

**AMENDMENT No. 5 TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 15th day of September 2009, 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. 7101), 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 entered into an Agreement Amendment to allow CONSULTANT to provide additional professional engineering and design services for a new control room for the pump station, April 1, 2008.

WHEREAS, the parties entered into an Agreement Amendment to allow CONSULTANT to provide additional professional engineering and design services for chemical building, perform solar feasibility study, provide construction support services, design of SCADA for new instrumentation, provide water quality monitoring and injection for the pump station, October 7, 2008.

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering and design services for the re-design of control building and chemical building for higher structural requirements to comply with critical facility occupancy, provide additional support for added chemical, electrical and instrumentation modifications, and additional construction administration support services.

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 of Section 1.1 ("Term of Services") is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2010, and Consultant shall complete all the

work described Exhibit A and its amendments prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8.”

2. Exhibit A (“Scope of Services”) of the Agreement is modified by the addition of a new Exhibit A-5, which is attached to this Fifth Amendment.

3. Exhibit B (“Compensation Schedule, Personnel and Rates”) of the Agreement is modified by the addition of a new Exhibit B-5, which is attached to this Fifth Amendment.

4. Section 2 (“Compensation”) of the Agreement is amended by adding the following sentence at the end of the section:

“The total not to exceed amount of compensation for tasks outlined in Exhibit A-5 shall be \$236,139.00. This results in a total contract not to exceed amount of \$1,287,943.00.”

5. 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.

6. All other provisions of the Agreement shall remain in full force and effect.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

Greg Armendariz
City Engineer as to content

Dana Hunt. V.P

Thomas C. Williams
City Manager

Michael J. Ogaz
City Attorney as to Form

ATTESTED BY:

Mary Lavelle
City Clerk