

**THIRD AMENDMENT TO THE
CONTRACT**

THIS THIRD AMENDMENT is effective as of this ____ day of _____, 20__, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **SOUTHLAND CONSTRUCTION MANAGEMENT, INC** ("Contractor"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, as approved by City Council Resolution No 15-54, the City entered into a Contract with Contractor on June 2, 2015 in an amount not to exceed \$1,916,050 for the construction of the City of Emeryville Senior Center Renovations, Project No. EPW102-15 ("Project"); and

WHEREAS, said contract amount included a Supplemental Work contingency in the amount of \$150,000 for unforeseen additional work; and

WHEREAS, said \$150,000 contingency was not sufficient to cover all unforeseen work as several major issues were discovered during construction that needed to be addressed; and

WHEREAS, on November 17, 2015 the City Council authorized the City Manager to enter into a First Amendment to the contract increasing the contract amount by \$250,000 to an amount not to exceed \$2,166,050 to provide an additional \$250,000 for Supplemental Work contingency for said Project for a total project contingency of \$400,000; and

WHEREAS, on May 17, 2016, the City Council authorized the City Manager to enter into a Second Amendment to the contract, increasing the contract amount by \$120,000 to an amount not to exceed \$2,286,050 to provide an additional \$120,000 for Supplemental Work contingency for said project for a total Project contingency of \$520,000; and

WHEREAS, a Third Amendment to the Contract is now necessary to increase the contract amount by \$86,077.84 to an amount not to exceed \$2,372,127.84 to provide an additional \$86,077.84 for Supplemental Work contingency for said Project for a total project contingency of \$606,077.84; and

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

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

1. Section 3. of the Contract "Contract Price" is hereby amended to read as follows:

The CONTRACTOR shall faithfully perform all of the work hereunder for the Grand Total Bid Price minus the bid price (\$62,000) for Add Alternate No. 1 accepted by the City in the amount of **(\$2,372,127.84), TWO MILLION, THREE HUNDRED**

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

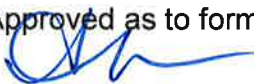
SEVENTY-TWO THOUSAND, ONE HUNDRED AND TWENTY-SEVEN DOLLARS AND EIGHTY-FOUR CENTS, payable by the City to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

A. Supplemental Work

Included with the Grand Total Bid Price is a contingency for Supplemental Work in the amount of **SIX HUNDRED SIX THOUSAND AND SEVENTY-SEVEN DOLLARS AND EIGHTY-FOUR CENTS (\$606,077.84)** to account for new and unforeseen work not specifically provided for on the plans or in the specifications. The dollar amount in the Schedule of Bid Prices is an estimate only. Supplemental Work shall be performed only upon direct written authorization from the City. Daily work reports shall be required if the work is to be paid for on a force account basis. Agreed price may be used as an alternative method of payment if directed by the City. Final payment for Supplemental Work will be based on the total amount of supplemental work actually performed.

2. All other provisions of the Contract and First Amendment and Second Amendment shall remain in full force and effect and this Third Amendment shall remain subject to said promises.

Approved as to form:



Michael A. Guina,
City Attorney

CITY OF EMERYVILLE

Dated: _____, 20__

Carolyn Lehr,
City Manager

CONTRACTOR

Dated: _____, 20__

By: _____

Its: _____