

**AMENDMENT NO. 2 TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF MILPITAS AND
HATCH MOTT MACDONALD, LLC**

This Amendment is entered into this 19th day of May, 2015, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Hatch Mott MacDonald, LLC, a Delaware Limited Liability Company registered in the State of California (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an agreement on July 14, 2014 entitled "Consulting Services Agreement between the City of Milpitas and Hatch Mott MacDonald, LLC." ("Agreement") for professional services in the amount of Nineteen Thousand Eight Hundred Fifty Dollars (\$19,850); and

WHEREAS, the parties entered into Amendment No.1 to the Agreement on October 7, 2014 to increase the compensation under the Agreement in the amount of One Hundred Forty Three Thousand One Hundred Ten Dollars (\$143,110) for a total of One hundred sixty two thousands and nine hundred sixty dollars (\$162,960);

WHEREAS, the parties desire to amend the Agreement extend the term from June 30, 2015 to December 31, 2015 and to increase the compensation in the additional amount of One Hundred Eight Thousand two hundred forty Dollars (\$108,240) to allow CONSULTANT to continue providing support services for the Land Development Engineering Division of the Public Works Department;

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

1. **Section 1.** Section 1.1 of the Agreement entitled "Term of Services" shall be deleted and replaced in it's entirety to read as follows:

"1.1 Term of Services. The term of this Agreement shall begin on first date noted above and shall end on December 31, 2015, the date of completion specified in **Exhibit A**, and Consultant shall complete all the work described in **Exhibit A** prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's Right to terminate the Agreement, as provided in Section 8."

2. Section 2, entitled "Compensation" of the Agreement is amended in its entirety to read as follows:

“2. Compensation. City hereby agrees to pay Consultant an amount not to exceed Two Hundred Seventy-One Thousand and Two Hundred Dollars (\$271,200) 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. Hourly rates for personnel performing services shall be as shown in **Exhibit B and Revised Exhibit B.** 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.”

3. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **July 14, 2014** between **Hatch Mott MacDonald, LLC** and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
4. All other provisions of the Agreement not modified by this Amendment No. 2 shall remain in full force and effect.

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

APPROVED BY:

HATCH MOTT MACDONALD, LLC.
CONSULTANT

Thomas C. Williams, City Manager

Chris Metzger, Vice President

APPROVED AS TO CONTENT:

Steven J. Machida, Director of Engineering

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

Revised B
COMPENSATION SCHEDULE

- Senior Project Manager hourly rate = \$200
- Senior Traffic Engineer hourly rate = \$190
- Project Manager hourly rate = \$155
- Professional Land Surveyor hourly rate = \$145
- Project Engineer or Traffic Engineer hourly rate = \$145

Note: The above hourly rates are effective July 1, 2015 through December 31, 2015.