

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

This Amendment is entered into this 19th day of May 2009, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Harris and Associates (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional Engineering services for Street Resurfacing Program 2009, Project No. 8194, on February 17, 2009; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering services for Street Resurfacing Program 2009.

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 \$32,600.00.
3. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated February 17, 2009, 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, May 19, 2009.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

Thomas C. Williams, Executive Director



Harris and Associates
Russ Moore, Vice President

APPROVED AS TO CONTENT:

Greg Armendariz, City Engineer

APPROVED AS TO FORM:

Michael J. Ogaz, Agency Counsel

ATTEST BY:

Mary Lavelle, Agency Secretary

EXHIBIT A-1
Scope of Services

Through this amendment, the following additional streets are added to the Scope of Work for the design of the Slurry Seal 2009 Project. The pavement treatment required for each street and street segment is noted below:

<u>Street</u>	<u>Segment</u>	<u>Treatment</u>
1. Calaveras Ridge Dr	Entire Segment	Slurry Seal
2. Camarillo Court	Entire Segment	Double Slurry Seal
3. Cervantez Court	Entire Segment	Double Slurry Seal
4. Admire Court	Entire Segment	Double Slurry Seal
5. Guerrero Court	Entire Segment	Double Slurry Seal
6. S Milpitas Blvd	Calaveras Bl to Yosemite Dr	Slurry Seal

Improvements for S Milpitas Blvd will include the identification & marking of pavement failure locations, installation of rubberized crack seal, installation of rubberized slurry seal, and final roadway marking treatments. These improvements should be included in the contract documents with the other streets previously identified in the Slurry Seal 2009 Project.

The identification and location of Pavement Failure Locations for Admire Ct, Camarillo Ct, Cervantes Ct, Calaveras Ridge Dr and Guerrero Ct will not be required because City forces will identify and repair any pavement failure locations. The installation of crack seal and rubberized slurry seal treatment for each of these streets though should be included in the Slurry Seal 2009 project improvement plans.

The construction of improvements on S Milpitas Blvd should be identified on the Slurry Seal 2009 project as Bid Alternate 1 thru 3. Each item of work shall include traffic control and mobilization:

- Bid Alternate 1: Base Failures
- Bid Alternate 2: Rubberized Crack Seal
- Bid Alternate 3: Rubberized Slurry Seal/Roadway Markings

The Specifications for the Slurry Seal 2009 program should note a requirement for Bid Alternates 1 and 2 to be completed as the first item of work for the project if approved for construction by the City. The Specifications should also note that Bid Alternate 3 will be completed as a final item of work for the project in October, upon completion of a water main line installation by others, if selected for construction by the City. For each Bid Alternate item the plans and specifications should note the requirement of the contractor to cooperate with other contractors on that street and as required by the City.

The Scope of Work and terms of services will be as specified for the slurry seal project in the Consulting Services Agreement dated February 17, 2009 for the Street Resurfacing Program 2009, Project: 8194.

EXHIBIT B-1
Compensation

The maximum compensation for the design work for Calaveras Ridge Drive, Camarillo Court, Cervantez Court, Admire Court and Guerrero Court will be \$8,000 and \$24,600 for South Milpitas Boulevard from Calaveras Boulevard to Yosemite Drive, for a total of \$32,600. The hourly rates remain the same as shown in the referenced agreement, assuming this additional work will be completed in 2009.

