

Project No: 8161
Project Name: Midtown East Parking Garage

**THIRD AMENDMENT TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES**

This Third Amendment is entered into this 11th day of December 2007, by and between the City of Milpitas, and the Milpitas Redevelopment Agency a municipal corporation of the State of California (together hereafter referred to as "CITY") and Stantec Consulting Inc. (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional design services on April 5, 2005, for the Midtown East and West Parking Garage (Project No. 8161) with a total compensation for Basic Services, Additional Services, Reimbursable Services, and Contingency not to exceed \$1,831,920.00 on April 5, 2005.

WHEREAS, on November 21, 2005 the CITY deleted any further Design Services on the Midtown West Parking Garage, and authorized \$52,000 of the fee, specified in the Agreement as Additional Services for Non-Concurrent Scheduling for the East Parking Garage.

WHEREAS, the parties entered into a First Amendment Agreement to allow CONSULTANT to provide professional project construction services including construction submittal, shop drawing, RFI review and other construction services for a not to exceed amount of \$384,000.00 on June 6th 2006.

WHEREAS, the parties entered into a Second Amendment Agreement to allow CONSULTANT to provide professional services including the deletion of the West Parking Garage design, revising the Library restroom space, separate signage & graphics package and other design services for a not to exceed amount of -\$741,494.00.

WHEREAS, the parties agree to again amend the Agreement in light of Chong Partners Architecture, Inc ("CPAI") having been acquired by Stantec Consulting Inc. ("Stantec"). Pursuant its obligation under the acquisition, Stantec assumes all obligations and duties that Chong Partners had under the agreement at issue with the CITY for the design services of the Milpitas parking garage. Accordingly, Stantec, shall assume the indemnification and all other obligations of Chong Partners under its existing agreement and under this Third Amendment to Agreement.

WHEREAS, the parties now desire to amend the Agreement to allow the CONSULTANT to provide additional professional services as outlined in Exhibit "B-3", including revising security screen, gates, stair screen, painting, pylon signs, fiber-optics and historical branded board display changes for a not to exceed amount of \$25,350.00 for a total contract amount today of \$1,499,776.00.

DRAFT

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to this Third Amendment to the Agreement as follows:

1. Section 1, entitled "Services" is amended by adding Exhibit "**B-3**", which are attached hereto and incorporated by reference herein, and this agreement now end on May 31, 2008..
2. Section 2, entitled " Compensation " is amended to add Exhibit "**B-3**", which are attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibits "**B-3**" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibits "**B-3**" shall be **\$25,350.00**.

3. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated April 5, 2005, between Stantec Consulting Inc. and the CITY. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
4. All other provisions of the Agreement, as previously amended, shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

City Engineer as to content

Geoff Adams, Associate Partner
Stantec Consulting, Inc.
Chong Partners Architects, Inc.

City Manager

City Attorney as to Form

ATTESTED BY:

City Clerk



Stantec

Stantec Architecture
405 Howard Street 5th Floor
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Exhibit B-3

October 16, 2007

Steve Erickson
City of Milpitas
82 North Main Street
Milpitas, CA 95035

Re: Milpitas East Parking Structure
Request for Additional Compensation

Dear Steve,

In June we submitted a request for additional fees to support our continuing Construction Administration services through the remaining four months of construction; June – September. Per your request, we are re-submitting our request at the conclusion of the project. We have completed the design services outlined in your June 21 letter and our construction administration services are also complete with the exception of the final close-out. We have received and are reviewing the O&M manuals and are awaiting submission of the record drawings from the Contractor.

Our original additional fee request in June was for \$85,000.00, the amount we estimated would be required to complete the construction phase of our services. Per your June 21 letter, we are now requesting additional compensation based upon specific services requested by the City during construction that we believe are outside the scope of our original contract. The following scope and fee proposal has been revised per our phone conversation today, October 16, 2007.

Security Screen Changes

The City requested we remove the security screens at the Ground Floor perimeter of the Garage and instead add a new chain link fence at the property line, alongside the existing fence. Drawings were revised and issued. This direction was then changed back to the original design and drawings for the fence, screens and gates were revised a second time and re-issued; Drawing revisions included: ASI 046 (SKA-211, SKA-212, SKA-213, SKA-214, SKA-215, SKA-216, A2.01, A3.01, A3.23). *Additional Fee: \$4800.00*

Gate Changes

The original Garage scope did not include the gate to the north space between the Garage and Library which serves as an exit path for the Library. Per the City's request, we

designed the Gate, and issued drawings. The drawings went through several cycles of review and revisions with the City, with the Library team and with the Landscape Architect and were issued for the gate to be included in the Garage scope. The decision was later made to delete it from the Garage scope and leave it in the Library scope. Supplemental instructions were again issued to make the change. The north gate design also included a re-design of the south gate to incorporate security screen material in lieu of chain link. Revisions also included hardware changes at all gates. Drawings issued: ASI 036 (SKA-188, SKA-188R, SKA-189, SKA-189R, SKA-190, SKA-190R) ASI 036.1 (SKA-188R1, SKA-189R1) ASI 037 (SKA-191, SKA-192, SKA-192R1) ASI 038. *Additional Fee: \$4600.00*

Stair Screen Changes

At the ground level of Stair #2, The City requested design changes to include removing the cane rail barrier and re-configuring the stair screens to a triangular shape enclosure under Stair #2, and adding a swinging mesh door. These changes involved several drawing revisions as well as review meetings with City staff. Drawings issued; ASI 049 (SKA-220R1, SKA-221R1, SKA-222, SKA-223, SKA-224R1, SKA-225R1, SKA-227R1, SKA-228R1, SKA-229, SKA-230). *Additional Fee: \$1200.00*

Painting Scope Change

The original Garage scope included prime coat painting only of the entire interior. Per the City's request, this was changed to finish coat painting of selected surfaces. Drawings Issued; RFQ 007 (SKA-171, SKA-172). *Additional Fee: \$1000.00*

Library Pylon Sign Connections

Per the City's request, the north and west entry grilles were connected to two Library signs at Main Street to display Garage "open" and "closed". This addition included meetings with the City and Library team and revised drawings by the Electrical Engineer. Drawings issued: ASI 054 (SKE-115, E3.1). *Additional Fee: \$3250.00*

Fiber-optic Connections

To provide for future data and telecommunication connections between the Garage, Library and City Hall, fiber-optic conduit was added to the Garage scope, beneath the Garage Ground Floor slab. Drawings issued: SKC-206, E3.2, E0.2. *Additional Fee: \$3625.00*

Historic Branded Board Display

Our original graphics and signage scope included both wayfinding graphics in the garage as well as code required signage. In addition, we anticipated design work for the fire truck display on the ground floor as it was identified in the original project scope. However, upon review of our scope, design for the branded board display is an addition to the project and has required a significant effort including the design and detailing of a glass protective enclosure. Also included is the incorporation of the salvaged wood shop doors. Several designs have been developed for the City's review of alternate locations for the doors. The Library project will include details for mounting the doors. The final

location is shown in our current package of drawings and specifications *Additional Fee:*
\$6875.00

Per our phone conversation today the total fee for the above additional services is \$25,350.00. We look forward to receiving a contract amendment in this amount. Thank you.

A handwritten signature in black ink, appearing to read "Geoff Adams", with a stylized flourish at the end.

Geoff Adams, AIA
Associate Partner