Project No: 7101
Project Name: Gibraltar Reservoir and Pump Station Improvements

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ORIGINAL

AMENDMENT No. 3 TO AGREEMENT FOR CONSULTATION AND OTHER SERVICES

This Amendment is entered into this 1st day of April, 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 Gibraltar, (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 entered into an Agreement Amendment to allow CONSULTANT to provide additional professional engineering and design services for seismic and structural analysis of the existing pump station, February 5, 2008.

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering and design services for the design of a new control room for the pump station.

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-3**", which is attached hereto and incorporated by reference herein.

3. Section 2, entitled "Compensation " is amended to add Exhibit "**A-3**", 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-3**" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "**A-3**" shall be **$60,318.00**. This results in a total contract amount of $529,328.00

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.

ORIGINAL

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

_____
City Engineer as to content

_____
City Manager

_____
City Attorney as to Form

ATTESTED BY:

_____
City Clerk

DODSON PSOMAS

EXHIBIT A-3

SCOPE OF WORK AND FEE FOR AMENDMENT NO.3

CITY OF MILPITAS GIBRALTAR RESERVOIR AND PUMP STATION IMPROVEMENTS

CITY PROJECT NO 7101

The following work tasks are to be included as part of the Scope of Services as described in Exhibit A of the Consulting Services Agreement between the City of Milpitas and Dodson Psomas, dated April 3, 2007, as follows:

Design of a new control room structure adjacent to the existing pump station.

Consultant shall design a new structure approximately 16 feet wide by 25 feet long that will serve as the new control room and laboratory area for the Gibraltar Pump Station facility. The basis of design for this structure will incorporate decisions as identified in the minutes from the meeting on February 26, 2008 and will include the following:

Architectural:

- The structure will be designed to match the general appearance of the existing pump station structure. The design will incorporate a sloped roof with a gable end on the east side (facing the gate) to match the existing structure. Standard architectural elevations of the building will be prepared as part of the overall design. No additional architectural renderings of the building or site are assumed to be required to obtain City approval for construction.
- Consultant will review the City's proposed floor plan and offer suggestions regarding layout of the new facilities.
- The structure will have windows along the east and south sides of the building. Standard doors and hardware will be used for egress.
- The design will include fixed cabinets for the laboratory space and sink with an electric tankless hot water heater. Consultant will assist the City in specifying other furniture for this space, including work desks and tables, file cabinets, and chairs.
- It is assumed that the expanded control room will be considered occupied space and shall comply with California Title 24.
- Mechanical equipment requiring periodic maintenance and access will not be installed on the roof of the new structure.

- Roof downspouts will discharge to splash blocks that will drain to the existing site storm drain system.

Structural:

- No additional geotechnical exploration at the site will be performed. Soil conditions used for the design will be based on available information and default values as dictated by the 2007 California Building Code.
- The expanded control room will be structurally independent from the existing pump station.
- The foundation will be cast-in-place concrete floor slab with spread footings.
- Exterior finish shall use split-faced and smooth-faced block to match existing building.

Electrical

- Electrical design will include building overhead lighting, outlets including for the laboratory area, and power for HVAC equipment.

Building Mechanical (Heating, Ventilating, Air Conditioning, Plumbing)

- Building HVAC will be designed for ambient conditions.
- It is assumed that new HVAC equipment will be pad or wall mounted. Equipment will not be designed for installation on the roof. Consideration will be given to using the existing HVAC unit for the existing control room to provide heating and cooling for the new structure.
- The structure will include plumbing for a laboratory sink with an emergency eye wash station.

Design:

Detailed drawings and specifications for this work will be prepared and submitted with the 60%, 90%, and 95% design submittals for the overall project. Final signed bid documents for construction of this structure will be included as part of project bid documents for the Gibraltar Reservoir and Pump Station Improvements Project.

The following drawings will be prepared for this Task:

A-1 Finish, Door and Window Schedule
A-2 Details
A-3 Control Room Floor Plan and Roof Plan
A-4 Control Room Elevations and Sections
A-5 Control Room Interior Elevations
A-6 Title 24 Compliance Documentation
S-8 Control Room Foundation Plan
S-9 Control Room Roof Framing Plan
S-10 Control Room Sections
S-11 Control Room Sections
M-7 Mechanical Plan
M-8 Plumbing Plan
M-9 Title 24 Compliance Documentation

E-11 Control Room Lighting Plan
E-12 Title 24 Compliance Documentation

Quantity take-offs will be prepared for this structure and included with the construction cost opinion work that is part of the original scope of work.

DODSON PSOMAS

FEE PROPOSAL FOR
DESIGN AND CONSTRUCTION SUPPORT SERVICES for the
GIBRALTAR RESERVOIR AND PUMP STATION
NEW CONTROL BUILDING

	HOURS											
Task Description	Principal in Charge($206/hr)	Project Manager ($185/hr)	Structural Engineer ($113/hr)	CAD Drafter ($105/hr)	Word Processor ($70/hr)	Total Dodson Psomas Labor - Hours	Total Dodson Psomas Labor - Fee	Architect - Burks Toma	Structural - Beyaz & Patel	Electrical - Arc Sine	Other Direct Costs	Total
Task 1 - Design of Control Room Expansion												
Finalize Floor Plan and Elevations		4		8		12	$1,580				$120	$1,700
Amend Basis of Design Report (Not Included)						0	$0				$0	$0
Structural Design		10	100	50	8	168	$18,960				$750	$19,710
Design Submittals (60, 90, 95%, Final)		8	6			14	$2,158	$22,000		$13,000	$1,750	$38,908
Review Meetings (No Additional Included)						0	$0				$0	$0
Task 1 Subtotal	**0**	**22**	**106**	**58**	**8**	**194**	**$22,698**	**$22,000**	**$0**	**$13,000**	**$2,620**	**$60,318**