

FIRST AMENDMENT TO MAINTENANCE CONTRACT

This First Amendment To Maintenance Contract ("First Amendment") is made and entered into this _____ day of _____, 2019, between **CITY OF EMERYVILLE**, a municipal corporation ("City") and **Integrity Construction Maintenance Inc.**, ("Contractor");

WITNESSETH THAT:

WHEREAS, on June 5, 2018 the City Council approved resolution number 18-57 authorizing the City Manager to enter into a Maintenance Contract with Integrity Construction Maintenance Inc. (ICM) in an amount not to exceed \$385,000 for facility maintenance on City owned buildings for fiscal year 2018/19; and

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

WHEREAS, the most significant unanticipated costs encountered include repair at the Marina, Art Center and Emeryville Child Development Center (ECDC) and

WHEREAS, given all the work performed to date, it is estimated that an additional \$80,000 is needed to maintain service through the end of 2018-19; and

WHEREAS, the additional funds needed for completing fiscal year 2018-19 are sufficient and available for appropriation in Fund 650 Account 77030; and

WHEREAS, A First Amendment to the Maintenance Agreement for FY2018-19 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. The amount paid under this Contract for all of the work set forth in Section 3 shall be paid on a time and materials basis at the rate set forth in Exhibit A and shall not exceed **FOUR HUNDRED AND SIXTY-FIVE THOUSAND DOLLARS (\$465,000.00)**. ("Total Estimated Contract Price"). The Total Estimated Contract Price includes all costs for labor, materials, tools, equipment, services, warranty, taxes, insurance, overhead, profit, and all other costs necessary to perform the work in accordance with this Contract. The Total Estimated Contract Price includes the estimated annual cost of regularly scheduled and/or routine maintenance services set forth in Exhibit A.
2. All other terms and conditions of the original Contract will be unchanged as a result of this First Amendment.

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.

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

APPROVED AS TO FORM:

Asst.


CITY ATTORNEY

DATED: _____, 2019

CITY OF EMERYVILLE:

Christine Daniel, CITY MANAGER

INTEGRITY CONSTRUCTION
MAINTENANCE, INC.

By: _____

Title: PRESIDENT