## **CITY OF RICHMOND** CONTRACT AMENDMENT

Department: Project Manager E-mail:		Project Manager: Project Manager Phone No:
Description of Se	rvices:	
Amendment No.	modifies the: (2 <sup>nd</sup> or subse	equent amendments attach Amendment History page)
Term, Payment Limit and Service Plan		Payment Limit and Service Plan
Term and Service Plan		Service Plan

The parties to this Contract Amendment do mutually agree and promise as follows:

Parties. The parties to this Contract Amendment are the City of Richmond, 1.

California, a municipal corporation (City), and the following named Contractor:

Company Name:			
Street Address:			
City, State, Zip Code:			
Contact Person:			
Telephone:	Email:		
Business License No:	/ Expiration Date:		
A California [ ] corporation, [ ] limited liability corporation [ ] general partnership, [ ] limited partnership, [ ] individual, [ ] non-profit corporation, [ ] individual dba as [specify:] [ ] other [specify:]			
2. <u>Purpose</u> . This Contract Amendment is being entered into to amend the Contract			
between City and Contractor which was approved by the City Council of the City of Richmond or			
executed by the City Manager on	, which <b>original</b> term commenced		
on and terminates	with an <b>original</b>		
contract payment limit of \$	. Said contract shall hereinafter be referred		
to as the "Original Contract" and is incorporated herein by reference.			
3. <u>Original Contract Provisions</u> . Th	ne parties hereto agree to continue to abide by		
those terms and conditions of the Original Contract, and any amendments thereto, which are			
unaffected by this Contract Amendment.			

4. <u>Amendment Provisions</u>. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

<u>City of Richmond Business License Active Status Maintained</u>. Pursuant to
Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business
license for this Contract Amendment to be deemed to be in effect.

6. <u>Insurance Coverage Updated and Maintained.</u> Pursuant to the Original Contract,

the Contractor shall provide the City with updated insurance certificates, and the Contractor

shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. <u>Signatures</u>. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA a municipal corporation

CONTRACTOR:

By \_\_\_\_\_

Title:

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

By:\_\_\_\_\_

(\*The Corporation Chief Financial Officer, Secretary or

Assistant Secretary should sign on the line below.)

By \_\_\_\_ City Clerk

Approved as to form:

By\_\_\_\_\_ City Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Contract Amendment/EJ/TE 09-26-07

Title:

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President <u>and</u> the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

(\*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

Ву\_\_\_\_\_

Title:

Amendment No.

P.O./Contract No.

## AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

- 1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:
  - "2. <u>Term</u>. The effective date of this Contract is

(Insert original contract commencement date)

and it terminates

(Insert new contract termination date)

unless sooner terminated as provided herein."

 Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$\_\_\_\_\_. Paragraph 3 of the Original Contract is amended to read as follows:

"3. <u>Payment Limit</u>. City's total payments to Contractor under this Contract shall not exceed \$\_\_\_\_\_\_ including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services: