



AMENDMENT NO. 6 TO THE AGREEMENT
WITH
ACCO ENGINEERED SYSTEMS, INC.
FOR
MAINTENANCE AND REPAIR OF CITY HALL HVAC SYSTEM & RELATED
SERVICES

This Amendment is entered into this 4th day of August 2015, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **ACCO Engineered Systems, Inc.**, a California Corporation (hereafter referred to as "VENDOR").

RECITALS

WHEREAS, VENDOR was the lowest responsible bidder for the original installation of the HVAC system when City Hall was built; and

WHEREAS, due to the customized and proprietary nature of the software used in the HVAC control system, on February 17, 2009 the City Council adopted Resolution 7838 approving VENDOR as the "Sole Source" maintenance provider pursuant to Municipal Code Section I-2-3.09 "Sole Source Procurement", for a period of five years which expires on February 17, 2014; and

WHEREAS, on June 15, 2010, City Council approved a three year agreement for maintenance and repair of the City Hall HVAC system with VENDOR for the annual not-to-exceed amount of \$61,236.80 for a total contract not-to-exceed amount of \$183,710.40 for the period of July 1, 2010 to June 30, 2013 ("Agreement"); and

WHEREAS, the parties entered into Amendment No. 1 to the Agreement on August 31, 2011 to correct a typographical error at no cost to the City; and

WHEREAS, the parties entered into Amendment No. 2 to the Agreement on June 18, 2013 to extend the Agreement for eight months expiring on February 17, 2014, to coincide with the end of the Sole Source designation and increased compensation by Twenty-One Thousand One Hundred Forty-Four Dollars (\$21,144.00) for a total contract not-to-exceed amount of Two Hundred Four Thousand Eight Hundred Fifty-Four Dollars Forty Cents (\$204,854.40); and

WHEREAS, the parties entered into Amendment No. 3 to the Agreement on February 18, 2014, to extend the term of the Agreement to June 30, 2014 and increased compensation by Thirty-four Thousand Dollars (\$34,000.00) for a total contract not-to-exceed amount of Two Hundred Thirty-Eight Thousand Eight Hundred Fifty-Four Dollars and Forty Cents (\$238,854.40); and

WHEREAS, the parties entered into Amendment No. 4 to the Agreement on May 8, 2014, to extend the term of the Agreement to June 30, 2015 and to revise the Scope of Work and increased the compensation by Seventy-Two Thousand Nine Hundred

Sixty Dollars (\$72,960.00) for a total contract not-to-exceed amount of Three Hundred and Eleven Thousand Eight Hundred Fourteen Dollars and Forty Cents (\$311,814.40); and

WHEREAS, the parties entered into Amendment No. 5 to the Agreement on June 8, 2015, to extend the term of the Agreement to September 30, 2015 and to increase the compensation by Twenty Thousand Dollars (\$20,000.00) for a total contract not-to-exceed amount of Three Hundred Thirty-One Thousand Eight Hundred Fourteen Dollars and Forty Cents (\$331,814.40); and

WHEREAS, the parties now desire to increase the total compensation to the CONTRACTOR by One hundred Thirteen Thousand Seven Hundred and Sixty-Eight Dollars and One Cent (\$113,768.01) for a emergency repairs at City Hall not covered by the contract for a total contract not-to-exceed amount of Four Hundred Forty-Five Thousand Five Hundred and Eighty-Two Dollars and Forty-One Cents (\$445,582.41).

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

1. Section 3 entitled "Payment Limit" of the Agreement is amended to read as follows:

"The City's total payments to Contractor under this contract shall not exceed: \$445,582.41."

2. Section 5 Entitled "City's Obligation" of the Agreement is amended to read as follows:

"City shall pay Contractor as follows: not-to-exceed \$445,582.41 as total payment for all services rendered."

3. All other provisions of the amended Agreement not modified by this Amendment No. 6 shall remain in full force and effect.

This Amendment is executed as of the date first on page one.

APPROVED BY:

CITY OF MILPITAS

Thomas C. Williams, City Manager

APPROVED AS TO FORM:

City Attorney

ACCO ENGINEERED SYSTEM

Name of Authorized Representative

Title of Authorized Representative

APPROVED AS TO CONTENT:

Roger Robledo, City Project Manager