

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND PSOMAS

This Amendment is entered into this 1st day of April 2020, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City") and Psomas, a California Corporation (hereafter referred to as "Consultant"). City and Consultant maybe individually referred to herein as "Party" or jointly as the "Parties."

RECITALS:

WHEREAS, the Parties entered into a Professional Services Agreement on July 1, 2019, (the "Agreement") for GIS data verification and update services for the maximum compensation amount of \$154,025, and with a term period of July 1, 2019, through April 1, 2020; and

WHEREAS, the Parties now desire to amend the Agreement to extend the expiration date of the Agreement by six months to allow CONSULTANT additional time to complete the verification, evaluation, and update of City utility information in the City's GIS system, as described in Exhibit A to the Agreement, and to make ministerial changes to the Agreement.

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

1. Section 5, entitled "Time of Performance," is hereby amended to read as follows:

"The term of this Agreement shall be from July 1, 2019, to October 1, 2020, unless earlier terminated as provided herein. Consultant shall complete the services within the term of this Agreement and shall meet any other established schedules and deadlines."
2. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 11, entitled "Insurance" of the Agreement dated July 1, 2019. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policies.
3. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.
4. 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. 1.

- 5. If any provision of this Amendment No. 1 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. 1 unless elimination of such provision materially alters the rights and obligations set forth herein.

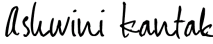
IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the 1st day of April 2020.


CITY OF MILPITAS

PSOMAS

Approved By:

DocuSigned by:


 Steven G. McHarris, Interim City Manager


 Craig Gooch, Vice President


May-15-2020

May-13-2020


Date

Date


Approved As To Form:

DocuSigned by:

 Christopher J. Diaz, City Attorney

Approved:

DocuSigned by:

 Walter C. Rossmann,
 Risk Manager/Director of Finance

Approved As To Content:

DocuSigned by:

 Steve Erickson,
 City Engineer/Director of Engineering