

**AMENDMENT No. 2 TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 5th day of February, 2008, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Dodson Psomas (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional Engineering services for Park Master Plan project, (Project No. 5083), on April 3, 2007; and

WHEREAS, the parties entered into an Agreement Amendment to allow CONSULTANT to provide additional professional engineering services for Well Upgrade Program, Project No. 7076 – Phase II (Curtis Well), October 1, 2007;

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering and design services for the design of Calle Oriente Park.

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 shall end on **December 31, 2009**.

2. Section 1, entitled "Services" is amended by adding Exhibit "A-2", which is attached hereto and incorporated by reference herein.
3. Section 2, entitled "Compensation" is amended to add Exhibit "A-2", which is 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-2" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "A-2" shall be **\$47,500.00**.

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 3, 2007**, between **Dodson Psomas** 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

I have reviewed the status of our project budget for this project to better determine the extent to which we exceeded our anticipated effort for the Preliminary Design phase. The duration of this phase of the project was significantly longer than anticipated. The City required additional time to confirm its master planning criteria that would impact the design basis for the improvements, as well as additional time to evaluate the various options developed by the project team. Specific work effort that was not anticipated in the original project scope includes the following:

1. Additional time and effort were expended in evaluating the design alternatives for this project. The project scope of work, as stated in our agreement, indicated that we would evaluate two improvement alternatives for the pump station. A third alternative was evaluated that considered upgrading the facilities to accommodate medium voltage motors and other electrical equipment. This evaluation included several cost analyses, including several different standby generator configurations. We estimate that approximately 60 hours of additional professional time, including time by ArcSine, was required to perform this work, which includes one additional meeting on August 14. The total impact for this item to the project design budget has been approximately \$10,000.
2. Additional time was expended for our CAD technicians to develop AutoCAD background drawings for the project. The project scope of work assumed that the City would provide us with electronic versions of the drawings. It was determined at the project kickoff meeting that the City did not have electronic files of its drawings. We have thus far spent approximately 60 hours of time by our CAD technicians to develop new AutoCAD background drawings. Additional drafting time will likely be required as additional background drawings are developed. The total impact for this item to the project budget thus far has been approximately \$7,500.
3. Changes to the original design basis will require addition design effort by ArcSine to complete the design. This includes a more detailed inspection and shutdown of the electrical system to determine the actual rated capacity of the switchgear and bus. Because the added electrical load (one 400 hp pump) is less than original planned, our follow-up inspection will determine whether we can minimize upgrades to the electrical system reduce the project cost. The City's desire to install standby power in a staged approach as described in the Basis of Design Report will require additional design effort in order to plan for future installation of paralleling switchgear, additional electrical conduits, and other future equipment. We estimate the added cost for design services to the project to be approximately \$10,000.
4. The City has requested that Dodson Psomas and Beyaz & Patel perform an independent seismic evaluation of the pump station structure to confirm the recommendations of the City's 2002 Seismic Isolation Study. This work task would include a follow-up site

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visit, preparation of seismic analysis calculations of the pump station building using the 2007 CBC code (based on the 2006 IBC code) and based on the information shown on the record drawings, and preparation of an executive summary memorandum containing the major conclusions and recommendations. We estimate the added cost for these services to the project to be approximately \$20,000.

While there is still significant budget remaining to proceed with final design, we wish to documents the above items for inclusion in any future amendments to the Agreement.

We greatly appreciate the opportunity to work with the City of Milpitas on this and other critical projects. If you have any questions regarding this information, please don't hesitate to contact me.

Sincerely,
PSOMAS

Roger W. Kohne, P.E.
Project Manager
RWK:def

cc: