

**AMENDMENT No 1 TO 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 West Yost & Associates, Inc., a California corporation (hereafter referred to as "CONSULTANT").

RECITALS

- A. WHEREAS, the parties entered into an agreement on February 5, 2013 entitled "Consulting Services Agreement between the City of Milpitas and West Yost & Associates" ("Agreement"); and
- B. WHEREAS, the parties desire to amend the Agreement to increase the scope of work and compensation by \$20,000 for a total amount not to exceed \$38,000;

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 an amount not to exceed \$ 38,000.00 based on time and materials 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. Consultant further represents that the amount of the compensation specified in this Section 2 shall be a guaranteed maximum price. 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. Section 2.6 entitled "Reimbursable Expenses" is amended to read as follows:

“Reimbursable Expenses. Reimbursable expenses are shown on Exhibits B and B-1 and shall not exceed seven hundred and one-dollars (\$701.00). Expenses not listed in Exhibits B and B-1 are not chargeable to City. Reimbursable expenses are included in the total not-to-exceed amount of compensation provided under this Agreement.”

3. Exhibit B-1 attached to this Amendment No.1 is fully incorporated by reference to the Agreement.
4. Consultant agrees to continue to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement. Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
5. All other provisions of the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

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

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

Thomas C. Williams, City Manager

John Goodwin, Vice President

Jeff Moneda, Public Works Director/
City Engineer

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

Project No: 4265 & 7100
 Project Name: Water Systems Seismic Improvements

EXHIBIT B-1

	P JDG		EM NMc		ESII		ADMIII		Labor Cost	Expenses	Total
Hourly Rate	\$231		\$221		\$142		\$95				
	Hour s	Cost	Hours	Cost	Hours	Cost	Hours	Cost			
Task 1	2	\$462	8	\$1,768	4	\$568	2	\$190	\$2,988	\$12	\$3,000
Totals	2	\$462	8	\$1,768	4	\$568	2	\$190	\$2,988	\$12	\$3,000

	Hour s	Cost	Hours	Cost	Hour s	Cost	Hour s	Cost	Labor Cost	Expenses	Total
Task 2	8	\$1,848	55	\$12,155	16	\$2,272	7	\$665	\$16,940	\$60	\$17,000
Totals	8	\$1,848	55	\$12,155	16	\$2,272	7	\$665	\$16,940	\$60	\$17,000