



City of Emeryville

C A L I F O R N I A

CONSTRUCTION CONTRACT

SECOND AMENDMENT

THIS FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT ("Amendment") is effective as of _____ by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **BRANNON CORPORATION** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Construction Contract dated June 17, 2022 ("Contract") for the purpose of retaining the services of Contractor to provide construction of the Point Emery Shoreline Protection Project, Proj. No.18101, CIP No. 16475021; and

WHEREAS, the City and Contractor entered into a First Amendment of the Contract on February 7, 2023 for the purpose of increasing the contract amount and extending the termination of the contract; and

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 | Construction Contract Amendment
REV 02/2020

1.2 Termination Date

- ☒ The Parties desire to extend the termination date. Section 2 of the Contract is hereby amended to extend the termination date to **OCTOBER 1, 2023**.

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 **THREE THOUSAND FIVE HUNDRED THIRTY FIVE DOLLARS AND NO CENTS (\$3,535.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **EIGHT HUNDRED AND SEVENTY SEVEN THOUSAND AND FIVE HUNDRED SEVENTY FOUR DOLLARS AND SEVENTY CENTS (\$877,574.70)**.

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.

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

6. SIGNATURE PAGE TO CONSTRUCTION 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:
John Kennedy
2C934D92DB55467
City Attorney

Dated: CITY OF EMERYVILLE

City Manager

Dated: BRANNON CORPORATION

05/05/2023

DocuSigned by:
Paul Brannon
0726BD25A62446F
Paul Brannon, Owner (Signature)