

**AMENDMENT No. 6 TO AGREEMENT  
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 23rd day of November, 2010, 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 entered into an Agreement Amendment 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, on September 15<sup>th</sup>, 2009.

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional support services and field testing during the commissioning of new electrical and instrumentation equipment.

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 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 **June 30, 2011**.

2. Section 1, entitled "Services" is amended by adding Exhibit "A-6", which is attached hereto and incorporated by reference herein.
3. Section 2, entitled "Compensation " is amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibit "A-6" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "A-6" shall be \$95,000.00. This results in a total contract amount of \$1,382,943.00.

4. 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.
5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of \_\_\_\_\_

APPROVED BY:

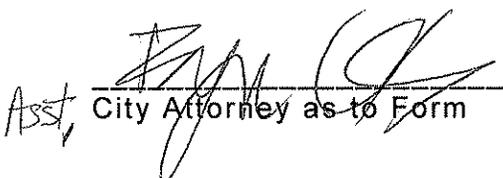
CITY OF MILPITAS

CONSULTANT

\_\_\_\_\_  
City Engineer as to content

  
Michael Thalhammer, V.P.

\_\_\_\_\_  
City Manager

  
Asst. City Attorney as to Form

ATTESTED BY:

\_\_\_\_\_  
City Clerk

EXHIBIT A-6  
PSOMAS  
SCOPE OF WORK AND FEE  
FOR AMENDMENT NO. 6  
CITY OF MILPITAS  
GIBRALTAR RESERVOIR AND PUMP STATION IMPROVEMENTS  
CITY PROJECT NO. 7101

The following work tasks are to be included as part of the Scope of Services as described in Exhibit A of the Consulting Services Agreement between the City of Milpitas and Dodson Psomas, dated April 3, 2007, as follows:

Task 5 – Additional Support During Construction

- ◆ The scope and budget for engineering services during construction has been exhausted prior to completion of the project due to a significantly higher level of effort that has been expended to assist the Contractor and its subcontractors on the project. Additional services during construction phases of the project have been requested in support of Start Up and Commissioning by the City for the project and that were not included in the original Agreement or in prior amendments.
- ◆ Additional services include the following:
  - Additional submittal reviews, including resubmittals and O&M manuals.
  - Additional RFI's, review of Potential Change Orders, and general consultation to the City.
  - Design changes, estimating changes
  - Factory test witnessing
  - Commissioning observation on the field
  - On Site meetings
  - Witnessing control system startup and testing
  - Punch list, coordination
  - As-Built Drawings