

RESOLUTION NO. 21-10**Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A Third Amendment To The Professional Services Agreement With AECOM To Extend The Term of Service To Sixty Days After Council Acceptance Of Construction For Archeological Services Within The Site Of The South Bayfront Pedestrian Bicycle Bridge, EPW 17-112 (CIP # 16475006)**

WHEREAS, the South Bayfront Pedestrian Bicycle Bridge/Horton Landing Park is a capital improvement project that has been in the CIP since the early 2000s and the City's General Plan for many years before that; and

WHEREAS, the project site contain a portion of the former Emeryville Shellmound; and

WHEREAS, a Professional Services agreement with AECOM was authorized in June of 2017 to do geotechnical and environmental exploratory pre-construction investigation work of the project site under a \$26,750 Professional Services Agreement; and

WHEREAS, the City Council authorized two amendments to the AECOM agreement for a total contract value of \$369,431 and extending the agreement to December 31, 2020; and

WHEREAS, the contract is funded as follows:

	Amount	Fund
Original Agreement	\$26,750	237-16475006
1 st Amendment	\$220,267	472-16475006
2 nd Amendment	\$122,414	472-16475006
3 rd Amendment	\$0	Not Applicable(Time Only)
Total	\$369,431	

WHEREAS, due to construction work sequencing AECOM Professional Services could not be completed by December 31, 2020 so it is necessary and desirable to extend the term of the agreement to a date sixty days following acceptance of construction work by the City Council.

RESOLVED, that the City Council of the City of Emeryville hereby authorizes the City Manager to execute a Third Amendment to the Professional Services Agreement with AECOM, in the form attached as Exhibit A, which reactivates the agreement and extends the term to Sixty Days following acceptance of Construction by the City Council for Archeological Services related to the site of The South Bayfront Pedestrian Bicycle Bridge.

Resolution 21-10
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S. Bayfront Bridge/Horton Landing Park-PSA-AECOM
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ADOPTED, by the City Council of the City of Emeryville at a regular meeting held on Tuesday, February 16, 2021, by the following vote:

AYES:	<u>5</u>	Mayor Martinez, Vice Mayor Donahue, and Council Members Bauters, Medina, and Patz
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	

DocuSigned by:

Dianne Martinez

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MAYOR

ATTEST:

DocuSigned by:

Sheri Hartz

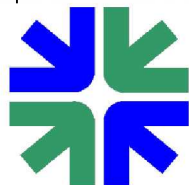
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CITY CLERK

APPROVED AS TO FORM:

Michael Quinn

CITY ATTORNEY



City of Emeryville
CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

THIRD AMENDMENT

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is effective as of 30th day of December, 2020, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **AECOM TECHNICAL SERVICES, 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 4, 2017 ("Contract") for the purpose of retaining the services of Contractor to provide Archaeological Investigation of pre-historic cultural resources within the foundations and permanent easements within the Bay Street Shops on the West Side of the Project Limits; and

WHEREAS, the City Council adopted Resolution 17-120 authorizing the execution of Amendment 1 to allow Archaeological Investigation of pre-historic cultural resources within remaining unexplored structure foundations, drain lines and property recently acquired from Union Pacific Railroad Company within the area planned to become Horton Landing Park on the east side of the Project Limits; and

WHEREAS, the City Council adopted Resolution 18-51 authorizing the execution of Amendment 2 to extend contract term to December 31, 2020, and to augment the budget due to the discovery of significant cultural resources and the acquisition of property from Union Pacific Railroad Company; and

WHEREAS, the City and Contractor desire to reinstate and amend the Contract to extend the term; 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 reinstate the Contract as of the effective date of this Amendment and to amend the Contract as checked below:

FOR CITY USE ONLY			
Contract No.	20082E-0317-PW01	CIP No.	16475006
Resolution No.	N/A	Project No.	N/A

City of Emeryville | Professional Services Contract Amendment
REV 01/2020

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-Revision Number**, 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 **the sixtieth (60th) calendar day following the date that the South Bayfront Pedestrian Bicycle Bridge is accepted as complete by the City Council**.

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 **FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00)**.

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.

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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

City of Emeryville | Professional Services Contract Amendment
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**6. SIGNATURE PAGE TO PROFESSIONAL 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:

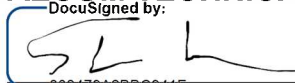
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City Attorney

Dated: **CITY OF EMERYVILLE**

Christine S. Daniel, City Manager

Dated: **AECOM TECHNICAL SERVICES, INC.**

DocuSigned by:

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1/11/2021
Steve Leach, Vice President *(Signature)*