

RESOLUTION NO. 20-95

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A Second Amendment To The Professional Services Agreement With Rio Grande Pacific Technology Inc. (Formerly Known As CTC, Inc.), For An Additional Amount Not To Exceed \$170,000 For Quiet Zone Safety Engineering Measures, For A Total Contract Amount Not To Exceed \$589,611.49 And Approving Assignment Of the Contract From CTC, Inc to Rio Grande Pacific Tech

WHEREAS, the City and Rio Grande Pacific Technology Inc.(formerly known as 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 ("Project"); and

WHEREAS, the City and Contractor entered into a 1st Amendment to the Contract dated May 3, 2019 ("Contract") in order to add a closure study to the scope of work of the Project; and

WHEREAS, unforeseen staffing changes at UPRR and COVID-19 related delays have occurred to extend the Project out 20 months from its original proposed timeline; and

WHEREAS, additional design, revisions, and project management time is needed by the City to get the Project through the UPRR project approval process and have the Project ready for an E-76 (Approval for Construction) at Contractor in early 2021; and

WHEREAS, the Contractor has proposed to provide this additional service for an additional fee not to exceed \$170,000 for a new contract amount not to exceed a total amount of \$589,611.49; 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 Second 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 Second Amendment; and

WHEREAS, there is a sufficient fund balance in CIP Project No. T-04 (Account 19475008-91900) to cover the additional contract amount; now, therefore, be it

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2nd Amendment PSC with Rio Grande Pacific Technology, Inc. (Quiet Zone Design)

City Council Meeting | September 1, 2020

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RESOLVED, by the City Council of the City of Emeryville that the City Manager is authorized to execute a Second Amendment to the Professional Services Contract with Rio Grande Pacific Technology Inc. in the form attached hereto as Exhibit A-1, for an additional amount not to exceed \$170,000, for a total contract amount not to exceed \$589,611.49.

ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, September 1, 2020, by the following vote:

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

DocuSigned by:

Christian R. Patz

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MAYOR

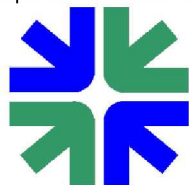
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael Guiraud

CITY ATTORNEY



City of Emeryville

CALIFORNIA

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 65th, 66th, and 67th 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.	

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

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

City of Emeryville | Professional Services Contract Amendment
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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



EXHIBIT A-2 SCOPE OF WORK 2nd AMENDMENT

Due to unforeseen staffing changes at UPRR and additional requests made by UPRR, the City's Plans, Specifications & Engineering (PS&E) phase has extended beyond the original time limit for the programmed project. The California Transportation Commission (CTC) approved a twelve (12) month extension at the June 2019 CTC Meeting to address these issues.

Additionally, due to delays statewide related to the COVID-19 emergency and varying levels of shelter-in-place directives, the CTC has modified state funded transportation programs in April 2020. For the SB 1 TCEP program, the CTC made a new allowance of up to a 20-month total time extension for programmed projects. The Emeryville Quiet Zone project was previously granted a twelve (12) month extension in June 2019. Due to the delays that the City, Riotech, and UPRR experienced and continue to experience under COVID-19 directives, the City made a Request asking for an additional eight (8) months of time extension to the CTC. The CTC granted this amendment to grant Time Extension to January 2021.

With the delays mentioned above, additional funding is required for this Professional Services Contract to continue the design and project management of this project into the Construction Phase. Additional design, revisions, and project management time will be needed to get the project through the UPRR project approval process and have the Project ready for an E-76 (Approval for Construction) at the January 2021 CTC meeting.

The following describes Riotech's proposed 2nd amendment to the Scope of Work:

- MNS Engineering:
 - \$ 45,000
 - \$10,000 to complete 100% plans
 - \$35,000 for specifications, bidding support and design support during construction
- Fehr & Peers:
 - \$ 5,000
 - \$5,000 to complete revisions to Traffic Signal Plans for 67th/Shellmound and 65th/Shellmound
- Benesch Rail:
 - \$ 10,000
 - \$10,000 to complete UP review comments and handle any other RR/signal preemption modifications
- Zephyr UAS, Inc.:
 - \$ 90,000
 - \$45,000 to fulfill existing subcontract for Project Management and CPUC Permitting Support Services/UPRR Railroad Coordination
 - \$45,000 to extend subcontract through remainder of year
- Rio Grande Pacific Technology, Inc.:
 - \$ 20,000
 - \$20,000 for Project Management Time needed through remainder of year.

<ul style="list-style-type: none"> • <u>Total Cost \$ 170,000</u>
