

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

This Amendment is entered into this 1st day of February 2011, 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; and

WHEREAS, the parties entered into an Agreement Amendment Number 2 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, on August 3, 2010, to allow the CONSULTANT to provide additional professional services as outlined in Exhibit "A-2", for an amount not-to-exceed \$20,000; and

WHEREAS, the parties desire to amend the Agreement to perform additional design services to reconstruct the existing three outbuildings at the Alviso Adobe 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 **July 31, 2012**.

2. Section 1, entitled "Services" is amended by adding Exhibit "**A-3**", which is 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 Exhibit "A-3" shall be **\$53,500.00**.

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-3
Scope of Work
Addendum 3
Bellinger Foster Steinmetz
Alviso Adobe Renovation Site Improvements
Project No. 5055

Revise task sections of the agreement as follows:

1.8 Consultant shall develop final concept plan graphic and preliminary cost plan for the park within the City's Not to Exceed construction budget of \$2.45 million.

1.11 CONSULTANT shall with the CITY'S input develop a project schedule for the Design and Construction phases of the Project. The CITY wishes to put the project out to bid for construction in Summer 2011. CONSULTANT shall not be responsible for any delays caused by the CITY.

9.0 Additional Services

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

10.0 Reconstruct Outbuildings

10.2.1 Building Reconstruction

Provide design and management services to reconstruct rather than rehabilitate the three Alviso Adobe outbuildings.

10.2.3 Site Structural

Obtain structural design and calculations for entry gate support pilaster footings, entry monument footings, and secondary fire truck entry gate footings (At the time of our site proposal we assumed needing structural engineering support for outbuildings only). Incorporate structural design/calculations into construction documents.

10.2.4 Miscellaneous Site Features

Redesign automated entry gate to work with on-site parking requirements. Design changed from a single leaf sliding gate to a triple stacked sliding gate.

Design metal plaque unique to Alviso Adobe to be used for project dedication plaque and historic plaque for entry gate pilaster.

10.2.5 Hazmat Research/Coordination

Obtain three hazmat proposals for inspection, testing and

reporting on potentially required remediation for the Alviso Adobe outbuildings.

10.2.6 Project Coordination

Additional coordination time required due to extended design period.

EXHIBIT B-3
Compensation
Addendum 3
Bellinger Foster Steinmetz
Alviso Adobe Renovation Site Improvements
Project No. 5055

Description			Subtotal
9.0 Additional Services			\$ 1,128
10.2.1 <i>Building Reconstruction</i>			\$38,045
10.2.3 <i>Site Structural</i>			\$ 4,277
10.2.4 <i>Miscellaneous Site Features</i>			\$ 6,450
10.2.5 <i>Hazmat Research/Coordination</i>			\$ 1,200
10.2.6 <i>Project Coordination</i>			\$ 2,400
Total			\$53,500