

**FIFTH AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND BIGGS CARDOSA ASSOCIATES, INC. FOR
FAIR OAKS OVERHEAD BRIDGE REHABILITATION ENGINEERING, DESIGN
AND ENVIRONMENTAL SERVICES**

This Fifth Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and BIGGS CARDOSA ASSOCIATES, INC. ("CONSULTANT").

WHEREAS, on September 13, 2012, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Fair Oaks Overhead Bridge Rehabilitation Engineering Design and Environmental Services; and

WHEREAS, on June 28, 2016, CITY and CONSULTANT entered into an Amendment to extend the term from the date of execution through September 30, 2017, unless otherwise terminated; and

WHEREAS, on September 18, 2017, CITY and CONSULTANT entered into a Second Amendment to extend the term from the date of execution through September 30, 2018, unless otherwise terminated; and

WHEREAS, on September 25, 2018, CITY and CONSULTANT entered into a Third Amendment to extend the term from the date of execution through September 30, 2019, unless otherwise terminated; and

WHEREAS, on October 2, 2019, CITY and CONSULTANT entered into a Fourth Amendment to extend the term from the date of execution through September 30, 2020, unless otherwise terminated; and

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

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

4. Allowable Costs and Payments

[Replace the third paragraph in this section with the following:]

Compensation shall not exceed the amounts set forth in Exhibit "B" and Exhibit "B-2" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Million Six Hundred Twenty Six Seventy Five and No/100 Dollars (\$2,626,075), inclusive of the fixed fee (profit) enumerated in Exhibit "B-1", 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

Exhibit B-2

Fair Oaks Overhead Rehabilitation: Fee Schedule*City of Sunnyvale*

Summary of Combined Consultant Total Costs

Phase	BCA	BKF	Circlepoint	Callander	Parikh	AEC	Total
	Prime (Project Mgmt/ Structural)	Sub (Civil/ROW/ Survey/Utilities)	Sub (Environ/ Public Outreach)	Sub (Landscape Arch)	Sub (UDBE) (Geotech/ HazMat)	Sub (UDBE) (Elect Engr)	
Phase 5 - CONSTRUCTION SUPPORT SERVICES							
1.0 PROJECT MANAGEMENT AND ADMINISTRATION							
1.1 Design Team Management and Administration	\$ 48,324	\$ -	\$ -	\$ -	\$ -	\$ -	\$48,324
1.2 Meetings	\$ 26,352	\$ 19,541	\$ -	\$ -	\$ -	\$ -	\$45,893
2.0 CONSTRUCTION SUPPORT ENGINEERING							
2.1 Request for Information	\$ 30,362	\$ 9,848	\$ -	\$ 5,360	\$ 13,360	\$ 11,981	\$70,911
2.2 Structural Shop Drawings and Submittals	\$ 32,321	\$ -	\$ -	\$ -	\$ -	\$ -	\$32,321
2.3 Non-Structural Shop Drawings and Submittals	\$ -	\$ 8,603	\$ -	\$ 4,231	\$ -	\$ 11,232	\$24,066
2.4 Minor Contract Change Orders (CCOs)	\$ 9,979	\$ 10,009	\$ -	\$ 1,129	\$ -	\$ 1,123	\$22,240
2.5 Record Drawings	\$ 16,866	\$ 8,947	\$ -	\$ 2,429	\$ 690	\$ 3,744	\$32,676
3.0 CONSTRUCTION MONITORING AND OUTREACH							
3.1 Construction Support Outreach	\$ 1,715	\$ -	\$ 20,270	\$ -	\$ -	\$ -	\$21,985
3.2 Construction Environmental Monitoring	\$ 6,309	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$13,809
3.2.a.1. Tree Protection Plan/Arborist Report (HT Harvey)	\$ -	\$ -	\$ 8,153	\$ -	\$ -	\$ -	\$8,153
3.2.a.2. Roosting Bats Preconstruction Surveys (HT Harvey)	\$ -	\$ -	\$ 8,153	\$ -	\$ -	\$ -	\$8,153
3.2.a.3. Roosting Bats Coordination (Optional Service) (HT Harvey)	\$ -	\$ -	\$ 5,044	\$ -	\$ -	\$ -	\$5,044
3.2.b.1. Crew Training (Rincon)	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$2,500
3.2.b.2. Archaeological Monitoring (Rincon)	\$ -	\$ -	\$ 25,230	\$ -	\$ -	\$ -	\$25,230
3.2.b.3. Paleontological Monitoring (Rincon)	\$ -	\$ -	\$ 25,230	\$ -	\$ -	\$ -	\$25,230
3.2.c.1. Native American Monitoring (Rincon)	\$ -	\$ -	\$ 52,475	\$ -	\$ -	\$ -	\$52,475
Subtotal Phase 5	\$172,229	\$56,948	\$154,555	\$13,150	\$14,050	\$28,080	\$439,011
REIMBURSABLES							
Plots	\$ 550	\$ 200	\$ 100	\$ 150	\$ -	\$ -	\$1,000
Reproduction & Printing	\$ 550	\$ 300	\$ 150	\$ 250	\$ 100	\$ -	\$1,350
Travel	\$ -	\$ 300	\$ 170	\$ 200	\$ 100	\$ -	\$770
Delivery Services	\$ 300	\$ 100	\$ -	\$ 100	\$ 100	\$ -	\$600
Subtotal Reimbursables	\$1,400	\$900	\$420	\$700	\$300	\$0	\$3,720
Base Services Totals							
Subtotal Direct Labor (Dollars)	\$172,229	\$56,948	\$154,555	\$13,150	\$14,050	\$28,080	\$439,011
Subtotal Reimbursables	\$1,400	\$900	\$420	\$700	\$300	\$0	\$3,720
Project Total (Dollars)	\$173,629	\$57,848	\$154,975	\$13,850	\$14,350	\$28,080	\$442,731
	BCA	BKF	Circlepoint	Callander	Parikh	AEC	Total
					UDBE Subconsultants		
					UDBE %	9.58%	