

## RESOLUTION NO. 19-25

**Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A First Amendment To The Professional Services Agreement With CTC, Inc., For An Additional Amount Not To Exceed \$128,870.50 For Quiet Zone Safety Engineering Measures, For A Total Contract Amount Not To Exceed \$419,611.49 And Appropriating \$128,870.50 From The General Capital Fund (Fund 475) To CIP Project No. T-04 (Account 19475008-91900)**

**WHEREAS**, the City and CTC, Inc. ("Contractor") entered into a Professional Services Agreement dated September 25, 2018 ("Contract") for the purpose of retaining the services of the Contractor to provide project management, environmental analysis, preliminary engineering design, Plans, Specifications, and Estimates (PS&E), and bidding phase support services for the Quiet Zone Safety Engineering Measures on 65th, 66th, and 67th Streets Project; and

**WHEREAS**, the City desires to add a closure study to the Contract which consists of an analysis of the potential for closures at 66<sup>th</sup> Street only and 67<sup>th</sup> Street only, and optional tasks to analyze closures at both 66<sup>th</sup>/67<sup>th</sup> Streets and/or a partial closure at each of the crossings (one-way travel on 66<sup>th</sup> Street and 67<sup>th</sup> Street); and

**WHEREAS**, the Contractor has proposed to provide this additional service for an additional fee not to exceed \$128,870.50 for a new contract amount not to exceed \$419,611.49; and

**WHEREAS**, the City finds that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this First Amendment; and

**WHEREAS**, the City has determined that the Contractor is qualified by training and experience to render such services; and

**WHEREAS**, the Contractor desires to provide such services; and

**WHEREAS**, the public interest will be served by this First Amendment; and

**WHEREAS**, there is a sufficient fund balance in the General Capital Fund to cover the additional contract amount; now, therefore, be it

**RESOLVED**, by the City Council of the City of Emeryville that the City Manager is authorized to execute a First Amendment to the Professional Services Agreement with CTC, Inc. in the form attached hereto as Exhibit A-1, for an additional amount not to exceed \$128,870.50, for a total contract amount not to exceed \$419,611.49; and, be it, further


**RESOLVED**, by the City Council of the City of Emeryville that an additional \$128,870.50 is appropriated from the General Capital Fund balance (Fund 475) to CIP Project No. T-04 (Account 19475008-91900).

**ADOPTED**, by the City Council of the City of Emeryville at a regular meeting held Tuesday, March 19, 2019, by the following vote:

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

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY



# 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 **CTC, 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 September 25, 2018 ("Contract") for the purpose of retaining the services of Contractor to provide project management, environmental analysis, preliminary engineering design, Plans, Specifications, and Estimates (PS&E), and bidding phase support services for the Quiet Zone Safety Engineering Measures on 65<sup>th</sup>, 66<sup>th</sup>, and 67<sup>th</sup> Streets Project; 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-~~2018-02-01~~**;

**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 **NEW END DATE**.

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 **ONE HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED AND SEVENTY DOLLARS AND FIFTY CENTS (\$128,870.50)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **FOUR HUNDRED NINETEEN THOUSAND SIX HUNDRED AND ELEVEN DOLLARS AND FORTY-NINE CENTS (\$419,611.49)**.

### **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:

Michael Quinn  
City Attorney

Dated:

\_\_\_\_\_, 2019

**CITY OF EMERYVILLE**

\_\_\_\_\_  
Christine S. Daniel, City Manager

Dated:

March 5, 2019

**CTC, INC.**

Kurt Anderson (Signature)  
Kurt Anderson, COO