

**AMENDMENT TO CONSULTANT SERVICES SERVICE AGREEMENT BETWEEN  
CITY OF SUNNYVALE AND CODY ANDERSON WASNEY ARCHITECTS INC. FOR  
DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE  
COMMUNITY CENTER INFRASTRUCTURE PROJECT**

This Amendment to Consultant Services Agreement, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and CODY ANDERSON WASNEY INC., a California corporation ("CONSULTANT").

WHEREAS, on May 28, 2014, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would perform professional services necessary for investigation, analysis, design, environmental services, preparation of construction drawings and contract specifications, consultation, and other services for a project known as the Community Center Infrastructure Project Phase II; and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

4. Payment of Fees and Expenses. Replace Section 4 with the following:

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule" and in accordance with the additional compensation added by this amendment for construction support services. Compensation will not be due until a detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables.

Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase, and shall include services as identified in Exhibit "A" in the amount of Six Hundred Fifty Seven Thousand Seven Hundred Eighty Eight and No/100 Dollars (\$657,788.00) for the duration of the contract, as well as optional services related to the provision of solar power in an amount not to exceed Twenty Eight Thousand One Hundred Ninety Five and No/100 Dollars (\$28,195.00) for the duration of the contract. Compensation shall also include Fifty Eight Thousand Seven Hundred Eighty Seven and No/100 Dollars (\$58,787.00) for additional construction support services added pursuant to this amendment.

In no event shall the total amount of compensation payable under this agreement exceed the sum of Seven Hundred Forty Four Thousand Seven Hundred Seventy and No/100 Dollars (\$744,770.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

BIGGS CARDOSA ASSOCIATES, INC.  
("CONSULTANT")

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title