

DRAFT

AMENDMENT NO. 2 TO AGREEMENT FOR CONSULTATION AND OTHER SERVICES

This Amendment is entered into this 2nd day of March 2010, 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 Pavement Resurfacing – Jobs for Main Street Act 2010.

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-2", which is attached hereto and incorporated by reference herein.
2. Section 2, entitled "Compensation" is amended to add Exhibit "B-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-2" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "B-2" shall be \$50,000.

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.
4. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2010.

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, March 2, 2010.

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-2

(SCOPE OF CONSULTANT'S DUTIES AND SERVICES)

EXHIBIT A-2
Scope of Services

PROJECT UNDERSTANDING

Through this amendment, consultant will provide additional engineering services for the Street Pavement Resurfacing – Jobs for Main Street Act 2010. The streets included in the resurfacing project will include:

- Milpitas Boulevard (between Hanson Court and Northerly City Limit)
- Dixon Road (between Milpitas Boulevard and Easterly End)
- Arizona Avenue (between Washington Drive and Tiny Street)
- Washington Drive (between Milpitas Boulevard and Arizona Avenue)
- Abel Street (between Milpitas Boulevard and Marylinn Drive)

The consultant's scope of work will include preparing the California Department of Transportation (Caltrans) Local Assistance documentation; providing DBE coordination and Annual Anticipated DBE Participation Level (AADPL) update service; and preparing final project plans. The City will prepare the specifications and the estimate for the project.

SCOPE OF WORK

Task 1: Project Management

Task 1.1 Project Management. Consultant project management functions shall include monitoring the schedule and budget of each project; ensuring the delivery of submittals and conformance with applicable standards of each project; and facilitating verbal and written communication through meetings, project documentation, and progress reports.

Task 1.2 Review Meetings. After every submittal (95%, and 100%), the Consultant shall participate in a review meeting with the City to discuss and resolve comments. Consultant shall prepare minutes for these meetings and a written response to comments, as well as summarize action items.

Task 1.3 Quality Assurance/Quality Control (QA/QC). All deliverables produced by the Consultant shall be checked prior to submission to the City. The Consultant will utilize staff who is not affiliated with the project on a day-to-day basis.

Task 2: Caltrans Local Assistance Documentation

Task 2.1 Field Review and Preliminary and Environmental Studies (PES) Forms. Consultant will prepare the Field Review and Preliminary Environmental Studies (PES) Forms including reviewing and compiling relevant literature, maps, and inventories.

Task 2.2 Caltrans Field Review Meeting. Consultant will attend the Caltrans Field Review meeting to address questions pertaining to the Field Review and Preliminary Environmental Studies (PES) Forms.

Task 2.3 DBE Coordination. Consultants will provide DBE coordination services including individual project Annual Anticipated DBE Participation Level (AADPL)

EXHIBIT A-2 Scope of Services

updates, review bidder DBE submittals, update City AADPL for Federal Fiscal Year (FFY) 2010-2011, and coordinate with Caltrans Local Assistance on DBE related issues.

Task 3: Final Plans

Task 3.1 Draft Final (95%) and Final Plans (100%). Under a separate agreement, preliminary plans (65%) have been prepared for the project. Consultant will prepare draft final and final plans, which incorporate City comments and add City-furnished data as well as traffic signal modification details. The final plans will be signed by a registered professional engineer from the City staff. Electronic submissions of the plans will be in AutoCAD (.dwg) and Adobe Acrobat (.pdf) format. The final hard copy submittal will be on mylar.

Task 4: Reimbursables and Reproductions

Task 4.1 Reimbursables and Reproductions. Deliverables requiring reproduction will be provided to the City. Consultant will provide 7 hard copies and one electronic copy of each deliverable. Reimbursable expenses shall not include meals, travel, lodging, per diem, internal reproductions, telephone, telecommunications, or network costs.

SCHEDULE

A project schedule using Microsoft Project shall be prepared and maintained by the Consultant.

COMPENSATION

The maximum compensation to the Consultant for these services is identified in Exhibit B-2.

EXHIBIT B-2

(Payment by CITY: Time and Manner of Payment)

**EXHIBIT B-2
Compensation Schedule**

CITY OF MILPITAS								
Street Pavement Resurfacing - Jobs for Main Street Act 2010								
Level of Effort								
								Date: 2/24/10
Hours								
Task Description	PD	PM	PE	CLERICAL	CSG (Sub)	Traffic Patterns (Sub)	Reimbursables	FEE
Hourly Rate (per Standard Hourly Rate Schedule) ²	\$ 230	\$ 200	\$ 150	\$ 85				
1.0 Project Management								
1.1 Project Management and Administration	2	8		2				\$ 2,230
1.2 Project Meetings (2- review meetings)		4		2				\$ 970
1.3 Quality Assurance/Quality Control		2						\$ 400
Subtotal	2	14	0	4	\$0	\$0	\$0	\$ 3,600
2.0 Caltrans Local Assistance Documentation								
2.1 Field Review and Preliminary Environmental Studies (PES) Forms ^{3,4,5}		2	16					\$ 2,800
2.2 Caltrans Field Review Meeting ⁶			8					\$ 1,200
2.3 DBE Services ⁶		1	4		\$ 5,000			\$ 5,800
Subtotal	0	3	28	0	\$5,000	\$0	\$0	\$ 9,800
3.0 Final Plans								
3.1 Draft Final and Final Plans ⁵		4	8	2		\$ 15,000		\$ 17,170
3.2 Reimbursables and Reproductions							\$ 1,000	\$ 1,170
Subtotal	0	4	8	4	\$0	\$15,000	\$1,000	\$ 18,340
Subtotal	2	21	36	8	\$5,000	\$15,000	\$1,000	\$ 31,740
Subconsultant & Reimbursable Markup (10%)					\$ 500	\$ 1,500	\$ 100	\$ 2,100
TOTAL					\$5,500	\$16,500	\$1,100	\$ 33,840
4.0 Other Services								
TOTAL (not to exceed)								\$ 50,000

ASSUMPTIONS:

- Services will be in accordance to the Scope of Work. Additional services beyond the Scope of Work will require amendment to the Agreement.
- Rates are subject to adjustment due to promotions during the effective period of this schedule. A new rate schedule will become effective January 1, 2011. Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as vehicles, mileage, equipment, computers, communications, and reproduction (except large quantities such as construction documents for bidding purposes).
- Fee does not include engineering investigation including, but not limited to, pavement condition evaluation, land survey, and subsurface investigation.
- City will field verify research findings from literature, maps, and inventories. Fee does not include preparation of technical studies or permits.
- City will provide project description, project maps, funding data, engineering design data, specifications, estimates, record drawings/as-built plans, subsurface data, utility data, and technical information from other resource and regulatory agencies.
- City will provide copies of bidder DBE submittals and bids.