

FIRST AMENDMENT TO MAINTENANCE CONTRACT

This First Amendment To Maintenance Contract ("First Amendment") is made and entered into this _____ day of _____, 2017, between **CITY OF EMERYVILLE**, a municipal corporation ("City") and **NEW IMAGE LANDSCAPE COMPANY**, ("Contractor");

WITNESSETH THAT:

WHEREAS, at the June 7, 2016 City Council meeting, the City Council of the City of Emeryville approved a Maintenance Contract (the "Contract") for Fiscal Year 2016/2017 with New Image Landscape Company of Fremont, CA for City Wide Landscape Maintenance, in an amount not to exceed \$148,018.03; and

WHEREAS, an allowance in an amount not to exceed \$40,000 was included in the Total Compensation for Extra Work as described in the Bid Documents should it be needed; and

WHEREAS, due to higher than anticipated Extra Work performed during Fiscal Year 2016/2017, it is necessary to increase the Total Compensation of the Contract by \$15,000 to an amount not to exceed \$163,018.03 for Fiscal Year 2016/17; and

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 **ONE HUNDRED SIXTY-THREE THOUSAND AND EIGHTEEN DOLLARS AND THREE CENTS (\$163,018.03)** ("Total Compensation"). An allowance in an amount not to exceed \$55,000 is included in the Total Compensation for Extra Work as described in the Bid Documents should it be needed. 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 #:	11126-0111-PW01	CIP #:	
Reso. #:	12-09	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.

APPROVED AS TO FORM:


CITY ATTORNEY

DATED: _____, 2017

CITY OF EMERYVILLE:

Carolyn Lehr, CITY MANAGER

New Image Landscape Company

By: _____

Title: _____

5/16/17