

AMENDMENT TO AGREEMENT No. 1
FOR CONSULTATION AND OTHER SERVICES

This Amendment is entered into this 5th day of February 2008, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Grossmann Design Group (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional Engineering services for Sports Center Large Gymnasium Improvements project, (Project No. 8160), on March 6, 2007; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering services during construction of the project.

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

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on **December 5, 2008**.

2. Section 1, entitled "Services" is amended by adding Exhibit "**A-1**", which is attached hereto and incorporated by reference herein.
3. Section 2, entitled " Compensation " is amended to add Exhibit "**B-1**", which is 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 Exhibit "**B-1**" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "**A-1**" shall be **\$28,380.00**.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **March 6, 2007**, between **Grossmann Design Group** and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

City Engineer as to content

City Manager

City Attorney as to Form

ATTESTED BY:

City Clerk

GROSSMANN DESIGN GROUP



**EXHIBIT A-1
(SCOPE OF CONSULTANT'S DUTIES AND SERVICES)**

1.01 SERVICES DURING CONSTRUCTION

- A. Review Submittals.
- B. Respond to RFIs.
- C. Review the quality of the executed construction work; 6 reviews.
- D. Prepare a punch-list when the construction work is substantially complete.
- E. Prepare record drawings from red-marked drawings supplied by the general contractor [includes as-builts from contractor's marked-up drawings on mylar w/ wet seal].

**EXHIBIT B-1
 (COMPENSATION)**

ESTIMATED COST FOR SERVICES DURING CONSTRUCTION

Staff	Hours	Rate	Cost
Principal Architect	12	\$160.00	\$1,920
Senior Associate	40	\$135.00	\$5,400
Project Architect	144	\$115.00	\$16,560
CAD Draftsperson	40	\$75.00	\$3,000
Reimbursable Expense [mylar as-builts]			\$1,500
NOT-TO-EXCEED FEE	236		\$28,380

Notes:

1. 6 field reviews are included in the not-to-exceed fee.
2. It has been assumed that there will be many RFIs and the estimated costs include hours required to respond to RFIs.

BILLING RATES

Position	Billing Rate per Hour
Principal Architect/Engineer	\$160.00
Associate Architect/Engineer	\$135.00
Project Architect/Engineer	\$115.00
Senior Architect/Engineer	\$105.00
Intermediate Architect/Engineer	\$95.00
Junior Architect/Engineer	\$85.00
CAD Draftsperson	\$75.00