

**AMENDMENT No. 2 TO CONSULTING AGREEMENT BETWEEN THE CITY OF MILPITAS AND SUGIMURA FINNEY & ASSOCIATES**

This Amendment No. 2 of the Consulting Agreement Between the City of Milpitas and Sugimura & Associates, dated February 19, 2002, is entered into this 2nd day of September, 2008, by and between the City of Milpitas, (hereafter referred to as "City") and Sugimura Finney Architects (hereafter referred to as "Consultant"). The City and the Consultant may be referred to collectively herein as the "Parties."

**RECITALS**

**WHEREAS**, the Parties entered into the Consulting Services Agreement Between the City of Milpitas and Sugimura & Associates ("Agreement") on February 19, 2002, for professional services related to the preparation of designs, plans, specifications and estimates for median landscaping and irrigation along the Great Mall parkway, obtaining approvals of proposed improvements from the Santa Clara Valley Transit Authority, construction bid review, and construction observation; and

**WHEREAS**, on November 23, 2003, the Milpitas City Council authorized the amendment of the Agreement to pay for additional services necessitated by the discovery of new site conditions ("Amendment No. 1"); and

**WHEREAS**, the City now wishes to amend the Agreement a second time in this Amendment No. 2 in order to contract for the adjustment of previously prepared plans, specifications and other documents and the preparation of additional documents so as to address subsequent changes to the development plan for the project area, including additional landscaped medians south of Montague Expressway and to incorporate a new, approximately 4,000 lineal-foot recycled water main, and to still provide for bidding and construction support services and other related work; and

**WHEREAS**, Consultant acknowledges that as of the date of the signing of this Amendment No. 2, it has been fully compensated for all work performed thus far under the original Agreement and Amendment No. 1 and that only the additional work set forth in this Amendment No. 2 remains; and

**WHEREAS**, the Parties wish to clearly state the scope of work and terms and conditions of performance of the second set of additional work set forth in this Amendment No. 2.

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 The first sentence of Section 1.1 ("Term of Services") is hereby repealed in its entirety and amended to read as follows:

“1.1. **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2009, the date of completion specified in Exhibit A and its amendments, and Consultant shall complete all the work described in Exhibit A and its amendments prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided in Section 8.”

2. Exhibit A of the Agreement is hereby amended by the addition of a new “Exhibit A-2—Scope of Services for Second Set of Additional Work,” which is attached hereto and incorporated by reference herein.

3. Section 2 (“Compensation”) is hereby amended with the addition of the following new paragraph at the end of the existing text, but before Section 2.1:

“Notwithstanding the foregoing, as agreed to in Amendment No. 2 to this Agreement, City hereby agrees to pay Consultant for the additional work set forth in ‘Exhibit A-2—Scope of Services for Second Set of Additional Work’ for an amount not to exceed \$375,708.00, according to the Schedule of Charges set forth in Exhibit B and its amendments.”

4. Exhibit B of the Agreement, “Schedule of Charges,” is hereby amended by the addition of a new “Exhibit B-2—Schedule of Charges Effective January 2008,” which is attached hereto and incorporated by reference herein.

5. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

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4. 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

CONSULTANT

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Thomas C Williams, City Manager

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Reed C. Grandy, Principal  
Sugimura Finney Architects

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Greg Armendariz  
Public Works Director/City Engineer as to content

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##-#####  
Taxpayer identification

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Mike J. Ogaz, City Attorney as to Form

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Emma Karlen, Finance Director/Risk Manager

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Attested by: Mary Lavelle, City Clerk

**Exhibit A-2—Scope of Services for Second Set of Additional Work**

**EXHIBIT A-2**  
**Scope of Services for Second Set of Additional Work**  
**Tasman Extension – Great Mall Parkway to I-880**  
**(Great Mall Parkway**  
**Median Island Landscape and Irrigation Project)**

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**General Overview**

The scope of services includes developing two Design Concepts and bring project to current level of aesthetic design based on current needs for the area. City will review and approve one updated concept and Sugimura will develop this Final Design Concept, a 50% level PS&E, a 100% level PS&E and Final Construction Plans, Specifications and, a Construction Budget Estimates (PS&E) will be prepared and submitted to the City for Bidding.

**Project Landscape Architect and Project Manager**

The Project Landscape Architect has been designated as Reed Grandy. The Project Manager has been designated as Susan M. Landry, Landscape Architect. Together they are responsible for developing the Design Concepts and 50%, 100% and Final Construction Plans, Specifications and Construction Budget Estimates (PS&E). The PM will maintain effective communication and coordination of proposed improvements with the City and shall provide an updated Project Schedule at each submittal. Changes to the Project Landscape Architect and/or the Project Manager shall be per approval by the City,

**Quality Control/Quality Assurance (QC/QA)**

All Documents relating to this Scope of work shall be prepared with a high level of quality, free of technical and grammatical errors. Consultant shall implement and maintain the following minimum quality control procedures during the preparation of plans, specifications, estimates, calculations and all other documents relating to this project:

1. QC/QA program in effect for the duration of this contract;
2. Design and calculations are independently checked, corrected and back checked;
3. When different disciplines are involved, means to assure that conflicts and misalignments do not exist;
4. QC/QA program shall provide for review and assurance of complete coordination and compatibility between the plans, specifications and estimated quantities (bid schedule);
5. QC/QA program shall include field reviews and review of all pertinent materials to assure compatibility of design with existing facilities;
6. City reviews of these documents shall not be considered part of the QC/QA program, but only intended to be for review of scope and to coordinate with other departments, compatibility;
7. Workable design and constructability of the project is the Consultant's sole responsibility;

**EXHIBIT A-2**  
**Scope of Services for Second Set of Additional Work**  
**Tasman Extension – Great Mall Parkway to I-880**  
**(Great Mall Parkway**  
**Median Island Landscape and Irrigation Project)**

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**TASK 1 - Project Start-up & Conceptual Design Update**

Based on the 2003 Construction Plans, the Consultant shall update the 2003 Construction Budget Estimate to reflect the Project Bidding in Spring of 2009. Based on the new 2008 Project Budget, the Consultant shall prepare 2 design concepts for 1 or 2 Median Islands, attend up to (3) Design Meetings to review the Designs and to receive comments from the City, update the Design based on the comments and then prepare the Final Design Plan. The City will approve this plan and direction shall be given to proceed with Design Development and Construction Plans. Changes to the Design Plan after this approval shall be Additional Services.

**TASK 2 - Design Development Plans Update - 50%**

Consultant shall develop Plans and Specifications to a 50% level of completeness and shall submit the Plans to the City for their review and approval. Plant Material selection shall be modified to reflect the new Design and the Irrigation Design shall conform to all City and South Bay Water Recycling guidelines. Consultant shall develop technical specifications based on the City's Standard Format (Section E) and is to edit the City's standard front-end boilerplate (Sections A, B, C & D). Consultant shall develop a Construction Budget Estimate, which shall be based upon projected Spring 2009 unit costs and shall include appropriate contingencies. Consultant shall prepare for and attend two meetings during this phase.

**TASK 3 - Preparation of Construction Documents - 100%**

Consultant shall prepare Plans and Specifications to a 100% level of completeness and shall submit the Plans to the City for their review and approval. Consultant shall develop technical specifications based on the City's Standard Format (Section E) and is to edit the City's standard front-end boilerplate (Sections A, B, C & D). Consultant shall develop a Construction Budget Estimate, which shall be based upon projected Spring 2009 unit costs and shall include appropriate contingencies. Consultant shall prepare for and attend two meetings during this phase.

**TASK 4 - Preparation of Final Bid Set**

Consultant shall prepare the Final Plans and Specifications and Estimates for Bidding. Consultant shall prepare for and attend one meeting during this phase.

**Project Deliverable**

The project deliverables shall include the following:

- One Set of 24" x 36" plans and three sets of 11" x 17" plans at interim submittal.

**EXHIBIT A-2**  
**Scope of Services for Second Set of Additional Work**  
**Tasman Extension – Great Mall Parkway to I-880**  
**(Great Mall Parkway**  
**Median Island Landscape and Irrigation Project)**

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- One set of Final Plans on reproducible Mylar (24" X 36")
- One electronic copy of plans in AutoCAD 2004
- One hard and electronic copy of the specifications (Word for Windows)
- One hard and electronic copy of the final estimate (Excel for Windows)

**Additional Services Allowance**

The City may further amend this agreement for Additional Services performed at the request of the City. Consultant shall supply to the City a fee for each Additional Service request. Once the City has approved the Additional Service the consultant shall begin work. Billings for the Additional Services and will be billed separately from the base contract.

**Exhibit A-2 (continued)**  
**Scope of Services for Second Set of Additional Work**

2-Sep-08

	Description of Task	Principal Land. Arch.	Proj. Mangr./ Land. Arch.	CAD Tech.	Civil Engineer	Elect. Engineer	Total Hrs.
		\$185	\$135	\$80	\$165	\$150	

**GREAT MALL PARKWAY MEDIAN ISLAND LANDSCAPE AND IRRIGATION**

**A. Project Start-up & Conceptual Design Update**

1.	Project Start-up & Set-up	6	32	6			44
2.	Prepare Project Schedule with Milestones	2	6				8
3.	Research Project Constraints, changes since '04	1	4				5
4.	Update Construction Budget Estimate from Jan-04 to Apr-09 dollars	2	6				8
5.	Plot OLD Design Plans		4	2			6
6.	Mtg No. 1 - Mt. w/ City, Review Previous Designs, Budgets, direction to proceed		4				4
7.	Prepare (2) B/W Design Concepts - show concept for two to three islands	4	40				44
8.	Prepare (2) Budget Estimates, one for each Design Concept (2)	3	12				15
9.	Mtg. No. 2 - Mt. w/ City to review (2) Design Concepts	4	4				8
10.	City Review Period - City Selects (1) Design Concepts		2				2
11.	Mtg No. 3 - Mt. w/ City to receive comments & Finalize Design	4	4				8
12.	Prepare (1) Final B/W Design Plan for (3) Islands	2	24	6			32
13.	Plotting and Submittal to City	1	4	4			9

	Description of Task	Principal	Proj. Mangr./	CAD Tech.	Civil	Elect.	Total Hrs.
		Land. Arch.	Land. Arch.		Engineer	Engineer	
		\$185	\$135	\$80	\$165	\$150	

14.	City Review Period - 2 weeks - Answer Questions		2				2
15.	Mtg No. 4 - Mt. w/ City to review any changes to Design Plan		4				4
16.	Revise Design Plan per City Comments, as needed	1	8				9
17.	Prepare (1) Final B/W & (1) Rendered Design Plan for (3) Islands	1	32	2			35
18.	Plotting and Submittal to City	1	4	4			9
19.	City Approval of Final Design - NTP with Design Development		1				1

<b>Sub-Total Hours - Project Start-up</b>		<b>32</b>	<b>197</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>253</b>
<b>Hourly Rates</b>		<b>\$185</b>	<b>\$135</b>	<b>\$80</b>	<b>\$165</b>	<b>\$150</b>	

<b>Sub-Total - Project Start-up</b>		<b>\$5,828</b>	<b>\$26,595</b>	<b>\$1,920</b>	<b>\$0</b>	<b>\$0</b>	<b>\$34,343</b>
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### B. Design Development Plans Update - 50%

1.	Field Reconnaissance & Update CAD files with new information	1	16	20			37
2.	Add "Gateway" to Design Plans based on City's concept	2	10				12
3.	Update Cover Sht., Sht. Index, General Notes - 3 Shts.	1	4				5
4.	Update Ex. Conditions Plans - 16 Shts.	1	40				41
	Update Plant List - Submit to Arborist for review						
5.	Design Planting Plans - 16 Shts.	4	60				64

	Description of Task	Principal	Proj. Mangr./	CAD Tech.	Civil	Elect.	Total Hrs.
		Land. Arch.	Land. Arch.		Engineer	Engineer	
		\$185	\$135	\$80	\$165	\$150	

6.	Design Irrigation System - 20 Shts.	6	80				86
7.	Design Grading Plans - 16 shts	4	60				64
8.	Civil - Design Drainage Plans - 17 Shts.	2	12		65		79
9.	Electrical - Design Electical Plans - 8 shts	1	40			12	41
10.	Design Layout & Materials Plans - 16 Shts.	2	32				34
11.	Update Construction Details	1	8				9
12.	Update Project Specifications	3	16				19
13.	Update Construction Cost Estimates	1	8				9
14.	Plotting (--- Shts.) and Submittal to City	1	8	8			17
15.	City Review Period - Answer Questions - 2 weeks		4				4
16.	Mtg. W/ City to Review Comments and receive NTP approval	4	4				8

<b>Sub-Total Hours - Design Developments</b>	<b>34</b>	<b>402</b>	<b>28</b>	<b>65</b>	<b>12</b>	<b>464</b>
<b>Hourly Rates</b>	<b>\$185</b>	<b>\$135</b>	<b>\$80</b>	<b>\$165</b>	<b>\$150</b>	

<b>Sub-Totals - Design Developments</b>	<b>\$6,290</b>	<b>\$54,270</b>	<b>\$2,240</b>	<b>\$10,725</b>	<b>\$1,800</b>	<b>\$75,325</b>
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	Description of Task	Principal Land. Arch.  \$185	Proj. Mangr./ Land. Arch.  \$135	CAD Tech.  \$80	Civil Engineer  \$165	Elect. Engineer  \$150	Total Hrs.
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### C. Preparation of Construction Documents - 100%

1.	Finalize Cover Sht., Sht. Index, General Notes - 3 Shts.	1	3				4
2.	Finalize Ex. Conditions Plans - 16 Shts.	2	30	8			40
3.	Finalize Planting Plans - 18 Shts	4	60				64
4.	Finalize Irrigation System - 24 shts	3	80				83
5.	Finalize Grading Plans & Sections- 17 Shts.	4	32				36
6.	Civil - Finalize Drainage Plans -	1	60		90		151
7.	Electrical - Finalize Elect. Plans -	1	40			20	41
8.	Finalize Layout & Materials Plans - 17 Shts.	2	32				34
9.	Finalize Construction Details	2	8				10
10.	Finalize Project Specifications, Pay Items	4	16				20
11.	Finalize Construction Budget Estimate	4	8				12
12.	Plotting and Submittal to City	2	8	8			18
13.	City Review Period - Answer Questions - 2 weeks		2				2
14.	100% Plans to City, VTA for Review - Answer Questions		6				6

Description of Task	Principal Land. Arch. \$185	Proj. Mangr./ Land. Arch. \$135	CAD Tech. \$80	Civil Engineer \$165	Elect. Engineer \$150	Total Hrs.
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15. Mtg. W/ City - receive approval to Prepare Bid Set		4				4
16. Prepare SBWRP Plans for Submittal - City to process submittal	1	16	4			21

<b>Sub-Total Hours - Construction Documents</b>	<b>31</b>	<b>405</b>	<b>20</b>	<b>90</b>	<b>20</b>	<b>456</b>
<b>Hourly Rates</b>	<b>\$185</b>	<b>\$135</b>	<b>\$80</b>	<b>\$165</b>	<b>\$150</b>	

<b>Sub-Total - Project Start-up</b>	<b>\$5,735</b>	<b>\$54,675</b>	<b>\$1,600</b>	<b>\$14,850</b>	<b>\$3,000</b>	<b>\$79,860</b>
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#### D. Preparation of Final Bid Set

1. Finalize Cover Sht., Sht. Index, General Notes - 3 Shts.	1	2				3
2. Finalize Ex. Conditions Plans - 16 Shts.	1	32				33
3. Finalize Grading Plans - 17 Shts.	4	34				38
4. Civil - Finalize Draiange Plans	1	6		32		
5. Elect. - Finalize Electrical Plans	1	3			12	
6. Finalize Layout & Materials Plans - 17 Shts.	2	20				22
7. Finalize Planting Plans - 16 Shts.	2	32				34
8. Finalize Irrigation System - 16 Shts	4	32				36
9. Finalize Construction Details	1	2				3

	Description of Task	Principal Land. Arch.	Proj. Mangr./ Land. Arch.	CAD Tech.	Civil Engineer	Elect. Engineer	Total Hrs.
		\$185	\$135	\$80	\$165	\$150	
10.	Finalize Project Specifications	2	8				10
11.	Finalize Construction Cost Estimates, as needed	1	3				4
12.	Mylar Plotting, Signatures and Submittal to City	4	12	12			28

<b>Sub-Total Hours - Final Bet Set</b>	<b>24</b>	<b>186</b>	<b>12</b>	<b>32</b>	<b>12</b>	<b>222</b>
<b>Hourly Rates</b>	<b>\$185</b>	<b>\$135</b>	<b>\$80</b>	<b>\$165</b>	<b>\$150</b>	

<b>Sub-Total - Final Bet Set</b>	<b>\$4,440</b>	<b>\$25,110</b>	<b>\$960</b>	<b>\$5,280</b>	<b>\$1,800</b>	<b>\$37,590</b>
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<b>Total Hrs.</b>	<b>121</b>	<b>1190</b>	<b>84</b>	<b>187</b>	<b>44</b>	
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<b>Billing Rates</b>	<b>\$185</b>	<b>\$135</b>	<b>\$80</b>	<b>\$165</b>	<b>\$150</b>	
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<b>GMP Landscaping - Total Project Fee</b>	<b>\$22,293</b>	<b>\$160,650</b>	<b>\$6,720</b>	<b>\$30,855</b>	<b>\$6,600</b>	<b>\$227,118</b>
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	Description of Task	Principal Engineer/ PM	Senior Engineer	Design Engineer	Project Surveyor	Survey Crew	Total Hours
		\$290	\$130	\$105	\$130	\$270	

Description of Task	Principal Land. Arch.	Proj. Mangr./ Land. Arch.	CAD Tech.	Civil Engineer	Elect. Engineer	Total Hrs.
	\$185	\$135	\$80	\$165	\$150	

## GREAT MALL PARKWAY - RECYCLED WATER LINE

### Civil Engineer - Mark Thomas Company

1. Project Start-up & Set-up	1					1
2. Data Collections / Topographic Survey	20	20	0	24	40	64
3. Reclaimed Water Line Design	20	100	220	0	0	320
4. Construction Documents	60	160	300	40	0	542
5. Project Management	25	10	6	0	0	134

<b>Total Hrs.</b>	<b>126</b>	<b>290</b>	<b>526</b>	<b>64</b>	<b>40</b>	<b>1061</b>
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<b>Billing Rates</b>	<b>\$290</b>	<b>\$130</b>	<b>\$105</b>	<b>\$130</b>	<b>\$270</b>	
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<b>GMP Recycled Water Line- Total Project Fee</b>	<b>\$36,540</b>	<b>\$37,700</b>	<b>\$55,230</b>	<b>\$8,320</b>	<b>\$10,800</b>	<b>\$148,590</b>
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<b>GRAND TOTAL</b>						<b>\$375,708</b>
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**Exhibit B-2—Schedule of Charges Effective January 2008**

**SCHEDULE OF CHARGES**  
Effective January 2008

PERSONNEL CHARGES

Senior Principal	\$ 200.00
Principal	\$ 185.00
Project Manager	\$ 145.00
Landscape Architect	\$ 135.00
Designer/Architect	\$ 135.00
Job Captain	\$ 95.00
Drafter	\$ 80.00
Administration Assistants	\$ 55.00

Charges for outside consultants on additional services (i.e., Structural, Electrical or Mechanical Engineers, etc.) are billed at cost plus 10%.

REIMBURSABLE CHARGES: Computed at cost plus 10%.

Special Printing / Reproduction / CAD Plots / Shipping Charges  
Attorneys Fees / Special Fees / Permits / Additional Insurance / etc.  
Long Distance telephone calls / Telegrams / Special Delivery  
Travel Costs: Air, Auto Rental, Lodging, Meals, etc.  
Auto Travel mileage will be charged at \$0.40 per mile.

**EXPERT WITNESS TESTIMONY** is charged at a minimum of 8 hours at \$300.00 per hour.

2155 So. Bascom Ave., Suite 200  
Campbell, CA 95008  
408 / 879-0600 Fax 408 / 377-8066

E-mail: SAA@sugimura.com  
Website: www.sugimura.com

In the absence of specific arrangements to the contrary, monthly statements will be submitted for work done in the previous month. Payments shall be made promptly. Unpaid accounts exceeding 30 days after the original invoice date without prior approval will be charged 1.5% per month late payment SERVICE CHARGE.

Note: Rates subject to change annually in January.

*Principals*  
Gene M. Sugimura, AIA  
Mark C. Finney, AIA  
Reed C. Grandy, ASIC  
Christopher B. Clancy, AIA

*Associate*  
Donald Barry

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
8/8/09

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b> Sugimura Finney Architects, Inc. 2155 So. Bascom Suite 200 Campbell, CA 95008	<b>INSURERS AFFORDING COVERAGE</b>
	INSURER A: <b>American Automobile Ins. Co.</b>
	INSURER B: <b>Hudson Insurance Company</b>
	INSURER C:
	INSURER D:
	INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<b>AZC80747786</b>	<b>04/10/08</b>	<b>04/10/09</b>	EACH OCCURRENCE <b>\$1,000,000</b> FIRE DAMAGE (Any one fire) <b>\$1,000,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b>
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<b>AZC80747786</b>	<b>04/10/08</b>	<b>04/10/09</b>	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) <b>\$1,000,000</b> BODILY INJURY (Per accident) <b>\$1,000,000</b> PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>WZP80954348</b>	<b>09/01/07</b>	<b>09/01/08</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>B</b>	<b>OTHER Professional Liability</b>	<b>AEE7213900</b>	<b>01/22/08</b>	<b>01/22/09</b>	<b>\$1,000,000 per claim</b> <b>\$2,000,000 annl aggr.</b>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**General Liability policy excludes claims arising out of the performance of professional services.**  
**All Operations of the Named Insured.**

<b>CERTIFICATE HOLDER</b> City of Milpitas Attn: City Clerk 455 East Calaveras Blvd. Milpitas, CA 95035	<b>ADDITIONAL INSURED; INSURER LETTER:</b> _____ <b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>BE RESPONSIBLE</del> TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. <del>NOT TO BE CANCELLED</del> AUTHORIZED REPRESENTATIVE 
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City of Milpitas, California

**BUDGET CHANGE FORM**

Type of Change	From		To	
	Account	Amount	Account	Amount
<b>Check one:</b> <input checked="" type="checkbox"/> Budget Appropriation <input type="checkbox"/> Budget Transfer	311-9514133153844 406-2970	\$260,000 \$260,000	311-951413324800 406-3939	\$260,000 \$260,000

**Explain the reason for the budget change:**

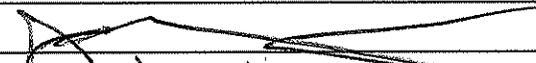
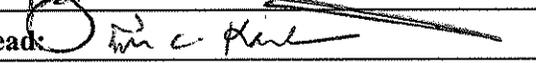
On February 19, 2002, the City Council awarded a consultant contract to Sugimura & Associates, now Sugimura Finney Architects, in the amount of \$71,900 for design services for Great Mall Median Landscape and Irrigation Improvements, from I-880 to south of the City limits.

The contract with Sugimura Finney was amended on November 4, 2003, in the amount of \$25,000 to address poor soils and drainage problems in the medians. The previously prepared plans and specifications now require some adjustments and completion, to ready them for advertising and bidding. This will include some additional areas of landscaping of medians south of Montague Expressway and incorporate approximately 4000 lineal feet of a new recycle water main. This new recycled water main will serve both the new median landscaping and the development projects of the Transit Area Specific Plan (TASP.)

Staff recommends the approval of a new agreement amendment No. 2 to the agreement with Sugimura Finney Architects to include additional areas of landscaping with recycle water main connections, and to complete and update the plans for bidding. Staff has negotiated a scope of work and fee not to exceed \$375,708, which is considered reasonable.

Approve a budget appropriation of \$260,000 from the Recycle Water Fund to Project 4133 for additional areas of landscaping with recycle water main connections

Check if City Council Approval required. Meeting Date: September 2, 2008

Itemization of funds, if needed:		Amount
Requested by:	Division Head: 	Date: 8/26/08
	Department Head: 	Date: 8/26/08
Reviewed by:	Finance Director:	Date:
Approved by:	City Manager:	Date:
Date approved by City Council, if required:		Confirmed by: