

Project No: On-Call (Various Projects)
Project Name: Materials Testing and Special Inspection

**AMENDMENT No. 3 TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 18th day of September 2007, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Consolidated Engineering Laboratories (CEL), (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide professional project special inspection and testing services for various Capital Improvement projects and private development projects.

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

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and specified in Exhibit "A", and shall end on June 30, 2008.

2. Section 1, entitled "Services" is amended by adding Exhibit "A", titled "**On-Call Materials Testing and Special Inspection Services for Various Projects (September 18, 2007 to June 30, 2008)**", which is attached hereto and incorporated by reference herein.
3. Section 2, entitled "Compensation" is amended to add Exhibit "A", titled "**On-Call Materials Testing and Special Inspection Services for Various Projects (September 18, 2007 to June 30, 2008)**", which are attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibit "A", titled "**On-Call Materials Testing and Special Inspection Services for Various Projects (September 18, 2007 to June 30, 2008)**" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "A", titled "**On-Call Materials Testing and Special Inspection Services for Various Projects (September 18, 2007 to June 30, 2008)**" shall not exceed \$1,150,000.

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4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated April 18, 2006, between Consolidated Engineering Laboratories (CEL) 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 above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

City Engineer as to content

City Manager

City Attorney as to Form

ATTESTED BY:

City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

ON-CALL MATERIALS TESTING AND SPECIAL INSPECTION SERVICES
FOR VARIOUS PROJECTS (SEPTEMBER 18, 2007 TO JUNE 30, 2008)

General Scope of Work:

Consolidated Engineering Laboratories (CEL) will provide special inspection and/or testing services, including but not limited to: soils inspection with nuclear gage; moisture/density curves; asphaltic concrete services; concrete compression tests, and cylinder storage; weldment testing; coring services; and such other services as may be required by the CITY. Services will be provided by CEL on projects as authorized by the CITY. CEL will, in the performance of this Agreement, maintain close communications with the City Project Manager or his/her representative. No services will be performed on any specific project until the CITY has issued a Request for Services to CEL for that particular project. CEL shall prepare separate invoices, for services rendered, for each specific project authorized by the CITY. The term of services rendered shall end on June 30, 2008 with option to extend the end date of this contract.

Work Tasks:

Upon request by CITY, CEL will perform the following tasks for improvements to municipal infrastructure facilities, as applicable for individual projects:

1. Provide Soils Inspectors with Nuclear Gage.
2. Provide laboratory testing services such as, but not limited to:
 - Moisture/Density Curves.
 - Sieve Analyses.
 - "R" Values.
3. Provide concrete services such as, but not limited to:
 - Performing concrete slump tests.
 - Preparing concrete cylinder samples.
 - Storing concrete cylinders.
 - Performing compression tests.
4. Provide masonry services such as, but not limited to:
 - Preparing grout prism and mortar cylinder samples.

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- Storing grout and mortar samples.
 - Performing compression tests for:
 - a. Grout and mortar samples.
 - b. Concrete blocks.
 - c. Masonry and concrete cores.
5. Provide asphaltic concrete services such as, but not limited to:
 - Unit weights of compacted asphaltic concrete.
 - Extraction gradations.
 - Stabilometer value.
 6. Provide weldment testing and inspection services.
 7. Provide coring services.
 8. Provide paint and coatings thickness testing (Holiday).
 9. Other testing and inspection services as required.

Field Personnel Preparedness:

Upon arrival to the work site, CEL representatives shall be familiar with the project plans and specifications, and possess all pertinent project information necessary to perform said duties. Field personnel shall be professional, courteous, well trained, and licensed when licensure is applicable. All testing equipment used shall be calibrated to industry standard, and applicable safety attire shall be worn at all times.

Field and Project Summary Reports:

Prior to departing the project site, CEL shall provide the CITY with handwritten field reports of the areas inspected and/or tested.

Laboratory test results shall be faxed to the CITY within the next business day of completion of the test. Laboratory test reports shall be mailed within three days of completion of the test.

In case of a failing test result or low concrete strength, CEL shall notify the CITY's Project Manager or his/her representative by telephone immediately, followed by a faxed confirmation.

Upon notification from the CITY of project completion, CEL shall prepare a special inspection summary report consisting of CEL's field observations, and test results performed throughout the duration of the project. The special inspection summary report shall be approved by a CEL professional

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engineer and submitted to the City within ten business days of project completion.

Compensation and Reimbursables:

The basis of compensation shall account for actual time on the field testing and/or inspecting; travel time to the project site and back to the point of origination; and laboratory testing and/or other tasks performed at the rates specified in Exhibit B. Travel time shall not exceed one hour per day per CEL representative. No travel time charges shall apply to CEL personal who report to the job site daily as staff augmentation.

All other costs such as, but not limited to: use of company or personal vehicle; lodging; per diem; management fees; internal reproductions; telephone, telecommunications, or network costs are considered to be included in the hourly rates specified in Exhibit B, and not subject to reimbursement.

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one: <input checked="" type="checkbox"/> Budget Appropriation <input type="checkbox"/> Budget Transfer	100-3613	\$250,000	100-4124237	\$250,000

Explain the reason for the budget change:

On April 18, 2006, the City Council awarded the Materials Testing and Inspection Services contract to Consolidated Engineering Laboratories (CEL) for a term of one year. Council amended the CEL contract on August 1, 2006, and again on February 6, 2007 to provide additional special inspection and testing services for a total current contract of \$550,000.

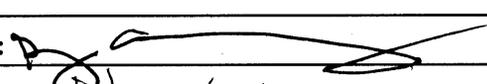
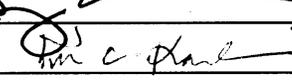
Due to the current heavy workload of Capital Improvement Projects (CIP) and private development projects in construction, additional services from CEL are required. These services are necessary since the work requires specialty equipment, laboratory instrumentation, and certified personnel to verify the contractor has constructed the work in conformance with the plans, specifications, and building codes. The estimated additional cost for special inspection and testing services for the next year is \$600,000. Approximately \$250,000 of this additional amount will be reimbursed to the City by private developers for services performed on private development projects. The other \$350,000 is budgeted and programmed in the various CIP projects (the largest project is the Main Sewer Pump Station Project). A budget appropriation to the Engineering Operating Budget of \$250,000, which will be reimbursed by private development projects is recommended.

Staff recommends amending the CEL contract to extend the end date of the Materials Testing and Inspection Services with CEL to June 30, 2008, based on time and materials, not to exceed \$600,000.

Approve the budget appropriation of \$250,000 from private development projects reimbursement revenue to the Engineering Division's Design and Construction operating budget for inspection and testing services.

Check if City Council Approval required.

Meeting Date: September 18, 2007

Itemization of funds, if needed:			Amount
Requested by:	Division Head:	Date:	
	Department Head: 	Date: 9/10/07	
Reviewed by:	Finance Director: 	Date: 9/10/07	
Approved by:	City Manager:	Date:	
Date approved by City Council, if required:		Confirmed by:	