

**FOURTH AMENDMENT TO THE MASTER AGREEMENT  
BETWEEN THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
AND THE CITY OF MILPITAS RELATING TO THE SILICON VALLEY  
RAPID TRANSIT PROGRAM BERRYESSA EXTENSION PROJECT**

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This Fourth Amendment to the Master Agreement Between the Santa Clara Valley Transportation Authority and the City of Milpitas Relating to the Silicon Valley Rapid Transit Program Berryessa Extension Project (“Fourth Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Milpitas, a general law city of the State of California (hereafter referred to as “City”) and the Santa Clara Valley Transportation Authority, a public transit district (hereafter referred to as “VTA”) (collectively, the “Parties”). This Fourth Amendment becomes effective upon the date listed above.

**RECITALS**

WHEREAS, the Parties entered into a Master Agreement to memorialize the Parties’ consultation and cooperation, define their respective rights and obligations, and ensure future cooperation between VTA and the City in connection with the Silicon Valley Berryessa Extension Project (“Project” or “SVBX”), on September 10, 2010 (hereafter referred to as the “Master Agreement”) and the Parties entered into Amendment No. 1, on September 8, 2011, Amendment No. 2 on December 7, 2011, and Amendment No. 3 on June 7, 2012 to refine and increase the work scope; and

WHEREAS, the Master Agreement and Amendments address the relationship and responsibilities between the Parties regarding the City municipal infrastructure that is affected by the SVBX construction; and

WHEREAS, the City Work Plan described in Exhibit B contains an estimate of the City support provided to the Project, such as attending coordination meetings, reviewing plans, issuing encroachment permits, and performing inspections; and

WHEREAS, the Parties desire to increase the scope of work and extend the term of the Work Plan beyond September 30, 2012.

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

Section A. Delete Exhibit B City Work Plan and insert a new Exhibit B City Work Plan attached hereto and incorporated by reference herein.

Section B. Add new Exhibit G titled Pass-Through Expenses attached hereto and incorporated by reference herein.

Section C. All other provisions of the Master Agreement shall remain in full force and effect.

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

Michael T. Burns

General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_

General Counsel

CITY OF MILPITAS

By: \_\_\_\_\_

City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_

City Attorney

## Exhibit B City Work Plan

Exhibit B contains the City Work Plan, which is an estimate of City support for the Project. Hourly staff rates reflect those adopted by the Milpitas City Council as of April 1, 2011 with overhead burden in accordance with the City's adopted Cost Allocation Study. These rates are fixed and are not subject to escalation. Table B-1 describes City services to be provided for the immediate future. These services are examples of the types of services expected to occur within the general time frames and are not intended to be an all-inclusive list. Consultant services are also included in Table B-1. Refer to Exhibit G for Pass-Through Expenses.

Table B-1 Description of City Services

Task	Description	Costs	Estimated Cost	Accumulated Total
1	Estimated balance for October 1, 2012: \$126,800.			
2	The value of Exhibit B: \$1,300,000 The value of Exhibit G: \$260,000 The total value of the work for the next 12 months is estimated to be \$1,560,000. VTA shall make four equal installment deposits totaling \$1,450,000 in a timely fashion such that the deposit balance does not drop below \$50,000 at any time.			
3	a) Post Award 2012-2013 includes but is not limited to: coordination meetings, right of way and easement requirements, construction contract amendments, expedited Piper Drive, expedited Dixon storm pipeline, DB Contractor submittals; permits, inspections, outreach, reimbursements. Estimated level of work is 430 hours per month. Due to reduced staffing level and absorption of some public works tasks by engineering, City must supplement in-house staff with	6 people x 30 hours/ month = 180 hours x 12 months = 2,160	\$350,000	\$350,000

	consultant support for this effort. Assume in-house effort at 180 hours per month with 250 hours per month covered by Consultants (see item 3d below). Includes efforts for the period October 1, 2012 through September 30, 2013.			
	b) RMC	Estimate 200 hours per month x 12 months x \$155/hour average	\$367,000	\$717,000
	c) Schaaf & Wheeler – miscellaneous storm drain/flood plain support.	10 hours per month x 12 months x \$180/hour	\$20,000	\$737,000
	d) Supplemental consultant support to backfill for Steve Erickson while he is on other assignments and provide additional support if necessary.	250 hours per month x \$180 /hour x 12 months	\$540,000	\$1,277,000
	e) Right of Way/ Easement /License review for required work due to project impacts (does not include betterment).	80 hours x \$210 per hour	\$16,500	\$1,293,500
	f) Special inspection/testing.		\$5,000	\$1,298,500
	g) Reimbursement for printing.	15,000 sheets x \$0.10/sheet	\$1,500	\$1,300,000

## Exhibit G Pass-Through Expenses

Exhibit G contains Pass-Through Expenses, which are an estimate of City support for the Project. Table G-1 provides an itemized list with the basis for the costs.

Table G-1 Itemized Costs

Task	Description	Costs	Estimated Cost	Cumulative Total
1	a) Differential between SCVWD and SFPUC wholesale water price during July 2012 shutdown of 42 inch (wholesale rates \$1.657 versus \$2.93 per hcf). Volume is based upon actual metered and reservoir use during the 11-day shutdown.	3,607,700 gal per day x 1 hcf/748 gal x \$1.273/hcf x 11 days	\$67,538	\$67,538
	b) Differential between SCVWD and SFPUC wholesale water price during second shutdown TBD. Two variables –time of year and unit rate.		\$67,538	\$135,076
2	a) Pass-through June 2012 additional power costs for running Gibraltar Pump Station during first 42 inch shutdown. City typically runs one pump 8-10 hours per day. During shutdown it was necessary to run the pump continuously for eleven days since the alternate SFPUC turnout is much smaller than the normal SCVWD supply turnout. Calculate a weighted average = (9 hours x 20 days) + (24 hours x eleven days) all divided by 30 days = 14.8 hours per day average. This is an increase of 64% over a typical month.	Use 64% of March 2012 bill	\$7,412	\$142,488
	b) Pass-through additional power costs for running Gibraltar Pump Station during second 42 inch shutdown.		\$7,412	\$149,900

3	a) Cost for disposal of groundwater into sanitary sewer for C610 Piper \$3.23/hcf if not paid separately through the encroachment permit. For this order of magnitude estimate, assume for budget purposes 35,000 gallons per day x 120 days = 4,200,000 gallons or 5,615 hcf.	5,615 hcf x \$3.23/hcf	\$18,200	\$168,100
	b) Cost for disposal of groundwater into sanitary sewer during Dixon Landing area utility relocation and overpass construction at \$3.23/hcf if not paid separately through the encroachment permit. Assume for budget purposes 35,000 gallons per day x 200 days = 7,000,000 gallons or 9,358 hcf.	9,358 hcf x \$3.23/hcf	\$30,200	\$198,300
	c) Cost for disposal of groundwater into sanitary sewer for Montague – Capitol corridor utility relocation and construction of three overpasses if not paid separately through the encroachment permit. Assume for budget purposes 35,000 gallons per day x 365 days = 12,775,000 gallons or 17,079 hcf.	17,079 hcf x \$3.23/hcf	\$55,200	\$253,500
	d) Cost for disposal of water from dewatering the SCVWD 42 inch diameter pipeline if not paid separately through the encroachment permit. Assume for budget purposes 750,000 gallons twice as originally described by VTA team.	1,500,000 gal/748 x \$3.23/hcf	\$6,500	\$260,000

City of Milpitas, California

**BUDGET CHANGE FORM**

Type of Change	From		To	
	Account	Amount	Account	Amount
<b>Check one:</b> <input checked="" type="checkbox"/> Budget Appropriation <input type="checkbox"/> Budget Transfer	311-951-4265-15-3575	\$ 943,500	311-951-4265-1-4800	\$ 943,500

**Explain the reason for the budget change:**

**Background:** The extension of the Bay Area Rapid Transit (BART) system into Santa Clara County is being implemented by VTA's Silicon Valley Rapid Transit Program. The initial segment, from Fremont through Milpitas to the San Jose Berryessa Station, is identified as the Silicon Valley Berryessa Extension (SVBX) Project.

On September 10, 2010, the City and VTA executed a Master Agreement, which requires VTA's reimbursement of City expenses for a variety of coordination efforts, including but not limited to: design approval and inspection for City facilities, encroachment permit oversight, easements, utility maintenance operations, and resolution of construction issues. Amendment No.1 to the Master Agreement included a work plan which described the City's support effort and estimated costs through June 30, 2012. City expenses are charged against the two funding deposits of \$700,000 and \$790,000 provided by VTA. Amendment No. 2 addressed the relocation of existing and new utilities and final reconstruction and roadway improvements under separate contracts. It also included provisions requiring VTA to maintain and/or restore the City's roadway easement rights, as VTA negotiates with Union Pacific Railroad. Amendment No. 3 extended the term of the work plan through September 30, 2012.

Staff has negotiated a work plan extension with VTA to provide the following services during the next twelve month interval: review preliminary plans, review constructions plans, issue permits, inspect City public improvements, and attend coordination meetings for several subprojects. Staff recommends increasing the Master Agreement value in the amount of \$1,450,000 for the additional work and extending the term to September 30, 2013, as shown in Amendment 4.

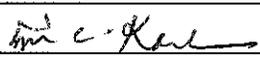
**Fiscal Impact:** The Master Agreement requires VTA to establish a deposit account with the City to fund the City's work on the SVBX Project. This amendment provides augmenting this deposit by \$1,450,000 in accordance with the Master Agreement.

**Recommendation:**

1. Authorize the City Manager to execute Amendment No. 4 to the Master Agreement with the Santa Clara Valley Transportation Authority relating to the Silicon Valley Rapid Transit Program Berryessa Extension Project.
2. Approve a budget appropriation of a total amount not to exceed \$943,500 to CIP-4265 and a total amount not to exceed \$506,500 to GT-1063 upon receipt of \$1,450,000 deposit from VTA for Master Agreement Amendment No.4 work plan.

Check if City Council Approval required.

Meeting Date: August 21, 2012

Requested by:	Kathleen Phalen, Public Works Department	Date: August 10, 2012
Reviewed by:	Finance Director: 	Date: 8/14/12
Approved by:	City Manager:	Date:

Date approved by City Council, if required:

Confirmed by: