

CONSTRUCTION CONTRACT

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT ("Amendment") is effective as of this ___ day of ___, 2020, by and between THE CITY OF EMERYVILLE, a municipal corporation, ("City") and GHILOTTI BROS., INC. ("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 July 26, 2019 ("Contract") for the purpose of retaining the services of Contractor to provide ATP GREENWAY CROSSING IMPROVEMENTS AT 65TH, 66TH, AND 67TH STREETS, PROJECT No. EPW-18106 (the "Project"); 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-Revision Number, 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 NEW END DATE.

FOR CITY USE ONLY

Table with 4 columns: Contract No., Resolution No., CIP No., Project No.

1.3 Total Compensation Amount

- The Parties desire to increase the Total Contract Price as set forth in Section 3 of the Contract by **THREE THOUSAND THREE HUNDRED THIRTEEN DOLLARS AND THIRTY-TWO CENTS (\$3,313.32)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **FIVE HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED THIRTEEN DOLLARS AND THIRTY-TWO CENTS (\$545,313.32)**.

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
FIRST 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:



City Attorney

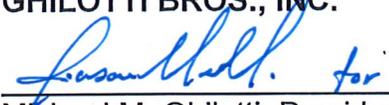
Dated: **CITY OF EMERYVILLE**

_____, 2020

Christine S. Daniel, City Manager

Dated: **GHILOTTI BROS., INC.**

3/4/20, 2020

 for _____ (Signature)
Michael M. Ghilotti, President
Tosow Miniello Project Manager - GBI