

**FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND BELLECCI & ASSOCIATES
FOR THE WATER LINE REPLACEMENT 2016-17 PROJECT**

This Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and BELLECCI & ASSOCIATES, INC., a California corporation ("CONSULTANT").

WHEREAS, on November 17, 2016, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide professional services necessary for development of a safe and efficient design, preparation of bid documents for Public Works competitive bidding, and construction support for the Water Line Replacement project; and

WHEREAS, the parties now agree that a First Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

1. Services by CONSULTANT
[Replace the first sentence with the following:]

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work" and Exhibit "A-1" entitled "Additional Scope of Work".

2. Notice to Proceed/Completion of Services
[Replace paragraph (b) with the following:]

(b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A" and Exhibit "A-1," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A") and Additional Scope of Work (Exhibit "A-1"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Time for Performance
[Replace this section with the following:]

The term of this Agreement shall be from the date of execution through project construction, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibits "A" and "A-1". Extensions of time may be granted by the City Manager upon a showing of good cause.

4. Payment of Fees and Expenses

[Replace the first paragraph with the following]:

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule" and Exhibit "B-1" entitled "Additional Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B" and Exhibit "B-1." 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" and Exhibit "B-1" for each phase, and shall include base services as identified in Exhibit "A" an amount not-to-exceed One Hundred Ninety Seven Thousand Nine Hundred Forty Seven and No/Dollars (\$197,947.00), for the duration of the contract, and optional services in an amount not to exceed Twenty Four Thousand Four Hundred Sixty Eight and No/Dollars (\$24,468.00) for the duration of the contract, and the services identified in Exhibit "A-1" an amount not-to-exceed Twenty One Thousand Nine Hundred Ninety and No/100 Dollars (\$21,990.00). In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Hundred Forty Four Thousand Four Hundred Five and No/100 Dollars (\$244,405.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

8. Standard of Workmanship

[Replace the first sentence of the second paragraph with the following:]

The plans, designs, specifications, estimates, calculations reports, and other documents furnished under the Scope of Work (Exhibit "A" and "A-1") shall be of a quality acceptable to CITY.

All other terms and conditions remain unchanged.

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

BELLECCI & ASSOCIATES, INC.
CIVIL ENGINEERS ("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title