AMENDMENT No. 2 TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF MILPITAS AND HYDROSCIENCE ENGINEERS, INC

This Amendment is entered into this _____ day of _____, 2017, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as “CITY”) and HydroScience Engineers, Inc., a California corporation (hereafter referred to as “CONSULTANT”).

RECITALS

WHEREAS, the parties entered into an agreement on December 19, 2016 entitled “Consulting Services Agreement between the City of Milpitas and HydroScience Engineers, Inc.” (“Agreement”) in the amount of Ninety-Five Thousand Dollars ($95,000.00) to provide Utility Engineering staff support services with an expiration of December 31, 2017; and

WHEREAS, on March 21, 2017, the parties entered into Amendment No.1 to the Agreement to increase the compensation by Seventy Five Thousand Dollars ($75,000), for a total not to exceed amount of One Hundred Seventy Thousand Dollars ($170,000); and

WHEREAS, the parties desire to increase compensation by Seventy Five Thousand Dollars ($75,000) for a total not to exceed amount of Two Hundred Forty Five Thousand Dollars ($245,000) for additional consultation services.

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 in its entirety to read as follows:

   Section 2. Compensation. City hereby agrees to pay Consultant an amount not to exceed Two Hundred Forty Five Thousand Dollars ($245,000.00) 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.

2. The CONSULTANT agrees to maintain and pay for all insurance policies as stated in Section 4, entitled “Insurance Requirements” of the Agreement dated December 19, 2016, between CONSULTANT and CITY. The CONSULTANT shall provide CITY with renewal certificates of the current policies upon the expiration of the current policy.

3. All other provisions of the Agreement shall remain in full force and effect.

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

APPROVED BY:

CITY OF MILPITAS

HydroScience Engineers, Inc. CONSULTANT

_____________________________   ___________________ ___________
City Manager   Mary Hoang, Principal

CORPORATE ENTITY NUMBER

_____________________

APPROVED AS TO CONTENT:

Nina Hawk
Public Works Director

APPROVED AS TO FORM:
Christopher Diaz, City Attorney