

**AMENDMENT No. 1 TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF MILPITAS AND
BFGC ARCHITECTS PLANNERS, INC**

This Amendment is entered into this 7th day of January, 2014, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and BFGC Architects Planners, Inc., a California corporation DBA "IBI Group Architecture Planning" (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an agreement on September 3, 2013 entitled "Consulting Services Agreement between the City of Milpitas and BFGC Architects Planners, Inc." ("Agreement") for professional design services for Milpitas Sports Center Facility Improvements (Project No. 3408); and

WHEREAS, the parties desire to amend the Agreement to increase the compensation and scope of work to allow CONSULTANT to provide additional design services for the Milpitas Sports Center Facility Improvements project;

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" of the Agreement is amended to add the scope of services set forth in Exhibit "A-1", which is attached hereto and incorporated by reference herein.
2. Section 2, entitled "Compensation" of the Agreement is amended in its entirety to read as follows:

"COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed One Hundred Three Thousand Six Hundred Sixty-Five dollars (\$103,665.00) based on time and materials for all services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and

benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B and Exhibit B-1. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.”

3. The Agreement is amended to include Exhibit "**B-1**", which is attached hereto and incorporated by reference herein.
4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **September 3, 2013**, between **BFGC Architects Planners, Inc.** 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

Thomas C. Williams, City Manager

Consultant Name and Title

Jeff Moneda, Public Works Director/
City Engineer as to work specifics

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

**Exhibit A-1
Milpitas Sports Center
Locker Room Renovation
Additional Scope of Services**

With the expanded scope of work for the locker room renovation project moving from a renovation and repairs to the shower areas of the locker rooms, to a project completely reconstructing both the men's and women's locker rooms including showers, lockers, and restroom areas additional design and construction support services are necessary.

Therefore, additional work scope and resources in the following tasks set forth below are included in this Amendment No. 1 to reflect the changes that were outlined in Concept 3, which was approved by the City Council on November 5, 2013. The Scope of Services is amended to include all required design and services as part of the tasks below for Concept 3. Upon completion of each task described below, the additional amount outlined for each task in Exhibit B-1 "Compensation" will be paid to the CONSULTANT in accordance with the Agreement; provided Task 4, Quality Control and Quality Assurance will be paid as a percentage complete, for the entire project.

- Task 3 - Final Design
- Task 4 - Quality Control and Quality Assurance
- Task 5 - Bidding Support
- Task 6 - Construction Administration Support
- Task 7 - Record Documents and Project Closeout

**Exhibit B-1
"Compensation"
Milpitas Sports Center
Locker Room Renovation**

	Additional Fee
Task 3 - Final Design	\$24,325
Task 4 - Quality Control/Quality Assurance	\$ 3,805
Task 5 - Bidding Support	\$ 3,860
Task 6 - Construction Administration Support	\$ 8,175
Task 7 - Record Documents	<u>\$ 1,500</u>
Total (not-to-exceed)	\$41,665

