AMENDMENT NO. 1
TO CONSULTING SERVICES AGREEMENT
WITH MOTT MACDONALD, LLC

This Amendment is entered into this 20th day of June, 2017, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as “CITY”) and Mott MacDonald, LLC, a California Corporation (hereafter referred to as “CONSULTANT”).

RECITALS

WHEREAS, the parties entered into an Agreement on December 9, 2016, entitled “Consulting Services Agreement between the City of Milpitas and Mott MacDonald.” (“Agreement”) for professional services in the amount of Ninety Six Thousand Seven Hundred Thirty Dollars ($96,730.00); and

WHEREAS, the parties desire to amend the Agreement to increase the compensation by the additional amount of One Hundred Thirty Thousand Five Hundred Seventy Dollars ($130,570.00) to allow CONSULTANT to provide the additional construction support and inspection services for the Daniel Court Water Main & Service Replacement project (“Project”), as described in Exhibit A-1, attached hereto, and to extend the term of the Agreement to June 1, 2018.

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”, of the Agreement is amended to add the following:

“ COMPENSATION. In consideration of Consultant’s agreement to perform the additional scope of services set forth in Exhibit A-1, and prior work authorized under the Agreement, City hereby agrees to pay Consultant an amount not to exceed One Hundred Thirty Thousand Five Hundred Seventy Dollars ($130,570.00) 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-1 of the Agreement. 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. Exhibit A-1, attached hereto and incorporated herein by this reference, is hereby added to the Agreement.

3. Exhibit B-1, attached hereto and incorporated herein by this reference, is hereby added to the Agreement.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated December 9, 2016 between 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.

5. Except as otherwise amended herein, all other provisions of the Agreement shall remain in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

6. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

7. If any provision of this Amendment No. 1 shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment No. 1 unless elimination of such provision materially alters the rights and obligations set forth herein.

SIGNATURES ON FOLLOWING PAGE
This Amendment is executed as of the date first written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT
Mott MacDonald, LLC.

_____________________________   By:______________________
Steve Pangelinan, Acting City Manager   Chris Metzger, Vice President

_____________________________________
Greg Chung, Interim Director of Engineering

APPROVED AS TO FORM:

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Christopher J. Diaz, City Attorney