



# City of Emeryville

C A L I F O R N I A

## PROFESSIONAL SERVICES CONTRACT

### SECOND AMENDMENT

**THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT** ("Amendment") is effective as of \_\_\_\_\_ by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **RIO GRANDE PACIFIC TECHNOLOGY, INC. (FORMERLY KNOWN AS 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 CTC, Inc. 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 CTC, Inc. entered into a First Amendment of the Contract on May 3, 2019 for the purpose of increasing the Contract amount and extending the termination date of the Contract; and

**WHEREAS**, Rio Grande Pacific Technology, Inc. has acquired CTC, Inc.

**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*;

**OR**

☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-2**, attached hereto and incorporated herein by this reference.

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

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**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**.

**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 THOUSAND DOLLARS AND NO CENTS (\$170,000.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **FIVE HUNDRED EIGHTY NINE THOUSAND SIX HUNDRED AND ELEVEN DOLLARS AND FORTY-NINE CENTS (\$589,611.49)**.

**2. CONTINUING EFFECT OF CONTRACT AND APPROVAL OF ASSIGNMENT TO RIO GRANDE PACIFIC TECHNOLOGIES**

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. Furthermore, pursuant to Section 4.1 of the Contract, the City hereby approves the assignment of the Contract to Rio Grande Pacific Technologies, and whenever the term "Contractor" is used in the Contract, it shall refer to Rio Grande Pacific Technologies, as the successor-in-interest to CTC, Inc.

**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**

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**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT  
SECOND 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:  
Andrea Visveshwara  
City Attorney

Dated: **CITY OF EMERYVILLE**

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

Dated: **RIO GRANDE PACIFIC TECHNOLOGY, INC.**

8/20/2020  
\_\_\_\_\_  
DocuSigned by:  
Dan Fregia (Signature)  
Dan Fregia, VP of Operations