

**SECOND AMENDMENT TO THE AGREEMENT FOR  
CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 21st day of February, 2012, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Camp Dresser & McKee, Inc. (hereafter referred to as "CONSULTANT").

**RECITALS**

**WHEREAS**, the parties entered into a Consulting Services Agreement for professional engineering services for the 2007 and 2008 Subtitle D review on August 3, 2009 with an expiration date of August 2, 2014; and

**WHEREAS**, the parties amended the Agreement on October 18, 2011 for professional engineering services for the 2009 Subtitle D review; and

**WHEREAS**, the parties desire to further extend the Agreement to provide for additional CONSULTANT services.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. Section 1.1, entitled "Term of 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 \$8,710 in Exhibit B-2, which is attached hereto and incorporated by reference herein. Section 2 is further amended by changing the following at the beginning of the Section:

City hereby agrees to pay Consultant a guaranteed maximum price not to exceed thirty eight thousand six hundred twenty dollars (\$38,620) for all services to be performed and reimbursable costs incurred under this Agreement.

3. The CONSULTANT agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated August 3, 2009, between CONSULTANT and CITY. The CONSULTANT shall provide CITY with renewal certificates of the current policies upon 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 on **this page**.

CITY OF MILPITAS

CONSULTANT

\_\_\_\_\_  
Thomas C. Williams, City Manager

\_\_\_\_\_  
Stephen R. King, Associate

AS TO FORM:

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

AS TO CONTENT:

\_\_\_\_\_  
Greg Armendariz, Public Works Director/City Engineer

## **Exhibit A-2 (Scope of Consultant's Duties and Services)**

### **Introduction**

The purpose of this scope of work is to describe the tasks required to evaluate the claim submitted by Allied Waste Industries (Allied) for reimbursement of costs incurred due to regulatory changes at the Newby Island Landfill for calendar year 2010. CDM Smith Inc. (CDM Smith) will evaluate the claims for consistency with the provisions of the Disposal Agreement between Allied and the City of Milpitas (City) dated September 2, 1986. The claim evaluation process will consist of CDM Smith assessing documents prepared by Allied justifying the claim, and reviewing the appropriate permits and regulations governing the landfill disposal operations.

### **Task 1 – Review of Allied Documentation**

Allied submitted to the City of Milpitas information documenting their request for cost reimbursement due to regulatory changes at the Newby Island Landfill for the year 2010. CDM Smith will evaluate the applicability of the claim presented for reimbursement. The claim will be evaluated with respect to the criteria established in the Disposal Agreement between the City and Allied.

### **Task 2 – Letter Report Preparation**

A draft letter report will be prepared for the claim period, documenting the evaluation performed under Task 1. The letter report will consist of four sections; Introduction, Regulatory Framework, Vendor Invoice Analysis, and Claim Calculation. The final report will be prepared after receipt of City and Allied review comments.

### **Task 3 – Project Meetings**

CDM Smith will participate in a project meeting with the City to review the findings of the 2010 claim review. The purpose of the meeting is to discuss significant issues identified in CDM Smith's evaluation of Allied's claim. This meeting would be scheduled after receipt of comments from Allied on the draft letter report.

If necessary, a meeting or conference call will be held with Allied to resolve any issues identified in Allied's review of CDM Smith's draft report. The objective of the meeting is to develop a consensus on the applicability of all claim items. The final report will be prepared, incorporating decisions made at this meeting, to complete the claim reimbursement process.

### **Schedule**

The Task 2 draft letter report for the 2010 claim period will be submitted within 3 weeks after the receipt of the Notice to Proceed (NTP) from the City. Meetings will be scheduled by the City as needed to facilitate the claim reimbursement project.

## **Professional Team**

### **Wayne Pickus, PE- Project Manager**

Mr. Pickus has over 30 years of experience in the areas of sanitary landfill engineering and waste management. His responsibilities have involved the planning and engineering of solid waste management facilities including sanitary landfills, sludge processing facilities, transfer stations, material recovery facilities, and recycling centers. Mr. Pickus has performed the role of site operations engineer at four sanitary landfills and hazardous waste disposal sites over an eight-year period ranging in size from 2,000 to 13,000 tons per day. He has extensive experience working within the regulatory environment governing the permitting and operation of sanitary landfills in California. Mr. Pickus has conducted reimbursement claim reviews for the Newby Island Landfill every year since 1989.

### **James Kim, PE - Staff Engineer**

Mr. Kim has performed the review of Allied's claim for reimbursement due to regulatory changes for the 2007 and 2008 reporting periods. He is an environmental engineer experienced with hydraulic evaluation of water distribution systems and pump stations, master plans and the design of distribution pipelines. Mr. Kim has experience with the state and Federal environmental regulations governing water treatment and waste management facilities.

Exhibit B-2 Compensation Schedule  
 CDM Smith, Inc.  
 City of Milpitas  
 Billing Rate Schedule  
 Effective January 1, 2012

PROFESSIONAL AND SUPPORT SERVICES	BILLING RATES <sup>1</sup>
Vice President/Senior Vice President	\$195.00 – 260.00
Principal, Associate & Engineer/Scientist (Grade 7 & 8)	160.00 – 250.00
Senior Engineer/Scientist (Grade 6)	150.00 – 205.00
Engineer/Scientist (Grade 4 & 5)	100.00 – 180.00
Staff Engineer/Scientist (Grade 1, 2, & 3)	80.00 – 135.00
Draftsperson/Designer	65.00 – 120.00
Contract Administrator	55.00 – 110.00
Secretary/Word Processor	55.00 – 125.00

The above are based on regular rates current at the time of execution of this Agreement. If the regular rates of the employee are increased during the life of this Agreement, billing and payment will be at the increased regular rates for the applicable period of time.

Other Direct Costs

Other reimbursable direct costs, **not to exceed \$100 for this assignment**, shall be billed at 1.10 actual costs to cover administrative services and handling. These reimbursable costs include, but are not limited to:

- Travel: Air Fare, Auto Rental, Local Mileage (\$0.55/mile)
- Subsistence: Lodging and Meals
- Communications: Long Distance and Cellular Telephone, Fax, Postage, and Courier Services
- Printing: Internal Reproduction, \$1.00/sheet Color); Outside Printing Services
- Computer and Word Processing Services
- Equipment Rental

**Escalation Clause**

The prices quoted for the items listed shall not change, unless there is a price decrease, during the initial contract term. However, the consultant may request, and the City may allow, subject to approved budgeted appropriations, a price increase effective on the anniversary of each renewal term. The consultant must submit to City, sixty (60) days prior to renewal, evidence to justify requests for price increases.

Requests for price increases shall not exceed the annual change in the Consumer Price Index (CPI-U) for All Urban Consumer, US City Average. All items, index based on the latest available listing prior to contract renewal period. For the initial contract period, this would be the CPI-U index in effect as of August 3, 2009 through August 2, 2014 contract period. This same method will be used for renewal period, if awarded, utilizing the future CPI-U Index listings

**Budget**

2010 Subtitle D Review										
Second Amendment to the August 3, 2009 Consulting Services Agreement										
Evaluation of the 2010 Claim for Reimbursement by Newby										
Task	Description	Island Landfill				CDM Smith Hours	CDM Smith Labor Costs (\$)	Subcon sultant	ODCs (\$)	TOTAL (\$)
		Project Manager	Staff Engineer	Word Processing	Admin					
1	Review of Allied Documentation	\$240/hr 4	\$135/hr 18	\$90/hr 0	\$90/hr 0	22	\$3,390	\$0	\$0	\$3,390
2	Letter Report Preparation	4	16	6	6	32	\$4,200	\$0	\$100	\$4,300
3	Project Meetings	2	4	0	0	6	\$1,020	\$0	\$0	\$1,020
<b>Total</b>		<b>10</b>	<b>38</b>	<b>6</b>	<b>6</b>	<b>60</b>	<b>\$8,610</b>	<b>\$0</b>	<b>\$100</b>	<b>\$8,710</b>

"The total all-inclusive maximum price for Tasks 1, 2 and 3, as described in Exhibit A, is not to exceed \$8,710. The CITY shall pay CONSULTANT monthly based on actual hours of service provided during the invoice period. Bill rates will be applied as indicated above and on the Exhibit B- Compensation Schedule. Escalation of billing rates will be allowed as presented on Exhibit B.