



# City of Emeryville

CALIFORNIA

## PROFESSIONAL SERVICES CONTRACT

### SIXTH AMENDMENT

**THIS SIXTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT** (“Amendment”) is effective as of \_\_\_\_\_ (the “Effective Date”), by and between **THE CITY OF EMERYVILLE AS SUCCESSOR AGENCY TO THE EMERYVILLE REDEVELOPMENT AGENCY**, a municipal corporation, (“Successor Agency”) and **EKI ENVIRONMENT & WATER, INC.** (“Contractor”), individually referred to as a “Party” and collectively as the “Parties”.

### WITNESSETH THAT

**WHEREAS**, the Successor Agency and Contractor entered into a Professional Services Contract dated July 1, 2022 (“Contract”) for the purpose of retaining the services of Contractor to provide groundwater and surface water monitoring program for the South Bayfront Project (Bay Street Project - Site A), and amended that Contract on April 20, 2004, October 4, 2011, January 18, 2022, and January 17, 2023; and

**WHEREAS**, the intent of the Fifth Amendment is to augment the contract budget so that there is sufficient money available to cover the cost of the semi-annual groundwater monitoring, prepare semi annual reports, revise the draft Fourth Five-Year Review for DTSC, provide for well maintenance, repairs, and replacement, and cover the cost for long-term groundwater and management services through June 30, 2025;and

**WHEREAS**, the Successor Agency finds that specialized knowledge, skills, and training are necessary to render the environmental consulting services required for the continued implementation of post-soil remediation of groundwater on Site A; and

**WHEREAS**, the Successor Agency has reviewed the original Professional Services Agreement and prior Fifth Amendment to this Contract and has determined that the Consultant is qualified to render such services and prepared a Sixth Amendment to the Professional Services Agreement to increase the compensation by \$160,000 for a total not to exceed amount of \$1,482,000; and

**WHEREAS**, the Successor Agency 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:

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

**Successor Agency** | Professional Services Contract Amendment  
REV 06/2020

**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-Six**, 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 **JUNE 30, 2026**.

**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 SIXTY THOUSAND DOLLARS AND NO CENTS (\$160,000)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **ONE MILLION FOUR HUNDRED EIGHTY TWO THOUSAND DOLLARS AND NO CENTS (\$1,482,000)**.

**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.

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**5. WAIVER**

The Successor Agency'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*

**Successor Agency** | Professional Services Contract Amendment  
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**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT  
FIFTH AMENDMENT**

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

Approved As To Form:

DocuSigned by:  
John Kennedy  
General Counsel  
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Dated:

**CITY OF EMERYVILLE AS SUCCESSOR AGENCY TO  
THE EMERYVILLE REDEVELOPMENT AGENCY**

\_\_\_\_\_

Executive Director

Dated:

EKI Environment & Water, Inc.

01/08/2025

DocuSigned by:  
[Signature]  
Earl James, Vice President  
13D4CDA16FC24A1... (Signature)

<i>Attach: W-9 Form</i>	<i>Attach: Business License Certificate</i>	<i>Attach: Insurance Certificate and Endorsements</i>
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