

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

This Amendment is entered into this ___ day of August, 2012, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and RMC Water and Environment, Inc. (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into a Consulting Services Agreement for professional engineering services for BART Extension on March 1, 2011 with an expiration date of December 31, 2011; and

WHEREAS, on August 16, 2011, the parties increased the scope of work and extended the term of the agreement with an expiration date of June 30, 2012; and

WHEREAS, on May 10, 2012, the parties extended the term of the agreement with an expiration date of October 31, 2012; and

WHEREAS, the parties desire to increase the scope of work and extend the term of the agreement with an expiration date of October 31, 2013 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, entitled "Term of Services" is amended by adding Exhibit A-3, which is attached hereto and incorporated by reference herein.
2. 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 October 31, 2013, the date of completion specified in Exhibit A-3.
3. Section 2, entitled "Compensation", is amended to add \$387,048 in Exhibit B-3, 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 eight hundred and seven thousand one hundred sixteen dollars (\$807,116) for all services to be performed and reimbursable costs incurred under this Agreement.
4. The CONSULTANT agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated March 1, 2011, between CONSULTANT and CITY. The CONSULTANT shall provide 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 the date first written on this page.

CITY OF MILPITAS

CONSULTANT

Thomas C. Williams, City Manager

Steve Bui, Vice President

APPROVED AS TO FORM

Michael J. Ogaz, City Attorney

EXHIBIT A-3

Scope of Services

The City of Milpitas desires Consultant support to assist with the BART Extension Project, and backfill for City staff on other various City Capital Improvement Projects. The Consultant shall assign Isaac Serrano as one of the team members to perform this work and expect that his work shall be 40 hours per standard work week, excepting City holidays and personal leave, for the duration of the agreement.

Task 1 - BART Extension Support Services

Consultant shall provide professional engineering support services for the BART project. Duties shall include:

- Review documents, such as plans, specifications, performance criteria, maps, submittals
- Coordinate City support services during construction activities. Review and responses to RFI and Submittals.
- Research maps and records
- City support services on draft documents, such as plans, specifications, performance criteria, maps
- Attend coordination meetings
- Prepare documents, such as maps, charts, memos, meeting minutes
- Track utility relocations
- Manage and maintain documents
- Assist Milpitas staff as needed
- Water and Sewer system modeling as needed to support utility relocation work
- Contract management, including support, review, and invoicing

Task 2 - Various City Capital Improvement Projects

Consultant shall provide professional engineering support services for the City's various Capital Improvement Projects.

Duties shall include:

- Review documents, such as plans, specifications, performance criteria, maps, submittals
- Research maps and records
- Coordinate City responses on draft documents, such as plans, specifications, performance criteria, maps
- Attend coordination meetings
- Prepare documents, such as maps, charts, memos, meeting minutes
- Review CIP invoices
- Prepare change orders
- Manage documents
- Assist Milpitas staff as needed
- Contract management, including support, review, and invoicing

All work shall be completed by October 31, 2013

**EXHIBIT B-3
 COMPENSATION SCHEDULE**

Base Proposal - 6 months

	Principal		Senior Project Engineer		Project Engineer		Senior Admin		Labor Cost	Expense s	Total
Hourly Rate	\$211.50		\$193.50		\$150.00		\$85.50				
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost			
Task 1	8	\$1,692	80	\$15,480	960	\$144,000	20	\$1,710	\$162,882	\$770	\$163,652
Task 2	4	\$846	16	\$3,096	160	\$24,000	20	\$1,710	\$29,652	\$220	\$29,872
Totals	12	\$2,538	96	\$18,576	1120	\$168,000	40	\$3,420	\$192,534	\$990	\$193,524

Note:

- Budget assumes 6 month duration from October 1, 2012 to March 31, 2013.

Proposal for additional 6 months for each task

	Principal		Senior Project Engineer		Project Engineer		Senior Admin		Labor Cost	Expense s	Total
Hourly Rate	\$211.50		\$193.50		\$150.00		\$85.50				
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost			
Task 1.A	8	\$1,692	80	\$15,480	960	\$144,000	20	\$1,710	\$162,882	\$770	\$163,652
Task 2.A	4	\$846	16	\$3,096	160	\$24,000	20	\$1,710	\$29,652	\$220	\$29,872
Totals	12	\$2,538	96	\$18,576	1120	\$168,000	40	\$3,420	\$192,534	\$990	\$193,524

Note:

- Budget assumes additional 6 month duration from April 1, 2013 to September 30, 2013.