

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

This Amendment is entered into this 3rd day of August 2010, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Bellinger Foster Steinmetz Landscape Architecture (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional design services for the Alviso Adobe Renovation, Site Work, (Project No. 5055), on December 1, 2009; and

WHEREAS, the parties entered into an Agreement Amendment number 1 to design on site parking and associated changes for parking the public within the site for the Alviso Adobe, Project 5055 on April 1, 2010, to allow the CONSULTANT to provide additional professional services as outlined in Exhibit "A-1", for an amount not to exceed \$19,500.

WHEREAS, the parties desire to amend the Agreement to perform additional hazardous materials evaluations to include surveys for lead paint, asbestos, and pesticides, and the development of a remediation plan for incorporation into the project plans and specifications for the Alviso Adobe, Project 5055.

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 **February 28, 2012**.

2. Section 1, entitled "Services" is amended by adding Exhibit "**A-2**", which is attached hereto and incorporated by reference herein.
3. Section 2, entitled "Compensation" is amended to add Exhibit "**B-2**", 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-2**" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "**A-2**" shall be **\$20,000.00**.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement

dated **December 1, 2009**, between Bellinger Foster Steinmetz 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

Greg Armendariz
Public Works Director/City Engineer

Consultant
Bellinger Foster Steinmetz
Landscape Architecture

Thomas C. Williams, City Manager

Michael J. Ogaz, City Attorney

ATTESTED BY:

Mary Lavelle, City Clerk

EXHIBIT A-2
Scope of Work
Addendum 2
Bellinger Foster Steinmetz
Alviso Adobe Renovation Site Improvements
Project No. 5055

8.0 Hazardous Materials & Environmental Evaluation

8.1 Hazardous materials Inspection and Testing

- Inspections, sampling, and analytical testing shall be conducted in accordance with all: Federal, State, Local regulations, standards and guidelines.
- Inspect all area of the buildings to be renovated for the presence of asbestos, lead coatings, fluorescent tubes, PCB ballasts, pesticides and building maintenances chemicals.
- Sample suspected areas and test for asbestos, lead coatings, pesticides and building maintenances chemicals. A suitable number of samples will be obtained to accurately characterize the limits and concentrations of each material.
- Conduct perimeter soil sampling and determine the presence or absence of lead, heavy metals, pesticides, herbicides, hydrocarbons.
- Sample the site at various locations in order to characterize the site soil for potential reuse onsite or off haul. Conduct CAM 17 Metals, Total chromium and hexavalent chromium, VOC's, pesticides, herbicides.
- Provide a summary report of the findings along with disposal or reuse onsite recommendations including all analytical test results bound with an appendices.

8.2 Specifications and Hazardous Materials Handling Plan

- Develop technical specifications and drawings for competitive bidding of Public Works for remediation of all hazardous materials found based on testing from section 8.1. Extreme caution shall be taken to protect the historic fabric of the buildings and the possibility of finding Native American remains buried onsite.

8.3 Bid Support

- Respond to all RFI's and bidder requests relating to the hazardous materials and environmental evaluations portion of the project during the bidding phase of the project.
- Issue addendums related to RFI's and bidder requests relating to the hazardous materials and environmental evaluations portion of the project during the bidding phase of the project.

- Prepare documents necessary for the mandatory pre bid walks (two)

8.4 Clearance Inspection and Testing

- Perform inspections to ensure remediation was conducted in conformance with the contract documents and all Local, State, Federal requirements and materials were removed.
- Perform clearance testing prior to the start of the next phase of work or to covering abated materials
- Issue a certificate of clearance.

9.0 Additional Services

- 9.1 The City will provide written direction and authorization prior to beginning any additional services.

EXHIBIT B-2
Compensation
Addendum 2
Bellinger Foster Steinmetz
Alviso Adobe Renovation Site Improvements
Project No. 5055

Description			Subtotal
8.1 Hazardous materials Inspection and Testing			\$2,300
8.2 Specifications and Hazardous Materials Handling Plan			\$500
8.3 Bid Support			\$300
8.4 Clearance Inspection and Testing			\$800
9.0 Additional Services			\$16,100
Total			\$20,000