

**FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT BETWEEN  
THE CITY OF SUNNYVALE AND BLACK & VEATCH CORPORATION FOR  
ON-CALL CONTRACTS FOR ENGINEERING SUPPORT SERVICES FOR  
THE WATER POLLUTION CONTROL PLANT**

This First Amendment to the Agreement, dated \_\_\_\_\_, is entered into by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and BLACK & VEATCH CORPORATION, a Delaware stock corporation ("CONSULTANT").

WHEREAS, on June 23, 2022, the CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as On-Call Contracts for Engineering Support Services for the Water Pollution Control Plant (F22-060) ("Agreement"); and

WHEREAS, the CITY and CONSULTANT now desire to amend the Agreement to extend the term by one year, update the compensation schedule and increase the maximum compensation, due to anticipated additional need for services;

NOW, THEREFORE, THE CITY AND CONSULTANT ENTER INTO THIS FIRST AMENDMENT TO THE AGREEMENT:

1. Section 3 entitled "Time for Performance" is hereby amended to read as follows:

3. Time for Performance

The Project Schedule is set forth as an on-call basis. The term of this Agreement shall be four (4) years, from June 23, 2022 through June 22, 2026, unless earlier terminated pursuant to Section 24 of this Agreement. The Agreement may be renewed for an additional one (1) year renewal at the sole option of the CITY. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A".

2. Section 4 entitled "Payment of Fees and Expenses" is hereby amended, in part, to read as follows:

[Replace first paragraph of Section 4 with the following]:

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B" Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" In no event shall the total amount of compensation payable under this Agreement exceed the sum of Five Hundred Thousand and 00/100 Dollars. (\$500,000.00) . All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

3. All other terms and conditions of the Agreement remain unchanged and are in effect.
4. Exhibit "B-1", attached hereto and incorporated herein, is added to the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement.

CITY OF SUNNYVALE ("CITY")

BLACK & VEATCH ("CONSULTANT")

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name and Title

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Name and Title

By \_\_\_\_\_  
City Attorney