



City of Emeryville

CALIFORNIA

MAINTENANCE SERVICES CONTRACT

SECOND AMENDMENT

THIS SECOND AMENDMENT TO THE MAINTENANCE SERVICES CONTRACT ("Amendment") is effective as of this _____ day of _____, 2020, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **INTEGRITY CONSTRUCTION MAINTENANCE INC.** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties."

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Maintenance Services Contract dated July 5, 2019 ("Contract") for the purpose of retaining the services of Contractor to provide facilities maintenance of City owned buildings; 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 1.5** of the Contract is hereby amended to extend the termination date to **SEPTEMBER 30, 2020.**

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

1.3 Total Compensation Amount

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section 1.3.C of the Contract by **EIGHTY THOUSAND DOLLARS AND NO CENTS (\$80,000.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **FOUR HUNDRED EIGHTY THOUSAND DOLLARS AND NO CENTS (\$480,000.00)**.

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 MAINTENANCE SERVICES 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:

Asst. City Attorney

Dated:

CITY OF EMERYVILLE

_____, 2020

Christine S. Daniel, City Manager

Dated:

INTEGRITY CONSTRUCTION MAINTENANCE BEN

June 3, 2020

Bennett White (Signature)
Bennett White, President