

**AMENDMENT No. 2 TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 21st day of October 2008, by and between the City of Milpitas and the Milpitas Redevelopment Agency, a municipal corporation of the State of California (hereafter referred to as "CITY") and Critical Solutions, Inc. (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional construction management and technical services for the Midtown East Parking Garage, Milpitas Public Library, and other Midtown Development Projects on January 30, 2009 with a total compensation not to exceed \$2,100,000, and;

WHEREAS, the parties now desire to amend the Agreement to allow the CONSULTANT to provide professional construction support services the Senior Center Remodel Project No. 8176, on a part-time basis as outlined in Exhibit "A-3".

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 The first sentence in Section 1.1, entitled "Term of Services" is repealed in its entirety and amended to read as follows:

The term of this Agreement shall begin on the date first noted above and shall end on April 1, 2010, and Consultant shall complete the work described in Exhibit A and its amendments by that date, unless the term of the Agreement is otherwise terminated or extended, as provide for in Section 8.

2. Section 1, entitled "Services" is amended by adding Exhibits "**A-3**", which are attached hereto and incorporated by reference herein.
3. Section 2, entitled " Compensation " is amended to add Exhibit "**B-3**", 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 "**A-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 **\$164,876.00**.

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/RDA

CONSULTANT
CRITICAL SOLUTIONS, INC.

As to Content:

Steve Erickson
Capital Improvement Manager

Ronald Johnson
Principal/Vice President

Thomas C. Williams
City Manager/Executive Director

Approved as to Form:

Michael J. Ogaz
City Attorney/Agency Counsel

Attested By:

Mary Lavelle
City Clerk/Agency Secretary

Exhibit B
Compensation

CONSULTANT shall, during the term of this AGREEMENT, invoice CITY every four weeks for services performed under this AGREEMENT during the previous four-week period. Providing the services covered by the invoice have been completed in accordance with the provisions of this AGREEMENT, CITY shall pay CONSULTANT the amount shown on the invoice within thirty (30) days of receipt of the invoice.

The monthly invoice shall describe the topics and tasks completed during by consultant and subconsultants. The invoice shall list the hours expended with personnel charge rates, and reimbursable expenses. A budget summary shall be included on the front page of the invoice and shall show the total budget amount, total amount billed to date, and the budget balance. A spreadsheet (attached) shall be used to record the monthly invoices and shall be attached to each invoice.

Services preformed under Exhibit A-2 shall be invoiced separately to the attention of: Special Projects, 455 E. Calaveras Blvd., Milpitas CA 95035.

CONSULTANT:
CONTRACT DATE:
CONTACT PERSON:

PROJECT NAME:
PROJECT NO:
ACCOUNT NO:

PO NO:

INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	INVOICE TO DATE	AUTHORIZED		CONTRACT AND AMENDMENT			RETENTION		BALANCE REMAINING
				PAYMENT AMOUNT	PAID TO DATE	ACTION	DATE	AMOUNT	THIS INVOICE	TOTAL TO DATE	
						Agreement					