



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is effective as of this 23rd day of October, 2019, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **OTG ENVIROENGINEERING SOLUTIONS, 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 July 1, 2018 ("Contract") for the purpose of retaining the services of Contractor to provide underground storage tank site investigations; 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 **JUNE 30, 2021**.

FOR CITY USE ONLY

Contract No.	19082-0118-PW01	CIP No.	N/A
Resolution No.	19-130	Project No.	N/A

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 **NINETY NINE THOUSAND TWO HUNDRED SIXTY EIGHT DOLLARS AND NO CENTS (\$99,268)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **TWO HUNDRED SIX THOUSAND TWO HUNDRED EIGHTY FOUR DOLLARS AND NO CENTS (\$206,284)**.

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:

October 23, 2019

CITY OF EMERYVILLE


Christine S. Daniel, City Manager

Dated:

August 20, 2019

OTG ENVIROENGINEERING SOLUTIONS, INC.


Xinggang Tong, President (Signature)



June 17, 2019

Ms. Nancy Humphrey
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608

Subject: Proposal for Environmental Tasks for
City of Emeryville Fire Station #2, 6303 Hollis St, Emeryville, CA

Dear Ms. Humphrey:

OTG EnviroEngineering Solutions, Inc. (OTG) is pleased to submit this proposal to City of Emeryville (the City) to conduct environmental tasks at the City's Fire Station No. 2, located at 6303 Hollis Street, Emeryville, California. The tasks outlined below were requested by Alameda County Department of Environmental Health (ACDEH) in a letter to the City dated April 25, 2019.

SCOPE OF WORK

The following tasks will be performed in accordance with ACDEH's requirement:

Task 1000 – Semi-Annual Groundwater Monitoring

The four on-site groundwater monitoring wells will be monitored semi-annually. Groundwater elevations will be measured for estimation of flow direction. Groundwater samples will be collected from each of the four wells for the analyses of TPH-gas, TPH-diesel, Benzene, Toluene, Ethylbenzene, Xylenes (BTEX), MTBE, and Naphthalene. A semi-annual monitoring report will be prepared following each sampling event. Four monitoring events are included in this proposal.

Task 2000 – Semi-Annual Sub-Slab Soil Vapor Monitoring

The two sub-slab vapor monitoring points will be monitored semi-annually. Vapor samples will be collected and will be analyzed by EPA Method TO-3 for TPH-gas, by EPA Method TO-15 for BTEX and Naphthalene, and by ASTM Method D1946 for fixed gases (O₂, CO, CO₂, CH₄, He). Sampling procedures will follow DTSC's Advisory – Active Soil Gas Investigation (CalEPA 2015). A monitoring report will be prepared following each sampling event. Four monitoring events are included in this proposal.

Task 3000 – Closure Support Tasks

The Site could be a candidate for closure under the California State Water Resources Control Board's Low Threat Underground Storage Tank Case Closure Policy. This task will include sensitive receptor survey and assisting ACDEH in closure document preparation and perform sensitive receptors surveys.

Task 4000 – Meetings and Regulatory Support

This task includes meeting with ACDEH staff and the City staff on site status review and closure requirements. This task also includes project management activities, such as project scheduling, contract and subcontract management, and project budget management.

COST ESTIMATE

The cost to perform the above scope of work is estimated as follows:

Task 1000 –	Semi-Annual Groundwater Monitoring	\$39,058
Task 2000 –	Quarterly Soil Vapor Monitoring	\$33,040
Task 3000 –	Closure Support Tasks	\$19,660
Task 4000 –	Meetings & Regulatory Support	\$7,510
Total Budget		\$99,268

OTG proposes to perform the work on a time-and-materials basis, not exceeding the above estimated amount without first obtaining written approval from the City.

CONCLUSIONS

OTG appreciates the opportunity to present this proposal to the City and is looking forward to assisting the City with this important project. Please call Xinggang Tong at (510) 465-8982 if you have questions or comments.

Sincerely,
OTG EnviroEngineering Solutions, Inc.



Xinggang Tong, PhD, PE
Principal