



City of Emeryville

C A L I F O R N I A

PROFESSIONAL SERVICES CONTRACT

FOURTH AMENDMENT

THIS FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is effective as of this _____, 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 Agreement 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 proposed foundations and permanent easements within the Bay Street Shops on the West Side of the South Bayfront Pedestrian Bicycle Bridge 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 within remaining unexplored structure foundations, drain lines 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 budget due to desire to analyze and document the discovery of significant cultural resources within the project site and adjacent property that was acquired from Union Pacific Railroad Company in 2018; and

WHEREAS, the City Council adopted Resolution 21-10 authorizing the execution of Amendment 3 to reactivate the agreement and to extend the term to sixty days following the acceptance of Construction of the South Bayfront Pedestrian Bicycle Bridge Project by the City Council.

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:

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

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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-Workscope To Completion**, 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 later of sixty days after acceptance of construction or **SEPTEMBER 28, 2022**.

1.3 Total Compensation Amount

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section III.B of the Contract by **SIXTY FOUR THOUSAND SIX HUNDRED THIRTY FIVE DOLLARS AND NO CENTS (\$64,635.00)**. 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 THIRTY FOUR THOUSAND SIXTY SIX DOLLARS AND NO CENTS (\$434,066.00)**.

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.

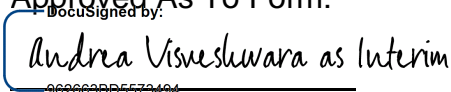
SIGNATURES ON FOLLOWING PAGE

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**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT
FOURTH AMENDMENT**

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.

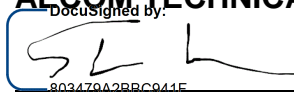
Approved As To Form:

DocuSigned by:

9026688D5579494...
City Attorney

Dated: **CITY OF EMERYVILLE**

Christine S. Daniel, City Manager

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

DocuSigned by:

903479A2B8C941F... (Signature)
Steve Leach, Vice President

<i>Attach: W-9 Form</i>	<i>Attach: Business License Certificate</i>	<i>Attach: Insurance Certificate and Endorsements</i>