



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT

("Amendment") is effective as of this _____ day of _____, 2019, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **EKI ENVIRONMENT AND WATER, INC.** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties."

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Professional Services Contract dated August 13, 2018 ("Contract") for the purpose of retaining the services of Contractor to provide a Risk Management Plan for the Soil Exceedance Areas at the City owned Property commonly known as UPRR Parcel D (the "Property", in accordance with the Environmental Restriction recorded against said Property; 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-** _____ ;

OR

☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-1**, 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 _____ .

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

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 **SIXTY EIGHT THOUSAND THREE HUNDRED AND FOURTEEN DOLLARS AND NO CENTS (\$68,314)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **ONE HUNDRED THIRTY FOUR THOUSAND THREE HUNDRED AND FOURTEEN DOLLARS AND NO CENTS (\$134,314)**.

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 PROFESSIONAL SERVICES CONTRACT
FIRST 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:


City Attorney


Dated: **CITY OF EMERYVILLE**

_____, 2019

Christine S. Daniel, City Manager

Dated: **EKI ENVIRONMENT AND WATER, INC.**

_____, 2019



Earl James, Vice President (Signature)

June 28, 2019

Mr. Logan Hansen
EKI Environment & Water, Inc.
577 airport Boulevard, Suite 500
Burlingame, CA 94010

RE: BID TO LOAD, TRANSPORT, AND DISPOSE OF STOCKPILED SOIL AT
PARCEL D LOCATED AT 1540 SHERWIN AVENUE, EMERYVILLE,
CALIFORNIA.

Dear Mr. Hansen:

Cornerstone Environmental Contractors, Inc., (Cornerstone) is pleased to submit this bid for the aforementioned project. This bid is based on information provided by EKI Environment & Water, Inc. (EKI).

Bid Schedule

| Item | Description | Cost |
|-------|--|-----------|
| 1. | Mob/Demob, HASP and/or JSA's and Hydrant Water Meter/Water | 2,609 |
| 2. | Loadout approximately 1,250 tons of stockpiled soil. | 11,580 |
| 3. | Transport & disposal of 1,250 tons of soil as Class II waste at Keller Canyon Landfill @ \$43.30/ton | 54,125 |
| Total | | \$ 68,314 |

To assist in your evaluation of our proposal, Cornerstone has prepared the following exclusions, exceptions, clarifications and assumptions for your review;

1. Transport & disposal pricing is based on a minimum per load charge of 23 tons per truck and each truck hauling 3 loads per day.
2. Soil will be approved for Class II disposal at Cornerstone's selected disposal facility.
3. All work can be performed in Level D safety gear.

4. Cornerstone can start loading out soil at 7am.
5. Air monitoring, if necessary, is not provided for herein.
6. No permits are included herein.
7. All work can be performed during normal business hours.
8. Prices are valid for 30 days.

Cornerstone appreciates this opportunity and we look forward to working with EKI on this project. Please call me at (530) 241-0520 or email me at refowler@cornerstoneenv.com with any questions or should you require additional information.

Sincerely,
Cornerstone Environmental Contractors, Inc.

A handwritten signature in cursive script, appearing to read "Rex L. Fowler".

Rex L. Fowler
Estimator

