

**AMENDMENT NO. 4 TO AGREEMENT  
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 21<sup>th</sup> day of April 2009, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Noll and Tam Architects (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties entered into an Agreement for professional design services for Milpitas Senior Center Project, (Project No. 8176), on August 1, 2006; and

WHEREAS, the parties executed an amendment to the Agreement for professional services for Milpitas Senior Center, Project No. 8176, on December 19, 2006: and

WHEREAS, the parties executed an amendment to the Agreement for additional planning and design services relating to the design of a new wing to expand the size of the existing building, for Milpitas Senior Center, Project No. 8176, on June 19, 2007: and

WHEREAS, the parties executed an amendment to the Agreement for construction administration services of the Milpitas Senior Center, Project No. 8176, on November 18, 2008: and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide for Consultant attendance at additional project meetings for the Milpitas Senior Center, Project 8176.

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 31, 2011**.

2. Section 1, entitled "Services" is amended by adding Exhibit "A-4", which is attached hereto and incorporated by reference herein.

3. Section 2, entitled " Compensation " is amended to add Exhibit "B-4", 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-4" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "A-4" shall be **\$33,190.00**.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **August 1, 2006**, between **Noll and Tam Architects** 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 on Page 1.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT



\_\_\_\_\_  
Public Works Director/City Engineer  
Greg Armendariz

\_\_\_\_\_  
Consultant  
Noll & Tam Architects

\_\_\_\_\_  
City Manager/Executive Director  
Thomas C. Williams

\_\_\_\_\_  
City Attorney/Agency Counsel  
Michael J. Ogaz

ATTESTED BY:

\_\_\_\_\_  
City Clerk/Agency Secretary  
Mary Lavelle

**EXHIBIT A-4**  
**Scope of Work**  
**Addendum 4**  
**Noll & Tam Architects**  
**Milpitas Senior Center**  
**Project No. 8176**

1. Attend (2) Contractor Pre-qualification meetings and assist City staff with specification for pre-qualification submittal.
2. Attend one additional Contractor pre-bid meeting.
3. Attend 25 construction meetings in addition to the 40 meetings provided for in Addendum 3.

**EXHIBIT B-4**  
**Compensation**  
**Addendum 4**  
**Noll & Tam Architects**  
**Milpitas Senior Center**  
**Project No. 8176**

<b>Description</b>	<b>Hours</b>	<b>Rate</b>	<b>Subtotal</b>
Contractor pre-qualification meeting	16	135	\$2,160
Contractor pre-bid meeting	3	110	\$330
6 construction meetings (Principal) (4 hours per meeting)	24	175	\$4,200
25 construction meetings (Project Architect) (8 hours per meeting)	200	125	\$25,000
Reimbursables			\$1,500
<b>Total</b>			<b>\$33,190</b>

Note: Construction meetings are as described in Agreement Amendment No. 3.