

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

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and National Plant Services, Inc., an Illinois 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 Professional Services By and Between The City of Santa Clara, California and National Plant Services, Inc.," dated December 22, 2017 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide cleaning and inspection services for the Sanitary Sewer Main Assessment Phase I Project, and the Parties now wish to amend the Original Agreement to extend the termination date from December 31, 2018 to December 31, 2019 and to provide critical assessment of additional sewer segments.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That Section 2, "Term of Agreement," of the Original Agreement is hereby 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 the Effective Date of the Agreement and terminate on December 31, 2019."

2. AMENDMENT TERMS AND CONDITIONS

That Exhibit B ("Fee Schedule") is hereby amended by adding the following heading immediately preceding the existing Table containing 148 line items:

“SCOPE OF WORK – PHASE I”

3. AMENDMENT TERMS AND CONDITIONS

That the existing Table containing 148 line items contained in Exhibit B (“Fee Schedule”) is hereby amended by replacing lines 147 and 148, and adding a new line 149, to read as follows:

147	Disposal Fee, Phase I	1	LS	\$13,080.00	\$13,080.00
148	Additional Services, Phase I	1	LS	\$0.00	\$0.00
149	Additional Services to be conducted in Phase IA (see table below)	1	LS	\$113,610.00	\$113,610.00

4. AMENDMENT TERMS AND CONDITIONS

That Exhibit B (“Fee Schedule”) is hereby amended by adding the following Table immediately following the existing Table:

ADDITIONAL SCOPE OF WORK – PHASE IA

Item #	Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Diameter (in.)	Pipe Material	Length (ft.)	Location	Unit	Unit Price	Total
1	4-5	14-71	10	VCP	276	SARATOGA AVENUE	LS	\$ 3.50	\$ 967.62
2	15-63	15-62	8	VCP	153	SARATOGA AVENUE	LS	\$ 3.00	\$ 460.08
3	4-24	4-18	10	VCP	180	SARATOGA AVENUE	LS	\$ 3.50	\$ 629.86
4	4-29	4-24	8	VCP	80	SARATOGA AVENUE	LS	\$ 3.00	\$ 238.97
5	4-23	4-29	8	VCP	412	SARATOGA AVENUE	LS	\$ 3.00	\$ 1,236.24
6	25-88	25-93	8	VCP	190	SARATOGA AVENUE	LS	\$ 3.00	\$ 569.17
7	25-93	25-78	8	VCP	50	SARATOGA AVENUE	LS	\$ 3.00	\$ 150.46
8	25-81	25-80	8	VCP	111	SARATOGA AVENUE	LS	\$ 3.00	\$ 333.93
9	25-85	25-86	8	VCP	329	SARATOGA AVENUE	LS	\$ 3.00	\$ 988.31
10	14-64	14-65	10	VCP	414	SARATOGA AVENUE	LS	\$ 3.50	\$ 1,449.09
11	14-63	14-64	10	VCP	145	SARATOGA AVENUE	LS	\$ 3.50	\$ 507.16
12	14-71	14-69	10	VCP	123	SARATOGA AVENUE	LS	\$ 3.50	\$ 430.29
13	15-45	15-44	10	VCP	59	SARATOGA AVENUE	LS	\$ 3.50	\$ 205.91
14	15-44	15-29	8	VCP	319	SARATOGA AVENUE	LS	\$ 3.50	\$ 1,116.72
15	15-29	15-24	10	VCP	297	SARATOGA AVENUE	LS	\$ 3.50	\$ 1,040.77
16	15-15	15-13	10	VCP	170	SARATOGA AVENUE	LS	\$ 3.50	\$ 594.63
17	15-2	15-3	12	VCP	182	SARATOGA AVENUE	LS	\$ 4.00	\$ 727.53
18	15-48	15-46	8	VCP	244	SARATOGA AVENUE	LS	\$ 3.00	\$ 731.74
19	15-30	15-24	8	VCP	272	SARATOGA AVENUE	LS	\$ 3.00	\$ 817.21
20	15-13	15-2	12	VCP	316	SARATOGA AVENUE	LS	\$ 4.00	\$ 1,264.65
21	15-62	15-46	8	VCP	241	SARATOGA AVENUE	LS	\$ 3.50	\$ 843.53
22	15-46	15-45	10	VCP	23	SARATOGA AVENUE	LS	\$ 3.50	\$ 79.33
23	15-24	15-15	10	VCP	358	SARATOGA AVENUE	LS	\$ 3.50	\$ 1,254.11
24	15-4	25-85	10	VCP	222	SARATOGA AVENUE	LS	\$ 3.50	\$ 776.97
25	4-26	4-23	8	VCP	51	SARATOGA AVENUE	LS	\$ 3.00	\$ 152.46
26	15-16	15-15	8	VCP	100	SARATOGA AVENUE	LS	\$ 3.00	\$ 301.16
27	15-17	15-13	12	VCP	311	SARATOGA AVENUE	LS	\$ 4.00	\$ 1,245.58
28	15-10	15-13	8	VCP	135	SARATOGA AVENUE	LS	\$ 3.00	\$ 404.51
29	25-86	25-93	8	VCP	258	SARATOGA AVENUE	LS	\$ 3.00	\$ 774.16
30	25-78	25-79	8	VCP	222	SARATOGA AVENUE	LS	\$ 3.00	\$ 664.74
31	25-79	25-80	8	VCP	53	SARATOGA AVENUE	LS	\$ 3.00	\$ 159.40
32	25-80	26-44	8	VCP	799	SARATOGA AVENUE	LS	\$ 3.00	\$ 2,398.37
33	26-21	26-17	10	VCP	352	SARATOGA AVENUE	LS	\$ 3.50	\$ 1,232.33
34	26-23	26-21	8	VCP	365	SARATOGA AVENUE	LS	\$ 3.00	\$ 1,096.16
35	26-23	26-34	6	VCP	305	SARATOGA AVENUE	LS	\$ 3.75	\$ 1,142.91
36	26-34	26-44	8	VCP	318	SARATOGA AVENUE	LS	\$ 3.75	\$ 1,193.85
37	15-3	25-85	12	VCP	477	SARATOGA AVENUE	LS	\$ 4.00	\$ 1,908.81
38	16-5	16-7	8	VCP	353	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 1,058.26
39	16-6	26-85	8	VCP	338	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 1,014.92
40	16-7	16-6	8	VCP	21	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 61.72
41	16-32	16-33	6	VCP	332	WINCHESTER BOULEVARD	LS	\$ 3.75	\$ 1,245.87
42	16-19	16-7	8	VCP	323	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 970.30
43	16-24	16-19	8	VCP	328	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 984.93
44	16-33	16-24	8	VCP	319	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 957.91
45	16-34	16-33	8	VCP	126	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 377.75
46	16-40	16-34	8	VCP	298	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 893.41
47	16-45	16-40	8	VCP	445	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 1,334.69
48	16-49	16-45	8	VCP	512	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 1,537.04
49	16-50	16-55	8	VCP	289	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 865.87
50	26-70	26-63	8	VCP	348	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 1,045.40
51	26-71	26-70	8	VCP	70	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 209.82
52	26-84	26-71	8	VCP	476	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 1,428.85
53	26-85	26-84	8	VCP	400	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 1,198.96
54	26-63	26-54	8	VCP	413	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 1,239.20
55	26-43	26-42	6	VCP	128	WINCHESTER BOULEVARD	LS	\$ 3.50	\$ 448.91
56	26-54	26-43	6	VCP	114	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 342.75
57	26-42	26-38	10	VCP	380	WINCHESTER BOULEVARD	LS	\$ 3.50	\$ 1,328.95
58	26-32	26-88	10	VCP	10	WINCHESTER BOULEVARD	LS	\$ 3.50	\$ 35.86
59	26-38	26-89	10	VCP	38	WINCHESTER BOULEVARD	LS	\$ 3.50	\$ 134.62
60	26-89	26-32	10	VCP	220	WINCHESTER BOULEVARD	LS	\$ 3.50	\$ 769.96
61	16-55	16-49	8	VCP	150	WINCHESTER BOULEVARD	LS	\$ 3.00	\$ 450.67
62	15-61	15-60	8	VCP	120	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 360.03
63	14-67	14-66	8	VCP	400	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 1,200.35
64	14-66	15-43	8	VCP	264	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 790.85
65	15-43	15-45	8	VCP	40	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 121.22
66	15-51	15-49	8	VCP	173	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 518.61
67	15-49	15-48	8	VCP	332	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 997.36
68	15-48	15-46	8	VCP	244	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 731.74
69	15-57	15-56	8	VCP	252	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 757.24
70	15-58	15-55	8	VCP	349	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 1,048.07
71	15-60	15-58	8	VCP	366	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 1,098.53
72	15-53	15-55	8	VCP	280	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 840.28
73	15-50	15-53	8	VCP	299	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 897.59
74	15-47	15-50	8	VCP	381	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 1,142.93
75	15-54	15-56	8	VCP	245	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 736.32
76	15-51	15-54	8	VCP	249	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 746.52
77	16-36	16-37	8	VCP	290	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 871.16
78	16-35	16-36	8	VCP	57	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 171.40
79	16-35	15-61	8	VCP	127	PRUNERIDGE AVENUE	LS	\$ 3.00	\$ 382.21
80	BASE AMOUNT								\$ 63,437.77
81	TRAFFIC CONTROL FEES (NOT TO EXCEED)								\$ 30,000.00
82	DISPOSAL FEES (NOT TO EXCEED)								\$ 10,000.00
83	ADDITIONAL SERVICES AS NEEDED (ASA)								\$ 10,172.23
TOTAL					19,819			\$	113,610.00

5. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1, shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

6. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

NATIONAL PLANT SERVICES, INC.

an Illinois corporation

Dated: _____

By (Signature): _____

Name: Dennis R. Keene

Title: President

Principal Place of Business Address: 1461 Harbor Avenue
Long Beach, CA 90813

Email Address: dennis.keene@nationalplant.com

Telephone: (562) 436-7600

Fax: (562) 495-1528

“CONTRACTOR”

I:\Water\AGREEMENTS\National Plant Serv\Extension Amend\Amendment No. 1_NPS.docx