

**AMENDMENT NO. 2 TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF MILPITAS AND RMC WATER AND ENVIRONMENT**

This Amendment is entered into this 16th day of August, 2016, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and RMC Water and Environment, a California corporation (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an agreement on June 17, 2014 entitled "Consulting Services Agreement between the City of Milpitas and RMC Water and Environment." ("Agreement") for professional design services for the preparation of plans and specifications and obtaining easements and regulatory permits for the installation of replacement water and storm drain lines in the Dempsey Area (Projects No. 7118, No. 7117, No. 7100, & No. 3709); and

WHEREAS, the parties entered into Amendment No. 1 to the Agreement on September 16, 2014, to provide additional design service for the bid and construction documents for installation of a recycled water line main as part of the Dempsey Area utility improvements;

WHEREAS, the parties desire to amend the Agreement again to provide additional engineering services involving additional potholing work and associated design for the Dempsey Area utility improvements;

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

1. Section 1, entitled "Services" and Exhibit A of the Agreement is amended to add the additional scope of services set forth in Exhibit A-2, which is attached hereto and fully incorporated herein by reference.
2. Section 2, entitled " Compensation " of the Agreement is amended in its entirety to read as follows:

"COMPENSATION. In consideration for Consultant's agreement to perform the additional scope of services set forth in Exhibit A-2, City hereby agrees to pay Consultant an amount not to exceed eighty-six thousand two hundred seventy eight dollars (\$86,278.00) 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. Hourly rates for personnel performing services shall be as shown in Exhibit B-2. 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 Agreement is amended to include Exhibit B-2, which is attached hereto and fully incorporated by reference herein, setting forth the rates and budget for the additional scope of services described in Exhibit A-2.
4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **June 17, 2014**, between RMC Water and Environment 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.
5. All other provisions of the Agreement not amended 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:

CITY OF MILPITAS

RMC WATER AND ENVIRONMENT

Thomas C. Williams, City Manager

Michael H Matson, Sr. Vice President

APPROVED AS TO CONTENT:

Steven Machida, Director of Engineering/
City Engineer

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

EXHIBIT A-2
Amendment 2
Scope of Services

Task 2: Field and Document Investigation for Design

Consultant shall perform up to 40 additional potholes for verify the utilities within the alignment of the water, storm, and recycled water lines to complete the final design of the project.

EXHIBIT B-2
Amendment 2

(Payment by CITY: Time and Manner of Payment)

