

Project No: 7102
Project Name: Ayer Reservoir and Pump Station Improvements

**AMENDMENT # 2 TO AGREEMENT
FOR CONSULTING SERVICES**

This Amendment is entered into this 4th day of January, 2011, by and between the City of Milpitas, (herein referred to as the "City") and Winzler & Kelly (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the CITY and CONSULTANT (hereafter collectively referred to as the Parties) entered into an Agreement for professional Engineering services for Ayer Reservoir and Pump Station Improvements, (Project No.7102), on October 6, 2009; and

WHEREAS, the Parties entered into an Agreement Amendment to extend the contract expiration date to June 30, 2011.

WHEREAS, the Parties desire to amend the Agreement to allow CONSULTANT to provide additional support services during construction and commissioning of the new electrical and instrumentation.

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 "A-2" shall be \$45,100.00 This results in a total contract amount of \$83,500.00.

3. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **October 6, 2009**, between **Winzler & Kelly** 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. 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

WINZLER & KELLY.

Greg Armendariz, City Engineer

Yousra Tilden, Sr. Project Manager

Thomas C. Williams, City Manager

Bryan M. Otake, Assistant City Attorney

ATTESTED BY:

Mary Lavelle, City Clerk

**Exhibit A- Scope of Work
Amendment No. 2**

**City of Milpitas
Ayer Reservoir and Pump Station Improvements**

Based on our understanding of the project and the direction provided by the City during our meeting on October 21, 2010, Winzler & Kelly will perform the following additional scope of work:

Winzler & Kelly will modify the plans and specifications to reflect results from the pump and motor testing. Winzler & Kelly will also add the additional design elements to the plans and specifications:

- Installing a slotted drain pipe/trench drain to the existing catch basin
- Paint Ayer Reservoir and the two Gibraltar Reservoir.
- Abandon existing 2" galvanized water pipe and install 2" copper pipe instead
- Paint surge tank
- Recoat pump laterals and discharge pipe and motor
- Verify that pumps, motors and VFDs meet requirements for seismic category #4 for essential buildings.

The City will be providing W&K with the following items:

- The City will conduct the necessary survey for the slotted trench installation and design and provide the results of the survey.
- Shop drawings of the electrical cabinets and existing coatings
- Gibraltar as built drawings.
- Completed front end boilerplate documents to be included in the Final contract documents. Boilerplate documents consist of: all bid forms, construction agreement, general and supplementary conditions of the agreement.

Winzler & Kelly will prepare the 100% contract documents including complete plans and specifications, including Bid Schedule, Submittal List, List of Documents, Sequence of Construction, technical specifications and probable estimate of construction cost. The specifications for the pump are expected to be sole-sourced to match the existing equipment and /or standard equipment.

The 100% submittal will undergo a quality assurance process per Winzler & Kelly internal standard procedures prior to submitting the documents for City review.

Winzler & Kelly will meet with the City to go over their review comments and then incorporate the City's 100% Submittal review comments into the Final Plans and Specifications. The final documents will be complete and ready for reproduction and bid solicitation.

Winzler & Kelly will also provide engineering services during construction. We will attend the pre-construction meeting. We will review up to ten (10) submittals and the RFIs

Exhibit A - Scope of Work, Amendment No. 2
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submitted by the Contractor, and attend site visits (assume six (6) meetings for budgeting purposes).

Winzler & Kelly will also provide the project management including preparing invoices and progress reports, schedule and schedule updates, and progress meetings.

The following is a summary of the project deliverables:

- Five (5) sets of half-sized 100% plans and specifications.
- One (1) engineers' estimate of 100% probable construction costs
- Five (5) sets of half-sized final plans and specifications;
- One (1) engineer's estimate of final probable construction costs
- One (1) CDROM with electronic files (pdf plans and specifications)
- One(1) hard copy and one electronic file of each submittal and RFI.

Exhibit B - 2
Fee Estimate
for
Basic Engineering Services
Amendment No. 2

Task Description	Project Manager Yousra Tilden	Staff Engineer R. Houser	Structural Engineer S. Burns	QA/QC S. Doctor	Electrical Engineer E. Penn	CAD S. Dove B. Thom	Clerical / Admin TBD	subtotal labor hours	labor cost	expenses	consumables [\$/hr]	subtotal expenses	subtotal cost
	\$ 200	\$ 175	\$ 145	\$ 210	\$ 140	\$ 115	\$ 95				\$ 6.00		
100% Plans and Specifications													
civil/mechanical design	2	20	4	-	-	-	-	26	\$ 4,480	\$ -	\$ 156	\$ 156	\$ 4,600
electrical design	1	-	-	-	8	-	-	9	\$ 1,320	\$ -	\$ 54	\$ 54	\$ 1,400
engineers' estimate	1	4	-	-	1	-	-	6	\$ 1,040	\$ -	\$ 36	\$ 36	\$ 1,100
QA/QC	2	-	-	-	-	-	-	6	\$ 1,240	\$ -	\$ 36	\$ 36	\$ 1,300
100% plans and specifications	2	12	2	-	4	24	4	48	\$ 6,480	\$ 250	\$ 288	\$ 538	\$ 7,000
Attend review meeting	2	4	-	-	-	-	-	6	\$ 1,100	\$ 120	\$ 36	\$ 156	\$ 1,300
Final Plans and Specifications													
finalize plans and specifications	2	10	1	2	2	12	-	29	\$ 4,375	\$ 150	\$ 174	\$ 324	\$ 4,700
engineers' estimate	2	2	1	-	2	-	-	7	\$ 1,175	\$ -	\$ 42	\$ 42	\$ 1,200
Construction Phase Design Services													
attend pre-construction meeting	2	8	-	-	4	-	-	14	\$ 2,360	\$ 100	\$ 84	\$ 184	\$ 2,500
respond to contractor RFIs (up to 10)	2	10	1	-	10	-	-	23	\$ 3,695	\$ -	\$ 138	\$ 138	\$ 3,800
respond to contractor submittals (up to 10)	2	10	1	-	10	-	-	23	\$ 3,695	\$ -	\$ 138	\$ 138	\$ 3,800
attend site visits (assume 6 mtgs)	-	40	-	-	8	-	-	48	\$ 8,120	\$ 720	\$ 288	\$ 1,008	\$ 9,100
Project Management	12	-	-	-	-	-	8	20	\$ 3,160	\$ -	\$ 120	\$ 120	\$ 3,300
subtotal hours	32	120	10	6	49	36	12	265	\$ 42,250	\$ 1,340	\$ 1,590	\$ 2,930	\$ 45,100