

**AMENDMENT No. 3 TO AGREEMENT  
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 21<sup>st</sup> 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 Brian Kangas Foulk Engineers (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties entered into an Agreement for professional design services on April 5, 2005, for the Midtown North Main Street Improvements (Project No. 8165) with a total compensation for Basic Services, Additional Services, Reimbursable Services, and Contingency not to exceed \$773,371.00 on April 5, 2005.

WHEREAS, the parties entered into an Agreement amendment number 1 for professional design services on April 17th, 2007, to allow the CONSULTANT to provide additional professional services as outlined in Exhibit "A-1", construction support, field surveying, compile record drawings and other design services for the phase I Improvements.

WHEREAS, the parties entered into an Agreement to allow the CONSULTANT to provide additional professional services as outlined in Exhibit "A-2", construction support, field surveying, compile record drawings and other design services for the phase II Improvements.

WHEREAS, the parties now desire to amend the Agreement to allow the CONSULTANT to provide additional professional services as outlined in Exhibit "A-3", Design Service for drafting, surveying services, and attending design review meetings to coordinate present and future improvements at the project interfaces.

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

1. Section 1, entitled "Services" is amended by adding Exhibits "**A-3**", which are attached hereto and incorporated by reference herein.
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 "**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 **\$14,801.00**.

3. All other provisions of the Agreement shall remain in full force and effect. This Amendment is executed as of the date written above.

Project Name: Midtown North Main Street Improvements

APPROVED BY:

CITY OF MILPITAS/RDA

CONSULTANT  
BKF ENGINEERS

As to Content:

-----  
Steve Erickson  
Capital Improvement Manager

-----  
Natalina Bernardi  
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 A-3  
Scope of Services**

**Midtown North Main Street Improvements Project  
Construction Administration Services**

Construction Support Services:

Task 1.1 – Attend Design Meetings

BKF will attend the design meetings for the duration of the project.

Task 1.3 – Respond to Request for Information

Our scope will include the review and response to contractor requests of information (RFI). This task has assumes 25 RFI's will be issued to BKF.

Task 1.5 – Perform Site Visits

We will be available to visit the site during the design phase.

Task 1.7 –Drawings

BKF will prepare and submit working details and drawings to the City.



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 performed under Exhibit A-3 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					