FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND DRAKE HAGLAN AND ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING SERVICES FOR REHABILITATION OF LOYOLA OVERCROSSING ON FOOTHILL EXPRESSWAY (BRIDGE NO. 37C0117)

WHEREAS, pursuant to the provisions of the Agreement ("AGREEMENT") effective August 9, 2011 by and between the Country of Santa Clara ("COUNTY") and Drake Haglan and Associates, Inc. ("CONSULTANT") to provide Professional Consultant Services for the Rehabilitation of Loyola Overcrossing on Foothill Expressway, Bridge No. 37C0117, a First Amendment to the AGREEMENT is now necessary:

NOW, THEREFORE, THE COUNTY AND THE CONSULTANT agrees as follows:

1. The first sentence of SECTION V, PARAGRAPH A of the AGREEMENT shall be deleted in its entirety and replaced with the following:

   A. This Agreement sets a maximum compensation limit not-to-exceed the sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS ONLY ($450,000.00). The maximum compensation limit for SERVICES described in a Task Order will be negotiated and set forth in the Task Order. The total cost of all Task Orders issued pursuant to this Agreement shall not exceed the maximum compensation limit specified herein.

2. SECTION VI, PARAGRAPH A of the AGREEMENT shall be deleted in its entirety and a new SECTION VI, PARAGRAPH A shall be added to read:

   A. The term of this Agreement commences upon execution of this Agreement by the COUNTY and shall expire on December 31, 2014 unless terminated earlier in accordance with Article XI – Termination of Agreement in this Agreement. This Agreement is limited to Task Orders that will commence prior to, but not necessarily be completed by the expiration date of this Agreement. The CONSULTANT may commence work only after a fully executed Task Order is issued by the DEPARTMENT'S Project Manager and must complete its work by the expiration date set forth in the Task Order.

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// First Amendment to Agreement
Federal Project No. STPLZ-5937 (058)
3. ATTACHMENT A—SCOPE OF WORK shall be amended to add the added scope of services identified in Attachment “1”, which is attached hereto and incorporated herein.

Except as modified by the foregoing, all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the COUNTY and the CONSULTANT have caused their names to be subscribed hereto by their duly authorized representative on ____________.

COUNTY OF SANTA CLARA

By: ___________________________ Date
   George Shirakawa
   President, Board of Supervisors

CONSULTANT

By: ___________________________ Date
   Eli Aramouni
   Project Manager

ATTEST:

By: ___________________________ Date
   Lynn RegaDanz
   Interim Clerk of the Board

APPROVED AS TO FORM AND LEGALITY:

By: ___________________________ Date
   Elizabeth G. Pianca
   Deputy County Counsel

Attachments to this First Amendment—
1—Added Scope of Services

First Amendment to Agreement
Federal Project No. STPLZ-5937 (058)