

**AMENDMENT NO. 4**  
**TO CONSULTING SERVICES AGREEMENT**  
**WITH PAGE & TURNBULL, INC.**

This Amendment No. 4 is entered into this 20th day of April, 2021, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY"), and Page & Turnbull, Inc., a California Corporation (hereafter referred to as "CONSULTANT"). CITY and CONSULTANT may be jointly referred to herein as the "Parties."

**RECITALS:**

WHEREAS, on August 16, 2016, the Parties entered into a "Consulting Services Agreement between the City of Milpitas and Page and Turnbull" (the "Agreement") for professional services with a maximum compensation amount of \$350,000.00 and a term period of August 16, 2016 to December 31, 2020; and

WHEREAS, on August 15, 2017, the Parties entered into Amendment No. 1 to the Agreement to increase the compensation amount by \$197,485 to allow CONSULTANT to provide additional design services, for a new total compensation amount of \$547,485, and to make ministerial changes to the Agreement; and

WHEREAS, on December 4, 2018, the Parties entered into Amendment No. 2 to the Agreement to increase the compensation amount by \$187,700 to allow CONSULTANT to provide additional services, for a new total compensation amount of \$735,185, and to make ministerial changes to the Agreement; and

WHEREAS, on December 15, 2020 the Parties entered into Amendment No. 3 to the Agreement to extend the expiration date of the term period by six months to allow CONSULTANT additional time to complete the final design documents.

WHEREAS, the Parties now desire to amend the Agreement to increase the compensation amount by \$10,000 to allow CONSULTANT to provide additional construction management services, for a new total compensation amount of \$745,185, and to extend the term of the agreement by 24 months to allow CONSULTANT additional time to complete the design and construction management services.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. Section 1.1, entitled "Term of Services", of the Agreement is amended to read as follows:

**"Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2023. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8."

2. Section 2, entitled "Compensation" of the Agreement is amended to add the following:

**"COMPENSATION.** In consideration of Consultant's agreement to perform the additional scope of services set forth in Exhibit A-4, and prior work authorized under the Agreement, City hereby agrees to pay Consultant an amount not to exceed seven hundred forty-five thousand, one hundred eighty five dollars (\$745,185) based on time and materials for all services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B-4 of the Agreement. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

3. The CONSULTANT agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated August 16, 2016 between **Page & Turnbull, Inc.** and **the City of Milpitas**. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policies.
4. Exhibit A-4, attached hereto and incorporated herein by this reference, is hereby added to the Agreement.
5. Exhibit B-4, attached hereto and incorporated herein by this reference, is hereby added to the Agreement.
6. Except as otherwise amended herein, all other provisions of the Agreement shall remain in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4.
7. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.
8. Except as otherwise amended herein, all other provisions of the Agreement shall remain in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by Amendment No. 1 and Amendment No. 2, Amendment No. 3, and Amendment No. 4.

9. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.
10. If any provision of this Amendment No. 4 shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment No. 4 unless elimination of such provision materially alters the rights and obligations set forth herein.

**SIGNATURES ON FOLLOWING PAGE**

This Amendment No. 4 is executed as of the date first written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT  
Page & Turnbull, Inc.

\_\_\_\_\_  
Steven G. McHarris, City Manager

By:\_\_\_\_\_  
Lada Kocherovsky, Principal  
CA Architect License C38046

APPROVED AS TO FORM:

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Christopher J. Diaz, City Attorney

APPROVED:

\_\_\_\_\_  
Lauren Lai, Finance Director/ Risk Manager

APPROVED AS TO CONTENT:

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Steven P. Erickson,  
Engineering Director/City Engineer