

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
CSG CONSULTANTS, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and CSG Consultants, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services between the City of Santa Clara, California, and CSG Consultants, Inc. for the Engineering Design Services of Uncontrolled Crosswalk Improvements", dated November 16, 2018 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide engineering design services, construction administration, and record drawings, and the Parties now wish to amend the Agreement to extend the term of the agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Agreement, entitled "TERM OF AGREEMENT" is amended to read as follows:
"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on November 16, 2018 and terminate on December 31, 2023."
- 2. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:
"In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **one hundred seventy one thousand two hundred twenty two dollars and zero cents (\$171,222.00)**, subject to budget

appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

3. Section I of EXHIBIT B of the Agreement, entitled "GENERAL PAYMENT" is amended to read as follows:

"The total payment to the Consultant for Basic Services, as stated in **Exhibit A, Scope of Services**, shall not exceed \$156,472, plus any authorized Reimbursable Expenses. Reimbursable Expenses shall not exceed \$200.00. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$14,550.00. In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$171,222.00.

Billing shall be on a monthly basis based on the services performed for each task. Consultant shall, during the term of this Agreement, invoice the City for hours and dollars of work completed under this Agreement. The invoice shall describe the Task invoiced, percent completed of the Task, time and materials expended by Task, and total amount during the invoice period. The invoice shall also show the total to be paid for the invoice period."

4. Section II of EXHIBIT B of the Agreement, entitled "BASIC SERVICES" is amended to read as follows:

The total payment to Consultant for all work necessary for performing all Tasks, as stated in **Exhibit A, Scope of Services**, shall be in proportion to services rendered and on a time and materials basis.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant services required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. Consultant may reallocate remaining budget from completed Task to other Tasks. The total amount of all the Tasks is a not-to-exceed amount.

Task 9 is an Optional Task, as stated in Exhibit A and will require pre-approval in writing by CITY prior to performing any services under the task.

The amount of each Task and the total amount of all the Tasks are as itemized below:

Description	Cost
Task 1.0: Project Management and Data Collection and Crosswalk Evaluation	\$ 24,530.00

Task 2.0: Preliminary Design(30% Level)	\$ 16,650.00
Task 3.0: Prepare 70% Documents	\$ 48,620.00
Task 4.0: Prepare 100% Documents	\$ 12,480.00
Task 5.0: Prepare Final Bid Documents	\$ 18,815.00
Task 6.0: Bidding Support Services	\$ 5,160.00
Task 7.0: Construction Administration	\$ 19,295.00
Task 8.0: Record Drawings and Project Close-Out	\$ 4,000.00
Task 9.0 Bulb-out Design and Topographic Survey(Optional)	\$ 21,472.00
TOTAL BASIC SERVICES (not-to-exceed)	\$ 171,022.00

In no event shall the billed amount to City by Consultant for Basic Services under this Agreement exceed **one hundred seventy-one thousand twenty-two dollars and zero cents (\$171,022.00)**, subject to budget appropriations

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

CSG CONSULTANTS, INC
a California corporation

Dated: _____

By (Signature): _____

Name: Cyprus Kianpour

Title: President

Principal Place of
Business Address: 550 Pilgrim Drive, Foster City, CA 94404

Email Address: CYRUS@CSGENGR.COM

Telephone: (650) 522-2500

Fax: (650) 522-2599

“CONTRACTOR”

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