

**FIFTH AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT**

THIS FIFTH 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 a fourth amendment on September 6, 2016 to revise the scope of work to include analysis of and responses to comment letters received on the Response to Comments (RTC) document and to attend two additional hearings on the approvals for the project; and

WHEREAS, it is now necessary to revise the scope of work to include additional project management time and the preparation of additional analysis and effort required to respond to additional comments on the RTC and attendance at additional project approval hearings as requested by the City; 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 Fifth 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 October 4, 2016, with the approved proposal attached and incorporated as Exhibit A; and

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

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

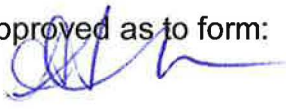
NOW, THEREFORE, the parties hereto do mutually agree as follows:

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 \$411,300 by \$5,000 for a total contract amount of \$416,300. 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 Sixteen Thousand Three Hundred Dollars (\$416,300)** 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 Fifth Amendment shall remain subject to said promises.
4. The Effective Date of this Fifth Amendment is the date on which the Fifth Amendment is executed on behalf of the City.

Approved as to form:



Michael A. Guina,
City Attorney

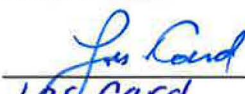
CITY OF EMERYVILLE

Dated: _____

Carolyn Lehr,
City Manager

CONSULTANT

Dated: 10/12/16

By: 

Its: Chairman / CEO



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

510.540.7331 TEL
510.540.7344 FAX

CONTRACT MODIFICATION

CHANGE NO:	<u>5</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>
CONTRACT MOD #5	\$ <u>\$5,000</u>
REVISED CONTRACT	\$ <u>416,300</u>

DATE: October 4, 2016
PROJECT: Sherwin-Williams Project
TO: City of Emeryville
ADDRESS: 1333 Park Ave
Emeryville, CA 94608
ATTENTION: Miroo Desai

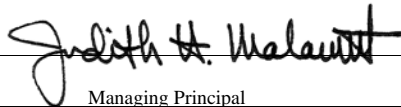
This contract modification is for additional project management time, and the preparation of additional analysis and effort required to respond to additional comments on the Response to Comments (RTC) Document, attendance at additional project approval hearings and project management tasks that was not covered by Contract Modification #4.

The total cost for this additional work is \$5,000 which would result in a total contract amount of \$416,300.

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: 10-4-2016

BY: _____
TITLE: _____
DATE: _____