



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

THIRD AMENDMENT

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT

("Amendment") is effective as of _____ (the "Effective Date"), by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **WOOD RODGERS 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 20, 2021 ("Contract") for the purpose of retaining the services of Contractor to provide system-wide clean and CCTV program services, project management meetings and coordination, and sewer hotspot repairs; and

WHEREAS, the City and Contractor entered into a first amendment of the Contract on November 21, 2021 for the purpose of reallocating scope for additional CCTV work; and

WHEREAS, the City and Contractor entered into a second amendment of the Contract on June 20, 2022 for the purpose of replenishing the funds reallocated to the additional CCTV work in the first amendment; and

WHEREAS, the City and Contractor entered into a second amendment to expand the scope of the original contract to include the analysis of two additional Storm Drain trouble spots; 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*;

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

OR

- ☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-3**, 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 SEVENTY SIX THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$176,970.00)**. 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 TWO HUNDRED THIRTEEN THOUSAND SIX HUNDRED FOURTEEN DOLLARS AND NO CENTS (\$1,213,614.00)**.

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

6. SIGNATURE PAGE TO PROFESSESIONAL SERVICES CONTRACT
THIRD AMENDMENT

IN WITNESS WHEREOF the City 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
2C934D02DB55467...
City Attorney

Dated: CITY OF EMERYVILLE

LaTanya Bellow, City Manager

Dated: WOOD RODGERS, INC.

06/03/2025
Dan Matthies
FC57A4F5E0EE4A5... (Signature)
Dan Matthies, Vice President, Wood Rodgers, Inc.

Attach: W-9 Form	Attach: Business License Certificate	Attach: Insurance Certificate and Endorsements



May 22, 2025

Nikolas Ignacio, PE
Associate Civil Engineer
Public Works Department
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608
Nikolas.ignacio@emeryville.org

Re: City of Emeryville, Sanitary Sewer and Storm Drainage On-Call – Project Amendment No. 5

Dear Mr. Ignacio,

Wood Rodgers, Inc. (Wood Rodgers) requests to increase the budget of Storm Drain (SD) Task 1.2 SD to update the citywide Geographic Information System (GIS) geodatabase, and the budgets of Tasks 1.4 SD, 2.1 SD, and 2.3 SD to fund additional work for comprehensive Citywide condition inspections and assessment services. The City also requests to add pipe flushing and sediment removal services for the systems identified with sedimentation exceeding 20-30% of the pipe capacity during Tasks 1.4 and 2.1 SD. The current condition survey cannot be completed without sediment removal.

An inventory of storm drains with a consistent and up-to-date vertical datum is important for determining the extent of recommendations in developing a comprehensive maintenance and rehabilitation program. The City's GIS geodatabase was found to be composed of different data sources, resulting in various vertical datums. To reconcile the vertical datum of storm drain inverts to NAVD88, Wood Rodgers proposes additional work to leverage different sources of inspection data developed for other projects (through the City, Alameda County, and Wood Rodgers).

Wood Rodgers originally scoped the project to inspect 25 sites. During the inspections, additional sites were identified as necessary to thoroughly investigate and understand the full extent of the condition issues. The additional inspection data and the data from other projects will be used to perform condition assessments in Task 2.1 SD and to develop the maintenance and rehabilitation program in Task 2.3 SD.

A number of pipes blocked by sedimentation were identified. The sedimentation ranges from 20% to 100% blockage, which reduces the capacity of the pipes and could lead to increased flood risk.

A detailed description of the additional tasks is as follows:

Task 1.2 SD

Wood Rodgers reconciled data from three additional data sources during geodatabase refinement:

- Additional Wood Rodgers inspections (22 additional sites)
- Previous Alameda County inspections (27 sites in Emeryville)
- 2017 City survey data (246 sites)

Tasks 1.4 and 2.1 SD

Wood Rodgers was scoped to inspect 25 sites, but that was increased to 47 sites, an excess of 22 sites, during the field investigation to track condition issues along the system and determine their full extent.

This was of particular concern in the Powell St/Christie/Shellmound area where sedimentation of the storm drain system is spread over a large area.

Wood Rodgers proposes to include pipe flushing and sediment removal services for the storm drain pipes identified with sedimentation preventing completion of the in-progress condition survey. Wood Rodgers will hire and coordinate with a contractor to jet clean approximately 800 linear feet of pipe using dechlorinated water and dispose of the sediment at an appropriate facility. Traffic control is included. The scope assumes the material is non-hazardous. The length and extent of pipe to be jet cleaned will be finalized upon receipt of contractor bids.

Task 2.3 SD

The additional data reconciled in Task 1.2 SD and the additional sites inspected in Tasks 1.4 and 2.1 SD were utilized to develop additional maintenance and rehabilitation improvements.

The additional budgets requested for Tasks 1.2 SD, 1.4 SD, 2.1 SD, 2.3 SD, and 4.0 SD (optional) in this Project Amendment 5 are shown in the table below and detailed in Exhibit A.

Task	Existing Budget	Budget Move	Budget Increase	Revised Budget
1.2 SD - Reconcile GIS Geodatabase with Other Agencies	\$6,460	-	\$15,720	\$22,180
1.4 SD - Perform Field Survey	\$14,858	-	\$13,750	\$28,608
2.1 SD - Inspect/Assess Conditions	\$11,296	-	\$142,985	\$154,281
2.3 SD - Develop Maintenance and Rehabilitation Program	\$11,670	-	\$4,515	\$16,185
Total	\$44,284	0	\$176,970	\$221,254

The estimated fees are based on 2025 rates to be utilized for the scope of work and budgets identified above. This Project Amendment 5 will increase the contract total amount from \$1,075,794 to \$1,297,048. The estimate fees and rates are confidential, and client will not disclose.

Sincerely,



Dan Matthies

Vice President, Wood Rodgers, Inc.

IN AGREEMENT WITH THE ABOVE TERMS:

By: _____

Print Name: