

**FIRST AMENDMENT TO ON-CALL SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND SPENCON CONSTRUCTION, INC.  
FOR ON-CALL CONCRETE REPAIR SERVICES**

This First Amendment to the On-Call Services Agreement, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and SPENCON CONSTRUCTION, INC. ("CONSULTANT"), a California corporation.

WHEREAS, on July 25, 2025, the CITY and CONSULTANT entered into an On-Call Services Agreement whereby CONSULTANT would provide on-call concrete repair services for a project known as On-Call Concrete Repair Services, IFB No. F25-267 ("Agreement"); and

WHEREAS, the CITY and CONTRACTOR now agree that an amendment to said Agreement is advisable to extend the term and increase the maximum compensation due to anticipated additional need for services during the term of the Agreement;

NOW, THEREFORE, THE CITY AND CONSULTANT ENTER INTO THIS FIRST AMENDMENT TO THE ON-CALL SERVICES AGREEMENT:

1. Section 2 entitled "Agreement Term" is hereby amended to read as follows:

2. Agreement Term

The term of this Agreement shall be from the date of execution through June 30, 2027, unless otherwise terminated in accordance with Section 17 below.

2. Section 3 entitled "Payment of Fees and Expenses" is hereby amended to read as follows:

3. Payment of Fees and Expenses

CITY agrees to pay CONTRACTOR at the unit prices set forth in Exhibits "C" and "C-1". Total compensation shall not exceed Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), unless upon written modification to this Agreement signed by both parties. CONTRACTOR shall submit progress payment invoices to CITY no more frequently than monthly to be paid in accordance with the prices set forth in Exhibits "C" and "C-1".

All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or [accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov). Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

3. Section 26 entitled "Ordering" is hereby amended to read as follows:

26. Ordering

The City shall require that the CONTRACTOR submit a proposal for each task order in competition with other consultants prior to issuing a Purchase Order under this Agreement. Task orders will only be issued by authorized users of this Agreement. The task order request will generally include:

- A. The statement of work;
- B. A list of reporting requirements and any other deliverables; and

- C. Instructions to the CONTRACTOR including, for example, information concerning the period of performance, and any special terms or conditions applicable to the task order.

The City project manager will determine the due date for responses and the level of review required based on the nature and complexity of the requirements. Payments for services rendered in the Task Order will be made in accordance with the rates set forth in Exhibits "C" and "C-1" and may be contingent on the completion and approval of deliverables.

4. Exhibit C-1 is attached hereto and incorporated into the Agreement.
5. All other terms and conditions remain unchanged and are in effect.

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

CITY OF SUNNYVALE ("CITY")

SPENCON CONSTRUCTION, INC.  
("CONSULTANT")

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

By \_\_\_\_\_

ATTEST:

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

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

By \_\_\_\_\_

APPROVED AS TO FORM:

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

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

**EXHIBIT C-1  
COMPENSATION  
(UPDATED FEBRUARY 2026)**

**New rate table effective May 2, 2026**

<b>Item</b>	<b>Description</b>	<b>Units</b>	<b>Estimated Quantity</b>	<b>Original Unit Price</b>	<b>Requested Increase</b>	<b>New Unit Price</b>
1	Remove and Reconstruct Sidewalk 4"	SF	1	\$25.00	3.9%	\$25.98
2	Remove and Reconstruct Sidewalk (Driveway)	SF	1	\$30.00	3.9%	\$31.17
3	Remove and Reconstruct Driveway Approach	SF	1	\$30.00	3.9%	\$31.17
4	Remove and Reconstruct Curb and Gutter	LF	1	\$125.00	3.9%	\$129.88
5	Remove and Parkstrip and Replace Dirt	SF	1	\$5.00	3.9%	\$5.20
6	4" Thick Asphalt Concrete	SF	1	\$15.00	3.9%	\$15.59
7	Adjust Utility Boxes in Concrete	EA	1	\$150.00	3.9%	\$155.85
8	Remove Medium Tree	EA	1	\$3,000.00	3.9%	\$3,117.00
9	Remove Large Tree	EA	1	\$4,300.00	3.9%	\$4,467.70