

**AMENDMENT No. 2 TO AGREEMENT
FOR CONSULTING SERVICES**

This Amendment is entered into this __th day of _____, 2008, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Kimley Horn and Associates (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional consulting for on call traffic and engineering studies, on May 15, 2006; and

WHEREAS, the parties entered into Amendment No 1 for additional consulting services, on June 5, 2007; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering and design services for the sidewalk widening of Calaveras Blvd bridges.

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

1. Subsection 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall end on **December 31, 2009**.

2. Section 1, entitled "Services" is amended by adding **Exhibit "A-Amendment 2"**, which is attached hereto and incorporated by reference herein.

3. Section 2, entitled " Compensation " is amended to add **Exhibit "A-Amendment 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-Amendment 2**" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "**A-Amendment 2**" shall be **\$73,834**.

The total not to exceed amount of the Agreement is now \$198,834.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated May 15, 2006, between Kimley Horn and Associates 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.

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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

Thomas C Williams, City Manager

Kimley-Hornand Associates, Inc.

Greg Armendariz, City Engineer as to content

56--885615
Taxpayer identification number

Michael J. Ogaz, City Attorney as to Form

Emma Karlen, Finance Director/Risk Manager

Attested by: Mary Lavelle, City Clerk

EXHIBIT A – AMENDMENT 2

March 3, 2008

Mr. Jeff Leung
Associate Civil Engineer
City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035-5479

RE: ***Proposal for Professional Engineering Services for Calaveras Boulevard Bridge Improvements***

Dear Mr. Leung:

Kimley-Horn and Associates, Inc. is pleased to submit this letter proposal detailing the scope of services for Professional Engineering Services for the City of Milpitas. Engineering Services will include preparing a Design Exception checklist, striping and sidewalk widening plans, and Design Exception documentation for the westbound Calaveras Boulevard bridge structures in Milpitas. This package presents our detailed scope of work, proposed schedule, and fee estimate.

Task 1 Project Management and Administration

This task includes general project management and project meetings throughout the project. KHA will coordinate with the City of Milpitas throughout the project to discuss project requirements and to gather data.

Two design meetings (2) are included in the scope of services to review the comments on the design and draft PS&E.

The City will be responsible for providing available record plan information, a list of all pertinent contacts (utilities, etc.), City standard border and SWPPP (electronic), City standard plans and specifications (hardcopy), and City boilerplate specifications (electronic), upon all of which KHA will use.

*Deliverable: Attendance at Project Design Meetings (2)
Project Invoices and Status Updates (Monthly)*

Task 2 Prepare Design Exception Checklist

Kimley-Horn will prepare a design exception checklist to document the potential design exceptions for these modifications. The checklist will document the basic and geometric design criteria for the project in order to document the potential design exceptions that may be requested as the project goes into geometric design.

Deliverable: Design Exception Checklist

Task 3 Prepare Striping and Sidewalk Widening Plans

KHA will utilize Mountain Pacific Surveys to conduct a supplemental topographic ground survey of the project area in the vicinity of the Calaveras Boulevard bridge structures. The survey will locate the existing curb and roadway elevations, gutter, poles, surface utilities, landscaping, storm drain catch basins, and drainage structures in the vicinity of the project limits.

Based on the topographic survey, record and utility information received, and results of the structural analysis and fact sheets, KHA will prepare project plans and specifications (technical provisions) for completing sidewalk modifications and installing the vehicle barrier. The design plans will include horizontal and vertical call-outs to sufficiently identify the design elements, typical sections, construction details, street lighting modifications and signing and marking modifications. The plans will be prepared using AutoCAD v.2007 at a design scale of 1"=20' in imperial unit format.

We anticipate the following plan sheet counts for the project:

- Title Sheet (1 Sheet)
- General Notes, Sheet Index, Abbreviations and Legend (1 Sheet)
- Horizontal Control Plan (2 Sheet)
- Striping Plans (2 Sheets)
- Typical Sections Plan (1 Sheet)
- Construction Details (2 Sheets)
- Traffic Handling Sheets (3 sheets)
- Water Pollution Control Sheets (1 Sheet)

Estimated Total Sheets: 13 Sheets

KHA will prepare an estimate of probable cost for the project. The estimate will include an itemized break out of construction cost based on pay items described in the technical specifications.

KHA will submit the PS&E to the City at the draft design level for review and comment. The draft PS&E will include necessary design information to identify the limits of the proposed improvements and develop preliminary quantities, pay items and cost estimates for use in determining the final project design. KHA will arrange a meeting with the City to review the comments on the draft PS&E. The draft will be submitted to Caltrans for Encroachment Permit review. Once all Caltrans comments have been addressed and the Encroachment Permit obtained by the City, KHA will submit the Final PS&E

for the City's use in bidding and constructing the project. Preparation of a traffic control plan, utility coordination, utility relocation plan and erosion control plan is not included in this scope of services.

KHA will submit the Caltrans Encroachment Permit Application with the draft PS&E documents to Caltrans for Encroachment Permit review and approval. Once comments have been addressed, the Encroachment Permit will be resubmitted with the revised construction bid documents, a detailed "response to comments". Copies of the Encroachment Permit Application, responses to comments and revised construction bid documents will be submitted to the City. Completion of more than two Caltrans review cycles for the construction bid documents will be considered extra services and will be completed for an additional fee.

Due to the previous structural analysis that was conducted by KHA and the minimal impacts of the additional sidewalk, additional structural analysis is not anticipated. If structural analysis becomes a requirement from Caltrans, it will be done through Task 5 – Additional Support Services.

*Deliverable: Prepare Draft and Final PS&E
Submit Encroachment Permit Application*

Task 4 Prepare Design Exception Fact Sheets

KHA will arrange and attend a meeting with Caltrans to discuss the project design and obtain guidance for completing design of non-standard features to be located in the State right of way prior to completing the Draft Plans and Specifications. A copy of the meeting minutes will be submitted to the City.

Based on the guidance provided by Caltrans at the meeting, KHA will prepare Mandatory and Advisory Design Exception Fact Sheets for up to 3 design elements that are not within Caltrans' design standards as indicated in the Highway Design Manual. Any additional design elements will be completed as additional services. A draft of these documents will be submitted to Caltrans for review and approval. Up to two iterations of Caltrans' comments will be addressed in preparing the final documents.

*Deliverable: Prepare Draft and Final Design Exception Fact Sheet for up to 3 Exceptions
Prepare Draft and Final Design Exception Reports (Mandatory and Advisory)*

Task 5 Additional Support Services (Optional)

KHA is available to support the City with other tasks related to preparing for this project to move forward into construction. These services are not included in the base fee but will be negotiated if the City decides to move forward with any of these tasks, or Caltrans requires additional work. This may include the following:

- Effort related to Project Study Report, Project Approval, Environmental Documentation, and Encroachment Permit
- Additional meetings beyond what is identified in Task 1
- Additional Surveying
- Geotechnical

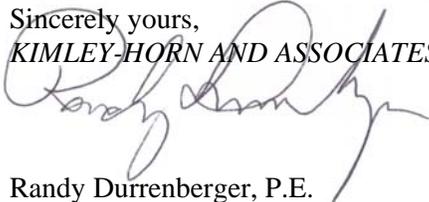
BUDGET

Kimley-Horn will provide the services outlined in the scope of services on a Time and Materials basis for up to \$73,834. Fees will be invoiced monthly based upon the percentage of the services completed as of the invoice date. The budget allocated to Task 5 will only be used following authorization by the City of Milpitas.

CLOSURE

Kimley-Horn and Associates, Inc. appreciates the opportunity to submit this proposal to the City of Milpitas. We look forward to working with you on this project. If you have any questions, please call me at (510) 350-0230.

Sincerely yours,
KIMLEY-HORN AND ASSOCIATES, INC.



Randy Durrenberger, P.E.
Project Manager

xc: Jaime Rodriguez