

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WEST VALLEY CONSTRUCTION COMPANY, INC**

PREAMBLE

This agreement (“Amendment No. 1”), effective as of _____ (“Effective Date”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (“City”) and West Valley Construction Company, 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 Services Between the City of Santa Clara and West Valley Construction Company, Inc., dated September 23, 2025 (“Agreement”); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide as-needed asphalt repair services, and the Parties now wish to amend the Agreement to revise compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 6 of the Agreement, entitled “Compensation and Payment” is revised to delete item B, entitled “Annual Compensation Limits” in its entirety. The revised Section 6 will now read as follows:

There is a maximum aggregate compensation and a separate maximum compensation for each Approved Task Order, as described below.

- A. Maximum Total Compensation – Agreements. The aggregate maximum compensation across all Asphalt Repair Services Agreements is Ten Million Four Hundred Thousand Dollars (\$10,400,000), subject to budget appropriations.
- B. Maximum Compensation – Task Order. Each Approved Task Order will specify the maximum amount payable to Contractor for all expenses, supplies, materials, and equipment related to the Contractor providing the work (“Maximum Task Order Compensation”). Contractor shall fully complete all

work required by the Task Order for no more than that Maximum Task Order Compensation. City shall only be liable for charges expressly authorized in an Approved Task Order.

2. 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: _____

GLEN R. GOOGINS
City Attorney

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

WEST VALLEY CONSTRUCTION COMPANY, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: Keely Estep

Title: Contracts Manager

Principal Place of Business Address: 603 Campbell Technology Pkwy
Campbell, CA 95008

Email Address: contracts@wvcc.com

Telephone: 408-371-5510

Fax: _____

“CONTRACTOR”