

**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 RMC Water and Environment (formerly Raines Melton and Carella, Inc.) (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional consulting for various Capital Improvement Projects, on November 16, 2004; and

WHEREAS, the parties entered into Amendment No 1 for additional consulting services, on June 21, 2005; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering, design services, bid services and construction support services for additional locations.

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**. The revised schedule is shown on **Exhibit "E-Amendment 2"**.
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 "B-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 "B-Amendment 2" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "B-Amendment 2" shall be **\$183,810**.

The total not to exceed amount of the Agreement is now \$466,220.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated November 16, 2004, between Raines Melton and Carella, Inc. 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

Thomas C Williams, City Manager



RMC Water and Environment
(also print name and title)
Dennis Gellerman
Vice President
94-3295096

Taxpayer identification number

Greg Armendariz, City Engineer as to content

Mike Ogaz, City Attorney as to Form

Emma Karlen, Finance Director/Risk Manager

Attested by: Mary Lavelle, City Clerk

Exhibit A – Amendment 2

CITY OF MILPITAS

Sewer Deficiency and Structural Correction Program 2008

Scope of Work

Introduction

The City of Milpitas (City) has miles of sewers in its Sewer Deficiency and Structural Correction Program that are deficient and require frequent maintenance. The majority of the deficient sewers require cleaning once every three months, while some of them require cleaning on a weekly basis. RMC Water and Environment (RMC) shall provide engineering services to the City for sewer condition assessment, alternatives analysis, design, and services during construction at the following sites.

1. **Heath Street from flushing inlet upstream of Redwood Ave to Marylinn Drive.**
2. **Moonlight Circle.**
3. **Louise Court.**
4. **Poppy Lane.**

RMC's scope of work is broken down into the following 11 tasks:

1. Project management
2. Field Investigations
3. 100% Design – Heath, Louise, Moonlight
4. Bid Services – Heath, Louise, Moonlight
5. Construction Services – Heath, Louise, Moonlight
6. Alternatives Analysis – Poppy Lane
7. 60% Design – Poppy Lane
8. 90% Design – Poppy Lane
9. 100% Design – Poppy Lane
10. Bid Services – Poppy Lane
11. Construction Services – Poppy Lane

Task 1 – Project Management

RMC shall coordinate and communicate with the City and subconsultants to ensure timely and efficient completion of the work.

RMC shall prepare monthly progress reports to be submitted with the monthly invoice. The reports shall summarize the work completed to date and during the previous month, the work remaining, estimated percent complete, schedule and budget status, and any issues requiring resolution.

Throughout the project RMC shall track and evaluate progress to ensure that the budget and schedule are met. RMC shall submit monthly reports to the City which will present progress on each task for both schedule and budget.

Anticipated Deliverables, Task 1:

- ***Progress Meeting Agendas and Minutes (electronic copy)***
- ***Monthly Progress Reports and Invoices (1 copy)***

Task 2 – Field Surveys

2.1 Geotechnical Work. RMC shall perform geotechnical borings at Heath Street and Louise Court to supplement existing borings taken at Moonlight Circle. The work shall include three paired borings at Heath Street and one paired boring at Louise Court (total of 8 borings). Where groundwater is encountered, two samples shall be taken and tested for all contaminants listed in the City's standard specifications.

A geotechnical data report shall be provided. It shall contain the following information:

- Geotechnical boring logs
- Groundwater quality testing results
- Specification language and requirements for construction in trenches with high groundwater and difficult soil conditions, as expected at Heath Street.

Task 3 – 100% Design: Heath, Louise, and Moonlight

RMC shall prepare the final bid package for the project including plan and profile drawings, drawing details, technical specifications, general and special conditions, bid instruction and notices, and bid forms.

The 100% design submittal shall include half-size drawings, technical specifications, edited versions of the City's Division 0 and 1 sections and a construction cost estimate, presenting the full scope of work.

Assumptions:

- City is responsible for printing bid sets and distributing/selling bid sets.

Anticipated Deliverables, Task 3:

- ***100% Drawings – 11"x17" (CAD)***
- ***100% Specifications – 8.5"x11" (MS-Word)***
- ***100% Construction Cost Estimate (MS-Excel)***

Task 4 – Bid Services – Heath, Louise, and Moonlight

RMC shall assist City in bidding, maintain bidders list, answer questions from contractors, and perform addenda preparation during the bid phase. The City shall reproduce and distribute addenda. It is assumed that all construction will be included in a single bid package.

Assumptions:

- City is responsible for printing and distributing addenda.
- RMC shall not participate in a pre-bid meeting, nor evaluation of bids received.

Anticipated Deliverables, Task 4:

- ***Bidders list and addenda preparation***

Task 5– Construction Services: Heath, Louise, and Moonlight

During the construction phase RMC shall assist the City and the construction management team by providing engineering services during construction. It is assumed that the City will have an onsite inspection and construction management team to handle the day to day construction management.

Preconstruction Meeting – RMC shall attend a pre-construction meeting to be held in the offices of the City. This meeting will be held in order for RMC and the City to become acquainted with the selected contractor, to discuss the major elements of the construction contract, and to address any concerns or questions at that time.

Site Visits and Meetings- RMC shall participate in site visits and/or construction meetings, for up to 6 total hours.

Submittals Review - RMC shall review up to 25 submittals required by the contract documents. The level of effort is based on the assumption that many of the general condition and administrative submittals will be reviewed by the Construction Manager and City.

Requests for Information (RFI) - RMC shall respond to up to 20 RFIs to answer questions from the Contractor and construction manager to clarify the contract documents and design intent. The level of effort assumes that many of the routine RFIs which do not involve design intent will be answered by the Construction Manager.

Change Orders Assistance – RMC shall assist in the preparation of change orders by preparing sketches, drawings, instructions, etc. The level of effort assumes that many of the routine Change Orders which do not involve design intent will be prepared by the Construction Manager.

Record Drawings - RMC shall prepare record drawings from one compiled set of markups from the Contractor and Construction Manager.

Anticipated Deliverables, Task 5:

- ***Completed submittal review forms (hardcopy)***
- ***RFI responses (hardcopy)***
- ***Change order documentation (hardcopy)***
- ***Record Drawings (drafts as PDF, final as CAD and full-size Mylar)***

Task 6 –Alternatives Analysis: Poppy Lane

RMC shall review recent CCTV video and other available information to determine the condition of the sewer and propose repair alternatives to the City. A recommendation of next steps shall be made to the City.

Anticipated Deliverables, Task 6:

- ***Alternatives Analysis and Recommendation (via email or informal memo, per City request)***

Task 7 – 60% Design: Poppy Lane

Based on the City's decided course of action at Poppy Lane, RMC shall prepare the Design Documents for the project including plan and profile drawings, drawing details, technical specifications, general and special conditions, bid instruction and notices, and bid forms.

This task consists of preparing and submitting the following items:

- General sheets, which will include cover sheet, list of drawings, standard abbreviations, legend index map, and general notes.
- Pipe and miscellaneous detail drawings.
- Pipe plan and profile drawings.
- Technical specifications for the work based on the City's master technical specifications.
- Mark-ups of City front-end Division 0 and 1 sections (Bid form, contract, general and supplementary contract provisions, and general requirements, including bid schedule and bid item descriptions).
- Construction cost estimate for the sewer and related improvements.

The 60% design submittal shall include half-size drawings, technical specifications, edited versions of the City's Division 0 and 1 sections and a construction cost estimate, presenting the full scope of work. A draft Engineer's Estimate of the construction costs shall be included with the submittal.

Anticipated Deliverables, Task 7:

- ***60% Drawings – 11"x17" (CAD)***
- ***60% Specifications – 8.5"x11" (MS-Word)***
- ***60% Construction Cost Estimate (MS-Excel)***

Task 8 – 90% Design: Poppy Lane

RMC shall prepare 90% plans, specifications, and cost estimate for the project including plan and profile drawings, drawing details, technical specifications, general and special conditions, bid instruction and notices, and bid forms.

The 90% design submittal shall include half-size drawings, technical specifications, edited versions of the City's Division 0 and 1 sections and a construction cost estimate, presenting the full scope of work. A draft Engineer's Estimate of the construction costs shall be included with the submittal.

Anticipated Deliverables, Task 8:

- ***90% Drawings – 11"x17" (CAD)***
- ***90% Specifications – 8.5"x11" (MS-Word)***
- ***90% Construction Cost Estimate (MS-Excel)***

Task 9 – 100% Design: Poppy Lane

RMC shall prepare the final bid package for the project including plan and profile drawings, drawing details, technical specifications, general and special conditions, bid instruction and notices, and bid forms.

The 100% design submittal shall include half-size drawings, technical specifications, edited versions of the City's Division 0 and 1 sections and a construction cost estimate, presenting the full scope of work. A draft Engineer's Estimate of the construction costs shall be included with the submittal.

Assumptions:

- City is responsible for printing bid sets and distributing/selling bid sets.

Anticipated Deliverables, Task 9:

- ***100% Drawings – 11"x17" (CAD)***
- ***100% Specifications – 8.5"x11" (MS-Word)***
- ***100% Construction Cost Estimate (MS-Excel)***

Task 10 – Bid Services – Poppy Lane

RMC shall assist City in bidding, maintain bidders list, answer questions from contractors, and perform addenda preparation during the bid phase. The City shall reproduce and distribute addenda. It is assumed that all construction will be included in a single bid package.

Assumptions:

- City is responsible for printing and distributing addenda.
- RMC shall not participate in a pre-bid meeting, nor evaluation of bids received.

Anticipated Deliverables, Task 10:

- ***Bidders list and addenda preparation***

Task 11– Construction Services: Poppy Lane

During the construction phase RMC shall assist the City and the construction management team by providing engineering services during construction. It is assumed that the City will have an onsite inspection and construction management team to handle the day to day construction management.

Preconstruction Meeting – RMC shall attend a pre-construction meeting to be held in the offices of the City. This meeting will be held in order for RMC and the City to become acquainted with the selected contractor, to discuss the major elements of the construction contract, and to address any concerns or questions at that time.

Site Visits and Meetings- RMC shall participate in site visits and/or construction meetings, for up to 6 total hours.

Submittals Review - RMC shall review up to 25 submittals required by the contract documents. The level of effort is based on the assumption that many of the general condition and administrative submittals will be reviewed by the Construction Manager and City.

Requests for Information (RFI) - RMC shall respond to up to 20 RFIs to answer questions from the Contractor and construction manager to clarify the contract documents and design intent. The level of effort assumes that many of the routine RFIs which do not involve design intent will be answered by the Construction Manager.

Change Orders Assistance – RMC shall assist in the preparation of change orders by preparing sketches, drawings, instructions, etc. The level of effort assumes that many of the routine Change Orders which do not involve design intent will be prepared by the Construction Manager.

Record Drawings - RMC shall prepare record drawings from one compiled set of markups from the Contractor and Construction Manager.

Anticipated Deliverables, Task 11:

- ***Completed submittal review forms (hardcopy)***
- ***RFI responses (hardcopy)***
- ***Change order documentation (hardcopy)***
- ***Record Drawings (drafts as PDF, final as CAD and full-size Mylar)***

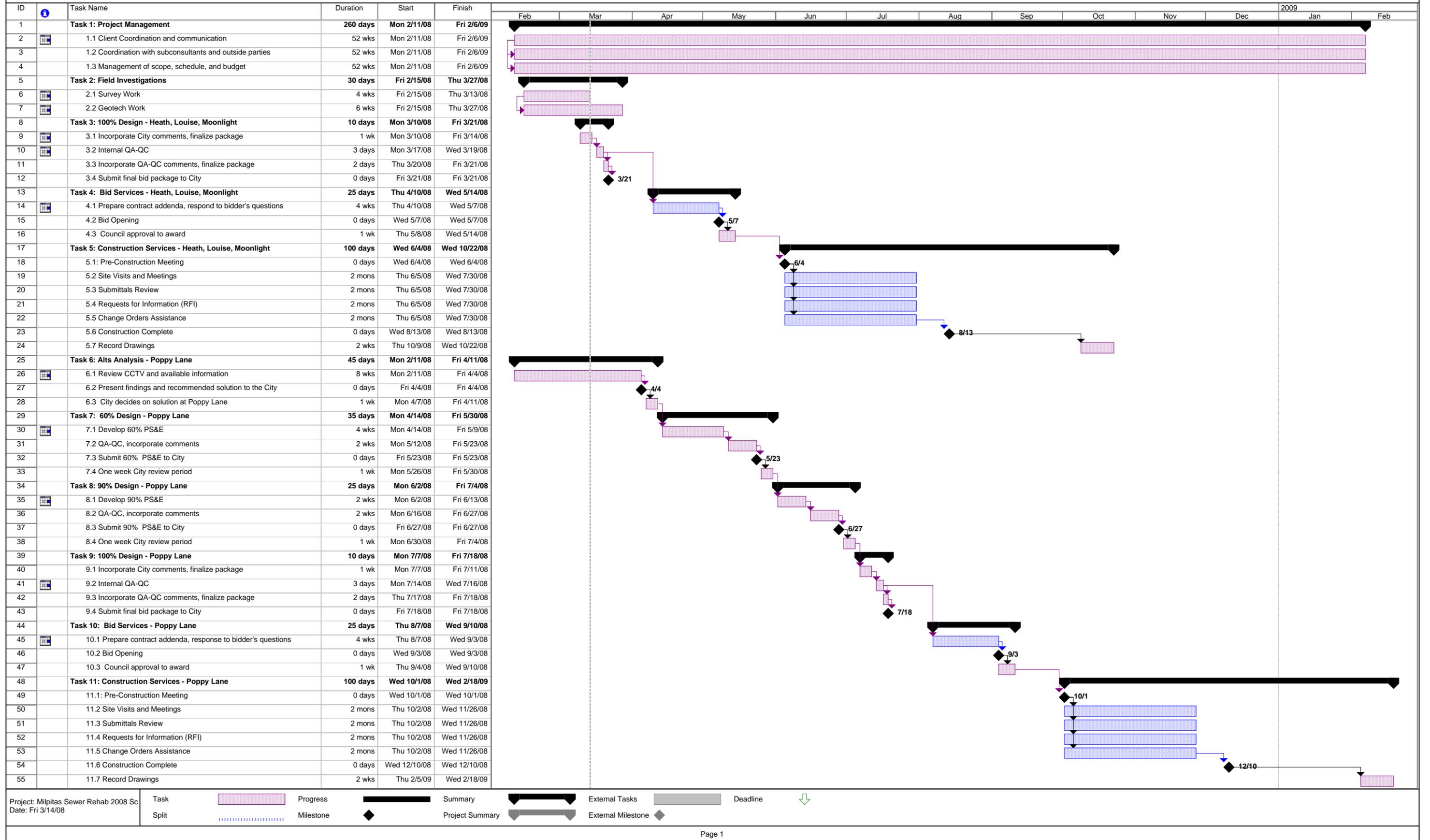
Estimated Level of Effort and Cost
City of Milpitas
Sewer Rehab Work 2008



Tasks	RMC Labor Costs					RMC Totals					Subconsultant Costs			Total
	Dennis Gellerman	Eric Evans	Glenn Hermanson	Stephen Jung	Admin. Support	Total Hours	Total Labor Costs ⁽¹⁾	ODCs ⁽²⁾	PTCC ⁽³⁾	RMC Total	Geotechnical (DCM)	Survey (Crossland)	Sub-Consultant Total ⁽⁵⁾	Total Fee
	Principal-In-Charge	Project Manager / Engineer	Senior Technical Review, QA-QC	CAD / Designer	Admin.									
	\$225	\$175	\$225	\$125	\$105									
Task 1: Project Management														
1.1 - Client Coordination and communication	16	40			16	72	\$12,280	\$100	\$368	\$12,758			\$0	\$12,758
1.2 - Coordination with subs and others		20			8	28	\$4,340	\$100	\$130	\$4,580			\$0	\$4,580
1.3 - Management of Scope, Schedule, Budget	8	32				40	\$7,400	\$100	\$222	\$7,732			\$0	\$7,732
Subtotal Task 1:	24	92	0	0	24	140	\$24,020	\$300	\$721	\$25,071	\$0	\$0	\$0	\$25,071
Task 2: Field Investigations														
2.1 - Survey Work						0	\$0	\$0	\$0	\$0			\$0	\$0
2.2 - Geotech Work						0	\$0	\$0	\$0	\$0	\$16,000		\$17,600	\$17,600
Subtotal Task 2:	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$16,000	\$0	\$17,600	\$17,600
Task 3: 100% Design - Heath, Louise, Moonlight														
3.1 - Finalize PS&E	4	24	4	20	4	56	\$8,920	\$200	\$268	\$9,408			\$0	\$9,408
Subtotal Task 3:	4	24	4	20	4	56	\$8,920	\$200	\$268	\$9,408	\$0	\$0	\$0	\$9,408
Task 4: Bid Services - Heath, Louise, Moonlight														
4.1 - Prepare Contract Addenda, respond to bidder's questions	2	20	2	8	6	38	\$6,030	\$100	\$181	\$6,321			\$0	\$6,321
Subtotal Task 4:	2	20	2	8	6	38	\$6,030	\$200	\$181	\$6,431	\$0	\$0	\$0	\$6,431
Task 5: Construction Services - Heath, Louise, Moonlight														
5.1 - Preconstruction meeting		4				4	\$700		\$21	\$721			\$0	\$721
5.2 - Site meetings and visits		6				6	\$1,050	\$0	\$32	\$1,082			\$0	\$1,082
5.3 - Submittals Review, Respond to RFIs	2	16			6	24	\$3,880	\$100	\$116	\$4,106			\$0	\$4,106
5.4 - Change Orders Assistance	4	10	4		4	22	\$3,970	\$100	\$119	\$4,199			\$0	\$4,199
5.5 - Record Drawings		16		16	4	36	\$5,220	\$100	\$157	\$5,487			\$0	\$5,487
Subtotal Task 5:	6	52	4	16	14	92	\$14,820	\$300	\$445	\$15,595	\$0	\$0	\$0	\$15,595
Task 6: Alts Analysis - Poppy Lane														
6.1 - Complete review of available info, provide options and recommendation	4	20	8		4	36	\$6,620	\$0	\$199	\$6,819	\$4,000		\$4,400	\$11,219
Subtotal Task 6:	4	20	8	0	4	36	\$6,620	\$0	\$199	\$6,819	\$4,000	\$0	\$4,400	\$11,219
Task 7: 60% Design - Poppy Lane														
7.1 - Develop 60% PS&E	2	60	8	60	4	134	\$20,670	\$100	\$620	\$21,400			\$0	\$21,400
7.2 - Survey and Geotech Work	2	2				4	\$800	\$100	\$24	\$934	\$25,000	\$4,000	\$31,900	\$32,834
Subtotal Task 7:	4	62	8	60	4	138	\$21,470	\$200	\$644	\$22,334	\$25,000	\$4,000	\$31,900	\$54,234
Task 8: 90% Design - Poppy Lane														
8.1 - Develop 90% PS&E	2	40	8	20	4	74	\$12,170	\$100	\$365	\$12,645			\$0	\$12,645
Subtotal Task 8:	2	40	8	20	4	74	\$12,170	\$100	\$365	\$12,645	\$0	\$0	\$0	\$12,645
Task 9: 100% Design - Poppy Lane														
9.1 - Finalize PS&E	4	32	6	20	4	66	\$10,770	\$100	\$323	\$11,203			\$0	\$11,203
Subtotal Task 9:	4	32	6	20	4	66	\$10,770	\$100	\$323	\$11,203	\$0	\$0	\$0	\$11,203
Task 10: Bid Services - Poppy Lane														
10.1 - Prepare Contract Addenda, respond to bidder's questions	8	20	4	6	4	42	\$7,370	\$100	\$221	\$7,701			\$0	\$7,701
Subtotal Task 10:	8	20	4	6	4	42	\$7,370	\$200	\$221	\$7,811	\$0	\$0	\$0	\$7,811
Task 11: Construction Services - Poppy Lane														
11.1 - Site meetings and visits		6				6	\$1,050	\$0	\$32	\$1,082			\$0	\$1,082
11.2 - Submittals review, RFIs		16				16	\$2,800	\$100	\$84	\$2,994			\$0	\$2,994
11.3 - Change Orders Assistance		10	4			14	\$2,650	\$100	\$80	\$2,840			\$0	\$2,840
11.4 - Record Drawings		16		20		36	\$5,300	\$200	\$159	\$5,679			\$0	\$5,679
Subtotal Task 11:	0	48	4	20	0	72	\$11,800	\$400	\$354	\$12,594	\$0	\$0	\$0	\$12,594
TOTAL:	58	410	48	170	68	754	\$123,990	\$2,000	\$3,720	\$129,910	\$45,000	\$4,000	\$53,900	\$183,810

1. The individual hourly rates include salary, overhead, and profit.
2. Other direct costs (ODCs) include large reproduction jobs, mileage, and travel expenses.
3. PTCC are project technology and communication charges at 3% of labor costs.
4. RMC's 2008 standard rates are shown; RMC reserves the right to adjust its hourly rates at the start of the new calendar year (2009).
5. Subconsultants will be billed at actual cost plus 10%.

Exhibit E - Amendment 2 City of Milpitas - 2008 Sewer Deficiency and Structural Correction Program



Project: Milpitas Sewer Rehab 2008 Sc
Date: Fri 3/14/08

Task		Progress		Summary		External Tasks		Deadline	
Split		Milestone		Project Summary		External Milestone			