

FIFTH AMENDMENT TO THE AGREEMENT FOR
CONSULTATION AND OTHER SERVICES

This Amendment is entered into this 17th day of May, 2016, 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

WHEREAS, the parties entered into an Agreement on October 7, 2014 entitled "Consultant Services Agreement between the City of Milpitas and RMC Water Environment, Inc." ("Agreement") for engineering services in the amount of \$27,734 with an expiration date of June 30, 2015; and

WHEREAS, on April 7, 2015, the parties entered into Amendment No. 1 to the Agreement to increase the scope of work and compensation by \$58,000, for a total not to exceed amount of \$85,734, and extended the term to December 31, 2015; and

WHEREAS, on June 16, 2015, the parties entered into Amendment No. 2 to the Agreement to increase the scope of work and compensation by \$42,000, for a total not to exceed amount of \$127,734; and

WHEREAS, on October 6, 2015, the parties entered into Amendment No. 3 to increase compensation by \$40,000, for a total not to exceed amount of \$167,734, and extend the term through June 30, 2016; and

WHEREAS, on December 1, 2015, the parties entered into Amendment No. 4 to increase compensation by \$100,000, for a total not to exceed amount of \$267,734; and

WHEREAS, the parties desire to increase compensation by \$150,000 for a total not to exceed amount of \$417,734, and extend the term through June 30, 2017.

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

1. Section 1.1, entitled "Term of Services" of the Agreement is amended in its entirety to read as follows:

Terms of Services. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2017, 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 for in Section 8.

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

Section 2. Compensation. City hereby agrees to pay Consultant an amount not to exceed Four Hundred Seventeen Thousand Seven Hundred Thirty Four Dollars (\$417,734) 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. 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 October 7, 2014, between CONSULTANT and CITY. The CONSULTANT shall provide CITY with renewal certificates of the current policies upon the expiration of the current policy.
4. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date on the first page.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

Thomas C. Williams, City Manager

Steve Bui, Principal

APPROVED AS TO CONTENT:

Corporate Entity Number

Steven J. Machida, Director of Engineering/City Engineer

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney