

**AMENDMENT No. 1 TO AGREEMENT  
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 16th day of June, 2015, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Biggs Cardosa Associates Inc., a California Corporation (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties entered into an agreement on December 3, 2014 for professional design services for the conversion of existing manual fire doors to electric systems in the amount of Seventeen Thousand Dollars (\$17,000.00) ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional design and testing services for the installation of a new electric sub panel and circuits as required for the new door motors and a future electric vehicle charging station within the parking garage, and for bidding and construction support services.

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

1. Section 1.1, entitled "Term of Services" of the Agreement is amended in its entirety to read as follows:

**“Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 17, 2016, the date of completion specified in Exhibit A and Exhibit A-1, and Consultant shall complete all the work described in Exhibit A and Exhibit A-1 prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as provided for in Section 8.”

2. Section 2, entitled "Compensation" of the Agreement is amended in its entirety:

**“COMPENSATION.** City hereby agrees to pay Consultant an amount not to exceed Twenty-Three Thousand Nine Hundred Dollars (\$23,900.00) 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. Exhibit A, entitled "Scope of Services" of the Agreement is amended to include the additional Scope of Services set forth in the attached Exhibit A-1, incorporated fully herein by reference.
4. Exhibit B, entitled "Compensation Schedule" of the Agreement is amended to include the additional compensation set forth in the attached Exhibit B-1, incorporated fully herein by reference.
5. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **December 3, 2014**, between **Biggs Cardosa Associates, 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.

6. 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

\_\_\_\_\_  
Biggs Cardoso Associates, Inc.

\_\_\_\_\_  
Steven Machida, Director of Engineering/  
City Engineer as to work specifics

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

## Exhibit A-1

Consultant shall provide additional engineering services on the subject project as further described herein. The additional services are for taking 30 day load readings at the existing electrical panel to determine if enough electrical capacity is available for the new door motors, providing new electrical circuits to accommodate the roll-up door motors and the future electric vehicle charging station, and to provide construction support services for the entire project. The following is the additional scope of services.

### **Task 2 Preliminary Design:**

- Perform site visit to review existing conditions.
- Install electrical panel load recording equipment, test and monitor equipment for a period of 30 days.

#### **Deliverables:**

- Provide a 30 day electrical load panel readings.
- Provide a report and chart of the readings and recommendations.

### **Task 3 Final Design**

- Include new electric sub panel design for the roll-up door motors as well as required breakers and conduit and wire sizes for the future EV charging stations in the mechanical and electrical drawings and specifications in the 95% and 100% complete submittals.

#### **Deliverables:**

- Mechanical and Electrical design drawings and construction Specifications for the installation of the new electrical sub panel with breakers for the roll-up door motors and the EV breakers. Drawings will include the design for the required conduit and wire runs.

### **Task 4 Construction Support**

As requested by the City, Consultant will perform the following:

- Review submittals required by Specifications supplied through and checked by the General Contractor, for general compliance with the intent and requirements of the structural portion of the Contract Documents.
- Review and respond to contractor's requests for information.
- Perform site visit during construction (1 maximum).
- Provide Record Drawings based on contractor's redmarked As-Built drawings at the end of construction.

#### **Deliverables:**

- As requested by the City, provide responses to Contractor shop drawings and submittals, and requests for information.
- Provide one site visit during construction.
- Provide final hard copy record drawing set based upon the Contractors as-built drawings at the conclusion of construction.

### **Assumptions**

- Load reading is limited to one panel.
- Access to the panel will be provided.
- The City of Milpitas will provide requirements for the future EV charge stations.
- Construction submittals and RFIs will be limited to three maximum each.

**Exclusions**

Exclusions as set forth the original Agreement dated December 3, 2014 remain applicable.

**Exhibit B-1**  
**Fee**

The following fee schedule shall apply to the additional Scope of Services in Exhibit A-1:

Phase		Fee
Task 2	Preliminary Design	\$ 2,200.00
Task 3	Final Design	\$ 2,700.00
Task 4	Construction Support	\$ 2,000.00
<b>Total Not to Exceed</b>		<b>\$ 6,900.00</b>