

AGREEMENT AMENDMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Agreement #: 1750

Amendment#: 2

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND CHRISP COMPANY

THIS 2nd AMENDMENT ("Amendment") is made and entered into this 9th day of September, 2016, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and CHRISP COMPANY, hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section 3. Payments of Contract No. 1750 ("Agreement"), Term of Agreement [amendment to section] to read as follows:

"In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," City shall make payment to Contractor in the manner specified herein and in Exhibit "A." In the event that the City makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the City at the time of contract termination. The City reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed \$125,000 unless mutually agreed upon by City and Contractor in writing."

Except as modified by this Amendment, all other terms and conditions of Contract No. 1750 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FIRST PARTY: CHRISP COMPANY

Signature

David Morris

Name

94-2578099

Tax ID #

9/7/16

Date

Executive Vice President

Title

APPROVED AS TO FORM:

William L. McClure, City Attorney

9/21/16

Date

CITY OF MENLO PARK:

Signature

Alex D. McIntyre

Name

9/29/16

Date

City Manager

Title

ATTEST:

Pamela Aguilar, City Clerk, City of Menlo Park

10/5/16

Date