor wells. The samples will be analyzed for the presence of volatile organic compounds (VOC). Laboratory costs for sample analyses are included in this task, which includes 13 soil vapor samples and two quality assurance/quality control soil vapor samples. The results of the annual soil vapor sampling will be included in the Annual Monitoring

Status Report, which will be submitted to the RWQCB by 30 January 2023. A draft of the report will be submitted to the Hookston Parties for review as soon as it is available, but no later than a minimum of two weeks prior to submission to the RWQCB. The report will document soil vapor sampling, vapor intrusion prevention systems (VIPS) inspections, and other activities conducted during that time period. VIPS inspections are contracted directly with the Hookston Parties and are not included in this scope of work. Groundwater monitoring will not be performed in 2022 per the revisions to the SMP.

Task 5 – 2022 Annual Indoor Air Sampling and Reporting

ERM will perform annual indoor air sampling at selected properties within the Indoor Air Study Area during the Third Quarter 2022. After the completion of field activities, ERM will prepare a report that documents sampling activities, presents tabulated data, and evaluates indoor air concentration trends over time, following the existing template for prior reports as approved by the RWQCB. ERM will provide a draft version of the report to the Hookston Parties for review, and comments/revisions will be incorporated into the final submittal to the RWQCB. ERM will mail analytical results for each house sampled to the residence as required by the Order.

Task 6 – Project Management

This task will cover the management activities associated with the tasks to complete activities as presented in Tasks 1, 2, 3, 4, and 5. These activities include cost tracking; calls, meetings, and strategic support from ERM for regulatory agency interactions; and routine communications with the Hookston Parties through 31 January 2023.

Task 6a covers additional project management costs for tasks described in this proposal that will be completed through the end of calendar year 2021 (Tasks 1, 2, and 3). Task 6b covers project management costs for routine annual tasks described in this proposal that will be completed in calendar year 2022 through January 2023 and include a 3% annual labor escalation (Tasks 4 and 5).

ESTIMATED PROBABLE COST

The estimated probable cost to perform the proposed scope of work is \$204,990, as summarized in the tables included as [Appendix A](#). This budget is being proposed on a time-and-materials basis of hourly charges for ERM personnel, plus direct expenses. Only those costs incurred will be charged, and will not exceed the estimated cost without prior approval by the Hookston Parties. The estimated cost is an estimated maximum, which we fully expect will cover the services described herein, but no guarantee is made or implied. Our previous contract with the Hookston Parties has expired. This work will be performed in accordance with updated contracting documents, provided as [Appendix B](#).

A cost summary by task is provided in the table below.

Task	Description	Total
1	Colony Park Town Houses Vapor Intrusion Investigation	\$37,277
2	Additional Mid-Plume Targeted Treatment Area Hydropunch Assessment	\$45,123
3	Update to Feasibility Study/Remedial Design and Implementation Plan	\$37,691
4	2022 Annual Soil Vapor Sampling and Reporting	\$20,801

5	2022 Annual Indoor Air Sampling and Reporting	\$23,714
6a	Project Management 2021	\$21,035
6b	Project Management 2022	\$24,592
Estimated Probable Cost		\$210,233

CLOSING AND SCHEDULE

ERM is prepared to start the scope of work outlines above immediately upon approval of this proposal by the Hookston Parties. An estimated project schedule has been included as [Appendix C](#). This estimated schedule assumes approval of this proposal by Friday 5 November 2021; the dates listed in the estimated schedule will need to be adjusted based on the final approval date from the Hookston Parties.

AUTHORIZATION

If this proposal is acceptable, please have an authorized representative sign in the space provided below and return a copy to ERM for our files. The above-referenced offer is valid for 90 days. In addition, please execute the attached Agreement provided in [Appendix A](#) and return to us for our files.

ERM-West, Inc.

Signature

Brian Bjorklund

Printed Name

Partner

Title

Date**Client Approval****UPRR Representative**

Signature

Printed Name

Title

Date**Contra Costa County Representative**

Signature

Printed Name

Title

Date**Helix Trust Representative**

Signature

Printed Name

Title

Date

APPENDIX A COST ESTIMATE TABLES

PROPOSAL SUMMARY

Cost Estimate for Tasks through Calendar Year 2021
Hookston Station Site, Pleasant Hill, CA
ERM-West, Inc.

SCOPE OF WORK

The following activities to be conducted during Third Quarter 2021 and through the First Quarter 2021 are included in this proposal:

- 1) CPTA VI Assessment
- 2) Additional Mid-Plume Hydropunch
- 3) FS/RDIP Update
- 4) 2022 Annual Soil Vapor Sampling and Reporting
- 5) 2022 Annual Indoor Air Sampling and Reporting
- 6) Regulatory Management 2021
- 7) Regulatory Management 2022

GRAND TOTALS	AMOUNT
Total Agreement Dollars	\$ 210,233
Total Labor Dollars	\$ 157,174
Total Labor Hours	1,314

SERVICE ITEM TOTALS	
SERVICE ITEM	AMOUNT
WP/Sec	\$ 5,662
Staff Associate	\$ 33,969
CAD Operator	\$ 5,317
Project Associate	\$ 37,808
Project Manager	\$ 20,369
Sr. Project Manager	\$ 30,030
Program Director	\$ 13,659
Principal	\$ 10,360
TOTAL	\$ 157,174
Reimbursables	\$ 2,720
Materials	\$ 5,904
Markup on Materials	\$ 295
Subcontractors	\$ 41,995
Markup on Subs	\$ 2,145
TOTAL	\$ 53,059

Distribute total agreement amount to the year when work will occur	
YEAR	DOLLAR AMOUNT
2020	\$ -
2021	\$ 141,126
2022	\$ 69,107

TOTAL AMOUNT PER TASK			
TASK	AMOUNT	LABOR	SUBS + ODCs
Task 1 - CPTA Indoor Air Assessment	\$ 37,277	\$ 28,664	\$ 8,613
Task 2 - Additional Mid-Plume Hydropunch	\$ 45,123	\$ 21,031	\$ 24,093
Task 3 - FS/RDIP Update	\$ 37,691	\$ 36,916	\$ 775
Task 4 - 2022 SV Field Work and Annual Reporting	\$ 20,801	\$ 11,428	\$ 9,372
Task 5 - 2022 Indoor Air and Reporting	\$ 23,714	\$ 13,507	\$ 10,207
Task 6a - Regulatory Management 2021	\$ 21,035	\$ 21,035	\$ -
Task 6b - Regulatory Management 2022	\$ 24,592	\$ 24,592	\$ -
Totals	\$ 210,233	\$ 157,174	\$ 53,059

Task 1 - CPTHA Indoor Air Assessment

SUMMARY	
Total for Job Number	\$ 37,277
Total Labor	\$ 28,664
Total Hours	246.0

PROPOSALS				CPTHA Access and Pre-Field		CPTHA Assessment		Data Entry and QA/QC		Report Preparation	
				Sub Task 1		Sub Task 2		Sub Task 3		Sub Task 4	
Category	Rate	Totals		Location		Location		Location		Location	
SI Number - Description		Quantity	(\$)	Quantity	(\$)	Quantity	(\$)	Quantity	(\$)	Quantity	(\$)
WP/Sec	\$ 56.44	16.0	\$ 903	10.0	\$ 564	-	\$ -	-	\$ -	6.0	\$ 339
Staff Associate	\$ 104.83	84.0	\$ 8,806	30.0	\$ 3,145	40.0	\$ 4,193	8.0	\$ 839	6.0	\$ 629
CAD Operator	\$ 104.83	8.0	\$ 839	-	\$ -	-	\$ -	-	\$ -	8.0	\$ 839
Project Associate	\$ 110.21	70.0	\$ 7,715	16.0	\$ 1,763	10.0	\$ 1,102	8.0	\$ 882	36.0	\$ 3,968
Project Manager	\$ 126.33	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Sr. Project Manager	\$ 147.83	50.0	\$ 7,392	20.0	\$ 2,957	8.0	\$ 1,183	4.0	\$ 591	18.0	\$ 2,661
Program Director	\$ 161.28	10.0	\$ 1,613	-	\$ -	4.0	\$ 645	-	\$ -	6.0	\$ 968
Principal	\$ 174.71	8.0	\$ 1,398	4.0	\$ 699	-	\$ -	-	\$ -	4.0	\$ 699
Reimbursables	Actual	-	\$ 620		\$ -		\$ 420		\$ -		\$ 200
Materials	Actual	-	\$ 2,212		\$ 1,312		\$ 800		\$ 100		\$ -
Markup on Materials	5%	-	\$ 111		\$ 66		\$ 40		\$ 5		\$ -
Subcontractors	Actual	-	\$ 5,400		\$ -		\$ 5,400		\$ -		\$ -
Markup on Subs	5%	-	\$ 270		\$ -		\$ 270		\$ -		\$ -
Mileage	\$0.580	-	\$ -		\$ -				\$ -		\$ -
Per Diem	\$125.00	-	\$ -		\$ -		\$ -		\$ -		\$ -
Grand Totals			\$ 37,277		\$ 10,506		\$ 14,053		\$ 2,417		\$ 10,301

REIMBURSABLE DETAILS		
ITEM	SUB TASK	AMOUNT

Reimbursable Total (Check Cell E22) \$ -

MATERIAL DETAILS		
ITEM	SUB TASK	AMOUNT

Materials Total (Check Cell E23) \$ -

SUBCONTRACTOR DETAILS		
ITEM	SUB TASK	AMOUNT

Subcontractor Total (Check Cell E25) \$ -

Budget Assumptions

LABOR DETAILS		Sub Task 1 - CPTHA Access and Pre-Field	
Category	Hours	Assumptions	
WP/Sec	10.0	Property access communication and correspondence	
Staff Associate	30.0	Property access communication, coordination assistance, HASP update	
CAD Operator			
Project Associate	16.0	project coordination, permitting, HASP updates	
Project Manager			
Sr. Project Manager	20.0	PM oversight, client communications, property access communication	
Program Director			
Principal	4.0	technical input/ review	

LABOR DETAILS	Sub Task 2 - CPTH Assessment	
Category	Hours	Assumptions
WP/Sec		
Staff Associate	40.0	4 days field work - USA markout (0.5), utility location (1), soil vapor sampling (1), indoor air sampling (1.5)
CAD Operator		
Project Associate	10.0	1 day field work
Project Manager		
Sr. Project Manager	8.0	field implementation oversight
Program Director	4.0	field implementation oversight
Principal		

LABOR DETAILS		Sub Task 3 - Data Entry and QA/QC
Category	Hours	Assumptions
WP/Sec		
Staff Associate	8.0	data entry, data tabulaiton
CAD Operator		
Project Associate	8.0	Data QC, QC report generation
Project Manager		
Sr. Project Manager	4.0	QC Data review
Program Director		
Principal		

LABOR DETAILS		Sub Task 4 - Report Preparation	
Category	Hours	Assumptions	
WP/Sec	6.0	report copy production	
Staff Associate	6.0	data tabulation	
CAD Operator	8.0	Figure creation	
Project Associate	36.0	Report drafting and editing	
Project Manager			
Sr. Project Manager	18.0	Report review and project team coordination	
Program Director	6.0	Document review	
Principal	4.0	Document review	

REIMBURSABLE DETAILS	Sub Task 1 - CPTA Access and Pre-Field			
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

REIMBURSABLE DETAILS	Sub Task 2 - CPTA Assessment			
Item	# of Units	Price	Total	Assumption
Truck	4	\$105	\$ 420.00	
TOTAL			\$ 420.00	

REIMBURSABLE DETAILS	Sub Task 3 - Data Entry and QA/QC			
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

REIMBURSABLE DETAILS		Sub Task 4 - Report Preparation		
Item	# of Units	Price	Total	Assumption
CAD - Recovery Computer	8.00	\$25	\$ 200.00	recovery rate
TOTAL			\$ 200.00	

MATERIALS DETAILS		Sub Task 1 - CPTA Access and Pre-Field		
Item	# of Units	Price	Total	Assumption
Soil Boring Permit	1	\$1,112	\$ 1,112.00	
Postage	1	\$200	\$ 200.00	
TOTAL			\$ 1,312.00	

MATERIALS DETAILS		Sub Task 2 - CPTA Assessment		
Item	# of Units	Price	Total	Assumption
PID	4	\$150	\$ 600.00	
Sampling Supplies	1	\$200	\$ 200.00	
TOTAL			\$ 800.00	

MATERIALS DETAILS		Sub Task 3 - Data Entry and QA/QC		
Item	# of Units	Price	Total	Assumption
Shipping- Reports	1	\$100	\$ 100.00	
TOTAL			\$ 100.00	

MATERIALS DETAILS		Sub Task 4 - Report Preparation		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

SUBCONTRACTOR DETAILS		Sub Task 1 - CPTA Access and Pre-Field		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

SUBCONTRACTOR DETAILS		Sub Task 2 - CPTA Assessment		
Item	# of Units	Price	Total	Assumption
GPRS Utility Location	1	\$1,500	\$ 1,500.00	
Pace-summa	18	\$25	\$ 450.00	
Pace-flow controller	18	\$35	\$ 630.00	
Pace-VOCs TO-15	10	\$130	\$ 1,300.00	7 primary, 1 FD, 1 TB, 1 contingency
Pace-VOCs TO-15 SIM	8	\$190	\$ 1,520.00	5 primary, 1 FD, 1 TB, 1 contingency
TOTAL			\$ 5,400.00	

SUBCONTRACTOR DETAILS		Sub Task 3 - Data Entry and QA/QC		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

SUBCONTRACTOR DETAILS		Sub Task 4 - Report Preparation		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

Task 2 - Additional Mid-Plume Hydropunch

SUMMARY	
Total for Job Number	\$ 45,123
Total Labor	\$ 21,031
Total Hours	181.0

PROPOSALS		Totals		Field Work Prep		Hydropunch Sampling		Reporting			
				Sub Task 1		Sub Task 2		Sub Task 3		Sub Task 4	
Category	Rate	Quantity	(\$)	Location		Location		Location		Location	
SI Number - Description		Quantity	(\$)	Quantity	(\$)	Quantity	(\$)	Quantity	(\$)	Quantity	(\$)
WP/Sec	\$ 56.44	6.0	\$ 339	-	\$ -	-	\$ -	6.0	\$ 339	-	\$ -
Staff Associate	\$ 104.83	62.0	\$ 6,499	12.0	\$ 1,258	30.0	\$ 3,145	20.0	\$ 2,097	-	\$ -
CAD Operator	\$ 104.83	8.0	\$ 839	-	\$ -	-	\$ -	8.0	\$ 839	-	\$ -
Project Associate	\$ 110.21	62.0	\$ 6,833	16.0	\$ 1,763	30.0	\$ 3,306	16.0	\$ 1,763	-	\$ -
Project Manager	\$ 126.33	8.0	\$ 1,011	8.0	\$ 1,011	-	\$ -	-	\$ -	-	\$ -
Sr. Project Manager	\$ 147.83	18.0	\$ 2,661	-	\$ -	6.0	\$ 887	12.0	\$ 1,774	-	\$ -
Program Director	\$ 161.28	9.0	\$ 1,452	-	\$ -	3.0	\$ 484	6.0	\$ 968	-	\$ -
Principal	\$ 174.71	8.0	\$ 1,398	4.0	\$ 699	-	\$ -	4.0	\$ 699	-	\$ -
Reimbursables	Actual	-	\$ 725		\$ 210		\$ 315		\$ 200		\$ -
Materials	Actual	-	\$ 2,662		\$ 2,112		\$ 450		\$ 100		\$ -
Markup on Materials	5%	-	\$ 133		\$ 106		\$ 23		\$ 5		\$ -
Subcontractors	Actual	-	\$ 19,550		\$ 1,500		\$ 18,050		\$ -		\$ -
Markup on Subs	5%	-	\$ 1,023		\$ 120		\$ 903		\$ -		\$ -
Mileage	\$0.580	-	\$ -		\$ -		\$ -		\$ -		\$ -
Per Diem	\$125.00	-	\$ -		\$ -		\$ -		\$ -		\$ -
Grand Totals			\$ 45,123		\$ 8,778		\$ 27,562		\$ 8,783		\$ -

REIMBURSABLE DETAILS		
ITEM	SUB TASK	AMOUNT

Reimbursable Total (Check Cell E22) \$ -

MATERIAL DETAILS		
ITEM	SUB TASK	AMOUNT

Materials Total (Check Cell E23) \$ -

SUBCONTRACTOR DETAILS		
ITEM	SUB TASK	AMOUNT

Subcontractor Total (Check Cell E25) \$ -

Budget Assumptions

LABOR DETAILS		Sub Task 1 - Field Work Prep	
Category	Hours	Assumptions	
WP/Sec			
Staff Associate	12.0	coordination assistance, utility locate	
CAD Operator			
Project Associate	16.0	project coordination, permitting, utility locate	
Project Manager	8.0	PM oversight, client communications	
Sr. Project Manager			
Program Director			
Principal	4.0	technical input/ review	

LABOR DETAILS	Sub Task 2 - Hydropunch Sampling	
Category	Hours	Assumptions
WP/Sec		
Staff Associate	30.0	3 days field work
CAD Operator		
Project Associate	30.0	3 days field work
Project Manager		
Sr. Project Manager	6.0	field implementation oversight
Program Director	3.0	field implementation oversight
Principal		

LABOR DETAILS		Sub Task 3 - Reporting
Category	Hours	Assumptions
WP/Sec	6.0	Report copy generation, editorial review
Staff Associate	20.0	Data tabulation, reporting
CAD Operator	8.0	Figures
Project Associate	16.0	Data tabulation, reporting, QA/QC
Project Manager		
Sr. Project Manager	12.0	Data analysis, data management, reporting, edits
Program Director	6.0	Document review
Principal	4.0	Document review

LABOR DETAILS		Sub Task 4 -
Category	Hours	Assumptions
WP/Sec		
Staff Associate		
CAD Operator		
Project Associate		
Project Manager		
Sr. Project Manager		
Program Director		
Principal		

REIMBURSABLE DETAILS		Sub Task 1 - Field Work Prep		
Item	# of Units	Price	Total	Assumption
Truck	2	\$105	\$ 210.00	
TOTAL			\$ 210.00	

REIMBURSABLE DETAILS		Sub Task 2 - Hydropunch Sampling		
Item	# of Units	Price	Total	Assumption
Truck	3	\$105	\$ 315.00	
TOTAL			\$ 315.00	

REIMBURSABLE DETAILS		Sub Task 3 - Reporting		
Item	# of Units	Price	Total	Assumption
CAD - Recovery Computer	8.00	\$25	\$ 200.00	Hourly CAD computer recovery rate
TOTAL			\$ 200.00	

REIMBURSABLE DETAILS		Sub Task 4 -		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

MATERIALS DETAILS		Sub Task 1 - Field Work Prep		
Item	# of Units	Price	Total	Assumption
Soil Boring Permit	1	\$1,112	\$ 1,112.00	
City of Concord Encroachment	1	\$1,000	\$ 1,000.00	
TOTAL			\$ 2,112.00	

MATERIALS DETAILS		Sub Task 2 - Hydropunch Sampling		
Item	# of Units	Price	Total	Assumption
PID	3	\$150	\$ 450.00	
TOTAL			\$ 450.00	

MATERIALS DETAILS		Sub Task 3 - Reporting		
Item	# of Units	Price	Total	Assumption
Shipping- Reports	1	\$100	\$ 100.00	
TOTAL			\$ 100.00	

MATERIALS DETAILS		Sub Task 4 -		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

SUBCONTRACTOR DETAILS		Sub Task 1 - Field Work Prep		
Item	# of Units	Price	Total	Assumption
GPRS Utility Location	1	\$1,500	\$ 1,500.00	
TOTAL			\$ 1,500.00	

SUBCONTRACTOR DETAILS		Sub Task 2 - Hydropunch Sampling		
Item	# of Units	Price	Total	Assumption
Cascade Drilling	1	\$10,000	\$ 15,000.00	3 day drilling; 9-12 water samples
Surveying	1	\$2,000	\$ 2,000.00	
AIS Waste Disposal	1	\$150	\$ 150.00	
Pace-VOCs	15	\$60	\$ 900.00	
TOTAL			\$ 18,050.00	

SUBCONTRACTOR DETAILS		Sub Task 3 - Reporting		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

SUBCONTRACTOR DETAILS		Sub Task 4 -		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

Task 3 - FS/RDIP Update

SUMMARY	
Total for Job Number	\$ 37,691
Total Labor	\$ 36,916
Total Hours	314.0

PROPOSALS		Data Management				GW Timeframe Eval		Reporting		Property Owner Notification	
		Sub Task 1		Sub Task 2		Sub Task 3		Sub Task 4			
Category		Totals		Location		Location		Location		Location	
SI Number - Description	Rate	Quantity	(\$)	Quantity	(\$)	Quantity	(\$)	Quantity	(\$)	Quantity	(\$)
WP/Sec	\$ 56.44	20.0	\$ 1,129	-	\$ -	-	\$ -	10.0	\$ 564	10.0	\$ 564
Staff Associate	\$ 104.83	108.0	\$ 11,322	20.0	\$ 2,097	40.0	\$ 4,193	32.0	\$ 3,355	16.0	\$ 1,677
CAD Operator	\$ 104.83	10.0	\$ 1,048	-	\$ -	-	\$ -	10.0	\$ 1,048	-	\$ -
Project Associate	\$ 110.21	80.0	\$ 8,817	20.0	\$ 2,204	24.0	\$ 2,645	28.0	\$ 3,086	8.0	\$ 882
Project Manager	\$ 126.33	16.0	\$ 2,021	-	\$ -	16.0	\$ 2,021	-	\$ -	-	\$ -
Sr. Project Manager	\$ 147.83	44.0	\$ 6,505	10.0	\$ 1,478	10.0	\$ 1,478	20.0	\$ 2,957	4.0	\$ 591
Program Director	\$ 161.28	16.0	\$ 2,580	-	\$ -	6.0	\$ 968	10.0	\$ 1,613	-	\$ -
Principal	\$ 174.71	20.0	\$ 3,494	6.0	\$ 1,048	6.0	\$ 1,048	6.0	\$ 1,048	2.0	\$ 349
Reimbursables	Actual	-	\$ 250		\$ -		\$ -		\$ 250		\$ -
Materials	Actual	-	\$ 500		\$ -		\$ -		\$ 100		\$ 400
Markup on Materials	5%	-	\$ 25		\$ -		\$ -		\$ 5		\$ 20
Subcontractors	Actual	-	\$ -		\$ -		\$ -		\$ -		\$ -
Markup on Subs	5%	-	\$ -		\$ -		\$ -		\$ -		\$ -
Mileage	\$0.580	-	\$ -		\$ -		\$ -		\$ -		\$ -
Per Diem	\$125.00	-	\$ -		\$ -		\$ -		\$ -		\$ -
Grand Totals			\$ 37,691		\$ 6,827		\$ 12,354		\$ 14,026		\$ 4,484

REIMBURSABLE DETAILS		
ITEM	SUB TASK	AMOUNT

Reimbursable Total (Check Cell E22) \$ -

MATERIAL DETAILS		
ITEM	SUB TASK	AMOUNT

Materials Total (Check Cell E23) \$ -

SUBCONTRACTOR DETAILS		
ITEM	SUB TASK	AMOUNT

Subcontractor Total (Check Cell E25) \$ -

Budget Assumptions

LABOR DETAILS		Sub Task 1 - Data Management	
Category	Hours	Assumptions	
WP/Sec			
Staff Associate	20.0	Historical data review and analysis; creating database	
CAD Operator			
Project Associate	20.0	Historical data review and analysis; creating database	
Project Manager			
Sr. Project Manager	10.0	Database review and project team management	
Program Director			
Principal	6.0	Review	

LABOR DETAILS	Sub Task 2 - GW Timeframe Eval	
Category	Hours	Assumptions
WP/Sec		
Staff Associate	40.0	Data review and degradation timeframe calculations
CAD Operator		
Project Associate	24.0	Data review and degradation timeframe calculations
Project Manager	16.0	Data review and degradation timeframe calculations
Sr. Project Manager	10.0	Data review and degradation timeframe calculations
Program Director	6.0	Review
Principal	6.0	Review

LABOR DETAILS		Sub Task 3 - Reporting
Category	Hours	Assumptions
WP/Sec	10.0	Report copy generation, editorial review
Staff Associate	32.0	Data tabulation, reporting
CAD Operator	10.0	Figures
Project Associate	28.0	Data tabulation, reporting, QA/QC
Project Manager		
Sr. Project Manager	20.0	Data analysis, data management, reporting, edits
Program Director	10.0	Document review
Principal	6.0	Document review

LABOR DETAILS		Sub Task 4 - Property Owner Notification	
Category	Hours	Assumptions	
WP/Sec	10.0	Prepare mailings for property owner communication	
Staff Associate	16.0	Build and review property owner list and develop fact sheet for communication	
CAD Operator			
Project Associate	8.0	Develop fact sheet for communication	
Project Manager			
Sr. Project Manager	4.0	Review property owner notification process	
Program Director			
Principal	2.0	Review property owner notification process	

REIMBURSABLE DETAILS	Sub Task 1 - Data Management			
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

REIMBURSABLE DETAILS	Sub Task 2 - GW Timeframe Eval			
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

REIMBURSABLE DETAILS		Sub Task 3 - Reporting		
Item	# of Units	Price	Total	Assumption
CAD - Recovery Computer	10.00	\$25	\$ 250.00	Hourly CAD computer recovery rate
TOTAL			\$ 250.00	

REIMBURSABLE DETAILS	Sub Task 4 - Property Owner Notification			
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

MATERIALS DETAILS	Sub Task 1 - Data Management			
Item	# of Units	Price	Total	Assumption
			\$ -	
			\$ -	
TOTAL			\$ -	

MATERIALS DETAILS	Sub Task 2 - GW Timeframe Eval			
Item	# of Units	Price	Total	Assumption
			\$ -	
TOTAL			\$ -	

MATERIALS DETAILS	Sub Task 3 - Reporting			
Item	# of Units	Price	Total	Assumption
Shipping- Reports	1	\$100	\$ 100.00	
TOTAL			\$ 100.00	

MATERIALS DETAILS	Sub Task 4 - Property Owner Notification			
Item	# of Units	Price	Total	Assumption
Shipping- Letters	1	\$400	\$ 400.00	
TOTAL			\$ 400.00	

SUBCONTRACTOR DETAILS	Sub Task 1 - Data Management			
Item	# of Units	Price	Total	Assumption
			\$ -	
TOTAL			\$ -	

SUBCONTRACTOR DETAILS	Sub Task 2 - GW Timeframe Eval			
Item	# of Units	Price	Total	Assumption
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
TOTAL			\$ -	

SUBCONTRACTOR DETAILS	Sub Task 3 - Reporting			
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

SUBCONTRACTOR DETAILS	Sub Task 4 - Property Owner Notification			
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

Task 4 - 2022 SV Field Work and Annual Reporting

SUMMARY	
Total for Job Number	\$ 20,801
Total Labor	\$ 11,428
Total Hours	101.0

3Q19 SV Field Work Prep				3Q19 SV Sampling		Data Entry and QA/QC		Report Preparation	
Sub Task 1				Sub Task 2		Sub Task 3		Sub Task 4	
Location				Location		Location		Location	
SI Number - Description	Rate	Quantity	(\$)	Quantity	(\$)	Quantity	(\$)	Quantity	(\$)
WP/Sec	\$ 58.13	6.0	\$ 349	-	\$ -	-	\$ -	6.0	\$ 349
Staff Associate	\$ 107.97	26.0	\$ 2,807	4.0	\$ 432	16.0	\$ 1,728	4.0	\$ 432
CAD Operator	\$ 107.97	16.0	\$ 1,728	-	\$ -	-	\$ -	16.0	\$ 1,728
Project Associate	\$ 113.51	29.0	\$ 3,292	-	\$ -	1.0	\$ 114	4.0	\$ 454
Project Manager	\$ 130.12	20.0	\$ 2,602	8.0	\$ 1,041	2.0	\$ 260	2.0	\$ 260
Sr. Project Manager	\$ 152.26	2.0	\$ 305	2.0	\$ 305	-	\$ -	-	\$ -
Program Director	\$ 166.12	1.0	\$ 166	-	\$ -	-	\$ -	1.0	\$ 166
Principal	\$ 179.95	1.0	\$ 180	-	\$ -	-	\$ -	1.0	\$ 180
Reimbursables	Actual	-	\$ 610		\$ -		\$ 210		\$ -
Materials	Actual	-	\$ -				\$ -		\$ -
Markup on Materials	5%	-	\$ -		\$ -		\$ -		\$ -
Subcontractors	Actual	-	\$ 8,345		\$ -		\$ 8,345		\$ -
Markup on Subs	5%	-	\$ 417		\$ -		\$ 417		\$ -
Mileage	\$0.580	-	\$ -		\$ -		\$ -		\$ -
Per Diem	\$125.00	-	\$ -		\$ -		\$ -		\$ -
Grand Totals			\$ 20,801		\$ 1,777		\$ 11,074		\$ 1,146

REIMBURSABLE DETAILS		
ITEM	SUB TASK	AMOUNT

Reimbursable Total (Check Cell E22) \$ -

MATERIAL DETAILS		
ITEM	SUB TASK	AMOUNT

Materials Total (Check Cell E23) \$ -

SUBCONTRACTOR DETAILS		
ITEM	SUB TASK	AMOUNT

Subcontractor Total (Check Cell E25) \$ -

Budget Assumptions

LABOR DETAILS	Sub Task 1 - 3Q19 SV Field Work Prep	
Category	Hours	Assumptions
WP/Sec		
Staff Associate	4.0	assist prep.
CAD Operator		
Project Associate		
Project Manager	8.0	prep time; briefing memo; field coordination
Sr. Project Manager	2.0	oversight, project controls
Program Director		
Principal		

LABOR DETAILS		Sub Task 2 - 3Q19 SV Sampling	
Category	Hours	Assumptions	
WP/Sec			
Staff Associate	16.0	2 days field work oversight	
CAD Operator			
Project Associate	1.0	lab QC	
Project Manager	2.0	1 hr per day, manage field work	
Sr. Project Manager			
Program Director			
Principal			

LABOR DETAILS		Sub Task 3 - Data Entry and QA/QC
Category	Hours	Assumptions
WP/Sec		
Staff Associate	4.0	data entry, data tabulaiton
CAD Operator		
Project Associate	4.0	Data QC, QC report generation
Project Manager	2.0	QC report review
Sr. Project Manager		
Program Director		
Principal		

LABOR DETAILS		Sub Task 4 - Report Preparation	
Category	Hours	Assumptions	
WP/Sec	6.0	report copy production	
Staff Associate	2.0	data tabulation	
CAD Operator	16.0	figures	
Project Associate	24.0	report preparation	
Project Manager	8.0	Data analysis, reporting	
Sr. Project Manager			
Program Director	1.0	Document review	
Principal	1.0	Document review	

REIMBURSABLE DETAILS		Sub Task 1 - 3Q19 SV Field Work Prep		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

REIMBURSABLE DETAILS		Sub Task 2 - 3Q19 SV Sampling		
Item	# of Units	Price	Total	Assumption
Truck	2	\$105	\$ 210.00	
TOTAL			\$ 210.00	

REIMBURSABLE DETAILS	Sub Task 3 - Data Entry and QA/QC			
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

REIMBURSABLE DETAILS	Sub Task 4 - Report Preparation			
Item	# of Units	Price	Total	Assumption
CAD - Recovery Computer	16.00	\$25	\$ 400.00	recovery rate
TOTAL			\$ 400.00	

MATERIALS DETAILS		Sub Task 1 - 3Q19 SV Field Work Prep		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

MATERIALS DETAILS		Sub Task 2 - 3Q19 SV Sampling		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

MATERIALS DETAILS		Sub Task 3 - Data Entry and QA/QC		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

MATERIALS DETAILS		Sub Task 4 - Report Preparation		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

SUBCONTRACTOR DETAILS		Sub Task 1 - 3Q19 SV Field Work Prep		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

SUBCONTRACTOR DETAILS		Sub Task 2 - 3Q19 SV Sampling		
Item	# of Units	Price	Total	Assumption
Blaine Tech	1	\$4,425	\$ 4,425.00	17 wells @\$225/well; Mobe/Demobe, 2 days @\$250/day; Portovac Air Pump, 2 days @\$50/day
Pace-summa	22	\$25	\$ 550.00	17 primary, 2 FD, 1 TB, 2 contingency
Pace-flow controller	22	\$35	\$ 770.00	
Pace-VOCs TO-15	20	\$130	\$ 2,600.00	
TOTAL			\$ 8,345.00	

SUBCONTRACTOR DETAILS		Sub Task 3 - Data Entry and QA/QC		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

SUBCONTRACTOR DETAILS		Sub Task 4 - Report Preparation		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

Task 5 - 2022 Indoor Air and Reporting

SUMMARY	
Total for Job Number	\$ 23,714
Total Labor	\$ 13,507
Total Hours	127.0

PROPOSALS		Totals		Field Work Prep		Indoor Air Sampling		Reporting		Data Submittal to Residents	
				Sub Task 1		Sub Task 2		Sub Task 3		Sub Task 4	
Category		Quantity	(\$)	Location		Location		Location		Location	
SI Number - Description	Rate	Quantity	(\$)	Quantity	(\$)	Quantity	(\$)	Quantity	(\$)	Quantity	(\$)
WP/Sec	\$ 58.13	20.0	\$ 1,163	4.0	\$ 233	-	\$ -	8.0	\$ 465	8.0	\$ 465
Staff Associate	\$ 107.97	42.0	\$ 4,535	4.0	\$ 432	14.0	\$ 1,512	24.0	\$ 2,591	-	\$ -
CAD Operator	\$ 107.97	8.0	\$ 864	-	\$ -	-	\$ -	8.0	\$ 864	-	\$ -
Project Associate	\$ 113.51	37.0	\$ 4,200	7.0	\$ 795	-	\$ -	16.0	\$ 1,816	14.0	\$ 1,589
Project Manager	\$ 130.12	16.0	\$ 2,082	4.0	\$ 520	2.0	\$ 260	10.0	\$ 1,301	-	\$ -
Sr. Project Manager	\$ 152.26	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Program Director	\$ 166.12	4.0	\$ 664	-	\$ -	-	\$ -	4.0	\$ 664	-	\$ -
Principal	\$ 179.95	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Reimbursables	Actual	-	\$ 515		\$ -		\$ 315		\$ 200		\$ -
Materials	Actual	-	\$ 530		\$ 100		\$ 230		\$ 100		\$ 100
Markup on Materials	5%	-	\$ 27		\$ 5		\$ 12		\$ 5		\$ 5
Subcontractors	Actual	-	\$ 8,700		\$ -		\$ 8,700		\$ -		\$ -
Markup on Subs	5%	-	\$ 435		\$ -		\$ 435		\$ -		\$ -
Mileage	\$0.580	-	\$ -		\$ -		\$ -		\$ -		\$ -
Per Diem	\$125.00	-	\$ -		\$ -		\$ -		\$ -		\$ -
Grand Totals			\$ 23,714		\$ 2,084		\$ 11,463		\$ 8,007		\$ 2,159

REIMBURSABLE DETAILS		
ITEM	SUB TASK	AMOUNT

Reimbursable Total (Check Cell E22) \$ -

MATERIAL DETAILS		
ITEM	SUB TASK	AMOUNT

Materials Total (Check Cell E23) \$ -

SUBCONTRACTOR DETAILS		
ITEM	SUB TASK	AMOUNT

Subcontractor Total (Check Cell E25) \$ -

Budget Assumptions

LABOR DETAILS	Sub Task 1 - Field Work Prep	
Category	Hours	Assumptions
WP/Sec	4.0	access request letters, 14 homes
Staff Associate	4.0	QC supplies, prep field logs
CAD Operator		
Project Associate	7.0	0.5 hrs per home, coordination and letter prep
Project Manager	4.0	Review and coordination
Sr. Project Manager		
Program Director		
Principal		

LABOR DETAILS	Sub Task 2 - Indoor Air Sampling	
Category	Hours	Assumptions
WP/Sec		
Staff Associate	14.0	1 hr per home
CAD Operator		
Project Associate		
Project Manager	2.0	
Sr. Project Manager		
Program Director		
Principal		

LABOR DETAILS		Sub Task 3 - Reporting
Category	Hours	Assumptions
WP/Sec	8.0	Report copy generation
Staff Associate	24.0	Data tabulation, reporting
CAD Operator	8.0	Figures
Project Associate	16.0	Data tabulation, reporting, QA/QC
Project Manager	10.0	Data analysis, data management, reporting, edits
Sr. Project Manager		
Program Director	4.0	Report review
Principal		

LABOR DETAILS		Sub Task 4 - Data Submittal to Residents
Category	Hours	Assumptions
WP/Sec	8.0	letter production
Staff Associate		
CAD Operator		
Project Associate	14.0	1 hr per home (14 homes) (tables, text)
Project Manager		
Sr. Project Manager		
Program Director		
Principal		

REIMBURSABLE DETAILS	Sub Task 1 - Field Work Prep			
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

REIMBURSABLE DETAILS		Sub Task 2 - Indoor Air Sampling		
Item	# of Units	Price	Total	Assumption
Truck	3	\$105	\$ 315.00	
TOTAL			\$ 315.00	

REIMBURSABLE DETAILS	Sub Task 3 - Reporting			
Item	# of Units	Price	Total	Assumption
CAD - Recovery Computer	8.00	\$25	\$ 200.00	Hourly CAD computer recovery rate
TOTAL			\$ 200.00	

REIMBURSABLE DETAILS		Sub Task 4 - Data Submittal to Residents		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

MATERIALS DETAILS		Sub Task 1 - Field Work Prep		
Item	# of Units	Price	Total	Assumption
Shipping- Access Letters	1	\$100	\$ 100.00	
TOTAL			\$ 100.00	

MATERIALS DETAILS		Sub Task 2 - Indoor Air Sampling		
Item	# of Units	Price	Total	Assumption
PID	2	\$115	\$ 230.00	
TOTAL			\$ 230.00	

MATERIALS DETAILS		Sub Task 3 - Reporting		
Item	# of Units	Price	Total	Assumption
Shipping- Reports	1	\$100	\$ 100.00	
TOTAL			\$ 100.00	

MATERIALS DETAILS		Sub Task 4 - Data Submittal to Residents		
Item	# of Units	Price	Total	Assumption
Shipping- Data packages	1	\$100	\$ 100.00	
TOTAL			\$ 100.00	

SUBCONTRACTOR DETAILS		Sub Task 1 - Field Work Prep		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

SUBCONTRACTOR DETAILS		Sub Task 2 - Indoor Air Sampling		
Item	# of Units	Price	Total	Assumption
Pace-summa+ flow controller	30	\$60	\$ 1,800.00	20 primary, 2 FD, 3 ambient, 5 contingency. Assumes 8 of 14 houses responded for sampling
Pace-VOCs TO-15 SIM	30	\$190	\$ 5,700.00	
				6 primary, 1 FD, 1 ambient. Assumes 2 houses for concurrent sampling to evaluate passive sampling technology
Beacon-Chlorosorber	8	\$50	\$ 400.00	
BeaconVOCs TO-15	8	\$100	\$ 800.00	
TOTAL			\$ 8,700.00	

SUBCONTRACTOR DETAILS		Sub Task 3 - Reporting		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

SUBCONTRACTOR DETAILS		Sub Task 4 - Data Submittal to Residents		
Item	# of Units	Price	Total	Assumption
TOTAL			\$ -	

Task 6a - Regulatory Management 2021

SUMMARY	
Total for Job Number	\$ 21,035
Total Labor	\$ 21,035
Total Hours	156.0

PROPOSALS				Sub Task 1	Project Management	Sub Task		Sub Task	
Category	Rate	Totals		Location		Location		Location	
SI Number - Description		Quantity	(\$)	Quantity	(\$)	Quantity	(\$)	Quantity	(\$)
WP/Sec	\$ 56.44	13.0	\$ 734	13.0	\$ 734	-	\$ -		\$ -
Staff Associate	\$ 104.83	-	\$ -	-	\$ -	-	\$ -		\$ -
CAD Operator	\$ 104.83	-	\$ -	-	\$ -	-	\$ -		\$ -
Project Associate	\$ 110.21	26.0	\$ 2,865	26.0	\$ 2,865	-	\$ -		\$ -
Project Manager	\$ 126.33	26.0	\$ 3,285	26.0	\$ 3,285	-	\$ -		\$ -
Sr. Project Manager	\$ 147.83	52.0	\$ 7,687	52.0	\$ 7,687	-	\$ -		\$ -
Program Director	\$ 161.28	26.0	\$ 4,193	26.0	\$ 4,193	-	\$ -		\$ -
Principal	\$ 174.71	13.0	\$ 2,271	13.0	\$ 2,271	-	\$ -		\$ -
Reimbursables	Actual	-	\$ -		\$ -				
Materials	Actual	-	\$ -		\$ -				
Markup on Materials	5%	-	\$ -		\$ -		\$ -		\$ -
Subcontractors	Actual	-	\$ -		\$ -				
Markup on Subs	5%	-	\$ -		\$ -				
Mileage	\$0.580	-	\$ -	-	\$ -		\$ -		\$ -
Per Diem	\$125.00	-	\$ -	-	\$ -		\$ -		\$ -
Grand Totals			\$ 21,035		\$ 21,035		\$ -		\$ -

REIMBURSABLE DETAILS		
ITEM	SUB TASK	AMOUNT

Reimbursable Total (Check Cell E22) \$ -

MATERIAL DETAILS		
ITEM	SUB TASK	AMOUNT

Materials Total (Check Cell E23) \$ -

SUBCONTRACTOR DETAILS		
ITEM	SUB TASK	AMOUNT

Subcontractor Total (Check Cell E25) \$ -

Budget Assumptions	
Sub Task 1 - Project Management	Assumptions
Category	Hours
	Document filing, etc.
WP/Sec	13.0
Staff Associate	-
CAD Operator	-
Project Associate	26.0
Project Manager	26.0
Sr. Project Manager	52.0
Program Director	26.0
Principal	13.0

Sub Task -		Assumptions
Category	Hours	
WP/Sec		
Staff Associate		
CAD Operator		
Project Associate		
Project Manager		
Sr. Project Manager		
Program Director		
Principal		

REIMBURSABLE DETAILS		Assumption
ITEM	SUB TASK	

MATERIAL DETAILS		Assumption
ITEM	SUB TASK	

Task 6b - Regulatory Management 2022

SUMMARY	
Total for Job Number	\$ 24,592
Total Labor	\$ 24,592
Total Hours	189.0

PROPOSALS				Sub Task 1	Project Management	Sub Task		Sub Task	
Category	Rate	Totals		Location		Location		Location	
SI Number - Description		Quantity	(\$)	Quantity	(\$)	Quantity	(\$)	Quantity	(\$)
WP/Sec	\$ 58.13	18.0	\$ 1,046	18.0	\$ 1,046	-	\$ -	-	\$ -
Staff Associate	\$ 107.97	-	\$ -	-	\$ -	-	\$ -	-	\$ -
CAD Operator	\$ 107.97	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Project Associate	\$ 113.51	36.0	\$ 4,086	36.0	\$ 4,086	-	\$ -	-	\$ -
Project Manager	\$ 130.12	72.0	\$ 9,369	72.0	\$ 9,369	-	\$ -	-	\$ -
Sr. Project Manager	\$ 152.26	36.0	\$ 5,481	36.0	\$ 5,481	-	\$ -	-	\$ -
Program Director	\$ 166.12	18.0	\$ 2,990	18.0	\$ 2,990	-	\$ -	-	\$ -
Principal	\$ 179.95	9.0	\$ 1,620	9.0	\$ 1,620	-	\$ -	-	\$ -
Reimbursables	Actual	-	\$ -		\$ -				
Materials	Actual	-	\$ -		\$ -				
Markup on Materials	5%	-	\$ -		\$ -		\$ -		\$ -
Subcontractors	Actual	-	\$ -		\$ -				
Markup on Subs	5%	-	\$ -		\$ -				
Mileage	\$0.580	-	\$ -	-	\$ -		\$ -		\$ -
Per Diem	\$125.00	-	\$ -	-	\$ -		\$ -		\$ -
Grand Totals			\$ 24,592		\$ 24,592		\$ -		\$ -

REIMBURSABLE DETAILS		
ITEM	SUB TASK	AMOUNT

Reimbursable Total (Check Cell E22) \$ -

MATERIAL DETAILS		
ITEM	SUB TASK	AMOUNT

Materials Total (Check Cell E23) \$ -

SUBCONTRACTOR DETAILS		
ITEM	SUB TASK	AMOUNT

Subcontractor Total (Check Cell E25) \$ -

Budget Assumptions	
Sub Task 1 - Project Management	Assumptions
Category	Hours
	1.5 hr per month for document filing, etc.
WP/Sec	18.0
Staff Associate	-
CAD Operator	-
Project Associate	36.0
Project Manager	72.0
Sr. Project Manager	36.0
Program Director	18.0
Principal	9.0

Sub Task -		Assumptions
Category	Hours	
WP/Sec		
Staff Associate		
CAD Operator		
Project Associate		
Project Manager		
Sr. Project Manager		
Program Director		
Principal		

REIMBURSABLE DETAILS		Assumption
ITEM	SUB TASK	

MATERIAL DETAILS		Assumption
ITEM	SUB TASK	

APPENDIX B UPDATED CONTRACTING DOCUMENT

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (the "Agreement") is entered into on _____ (the "Effective Date") between UNION PACIFIC RAILROAD COMPANY, successor by merger of Southern Pacific Transportation Company, a Delaware corporation ("UPRR"), the "Hookston Owners" as defined in the 1997 Settlement Agreement and Contra Costa County (the "County"), and ERM-WEST, INC., a California corporation ("Contractor").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

Section 1. DESCRIPTION OF THE WORK.

The Contractor will serve the role identified as the Lead Remediation Contractor as described in the 1997 Settlement Agreement which is included as Exhibit A. The work to be performed by Contractor under this Agreement for the provision of environmental remediation and related environmental services (the "Work") at or near Hookston Station, Pleasant Hill, California (the "Job Site"). The Work will be set forth in separate defined scopes of work as described in Section 4, at the request of UPRR and the Hookston Owners Representative to accomplish tasks and other requirements set forth in the Regional Water Quality Control Board Order No. R2-2007-0009 *Adoption of Final Site Cleanup Requirements and Rescission of Order Nos. R2-2003-0035 and R2-2004-0081*, dated January 30, 2007, which is incorporated into Exhibit B.

Section 2. REPRESENTATIONS AND WARRANTIES.

- Contractor shall perform the Work in conformity with the same care and skill ordinarily exercised by experienced professional performing similar services for projects of similar scope and complexity in the same jurisdiction.
- Contractor's personnel assigned by Contractor to perform the Work are experienced, qualified, and licensed (if necessary or advisable) to perform the Work.
- Contractor and its personnel assigned to perform the Work shall comply in all respects with this Agreement, and all federal, state and local laws, rules, regulations, orders, codes and ordinances applicable to the Work, including environmental, safety and health laws (if applicable) that are in effect at the time the Work is performed.
- The Work shall not infringe on any patent, copyright, trademark, or other intellectual property right.
- UPRR and the Hookston Owners use of the Work, in accordance with Contractor's instructions, shall comply with all applicable laws, rules, regulations, order, codes and ordinances.
- Contractor has the expertise necessary to perform the Work and UPRR and the Hookston Owners are entitled to rely on Contractor's expertise, reports, data and/or conclusions reached by Contractor in its performance of the Work.
- Contractor shall, at Contractor's own expense, furnish (unless herein otherwise specifically provided) all superintendence, labor, tools, equipment, materials, and supplies and all other things requisite and necessary to perform the Work.
- Contractor has all necessary permits and/or licenses required to perform the Work contemplated by this Agreement.

- Contractor warrants the Work for a period of one year from completion of the Work.
- CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.

Section 3. AUTHORIZED REPRESENTATIVES.

In accordance with the 1997 Settlement Agreement, UPRR and the Hookston Owners each have designated one representative. These representatives are identified as follows:

UPRR Representative:

Lauren A. Mancuso
Union Pacific Railroad
Sr. Manager, Environmental Site Remediation
Mailing Address: 1408 Middle Harbor Road, Oakland, CA 94607
e-mail: lamancus@up.com|
Phone: 916-217-5086

Hookston Owners Representative:

Maureen Toms
Contra Costa County
C/O Department of Conservation and Development
Mailing Address: 30 Muir Road, Martinez, CA 94553
e-mail: Maureen.Toms@dcd.cccounty.us
Phone: 925-674-7878

Section 4. ALLOCATION OF COSTS AND ESCROW ACCOUNT MANAGEMENT

In accordance with Item 4 of the 1997 Settlement Agreement, UPRR and the Hookston Owners have agreed to bear the costs of the Work equally (50% contribution from UPRR and 50% contribution from the Hookston Owners). UPRR and the Hookston Owners have established an interest-bearing escrow account for financial contributions to fund the execution of the Work ("Escrow Account"). UPRR and the Hookston Owners Representative have appointed a third-party administrator to manage the Escrow Account; the third-party administrator role is excluded from this contract. Unless otherwise agreed to between the UPRR and the Hookston Owners, both UPRR and the Hookston Owners shall deposit payments of two hundred and fifty thousand dollars (\$250,000) each when the balance of the Escrow Account balance falls below one hundred thousand dollars (\$100,000).

Section 5. ESTIMATION OF COSTS AND COMPENSATION.

Contractor will provide a Scope of Work Cost Estimate (the "Estimate") with an estimated probable cost for each scope item requested by UPRR and the Hookston Owners Representative. Each Estimate will be itemized with estimated costs for labor, subcontractors, and materials unless a lump sum or other arrangement is agreed between the parties. The labor rates will be estimated using the current rate sheet for the calendar year when the work will occur. Contractor may adjust labor rates annually at the beginning of a new calendar year. Contractor will have the right to promote staff members across labor categories throughout the year with notice to UPRR and the Hookston Owners Representative. The Authorized Representative will verify that the Escrow Account is fully funded for each Estimate at the time of approval.

In consideration of the performance of the Work, UPRR and the Hookston Owners (as authorized by the Hookston Owners Representative) will pay to the Contractor an amount not to exceed the estimated probable cost unless Contractor has requested and received authorization from UPRR and the Hookston

Owners Representative on an increase to the cost estimate. Compensation will be provided on a monthly basis for work performed by the Contractor at the Contractor's unit or lump sum rates as set forth in the approved Estimate. UPRR and Hookston Owners will reimburse reasonable, documented expenses incurred by Contractor in performance of the Work. Fees stated herein do not include applicable taxes, including jurisdiction-specific taxes, such as sales tax, use tax, commodity tax, excise tax, valued added tax, withholding tax, transaction tax, customs, tariffs, duties and similar levies, which shall be the sole responsibility of UPRR and Hookston Owners. Contractor will be responsible for applicable taxes on Contractor's net income or taxes arising from the independent contractor relationship between Contractor and its personnel. Late payments will bear interest at 1.5% per month. Contractor will have the right to suspend performance of the work in the event of non-payment of undisputed invoices.

The third-party administrator of the Escrow Account will be responsible for seeking review and/or approvals by UPRR and the Hookston Owners Representative at their direction. Compensation will be issued from the Escrow Account by the third-party administrator.

The amount specified in each invoice will be payable within thirty (30) days after presentation of an invoice to the third-party administrator of the Escrow Account to cover the Work with reference to this Agreement.

Section 6. TERM; TERMINATION.

This Agreement shall continue for a period of three (3) years from the Effective Date, unless terminated sooner as provided herein (the "Term").

Either Contractor or UPRR and the Hookston Owners Representative, may terminate this Agreement at any time during the Term, with or without cause, by providing the other party thirty (30) days written notice of termination. Termination by UPRR and the Hookston Owners Representative may only occur by agreement between the parties as established in the 1997 Settlement Agreement. Upon termination, UPRR and the Hookston Owners sole obligation to Contractor shall be to pay for Work performed through the date of termination at the rates set forth in the approved Estimate, together with all reasonable costs incurred by Contractor after termination that are necessary to conclude Contractor's performance under the Agreement including, without limitation, demobilization and demurrage costs.

The Term of this Agreement may be extended by addendum with the written concurrence of UPRR, the Hookston Owners Representative, and the Contractor

Section 7. INSURANCE REQUIREMENTS.

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of \$1,000,000 each occurrence and an aggregate limit of \$2,000,000.

Business Automobile Coverage Insurance. Business auto coverage with a combined single limit of \$1,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

Worker's Compensation and Employer's Liability Insurance. Coverage must include but not limited to:

- Contractor's statutory liability under the worker's compensation laws of the state(s) affected by this Agreement.
- Employer's liability (Part B) with limits of \$1,000,000.00 each accident, \$1, 000,000.00 disease policy limit, \$1,000,000.00 each employee.

If Contractor is self-insured, evidence of state approval and excess worker's compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

Alternate Employer Endorsement. Worker's compensation and employer's liability insurance must be endorsed with ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing the parties comprising Hookston in the schedule as the alternate employer, which must be stated on the certificate of insurance.

Umbrella or Excess Insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

All policy(ies) required above (except worker's compensation and employer's liability and professional liability) must include the parties comprising the Hookston Owners as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10 04 13 and CG 20 37 04 13 (or substitute forms providing equivalent coverage),, which must be stated on the certificate of insurance. The coverage provided to the parties comprising UPRR and the Hookston Owners as additional named insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 10 04 13 and CG 20 37 04 13,, provide coverage for the parties comprising UPRR or the Hookston Owners negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

The fact that insurance is obtained by Contractor or by UPRR and/or the Hookston Owners on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UPRR or Hookston Owners from Contractor or any third party will not be limited by the amount of the required insurance coverage.

Contractor waives all rights against UPRR and Hookston Owners and their agents, officers, directors and employees, where permitted by law, for recovery of damages to the extent these damages are covered by the worker's compensation and employer's liability or commercial umbrella/excess liability insurance obtained by Contractor required by this Agreement, which must be stated on the certificate of insurance.

Prior to commencing the Work, Contractor shall furnish UPRR and Hookston Owners with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

All insurance policies must be written by a reputable insurance company acceptable to Hookston or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the Work is to be performed.

Section 8. ENFORCEABILITY; CHOICE OF LAW; CHOICE OF FORUM.

This Agreement shall be governed, construed, and enforced in accordance with the Laws of the State of California. The arbitration mechanism set forth in this Agreement shall be instituted and maintained only in the State of California and the parties consent to their participation in such arbitration procedures in that forum. All claims must be brought within one year of completion of Work.

Section 9. INDEPENDENT CONTRACTOR.

The Contractor and the agents and employees of the Contractor are not and shall not be considered as employees of the parties comprising UPRR and the Hookston Owners. The Contractor shall be and remain an independent contractor and nothing herein contained shall be construed inconsistent with that status. If UPRR and the Hookston Owners Representative determines, in their joint discretion, that any

person employed by Contractor or any subcontractor is not performing the Work in accordance with Contractor representations and warranties set forth herein, then, upon the request of the Authorized Representative, Contractor shall permanently remove such person from the Work unless otherwise agreed to in writing by the Authorized Representative.

Section 10. PAYMENT OF WAGES AND PAYROLL TAXES.

The Contractor shall pay the wages and salaries of the officers and employees of the Contractor in strict accordance with all applicable law, including those relating to wages, prevailing wages, minimum wages, working hours, overtime, and working conditions. The Contractor agrees to accept exclusive liability for the payment of any and all payroll taxes or contributions for unemployment insurance or old age pensions or annuities which are measured by the wages, salaries or other remuneration paid to the employees of the Contractor or measured by the performance by Contractor of the services, or the furnishing of equipment, tools, or materials, as provided herein. The Contractor further agrees to reimburse UPRR and the Hookston Owners for any of such of the aforesaid taxes and contributions as by law UPRR and the Hookston Owners may be required to pay. The Contractor agrees to comply with all valid administrative regulations respecting the assumption of liability for the aforesaid taxes and contributions and the supplying of information to the proper authorities.

The Contractor agrees to comply with the provisions of 29 Code of Federal Regulations (CFR), Part 470, if applicable.

Section 11. GENERAL INDEMNITY AND LIABILITY.

Contractor shall defend, indemnify, and hold harmless UPRR and the Hookston Owners from all fines, judgments, awards, claims, demands, liability, losses, damages and expenses (including attorney fees and costs) ("Claims") to the extent arising out of Contractor's negligent actions or omissions or willful misconduct in the performance of this Agreement, including but not limited to those Claims based on injury or death to third parties persons and loss or damage to property belonging to third parties (including environmental claims). If a Claim is brought by an employee of Contractor, then except to the extent finally determined through the arbitration mechanism set forth herein (the "Arbitration") as being caused by the intentional misconduct or negligence of UPRR or the Hookston Owners and/or its employees, Contractor shall defend, indemnify, and hold harmless UPRR and the Hookston Owners from such employee's Claim. **EXCEPT AS OTHERWISE SET FORTH HEREIN, CONTRACTOR'S INDEMNIFICATION OBLIGATION WITH RESPECT TO CLAIMS BROUGHT BY CONTRACTOR'S EMPLOYEES HEREUNDER IS EXPRESSLY INTENDED TO INCLUDE INDEMNIFICATION FOR ALL CLAIMS, INCLUDING THOSE CAUSED OR ALLEGED TO BE CAUSED BY THE PARTIAL OR SOLE NEGLIGENCE OF UPRR AND THE HOOKSTON OWNERS AND/OR ITS EMPLOYEES, WHETHER ACTIVE OR PASSIVE. TO THE EXTENT IT MAY LAWFULLY DO SO, CONTRACTOR WAIVES ANY AND ALL DEFENSES UNDER WORKERS' COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO SO INDEMNIFY UPRR AND THE HOOKSTON OWNERS.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR SHALL INCLUDE ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST UPRR OR HOOKSTON OWNERS UNDER THE FEDERAL EMPLOYER'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT.

UPRR and Hookston Owners shall give notice to Contractor, in writing, of the receipt or pendency of any Claims, and there upon Contractor shall defend UPRR and Hookston Owners, at their discretion, from and against all such Claims for which Contractor has an indemnification obligation with counsel reasonably satisfactory to UPRR and Hookston Owners. Contractor shall not settle any Claim in any manner that would impose any expense, penalty, obligation or limitation on UPRR and Hookston Owners without the prior written consent of each of the parties comprising UPRR and Hookston Owners. UPRR and Hookston Owners shall have the right, but not the obligation, to defend any Claim, and if UPRR and Hookston Owners opts to defend, Contractor shall remain obligated to indemnify, and save harmless UPRR and Hookston Owners from and against all Claims. If Contractor disputes its indemnification

obligation with regard to a particular Claim, Contractor shall nevertheless defend UPRR and Hookston Owners, and UPRR and Hookston Owners shall reimburse Contractor for any portion of the damages, judgments, decrees, attorney fees, costs, and expenses that is determined attributable to UPRR and Hookston Owners through Arbitration.

Contractor's obligations to defend, indemnify, and hold harmless exist whether the claims giving rise to these obligations are made against the parties comprising UPRR and Hookston Owners individually or collectively as a whole.

EXCEPT FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND BREACH OF CONFIDENTIALITY, (A) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, ECONOMIC LOSSES OR LOST PROFITS, AND (B) CONTRACTOR WILL NOT BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES IN EXCESS OF \$1,000,000.

The obligations and limitations of this Section shall survive any termination of this Agreement.

Section 12. CONFIDENTIAL INFORMATION, USE RESTRICTIONS, AND NONDISCLOSURE OBLIGATIONS.

County is a political subdivision of the State of California and is, therefore, subject to the California Public Records Act (California Government Code Sections 6250 *et seq.*, the "Act"). Subject to the procedures set forth below, any confidential information provided to or by Contractor in connection with Contractor's performance of Work under this Agreement that County may be obligated to disclose under California law may be released and disclosed by Contractor pursuant to the Act, and any such release or disclosure shall not in any way constitute a breach of this Agreement, nor shall County, UPRR, and the other parties comprising Hookston Owners be liable to Contractor for such release or disclosure. In the event County receives a request for disclosure of confidential information which Contractor, UPRR or Hookston Owner has specifically marked "Confidential" or "Proprietary," County shall provide Contractor, UPRR and the other parties comprising Hookston Owners with written notice of such request (the "Notice of Request for Disclosure"). In the event Contractor or any of the other parties comprising UPRR and Hookston Owners has a reasonable basis for contending that the disclosure of such confidential information is not required by the Act, Contractor, UPRR or any of the other parties comprising Hookston Owners shall, within ten (10) days of the date of the Notice of Request for Disclosure, notify County in writing of its objection to disclosure and the basis therefore. In the event County determines that the information requested is not exempt from disclosure and intends to release the requested information in compliance with the Act, then it shall provide written notice of such intent to Contractor, UPRR and the other parties comprising Hookston Owners ("Notice of Disclosure"), and Contractor, UPRR, or any of the other parties comprising Hookston Owners shall then have fourteen (14) days from the date of the Notice of Disclosure to seek relief from disclosure required under the Act in Superior Court of California, County of Contra Costa. If County receives no written objection from Contractor, UPRR, or any of the other parties comprising Hookston Owners within fourteen (14) days of the date of the Notice of Disclosure, County may disclose the Confidential Information referenced in the Notice of Disclosure.

Unless directed by court order, neither the Contractor nor its agents or employees will act as an expert witness or consultant or otherwise assist, aid or render services in any way for any attorney, consultant, expert or party associated with litigation against UPRR or Hookston Owners as it pertains to the Work provided under this Agreement, whether such services are rendered gratuitously or for compensation.

Section 13. RIGHT TO STOP WORK; EXTRA WORK.

It is understood and agreed that UPRR Representative and Hookston Owners Representative shall have the right to stop the Work or make changes in the amount, dimensions or character of the Work as, in the opinion of the Authorized Representative, the interests of the Work or of UPRR and the Hookston Owners may require; and if any such stoppage, changes or alterations should diminish the quantity of the Work,

they shall not constitute a claim for damages for anticipated profits on the Work so dispensed with. Any increase in the amount of the Work that may result from such changes, shall be paid for at the same rates as similar work is herein contracted to be paid for; and, if such work is not similar to that herein contracted for, the Contractor shall submit information concerning the nature of the same to UPRR and the Hookston Owners before such work is commenced and provided that UPRR and the Hookston Owners agree that the work is dissimilar, it shall be classified as "Extra Work" and paid for at prices to be agreed upon between Hookston and the Contractor prior to the commencement of the same; but, if the Contractor and UPRR and the Hookston Owners are unable to agree upon a price for such Extra Work, UPRR and the Hookston Owners may enter into a contract with any other party or parties for its execution or may itself perform any and all such Extra Work without any liability or obligation to Contractor with respect to such work.

Contractor shall have the right to suspend performance of the Work, or terminate this Agreement, without liability, immediately upon notice to the UPRR and the Hookston Owners Authorized Representatives, if Contractor determines in its sole discretion, based on circumstances surrounding the Work, that the health and safety of its personnel or its subcontractors' personnel is or may be at risk in performing the Work.

Section 14. CONTRACTOR'S BOOKS AND RECORDS – AUDITING.

The Contractor agrees that it will maintain comprehensive records of its employees, its equipment and the Work performed under this Agreement. The Contractor will keep these records available for inspection by UPRR or Hookston Owners auditors or its Authorized Representatives once a year for a period of three (3) years following completion of the Work or expiration or termination howsoever of this Agreement.

Once a year during the 3-year period, during which the records are maintained by the Contractor, UPRR or Hookston Owners or their respective Authorized Representatives shall have the right to audit the Contractor's records to determine the accuracy of bills submitted by the Contractor under the Compensation section hereof. The Contractor agrees to reimburse UPRR and Hookston Owners for amounts that are not supported by the records maintained by the Contractor.

Contractor will have the right to exclude any trade secrets, proprietary information, confidential data, non-reimbursable costs or derivation of rates or profit margins from any audit conducted hereunder, and no such audit will unreasonably interfere with Contractor's business operations.

Section 15. ASSIGNMENT – SUBCONTRACTING.

The Contractor shall not assign or subcontract this Agreement or any interest therein, except as either approved in the Estimate or with the written consent of UPRR and the Hookston Owners Authorized Representatives. If the approved Estimate or the UPRR and Hookston Owners Authorized Representatives gives the Contractor permission to subcontract all or any portion of the Work, the Contractor is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

The Contractor agrees to comply with the provisions of 29 CFR, Part 470, if applicable.

Section 16. PATENT, COPYRIGHT, AND OTHER INFRINGEMENTS.

The Contractor shall indemnify, defend, and hold harmless UPRR and the Hookston Owners from and against any and all claims, lawsuits, judgments, losses, costs, and expenses (including attorneys' fees) arising out of any claims or action made or brought against UPRR and the Hookston Owners to the extent that it is based on a claim that any product, equipment, design, or any other material or thing furnished by the Contractor, or used by the Contractor in performing the Work under this Agreement, including without limitation, any computer software or related equipment or products, infringes upon patent, copyright, trademark, or other proprietary right of any third party, constitutes misappropriation of a trade secret, or constitutes misuse of a license. This indemnification obligation shall not apply in the case where

Authorized Representative, UPRR, or Hookston Owners directed Contractor to incorporate infringed third party intellectual property rights into the Work.

Section 17. MODIFICATION – WAIVER OF DEFAULT – ENTIRE AGREEMENT.

No modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Contractor and the UPRR and Hookston Owners Authorized Representatives and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by UPRR and the Hookston Owners Authorized Representatives of any default by Contractor shall not affect or impair any right arising from any subsequent default. This Agreement and the attachments attached hereto and made a part hereof constitute the entire understanding between Contractor and UPRR and the Hookston Owners for the Work and cancel and supersede any prior negotiations, understandings or Agreements (including any Master Agreement for similar services, if applicable), whether written or oral, with respect to the Work or any part thereof. The terms and conditions of this Agreement are not subject to any previous agreements between the parties, including any Master Agreements for similar services provided by Contractor for Work on the Job Site. The parties agree that the terms of this Agreement shall govern.

Section 18. ARBITRATION.

In the event of a disagreement between the parties as to the interpretation or implementation of this Agreement, UPRR, Hookston Owners, and Contractor will follow the procedures set forth below:

Either party may initiate arbitration of an unresolved dispute by providing the other party written notice that specifically identifies the question(s) to be submitted for arbitration.

Arbitration shall be governed by the rules of the American Arbitration Association applying to commercial disputes, but such arbitration shall not occur under the auspices of the American Arbitration Association.

Venue for the arbitration shall be in Contra Costa County, California. UPRR, Hookston Owners, and Contractor shall confer in an effort to agree on a former federal judge or magistrate judge as an arbitrator (the "Arbitrator"). If the parties are unable to agree on the Arbitrator, any party may request that the Arbitrator be selected by the Chief Judge of the United States District Court for the State of California.

UPRR and Hookston Owners and Contractor shall follow such rules of discovery as are set by the Arbitrator. The Arbitrator may issue the arbitration decision, which shall be in writing and delivered to both parties. The Arbitrator is empowered to award injunctive or other equitable relief, damages, or such other remedies as the Arbitrator concludes are just and equitable, provided that a court could have provided such a remedy, and further provided that the remedy does not impact/affect Hookston's operations. The arbitration decision shall be conclusively binding on the parties. Payment of damages or awards pursuant to the arbitration decision shall be made within thirty (30) days after the decision is published. The parties may enforce arbitration decisions in an appropriate court.

Unless otherwise directed by the Authorized Representative, Contractor shall continue performance under this Agreement during any arbitration.

The parties shall each bear their own attorney fees and other costs or arbitration unless the Arbitrator concludes that either party has been dilatory or otherwise not participated in the arbitration procedure in good faith, in which case attorney fees and costs may be awarded against such party.

The parties intend that this arbitration procedure shall be conducted to assure that no third person in any other proceeding will be able to assert that either party herein has made an admission of fault or negligence or is collaterally estopped to deny such fault or negligence. UPRR, Hookston Owners, and Contractor agree to cooperate in the defense of any lawsuit brought against either or both of them by a third party (including employees).

Section 19. ENFORCEABILITY.

In the event any provision of this Agreement shall be deemed to be unenforceable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that the provision shall either, at the election of the parties, be severed from the Agreement or reformed in Arbitration to make it enforceable.

The parties hereto do not intend to grant rights *to* any third party *that* allow such party to rely on the work product of Contractor.

Section 20. RETAINED RIGHTS.

The parties acknowledge and agree that Contractor retains all right, title and interest in and to any invention, whether patentable or not, including but not limited to compositions, formulas, designs, products, and methods, together with any data, and any know-how, copyrights, software programs, trade secrets, patents, copyrightable materials, and other intellectual property ("Intellectual Property") (a) owned, made, conceived, authored, reduced to practice, or otherwise developed by Contractor prior to the Effective Date of this Agreement, or (b) developed by Contractor outside the scope of Work under this Agreement (collectively (a) and (b), the "Retained Rights").

Section 21. MISCELLANEOUS.

UPRR and Hookston Owners represents and warrant that (i) they will provide access to Job Site, including access to public and private property as required for Contractor to perform Work, (ii) they will provide complete and accurate information as necessary for Contractor's performance of the Work, (iii) they will approve or direct each specific location for boring, drilling, excavation or other intrusive work and identify concealed or underground utilities, structures, obstructions or sensitive conditions before Contractor performs Work, (iv) Contractor will have the right to rely on all information provided by UPRR and Hookston Owners in order for Contractor to perform Work, (v) Contractor is not responsible for any conditions existing at Job Site prior to performance of the Work ("Pre-Existing Conditions"), (vi) Contractor is not responsible for handling or transporting hazardous materials or other waste from the Job Site, for which UPRR and Hookston Owners agree they will remain liable, and (vii) UPRR and Hookston Owners agree they will remain liable for the acts or omissions of any third parties that UPRR and Hookston Owners may engage, directly or indirectly, to perform services, including, but not limited to, the Authorized Representative (collectively, "Third-Party Contractors") in connection with one or more projects for which Contractor is performing Work for UPRR and Hookston Owners.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD: UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

Printed Name: _____

HOOKSTON OWNERS REPRESENTATIVE

By: _____

Title: _____

Printed Name: _____

CONTRACTOR: ERM-West, Inc.

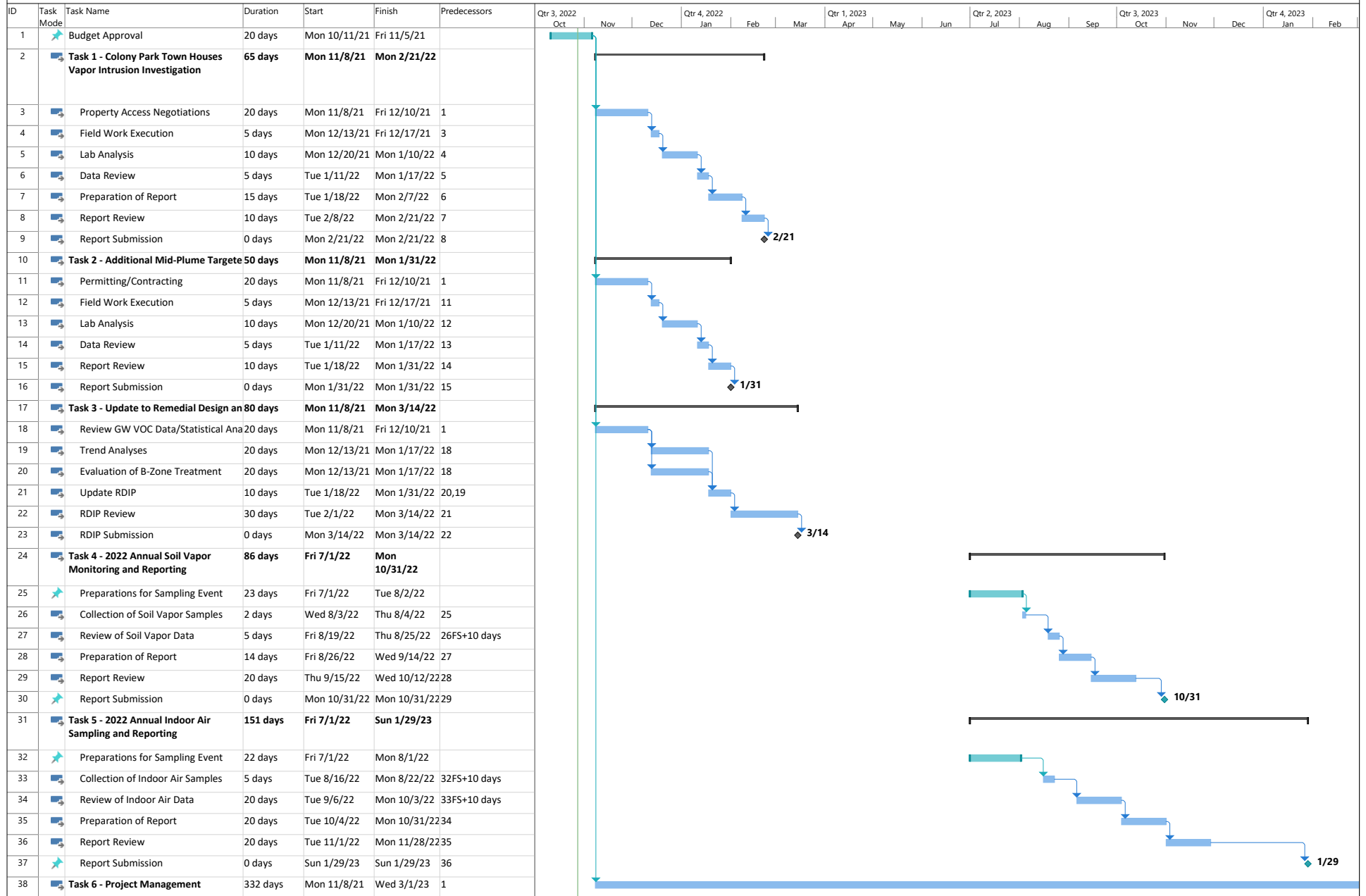
By: _____

Title: _____

Printed Name: _____

APPENDIX C ESTIMATED PROJECT SCHEDULE

Appendix C: Project Schedule
Hookston Station Site
Pleasant Hill, California



Project: Hookston 2020 Tasks G Date: Thu 10/28/21	Task	Project Summary	Manual Task	Start-only	Deadline	Progress
	Split	Inactive Task	Duration-only	Finish-only	Progress	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	Manual Progress	Manual Progress