

RESOLUTION NO. 20-64

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Enter Into A Second Amendment To The Maintenance Contract With Integrity Construction Maintenance Inc. Increasing The Contract Amount By \$80,000 To An Amount Not To Exceed \$480,000 For Facilities Maintenance Of City Owned Buildings through September 30, 2020

WHEREAS, the City contracts for the maintenance of all City owned buildings and facilities; and

WHEREAS, on June 18, 2019 the City Council authorized the City Manager to enter into a Maintenance Contract with Integrity Construction Maintenance Inc. (ICM) in an amount not to exceed \$200,000 for facilities maintenance of City Owned buildings for fiscal year 19/20; and

WHEREAS, said contract was amended in December 2019 in the amount of \$200,000 and a six-month extension to June 30, 2020; and

WHEREAS, the City intends to conduct a new RFP process for facility maintenance services but requires continuation of those services pending the outcome of the RFP process; and

WHEREAS, the total ICM contract amount for Fiscal Year 2019-20 is \$400,000 and will expire June 30, 2020; and

WHEREAS, there is sufficient funding included in the approved Operating Budget for Fiscal Year 2020-21 to cover the cost of facilities maintenance; now, therefore, be it

RESOLVED, by the City Council of the City of Emeryville that the City Manager is authorized to enter into a Second Amendment the Maintenance Contract with Integrity Construction Maintenance Inc. in an amount of \$80,000 for a total contract amount not to exceed \$480,000 for maintenance of City owned buildings and facilities for a term expiring September 30, 2020;

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ADOPTED, by the City Council of the City of Emeryville at a regular meeting held June 16, 2020, by the following vote:

AYES:	<u>5</u>	Mayor Patz, Vice Mayor Martinez, and Council Members Bauters, Donahue, and Medina
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	

DocuSigned by:

Christian R. Patz

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MAYOR

ATTEST:

DocuSigned by:

Sheri Hartz

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CITY CLERK

APPROVED AS TO FORM:

Michael Quinn

CITY ATTORNEY



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.	

City of Emeryville | Maintenance Services Contract Amendment
REV 11/2019

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

City of Emeryville | Maintenance Services Contract Amendment
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**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