

**AMENDMENT No. 1 TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 07 day of May, 2013, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and JDH Corrosion, Inc. (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional Engineering services for CIP Project Title, (Project No. 7109), on June 19, 2012; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering design services for Cathodic Protection Improvements.

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, 2015**.

2. Section 1, entitled "Scope of Services" is amended by adding Exhibit "A-1", which is attached hereto and incorporated by reference herein.
3. Section 2, entitled "Compensation" is amended to add Exhibit "B-1", 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-1" is an amount not to exceed \$100,000 based on time and materials as set forth in Exhibit B-1 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 **June 19, 2012**, between **JDH Corrosion, Inc.** 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 the date written on Page 1.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

Thomas C. Williams, City Manager

Kathleen Phalen, Acting Public Works Director/
City Engineer as to work specifics

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

Exhibit A-1
Scope of Services
Cathodic Protection Improvements
Project No. 7115
Scope of Services

Project Description:

A Citywide Cathodic Protection Survey was completed by JDH Corrosion in 2012 for the City's water and sewer pipelines, pump stations, wells and water storage tanks. Various recommendations for improvements to the City's existing cathodic protection system and locations where installation of new cathodic protection system would be beneficial were analyzed. This scope of work provides for the design of the recommended improvements to the existing systems and the new systems as outlined in the 2012 JDH Survey including; preparation of plans and specifications for public bidding, bidding phase support services, and construction phase support.

The following tasks shall be completed on a time and materials not to exceed basis:

Task 1: Preliminary Design

1. Initial Project Design Meeting – Meet with City staff to review design intent and scope. Review project goals, budget, and schedule. Verify regulatory items, approval process and administrative procedures. Clarify City preferred materials, equipment and available maintenance resources.
2. Prepare preliminary design plans including:
 - a. Preliminary layout of improvements in relation to existing features.
 - b. Prepare outline of technical specifications.
3. Prepare technical specifications (MS Word) and estimates (MS Excel).
4. The Consultant shall prepare project plans using the City's Standard Title Block to be located at the bottom right of each Plan sheet.
5. Prepare and submit construction plans, specifications and estimates (submittals 50%, and 90%) in compliance with the Public Contract Code and suitable for public bidding. For each phase of design the consultant shall respond to and incorporate the City's comments. Consultant shall schedule a minimum of 2 weeks for City review of each submittal. Each submittal shall include one complete reproducible hard copy set of plans and specifications. All submittals shall also be submitted on CD in AutoCAD and PDF formats. Specifications shall be in MS word format, and cost estimate shall be in MS Excel.
6. Identify, coordinate and assist in obtaining permits and project approvals from other agencies as required by the project. City will pay necessary fees.

Task 2 Final Design:

1. Submit 100% construction plans, specifications, and estimate in compliance with the Public Contract Code and suitable for public bidding.
2. Respond to and incorporate the City's comments.
3. Final plans shall be submitted wet signed/stamped hard copy and on compact disk (CD) in AutoCAD and PDF formats.

Prepare final signed bid documents, including specifications, drawings and construction cost estimate. Deliver a set of construction drawings, specifications and estimate for bidding purposes in both reproducible and electronic media.

Quality Control/Quality Assurance (QC/QA):

Consultant shall prepare plans, specifications, estimates, calculations, and other documents with the highest level of quality, free of technical and grammatical errors. Consultant shall implement and maintain the following minimum quality control procedures during the preparation of plans, specifications, estimates, calculations and all other documents relating to this project:

- Design and calculations are independently checked, corrected and back checked by the CONSULTANT;
- When different disciplines are involved, means to assure that conflicts and misalignments do not exist;
- QC/QA program shall provide for review and assurance of complete coordination and compatibility between the plans, specifications and estimated quantities;
- QC program shall include field reviews and review of all pertinent materials to assure compatibility of design with existing facilities.

City reviews of these documents shall not be considered part of the QC/QA program, but only intended to be for review of scope and to coordinate with other departments, QC/QA, compatibility, workable design and constructability of the design is the Consultant's sole responsibility.

Packages submitted for review by the City shall be accompanied by a QA/QC statement signed by a principal within the firm that they have reviewed the package and finds that is in compliance with Task 1 & 2 of this scope of work.

Task 3: Bidding Support Services:

City will be responsible for advertisement of the project. Consultant shall assist City during bid solicitation process. Consultant shall provide bid phase services, as requested by the City through award of the construction contract including the following; response to bidders' inquiries, preparation of addenda, attend and assist at two pre-bid meetings, evaluation of bids. Upon completion of bidding, consultant shall prepare a "Conformed" package of plans and specifications revised to incorporate all addenda ready to issue for contract award and construction. Consultant shall submit three conformed sets of contract documents hard copy and one electronic copy on CD in Auto CAD and PDF format.

Task 4: Technical Assistance During Construction:

Consultant shall provide construction observation, technical and administration services to ensure that the contractors work is in compliance with the contract documents. Consultant shall attend a pre-construction conference and regular construction meetings as required by the City Project Manager. Consultant shall review and respond to contractor submittals including shop drawings, samples, submittals, RFI's and product data in a timely manner in accordance with the required time limits in the contract documents. Should consultant fail to respond to Contractor submittals within the required timeframe the City shall assess liquidated damages for any and all delays resulting from Consultant's late response(s). Consultant shall assist the City with preparation of contract change orders. Consultant shall be responsible for all costs associated with any and all change orders and/or delays resulting from errors or omissions associated with the Consultant's design.

Task 5: System Checkout & Certification:

The consultant shall perform a system checkout following installation and prepare a checkout report that contains the potentials for the subject buried piping and fittings (i.e. "On" and "Off" potential measurements).

The consultant shall also provide a checkout report and Letter of Certification following the final system checkout certifying that the subject corrosion control system has been designed and installed in accordance with *NACE Standards*. This letter will be signed and stamped by a licensed Corrosion Engineer.

Task 6: Record Drawings:

The Consultant shall include creating Record Drawings as an item in the scope of work. Once construction of the improvements has been completed by the City's contractor and the project has had initial acceptance, the City will provide the Consultant with the contractors' as-built (red line) drawings. The Consultant (Engineer of Record) shall then prepare and sign the Record Drawings in the appropriate area and submit both a hard copy on mylar and an electronic copy on Compact Disc (CD) to the City within 25 days.

Schedule:

May 2013 Notice to Proceed

Task 1: Preliminary Engineering (May-mid June 2013)

50% Design Submittal

99% Design Submittal

Review comments from City

Task 2: Final Design (June-July 2013)

100% Design Submittal

Final plan submittal for bidding

Review comments from City

Task 3: Bidding: (July-August 2013)
Project Advertisement
Conformed Plans and Specifications

Task 4: Technical Assistance During Construction: (September-December 2013)

Task 5: System Checkout & Certification –Testing and certified report:(December 2013)

Task 6: Record Drawings – 25 days after receipt of contractor red lines.

**Exhibit B-1
Compensation**

**Cathodic Protection Improvement Project
JDH Manpower Cost Estimate
3/15/2013**

Design Submittal Breakdown	Principal \$190	Senior Engineer \$175	Corrosion Design Sp. \$150	Project Supervisor \$150	Project Engineer \$140	Field Technician \$95	Subtotal
Task 1 - Preliminary Design							
1. 50% Design Submittal	2	2	64	16	10		\$ 14,770
2. 90% Design Submittal	2	2	104	24	8		\$ 22,090
3. QA/QC	4	2					\$ 1,110
Task 2 - Final Design							
1. 100% Design Submittal	2	2	40	24			\$ 10,730
2. Final plan design submittal for bidding	2	4	32	12	4		\$ 8,560
3. Review Comments from City	2	2	32	12			\$ 7,650
4. QA/QC	8	2					\$ 1,870
Task 3 - Bidding Support Services							
1. Bid document consultation	2	2	16	6			\$ 4,190
2. Conformed drawings and specifications	1	2	16	6			\$ 4,000
3. QA/QC	2	2					\$ 730
Task 4 - Technical Assistance During Construction							
1. Provide construction observation				16	8		\$ 3,520
2. Preliminary testing & reporting				4	10		\$ 2,000
3. As needed administrative services, including pre-construction conference and regular construction meetings			1	8			\$ 1,360
4. As need review and response to project submittals form the City and the Contractor	1		8				\$ 1,470
5. QA/QC	1	1					\$ 365
Task 5 - System Checkout & Certification							
1. Final System Checkout				1	16	16	\$ 3,910
2. Final Checkout Report		1		1	8		\$ 1,445
3. QA/QC	2						\$ 380
Task 6 - Record Drawings							
1. As-built Document Preparation and Mylar Projection			6				\$ 960
Task 7 - Contingency							
1. Contingency							\$ 8,890
Total							\$ 100,000