

**AMENDMENT TO AGREEMENT  
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 7th day of April 2009, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and HMH Engineers (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties entered into an Agreement for professional Engineering services for S. Park Victoria Drive Resurfacing project, Project No. 8194, on December 3, 2008; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering services for S. Park Victoria Drive Resurfacing.

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

1. Section 1, entitled "Services" is amended by adding Exhibit "A-1", which is attached hereto and incorporated by reference herein.
2. Section 2, entitled "Compensation" is amended to add Exhibit "B-1", 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-1" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "B-1" shall be \$5,940.00.

3. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated December 3, 2008, between Consultants 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 on Page 1.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

\_\_\_\_\_  
Thomas C. Williams, Executive Director

  
\_\_\_\_\_  
HMH Engineers  
Steve Loupe, Engineering Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Greg Armendariz, City Engineer

APPROVED AS TO FORM:

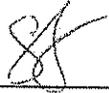
\_\_\_\_\_  
Michael J. Ogaz, Agency Counsel

ATTEST BY:

\_\_\_\_\_  
Mary Lavelle, Agency Secretary

Job No. 3403.01  
February 24, 2009

EXHIBIT A-1

|                 |   |
|-----------------|---|
| Client Initials | Consultant Initials   |
|                 |  |

**ADDITIONAL SERVICES EXHIBIT**

Mr. Jimmy Nguyen  
City of Milpitas  
455 E. Calaveras Blvd.  
Milpitas, CA 95035-5411

RE: South Park Victoria Drive Pavement Rehabilitation (Phase II) – Additional Services

Dear Jimmy:

HMH proposes to provide the following additional services in accordance with the “Changes in Services” section of our agreement dated December 3, 2008. All other terms of our original agreement remain unchanged.

The following additional services identify the project methodology.

I. SERVICES (Items A thru E pertain to previously approved scope of work)

F. Project Management

1. Attend a field review meeting with the City to assess current site conditions between Saratoga Drive and the current project limits at Acadia Avenue.

G. Update PS&E Submittal

Update and re-submit PS&E to the City for final review and comments. Work with the City to resolve any conflicts between the comments of different reviewers.

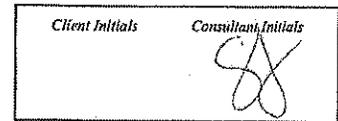
1. Prepare Final Bid Documents

After the site walk has occurred, HMH Engineers will prepare the Final Bid Documents and include the following revisions:

- a) The addition of ADA compliant curb ramps for the intersections at Big Basin Drive, Platt Avenue, Olympic Drive, Lassen Avenue, Glacier Drive, and Acadia Avenue.
- b) Pavement areas previously shown to be treated with slurry seal shall be revised to be enhanced with a 0.13' RACG overlay. Roadway wedge cuts and conforms



EXHIBIT A-1



will be added to the plan set from station 30+50 to station 42+96. Identify and delineate additional areas of digout/inlay within those same limits.

c) Produce construction details that correlate to the revisions noted within item b) above.

d) Identify the manhole covers, monument boxes, and utility boxes that will require adjustments to the new finished grade between station 30+50 and 42+96.

e) Two concrete bus pads will be added to the construction documents.

2. Specifications

Review and update technical specifications using current City and Caltrans Standard Specifications. City will assemble the General and Special Provisions "Boilerplate".

3. Engineer's Estimate

Update the preliminary Estimate of Probable Construction Cost for use in the Bid Documents using standard City and/or Caltrans bid items.

4. Quality Assurance Review

Conduct an internal quality assurance review of the plans and specifications. HMM's quality assurance program provides for independent checking of individual tasks as well as an independent review by experienced senior staff. The purpose of this review is to provide oversight to specific project details by professionals who are not closely involved in the design, and to review the constructability, cost-effectiveness and completeness of design features relative to the normal standard of professional care.



Job No. 3403.01  
February 24, 2009

EXHIBIT B-1

|                 |   |
|-----------------|---|
| Client Initials | Consultant Initials   |
|                 |  |

II. COMPENSATION

A. Basic Services Fee

For providing the services included in the Scope of Services, Client shall compensate Consultant on a charge rate basis in accordance with the Charge Rate Schedule in effect at the time the services are performed.

**Estimated fees are as follows:**

| <u>Description</u>             | <u>Estimated Fees</u> |
|--------------------------------|-----------------------|
| Item F – Project Management    | \$ 500                |
| Item G – Update PS&E Submittal | \$ 5,440              |
| <b>Total Estimated Fee</b>     | <b>\$ 5,940</b>       |

Billings will be made every four weeks for the services performed within the preceding four-week period *payable within 30 days*.

Estimated fees are allowances for services to be performed and unexpended allowances within certain tasks may be reallocated to other tasks, not to exceed total estimated fees for the contract.

B. Extra Work – To be approved in advance

Extra work will be billed on a charge rate basis in accordance with the fee schedule in effect at the time the work is accomplished.

If this agreement is acceptable to you, please execute both copies of the Agreement form, initial each page, and return one original for our file to serve as our notice to proceed with the services.

Should you have any questions or comments, please call me at 408-487-2200.

Very truly yours,

HMH ENGINEERS

  
Steve Loupe, P.E.  
Engineering Manager

