

**AMENDMENT No. 3 TO AGREEMENT
FOR CONSULTING SERVICES**

This Amendment is entered into this ___th day of _____, 2009, by and between the City of Milpitas, a municipal corporation of the State of California/ the City of Milpitas Redevelopment Agency (hereafter referred to as "CITY" or "RDA") 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 for another site, on June 5, 2007; and

WHEREAS, the parties entered into Amendment No 2 for additional consulting services for design of the subject project site-Calaveras Blvd Bridge Sidewalk Widening, on March 18, 2008; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering services for design, bid and construction support 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, 2010**.
2. Section 1, entitled "Services" is amended by adding **Exhibit "A-Amendment 3"**, which is attached hereto and incorporated by reference herein.
3. Section 2, entitled " Compensation " is amended to add **Exhibit "A-Amendment 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-Amendment 3**" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "**A-Amendment 3**" shall be **\$20,000**.

The total not to exceed amount of the Agreement is now \$218,834.

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.

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/Executive Director

Kimley-Hornand Associates, Inc.

Greg Armendariz, Public Works Director/ City Engineer
as to content

56--885615
Taxpayer identification #

Mike Ogaz, City Attorney/Agency Counsel as to Form

Emma Karlen, Finance Director/Risk Manager

Attested by: Mary Lavelle, City Clerk/Agency Secretary

Exhibit “A-Amendment 3”

The consultant shall provide bid and construction services for the subject project. Tasks may include addressing additional comments from the City or Caltrans on the construction documents (plans, specifications, and estimates), preparing response input to bidder questions, attendance to prebid or preconstruction meeting, justification of Engineer’s Estimate, response input to Contractor RFI’s and submittals and preparation of electronic record drawings (AutoCad, tiff format and mylar) based on contractor markups.

The proposed fee is broken down as follows:

Task	Approximate Hours	Estimated Cost
Bid and Construction Support		
- Caltrans encroachment permit packet issuance	16	\$3,280
- Assistance During Bid and Construction	70	\$14,260
- Record Drawings	12	\$2,460
TOTAL	98	\$20,000

This represents an estimate of the hours and associated costs. We will bill the City actual hours, actual rates per person and material costs expended on these tasks, not to exceed each task’s budget.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization:

**CITY OF MILPITAS & ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS,
CONSULTANTS & VOLUNTEERS**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
 - 2. Exclusions

This insurance does not apply to “bodily injury” or “property damage” occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the Project (other than service, maintenance or repairs) to be performed by or on behalf of the additional Insured(s) at the site of the covered operations has been completed; or
- (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization:

**CITY OF MILPITAS & ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS,
CONSULTANTS & VOLUNTEERS**

Location And Description of Completed Operations:

PROJECT: RD - #097384000 – ON-CALL

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” at the location designated and described in the schedule of this endorsement performed for that insured and included in the “product-completed operations hazard”.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/09

PRODUCER
Ames & Gough
450 Northridge Parkway
Suite 102
Atlanta, GA 30350

1-770-552-4225

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Kimley-Horn and Associates, Inc.
P.O. Box 33068
Raleigh, NC 27636-3068

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

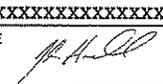
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		OTHER Professional Liability	021234548	12/09/08	12/09/09	Aggregate 2,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
On-call

CERTIFICATE HOLDER

City of Milpitas
455 East Calaveras Blvd.
Milpitas, CA 95035-5411
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT BE AN OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER. THE AGENTS OR REPRESENTATIVES OF THE INSURER SHALL NOT BE RESPONSIBLE FOR THE DELIVERY OF SUCH NOTICE.
 AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

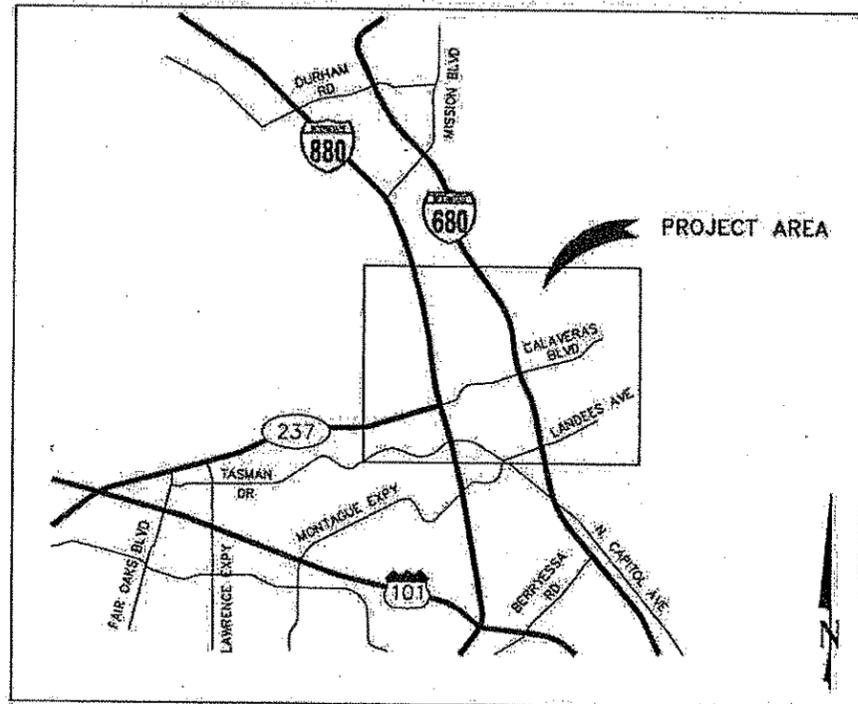
DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

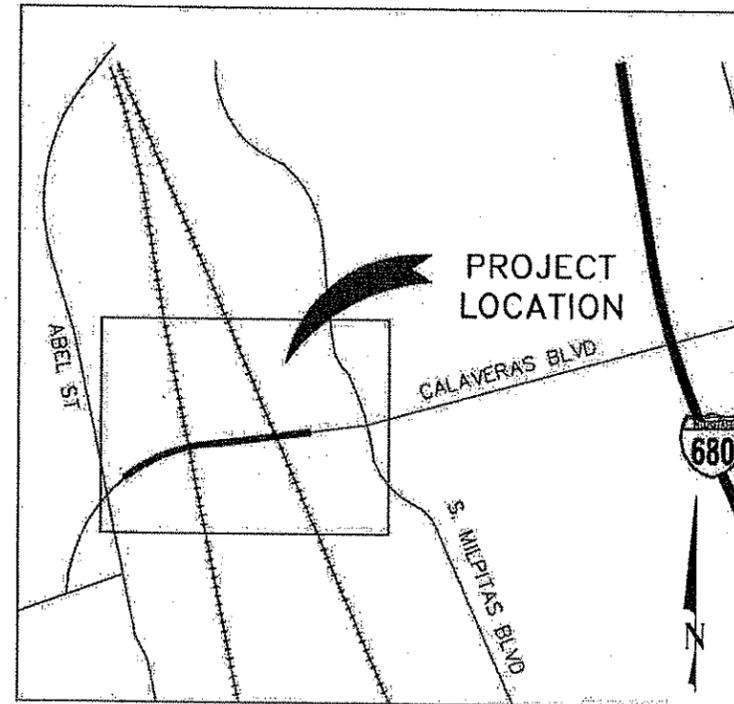
CITY OF MILPITAS CALAVERAS BOULEVARD BRIDGE IMPROVEMENT PROJECT PROJECT NO. 4202 CITY FILE DRWG. NO. 2-1110

SHEET INDEX

- 1 TITLE SHEET
- 2 GENERAL NOTES
- 3-5 HORIZONTAL CONTROL PLANS
- 6 SIGNING AND STRIPING PLANS
- 7 TYPICAL CROSS SECTION PLAN
- 8 CONSTRUCTION DETAILS
- 9-12 TRAFFIC AND PEDESTRIAN HANDLING PLANS



VICINITY MAP
NTS



LOCATION MAP
NTS



CALIFORNIA DEPARTMENT OF TRANSPORTATION			
APPROVED FOR TRAFFIC FEATURES AFFECTING STATE FACILITIES		DATE	
COUNTY	ROUTE	PM	PERMIT NUMBER/EA
SANTA CLARA	237	3.90-10.20	

CALTRANS ENCROACHMENT PERMIT NO: _____

Kimley-Horn and Associates, Inc.
355 12th Street, Suite 1220
Oakland, California 94607
Tel. No. (510) 422-0712
Fax No. (510) 422-0111
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Proposed Encroachments
Public Works Inspector
Greg Appenzell 5/20/09
Signature & Seal
P.E. No. 65157 4/30/09
DATE

Submittal Log:			Revisions		
NO.	DESCRIPTION	DATE	NO.	DESCRIPTION	DATE



CALAVERAS BOULEVARD BRIDGE IMPROVEMENT PROJECT

TITLE SHEET

RECOMMENDED FOR BIDDING BY:	PROJECT NO. 097384004
DATE:	CITY NO. 4202
APPROVED FOR BIDDING BY:	SHEET NO. 1 OF 12
DATE:	

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