

**FIRST AMENDMENT TO THE AGREEMENT FOR
CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 4th day of June, 2013, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and RMC Water & Environment, Inc., a California corporation (hereafter referred to as "CONSULTANT").

RECITALS

- A. WHEREAS, the parties entered into an Agreement on February 5, 2013 entitled "Consultant Services Agreement between the City of Milpitas and RMC Water Environment, Inc. ("Agreement"); and
- B. WHEREAS, the parties desire to amend the Agreement to increase the scope of work and compensation by \$88,000 for a total amount not to exceed \$176,000;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

- 1. Section 2, entitled "Compensation", is amended to read as follows:

"Compensation. City hereby agrees to pay Consultant a guaranteed maximum price not to exceed \$ 176,000.00 for all services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibits B and B-1. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement."

- 2. CONSULTANT agrees to continue maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement. CONSULTANT shall provide CITY with renewal certificates of the current policies upon the expiration of the current policy.

- 3. Exhibit B-1 attached to this Amendment No.1 is fully incorporated by reference to the Agreement.

4. All other provisions of the Agreement not amended by this First Amendment shall remain in full force and effect.

This Amendment is executed as of the date written on page 1.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

Thomas C. Williams, City Manager

Steve Bui, Principal

APPROVE AS TO CONTENT:

Jeff Moneda, Public Works Director/
City Engineer

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

**EXHIBIT B-1
 COMPENSATION SCHEDULE**

	Senior Project Manager II		Project Manager II		Project Engineer I		Senior Admin		Labor Cost	Expenses	Total
Hourly Rate	\$193.50		\$180.00		\$144.00		\$85.50				
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost			
Task 1	10	\$1,935	455	\$81,900	20	\$2,880	15	\$1,283	\$88,000	\$0	\$88,000
Totals	10	\$1,935	455	\$81,900	20	\$2,880	15	\$1,283	\$88,000	\$0	\$88,000