

FOURTH AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT is effective as of this _____ day of _____, 2016 by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **LSA Associates, Inc.** ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement"), effective October 7, 2014, whereby Consultant is to prepare an Environmental Impact Report that evaluates the potential impacts of the Sherwin-Williams Mixed Use Project; and

WHEREAS, City and Consultant entered into a first amendment to the Professional Services Agreement, effective November 3, 2015, to revise the scope of work to include more detailed alternatives analysis; a second amendment effective February 2, 2016 to revise the scope of work to include additional transportation and visual analysis; a third amendment effective June 23, 2016, to revise the scope of work to include additional analysis and effort required to complete the Final EIR, Draft Findings and Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program, and attend meetings and hearings; and

WHEREAS, it is now necessary to revise the scope of work to include modifications for the preparation of additional analysis and respond to additional comments on the Response to Comments (RTC) Documents as requested by the City on August 9, 2016 and to attend two additional hearings on the approvals for the project; and

WHEREAS, the City wishes to amend the Agreement to include the additional services; 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 Fourth Amendment; and

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

WHEREAS, the Consultant desires to provide such services and has submitted a proposal dated August 10, 2016, with the approved proposal attached and incorporated as Exhibit A; and

WHEREAS, the public interest will be served by this Fourth Amendment;

FOR CITY USE ONLY			
Contract #:		CIP #:	
Reso. #:		EPW #:	


NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Paragraph I. B of the Agreement, "Scope of Services," is hereby amended to include the scope of services described in Exhibit A.
2. Paragraph III. B of the Agreement, "Compensation and Method of Payment"; is hereby amended to reflect payment based on the additional analysis described in Exhibit A and to increase the total compensation under the Agreement of \$394,815 by \$16,485 for a total contract amount of \$411,300. This paragraph shall now read:

"The total amount paid under this Agreement as compensation for Services performed and reimbursement for costs incurred shall not, in any case exceed **Four Hundred Eleven Thousand Three Hundred Dollars (\$411,300)** except as outlined in Section II C., above. The compensation for Services performed shall be computed as set forth in the attached Exhibit "A". Reimbursement for costs incurred shall be limited as follows: Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying and microcomputer time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10 administration burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service".

3. All other provisions of the Agreement shall remain in full force and effect and this Fourth Amendment shall remain subject to said promises.
4. The Effective Date of this Fourth Amendment is the date on which the Fourth Amendment is executed on behalf of the City.

Approved as to form:



Michael A. Guina,
City Attorney

Dated: 8.17.16

CITY OF EMERYVILLE

Carolyn Lehr,
City Manager

CONSULTANT

Dated: _____

By: 

Its: Secretary



LSA ASSOCIATES, INC.
2215 FIFTH STREET
BERKELEY, CALIFORNIA 94710

510.540.7331 TEL
510.540.7344 FAX

CONTRACT MODIFICATION

CHANGE NO:	<u>4</u>
PROJECT NO:	<u>CEM1404</u>
ORIGINAL CONTRACT	\$ <u>262,889</u>
CONTRACT MOD #1	\$ <u>46,451</u>
CONTRACT MOD #2	\$ <u>14,540</u>
CONTRACT MOD #3	\$ <u>70,935</u>
CONTRACT MOD #4	\$ <u>16,485</u>
REVISED CONTRACT	\$ <u>411,300</u>

DATE: August 10, 2016
PROJECT: Sherwin-Williams Project
TO: City of Emeryville
ADDRESS: 1333 Park Ave
Emeryville, CA 94608
ATTENTION: Miroo Desai

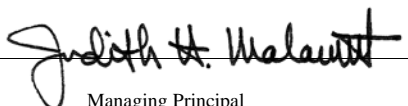
This contract modification is for the preparation of additional analysis and effort required to respond to additional comments on the Response to Comments (RTC) Document as requested by the City on August 9, 2016. As discussed, the City would like the LSA team to enumerate the additional comments, conduct additional analyses as necessary and prepare responses to those comments in the form of a memorandum. Additionally, the City would like Judith Malamut of LSA and Kathrin Tellez of Fehr & Peers to attend two additional hearings on the approvals for the project.

The total cost for this additional work is \$24,485 (\$9,300 LSA, \$8,205 Fehr & Peers, \$5,480 Baseline, \$1,500 Amy Paulsen). After conducting the remaining tasks in our current budget, I estimate that there would be approximately \$8,000 remaining in the contract budget (including the contingency amount) that can be also be used for this additional effort. Therefore, we are requesting a total of \$16,485 which would result in a total contract amount of \$411,300.

All other terms and conditions of the contract dated November 13, 2014 remain unchanged. Please sign and date both copies, retain one for your records, and return the second copy of this letter without delay. Your signature will serve as confirmation of acceptance of the stated amounts and terms. Notify us immediately if any part of this letter is inconsistent with your understanding of the revised amounts and terms.

Sincerely,
LSA ASSOCIATES, INC.

Approved by:
CITY OF EMERYVILLE

BY: 
TITLE: Managing Principal
DATE: 8-10-2016

BY: _____
TITLE: _____
DATE: _____