

FIRST AMENDMENT TO MAINTENANCE CONTRACT

This First Amendment To Maintenance Contract ("First Amendment") is made and entered into this _____ day of _____, 2016, between **CITY OF EMERYVILLE**, a municipal corporation ("City") and **MATRIX HG, INC.**, ("Contractor");

WITNESSETH THAT:

WHEREAS, on June 8, 2015 the City Council authorized the City Manager to enter into a Maintenance Contract with Matrix HG, Inc. (Matrix) in an amount not to exceed \$44,948 for facilities maintenance of City owned buildings for fiscal year 2014/15; and

WHEREAS, during the course of work this fiscal year, additional maintenance and repair service was requested than was anticipated; and

WHEREAS, the most significant unanticipated costs encountered include the repair of the HVAC system at the Senior Center; and

WHEREAS, given all the work performed to date, it is estimated that an additional \$23,000 is needed to maintain service through the end of FY 2015-16; and

WHEREAS, the additional funds need for completing fiscal year 2015-16 will be charged to the existing budget for Capital Improvement Program project No. 15650008 for General Maintenance/Facilities Replacement Program; and

WHEREAS, A First Amendment to the Professional Services Agreement for FY2015-16 is needed to pay for this additional service;

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

NOW, THEREFORE BE IT RESOLVED, the parties mutually agree as follows:

1. Section A. 3. **PRICE** subsection C is hereby amended in its entirety to read as follows:

The total amount to be paid under this Contract for all of the work set forth in Section 2 above is **SIXTY-SEVEN THOUSAND NINE HUNDRED AND FORTY-EIGHT DOLLARS (\$67,948.)** ("Total Compensation"). The Contractor shall not perform any Extra Work unless approved in writing by the City.

2. All other terms and conditions of the original Contract will be unchanged as a result of this First Amendment.

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

IN WITNESS WHEREOF the City and the Contractor have executed this First Amendment effective as of the date the City Manager executes this First Amendment on behalf of the City.

CITY OF EMERYVILLE

Carolyn Lehr, -City Manager

Date: _____


CONTRACTOR

By: Daniel Gresson

Title: Vice President

Date: 8/31/2016

Approved as to form:



City Attorney