



**FAÇADE IMPROVEMENT GRANT PROGRAM CONTRACT
SECOND AMENDMENT**

THIS SECOND AMENDMENT TO THE FAÇADE IMPROVEMENT GRANT PROGRAM CONTRACT ("Amendment") is effective as of this _____ day of _____, 2019, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **DY ASSOCIATES** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties."

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Façade Improvement Grant Program Contract dated November 21, 2018 ("Contract") for the purpose of providing financial assistance for seismic safety upgrades for a change in use associated with a commercial unit that is part of a larger unreinforced masonry building complex; 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 Section VI, Schedule of the Contract to extend the deadline to complete the work as described in the Scope of Work to May 21, 2020.

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

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

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 FAÇADE IMPROVEMENT GRANT PROGRAM 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:

AIA.



City Attorney

Dated:

_____, 2019

CITY OF EMERYVILLE

Christine S. Daniel, City Manager

Dated:

10/17/19, 2019

DY ASSOCIATES

Lani Dy, Owner, Dy Associates

(Signature)