

**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF MILPITAS AND RMC WATER AND ENVIRONMENT**

This Amendment is entered into this 16th day of December, 2014, 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, a California corporation (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an agreement on June 17, 2014 entitled "Consulting Services Agreement between the City of Milpitas and RMC Water and Environment." ("Agreement") for professional design services for the preparation of plans and specifications and obtain easements and regulatory permits for the installation of replacement water and storm drain lines in the Dempsey Area (Projects No. 7118, No. 7117, No. 7100, & No. 3709); and

WHEREAS, the parties desire to amend the Agreement to provide additional design service for the bid and construction document to install a recycled water line main as part of the Dempsey Area utility improvements;

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" and Exhibit A of the Agreement is amended to add the additional scope of services set forth in Exhibit A-1, which is attached hereto and fully incorporated by reference herein.
2. Section 2, entitled " Compensation " of the Agreement is amended in its entirety to read as follows:

"COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed One Million Four Hundred Seventy-five Thousand dollars (\$1,475,000.00) based on time and materials for all services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement."

3. The Agreement is amended to include **Exhibit B-1**, which is attached hereto and fully incorporated by reference herein, setting forth the rates and budget for the additional scope of services described in **Exhibit A-1**.
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 17, 2014**, between RMC Water and Environment 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 not amended by this Amendment No. 1 shall remain in full force and effect.

This Amendment is executed as of the date written on Page 1.

APPROVED BY:

CITY OF MILPITAS

RMC Water and Environment
CONSULTANT

Thomas C. Williams, City Manager

Michael H Matson, Sr. Vice President

APPROVED AS TO CONTENT:

CORPORATE ENTITY NUMBER

Steven Machida, Acting Public Works
Director/City Engineer

C2071660

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

EXHIBIT A-1

DEMPSEY ROAD UTILITY IMPROVEMENTS PROJECT – RECYCLED WATER LINE EXTENSION

SCOPE OF SERVICES FOR THE EAST EXTENSION OF CITY AND SBWR RECYCLED WATER LINE

General:

The City has requested that RMC add design services for the extension of the City's (as well as SBWR) 18" recycled water main system to the east of the City. The total length of the extension is approximately 10,130 linear feet and will serve the Milpitas Sports Complex, Cardoza Park, Milpitas Unified District Office, William Burnett Elementary School, Robert Randall Elementary School, and I-680/SR237 interchange landscaping. The proposed alignment travels down Edsel Drive, Dempsey Road, East Calaveras Boulevard, down a private driveway and through a sports complex, and down Kennedy Drive. In addition, the extension crosses I-680 and travels west in Los Coches Street to Hillview Drive. The work under this Amendment No. 1 would also include extending the 16-inch potable water backbone pipeline from the west end of the I-680 crossing to Hillview Drive.

The recycled water line extension will be designed in conjunction with the water and storm drain utility improvements project and will be included as an "add alternate" bid schedule subject to available funding.

CONSULTANT agrees to complete each of the tasks outlined below in accordance with all of the terms, conditions, and obligation in the original Agreement and all work under this Amendment No. 1 shall be subject to City review and approval.

Various encroachment permits, right of entry, environmental permits and easement crossings will need to be acquired prior to installation of the new utility lines. The City wants to implement construction as soon as all right-of-way, easements and permits/approvals can be obtained for the project.

CONSULTANT and the CITY recognize the importance of the need to maintain the CONSULTANT's key personnel throughout the entire duration of this Agreement. CONSULTANT shall not make any changes to the assigned personnel listed below without City written approval:

Design Team:

Principal, Steve Bui, P.E.
Project Manager, Mike Matson, P.E.
Project Engineer, Jennifer Glynn, P.E.
Project Engineer, Madison Casserly
Hydraulic Modeling, Emmalynne Roy, P.E.
Permitting, Katie Cole
Environmental Review, Robin Cort
QA/QC Review, Glenn Hermanson, P.E.

Sub-Consultants:

Jacobs Associates, Geotechnical Engineering
49 Stevenson Street, 3rd Floor
San Francisco, CA 94105

Exaro Technologies Corporation, Utility Potholing
1831 Old Bayshore Hwy.

Burlingame, CA 94010

Cross Land Surveying Inc., Surveying
2210 Mount Pleasant Rd 2210
San Jose, CA 95148

Cornerstone Earth Group, Environmental Testing
1259 Oakmead Parkway
Sunnyvale, CA 94085

JDH Corrosion Consultants, Inc., Cathodic Protection
1100 Willow Pass Ct.
Concord, CA 94520

Task 1 – Permitting for I680 Crossing with Potable and RW Pipes:

1. Coordinate with California Department of Public Health (CDPH) and the Regional Water Quality Control Board (RWQCB) to get permission to house a 16-inch water line and a 20-inch recycled water line in the same casing under Interstate 680. This task will likely involve the following:
2.
 - a. Up to two (2) meetings with representatives from CPDH and/or RWQCB to formally present the idea and answer any questions.
 - b. Preparation of a formal package to both agencies to present and explain the idea in detail. The formal package will include drawings, a sequencing plan, and a testing program.

This will be the first task completed as part of Amendment No. 1. No other work associated with the design of both the recycled water pipeline and the potable water pipeline will be completed until permission has been granted from both agencies to proceed with the casing configuration for the 680 crossing.

DELIVERABLE:

- Attend meetings with CPDH and/or RWQCB to request permission to house water and recycled water lines in the same casing under Interstate 680.
- Prepare required package with all details, drawings, and plans for submittal to both public agencies.

Task 2 - Concept Design:

1. Initial Recycled Water Pipeline Design Meeting – CONSULTANT shall meet with CITY staff to (i) review concept design approach and scope, (ii) review revised project goals, expectations, budget, scope and schedule, (iii) verify regulatory items, approval process and administrative procedures, and (iv) clarify CITY preferred materials, equipment and available maintenance resources.

DELIVERABLE:

- Attend one (1) meeting in person to discuss concept design and scope. Prepare meeting preparation materials and meeting summary memorandum (2 hardcopy and one .pdf file via email).
2. See Task 2 for assessments and investigations.

3. Augment existing preliminary design plans for water and storm drain to include recycled water pipeline with each of the following:
 - a. Preliminary layout of improvements in compliance with the applicable codes and regulations as adopted by the City of Milpitas.
 - b. Preliminary construction estimate.
 - c. Preliminary construction schedule.
 - d. Proposed easements/right-of-way that would need to be obtained, including temporary construction easements.
 - e. Locations for soil boring and environmental soil testing sites.
 - f. Prepare outline of additional technical specifications as necessary.
 - g. Evaluate to determine if the improvement project would fall outside the requirements of a categorical exemption for the recycled water line work.
 - h. The use of cost effective design, materials that require minimal maintenance.
 - i. Identify permits and project approvals that will need to be obtained.

DELIVERABLE:

- Augmented preliminary design plans using those prepared for the water and storm drain improvements with the recycled water line added and narrative memorandum for City review and comment (2 hardcopy and one .pdf file via email). A profile of the recycled water line will not be provided as part of the preliminary design plans.
4. Using program elements and Task 2 findings from the site investigation and information gathering, prepare a concept plan for the improvements. The concept plan shall address regulatory compliant and identified master plan improvements then the balance of the improvements budget can be applied toward betterments.

DELIVERABLE:

- One (1) Concept Plan document for City review and approval (2 hardcopy and one .pdf file via email).
5. CONSULTANT shall meet with CITY staff to review issues associated with each of the proposed concepts and identify a preferred alternate.

DELIVERABLE:

- Attend one (1) meeting in person to review concept plans. Prepare meeting agenda and summary memorandum (2 hardcopy and one .pdf file via email).
6. Consultant shall augment existing final plan as is being developed for the Dempsey Road Water Line Replacement, Segment Two, of the Seismic Water line “Dempsey Road/Los Coches Back Bone East”, the Abel Street Pipe Line Extension, and the Dempsey Road Storm Drain Replacement within the City’s Not to Exceed construction budget of \$6,000,000 for the Recycled Water Pipeline Extension. This scope of work is for all work associated with augmenting existing plans with the recycled water pipeline. The City has not secured the funds for the construction of the Recycled Water Pipeline and will determine if the project will be awarded at the time of Project Award.

DELIVERABLE:

- Final Concept Plan incorporating all City comments (2 hardcopies and one .pdf file via email).

7. CONSULTANT shall, with the CITY'S input, develop a project schedule for the Design and Construction phases of the Project. CITY wishes to put the project out to bid for construction once all permits and right-of-way are obtained.

DELIVERABLE:

- Project Schedule for design and construction phases (on MS Project 2010 file and one .pdf file via email).

Task 3: Field and Document Investigation for Design

1. Field investigation and data collection of the existing conditions, existing utility lines, and future recycled water line alignment for the new Recycled Water Line Extension shall also include review of as-builts, and other information available for the project site.
 - a. CITY will provide, but cannot guarantee the accuracy of:
 - i. Available as-built plans in hard copy.
 - b. CONSULTANT to perform:
 - i. Field survey for
 1. Size and location of improvements
 2. Size and location of existing structures
 3. Size and location of existing utilities
 4. Soil borings for determining soil conditions
 5. Soil sampling to determine proper disposal of soil
 6. Soil sampling for determining cathodic protection system
 7. Location of existing right-of-way and easements
 8. Generating temporary construction easements
 9. Other information that is necessary to design the improvements.
 - ii. Preparation of additional As-built CADD drawings not provided by the City must be approved in writing prior to proceeding with the work.
 - c. CONSULTANT shall verify locations and inverts of existing underground piping related to the Recycled Waterline Extension, and the "as-built" plans provided by the City.
 - d. CONSULTANT shall field verify known utility crossings of the proposed recycled waterline alignment by potholing to determine the size and location of the utility. All potholes shall be properly backfilling and the surfacing shall be restored by the Consultant.
 - e. CONSULTANT shall perform up to 82 potholes related to the proposed recycled water pipeline. Any additional underground utility locating required shall be performed upon receipt of written authorization from the City.
4. Based on the findings of the field investigation, additional design scope may be necessary. This additional design scope must be authorized by the City in writing prior to proceeding with the work.

Task 3 Deliverables:

- Memorandum of condition assessment and evaluation to the City.
- Backfill and surface restoration at pothole locations.
- Field survey report.

- Pothole report.
- Memorandum of revised design scope as required based on condition assessment.

Task 4: Final Design

Objective:

Augment bid documents as being concurrently prepared for the Dempsey Road Water Line Replacement, East Segment Two, of the Seismic Water line “Los Coches Back Bone”, the Abel Street Pipe Line Extension, and the Dempsey Road Storm Drain Replacement, including specifications, drawings, and cost estimates within the City’s cost plan and conceptual design in compliance with Public Contracts Code for a Public Works Project. At this time, Consultant does not know what the City’s cost plan is for the Recycled Water Pipeline Project. As such, this task of the scope of services is subject to adjustment depending upon the City’s cost constraints for this project.

1. Augment construction plans, specifications and estimates (submittals 50%, 98%, and final design 100% are already being provided as part of the Dempsey Road Water Line Replacement, East Segment Two, of the Seismic Water line “Los Coches Back Bone”, the Abel Street Pipe Line Extension, and the Dempsey Road Storm Drain Replacement). The 98% submittal shall be used to obtain necessary agency permits. The 100% design package shall incorporate comments for obtaining necessary agency permits and CITY comments and will be used for bidding the work. For each phase of design development, the CONSULTANT shall respond to and incorporate CITY’s comments.

DELIVERABLE:

- 50%, 90%, and 100% construction plans will be submitted as part of the Dempsey Road Water Line Replacement, East Segment Two, of the Seismic Water line “Los Coches Back Bone”, the Abel Street Pipe Line Extension, and the Dempsey Road Storm Drain Replacement. This scope of work is to augment those plans with the recycled water line.
- Plats and legal description documents necessary for the City to obtain right-of-entry agreements, acquire right-of-way and easements or similar approvals to construct and maintain the proposed recycled water line. Fee estimate assumes up to three plats and associated legal descriptions.
- Obtain required permits to construct the improvements. CITY will pay associated fees. Currently the permits identified for this scope will be required from: Caltrans, OSHA, California Department of Fish & Wildlife, Santa Clara Valley Water District, US Army Corps of Engineers, California Department of Public Health, and regulatory discharge permits for water used or encountered during construction.

GENERAL REQUIREMENTS

1. CONSULTANT shall coordinate and manage sub-consultants throughout the term of the Agreement.
2. Plan sheet size shall be 24x36, plans shall be at reasonable scales, but not smaller than 1”=40’ for site, and Civil. Details shall be of a minimum size to easily read and understand the information that is being conveyed.
3. It is assumed that geotechnical and groundwater conditions will permit a bore and jack crossing of the creek located along Los Coches Street on the west side of I-680. Further evaluation will be required once geotechnical borings have been completed.

4. CONSULTANT shall be responsible for meeting the requirements of the CITY Standards, Outside Agencies, Local, State, and Federal codes and regulations, and CEQA submittal and approval requirements.
5. Where applicable, the CONSULTANT shall design the Project in compliance with latest CITY, State, and Federal Storm Water Pollution Prevention, Stormwater Treatment Requirements “C3” and Erosion Control guidelines. CONSULTANT shall provide Erosion Control Plan details, guidelines and technical specification section for the Contractor to use in preparing the project Storm Water Pollution Prevention Plan “SWPPP” and compliance with the State Notice of Intent “NOI” requirements if the threshold of disturbed area is exceeded.
6. Project Specifications shall be prepared using the CITY’s standard front end template (CITY to provide in MS Word). CITY also has several Technical Specification Sections, which are also standard that may be used on the project. If CONSULTANT uses CITY provided technical sections the CONSULTANT shall be solely responsible and accountable for all design of the project. All other technical specification sections shall be prepared by the CONSULTANT. The specifications shall be created in conformance with the current industry standard, Construction Specification Institute “CSI” 16 Division format. The technical specifications shall be coordinated with the plans, CITY Standard front end template, and all the design disciplines. The technical specifications shall also accurately reflect the design plans for all the design disciplines. The construction documents shall conform to the applicable: Current California Codes as adopted by the City of Milpitas, and all other applicable local, State and Federal codes, regulations, permit requirements, and conditions necessary for issuance of the necessary permits for construction. The specifications shall include measurement and payment wording. CONSULTANT shall coordinate the inclusion of the technical specifications into the front-end specifications as one packet. CONSULTANT shall provide estimated construction costs in the form of the contractor bid proposal format. Unit cost items shall be used whenever possible. The construction schedule shall be specified in working days or calendar days as approved by CITY.
7. Where applicable, CONSULTANT shall assist the CITY in coordination with utility companies including submittal of all necessary service applications. CONSULTANT shall provide all necessary information requested by utility companies. CONSULTANT shall incorporate utility company comments into the design. CONSULTANT shall incorporate utility company review and approval times into the overall project schedule.
8. Where applicable, CONSULTANT shall obtain necessary outside agency permits/approvals/clearances on behalf of the CITY in order to construct the improvements, CITY will pay all applicable permit/approval/clearances fees. This task does not include obtaining approvals for the I680 crossing. That effort is included as part of Task 1.

CONSULTANT shall provide necessary information requested by outside permitting agencies and generate the necessary documents to obtain the required project permits. CONSULTANT shall incorporate outside permitting agencies comments into the design. CONSULTANT shall incorporate outside agency review and approval times into the overall project schedule.

9. Where applicable, CONSULTANT shall perform necessary environmental documentation required to comply with the California Environmental Quality Act (CEQA) on behalf of the CITY in order to construct the improvements. CONSULTANT shall provide necessary information requested by outside parties and the CITY. CONSULTANT shall incorporate CITY and relevant parties’ comments into the design. CONSULTANT shall incorporate time to obtain environmental permits, clearance review and approvals into the overall project schedule. This task is limited to 40 hours of effort from our CEQA staff person and does not include any environmental surveys as may be required to complete the work.

10. Where applicable, CONSULTANT shall assist the CITY in obtaining all necessary easements and right-of-way in order to construct the improvements. CONSULTANT shall provide all necessary documentation and plans to obtain the respective easement or right-of-way. CONSULTANT shall incorporate time to obtain easements or right-of-way into the overall project schedule. CITY shall be responsible for all easement and right-of-way negotiations and acquisitions.
11. CONSULTANT shall install Temporary Bench Mark(s) (TBM) that can be used for both the design and construction portions of the project. The TBM shall be referenced on the design plans and tied to the location(s) of the new improvements.

Task 5: Quality Control/Quality Assurance (QC/QA):

CONSULTANT shall prepare plans, specifications, estimates, calculations, and other documents with a level of quality consistent with practice by other professionals on similar projects in the area. 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 identify and correct conflicts and misalignments;
- QC/QA program shall provide for review and assurance of coordination and compatibility between the plans, specifications and estimated quantities;
- QC program shall include field reviews and review of all pertinent materials to verify compatibility of design with existing facilities.

City reviews of these documents shall not be considered part of the QC/QA program, but are 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 find that is in compliance with Tasks 1 and 3 of this scope of work.

DELIVERABLE:

- Signed QA/QC statement with each submittal in Tasks 1 and 3.

Task 6: Bidding Support Services:

Note: This scope assumes that the recycled water line will be constructed concurrently with the water and storm drain lines. Additional effort and associated fees will be required if the recycled water line is constructed as a separate project by a different contractor on a different schedule.

City will be responsible for advertisement for bid 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, and review and 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 one (1) signed conformed set of contract documents hard copies copy on bond paper and one electronic copy on CD or DVD in AutoCAD 2014 or later version, MS Word and PDF formats. This scope of work assumes that the conformed set already being prepared as part of the Dempsey Sewer Improvements Project is augmented for the Recycled Water Pipeline Extension.

DELIVERABLE:

- Answer any bidder questions as requested by the CITY during the bid process
- Assist and draft addenda/response to bidder inquiries, if needed
- Assist in bid evaluation as requested by CITY
- Augmented conformed plans & specifications (One signed hard copy set wet signed/stamped by a California licensed professional on bond paper, One one each file set on CD or DVD in AutoCAD 2014 or later version, MS Word 2007, and PDF formats)

Task 7: Construction Administration Support:

Note: This scope assumes that the recycled water line will be constructed concurrently with the water and storm drain lines. Additional effort and associated fees will be required if the recycled water line is constructed as a separate project by a different contractor on a different schedule.

1. CONSULTANT shall provide limited Construction observation services and project administration duties commencing with the award of the construction contract and shall terminate at the conclusion of the warranty/guarantee periods for the Contractor's work. CONSULTANT services during construction consist of activities requested by the CITY. The CITY shall act as construction manager during construction. The scope of Task 6 is limited to the budgeted level of effort identified in the Fee Estimate unless otherwise authorized by the CITY in writing.
2. CONSULTANT shall advise and consult with the CITY in all matters associated with CITY requests for support and shall promptly submit all its observations, recommendations, and reports to the CITY.

DELIVERABLE:

- Submit reports of observations (.pdf format via email).
3. CONSULTANT shall provide technical and construction administration services consistent with the local standard of professional standards care to provide limited observe observations of the work and determine if the CONTRACTOR is in compliance with the intent of the contract documents and the timely completion of the Project, to the extent required in this Scope of Work.
 4. CONSULTANT shall attend meetings as specified in project specifications.

DELIVERABLE:

- Attend meetings as specified in the project specifications in person (up to 20 meetings, (in addition to those meetings already outlined for the Dempsey Road Water Line Replacement, East Segment Two, of the Seismic Water line "Los Coches Back Bone", the Abel Street Pipe Line Extension, and the Dempsey Road Storm Drain Replacement Projects) including site visits and regular construction meetings, all as requested by the CITY).
5. CONSULTANT, as a representative of the CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the CITY and the CONSULTANT, (1) to become familiar with and to keep the CITY informed about the progress and quality of the portion of the work completed, (2) to endeavor to guard the CITY against defects and deficiencies in the work, and (3) to endeavor to determine if the work is being

performed in a manner such that the work, when fully completed, will be in accordance with the construction contract. The CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the construction contractor's rights and responsibilities under the contract with City. The CONSULTANT shall prepare observation reports on the days that the CONSULTANT is on site. The CONSULTANT's level of effort assumes that site visits will be combined with construction meetings to limit the man-hours associated with site visits. Material testing such as: compaction testing, concrete testing, pavement testing, will be provided by a Third Party Special Inspection Company hired by the City.

DELIVERABLE:

- Perform regular site visits and report deviations/observations (up to 10 additional site visits (in addition to those meetings already outlined for the Dempsey Road Water Line Replacement, East Segment Two, of the Seismic Water line "Los Coches Back Bone", the Abel Street Pipe Line Extension, and the Dempsey Road Storm Drain Replacement Projects) in combination with construction meetings).
6. CONSULTANT shall attend construction meetings, as scheduled, with the Contractor, or as requested by the CITY. The CITY shall run the construction meetings. CONSULTANT shall provide commentary to the CITY on all material issues. Construction meetings are anticipated to be held once a week for the first two months and every other week after that.

DELIVERABLE:

- Attend construction meetings in person as requested by the City (number of meetings as specified under item 7.5 above).
7. To the limited extent of its involvement during construction, CONSULTANT shall keep the CITY informed of its observations of the progress of the Project. CONSULTANT shall have an elevated presence during construction for shaft excavation and tunneling activities to provide an appropriate level of observation of contractor's work by qualified individuals from CONSULTANT's geotechnical engineering subconsultant. CONSULTANT will work in close coordination with CITY's construction manager regarding observation and reporting of tunneling observations. The level of effort for tunneling observations is limited to the budgeted fee under this subtask unless otherwise authorized by the City in writing.

DELIVERABLE:

- Keep the City informed of the progress of the project.
8. CONSULTANT shall promptly report in writing to the CITY any known observed deviations from the construction contract and from the most recent construction schedule submitted by the Contractor. However, the CONSULTANT will not be responsible for the construction contractor's failure to perform the work in accordance with the requirements of the construction contract.

DELIVERABLE:

- Report in writing any deviations from the project schedule.
9. As requested by and forwarded from the CITY, CONSULTANT shall review and respond to construction contractor's Requests for Information (RFI's) and submittals including shop drawings, product data, and samples, for conformance with the design concept expressed in the Project construction contract. CONSULTANT shall coordinate its review and response to these documents with the CITY and the construction contractor as needed to allow for work to proceed,

and be cognizant of the construction contractor's progress and schedule. In this regard, CONSULTANT shall work in good faith with the contractor and the CITY to prioritize the processing of critical path RFI's and submittals and other contractor submitted documents as outlined in this scope of work. CONSULTANT's review and response to RFI's and submittals shall be done in a timely and expeditious manner. So long as construction contractor fully complies with the Project's approved submittal schedule, CONSULTANT shall review and respond to required submittals with such reasonable promptness as to cause no delay in the work, while allowing sufficient time to provide adequate review. Generally, such review shall take no more than four (4) working days for RFIs and Ten (10) calendar days for all other submittals, so long as such submittals are timely and complete. CONSULTANT shall review submittals for completeness and issue any rejections of submittals on incompleteness grounds as soon as professionally possible, but in no event later than five (5) working days from receipt of submittal from CITY. If additional time is required to review and respond to RFI's or submittals due to circumstances beyond CONSULTANT's reasonable control, CONSULTANT shall notify the CITY in writing of the grounds for such delay and request additional review and processing time from the CITY, the approval of which shall not be unreasonably withheld, but such determination shall be based upon the critical path of the subject document and the overall impact to the construction contractor's progress. In such cases, CONSULTANT shall make good faith efforts to resolve or remedy the delay in an expeditious manner.

In cases where CONSULTANT's late response is due to CONSULTANT's negligence, omission, intentional misconduct, or reckless conduct, CONSULTANT shall be held liable for that portion of delay damages incurred by the CITY arising from the CONSULTANT's conduct.

DELIVERABLE:

- Review submittal/shop drawings and provide comments.
- Review and response to RFI's.

10. CONSULTANT shall augment the record of submittals and copies of submittals supplied by the Contractor and provided to the CONSULTANT by the CITY in accordance with the requirements of the construction contract as already being prepared for the Dempsey Road Water Line Replacement, East Segment Two, of the Seismic Water line "Los Coches Back Bone", the Abel Street Pipe Line Extension, and the Dempsey Road Storm Drain Replacement Projects. The CITY shall maintain a log of submittals submitted from the Contractor to the CITY; the CONSULTANT shall maintain a log of submittals transmitted from the CITY to the CONSULTANT.

DELIVERABLE:

- Maintain record of and copies of contractor submittals.
11. CONSULTANT shall review requests by the CITY for changes in the work, including adjustments to the contract price or time of completion. CONSULTANT shall provide a recommendation to the CITY in writing.
 - a. CONSULTANT shall review and respond to any Contractor-submitted Potential Change Order within five (5) working days of its receipt.
 - b. CONSULTANT shall assist the CITY in the preparation of Change Orders and Construction Change Directives with all appropriate supporting documentation and data as necessary, for the CITY's approval and execution in accordance with the contract documents. Professional services for researching and preparing Change Orders or

Construction Change Directives to correct errors and omissions caused by CONSULTANT shall be provided at no additional cost to the CITY.

- c. CONSULTANT shall identify causes for all Change Orders to the CITY in writing for CITY's review.
- d. CONSULTANT shall maintain all appropriate records relative to changes in the work.
- e. CONSULTANT shall be responsible for those costs associated with any and all Change Orders and/or delays to the extent caused by CONSULTANT's negligent, omission, intentional, or reckless errors.

DELIVERABLE:

- Draft Change Orders and Construction Change Directives, as requested by the City.

12. CONSULTANT may, after receiving approval from the CITY, recommend to the CITY that it reject work that does not conform to the contract documents. Whenever CONSULTANT considers it necessary or advisable for implementation of the intent of the contract documents, CONSULTANT will notify the CITY when Consultant feels additional inspection or testing of the work in accordance with the provisions of the contract documents is necessary.

DELIVERABLE:

- Notify City when additional testing and/or inspection are necessary.

13. CONSULTANT shall review reports, summaries, instruction books, operational manuals, warranties, and other construction contractor provided documents to determine in general, whether or not the construction contractor is in compliance with the contract documents.

DELIVERABLE:

- Review contractor provided reports, manuals, warranties and other documents.

14. As directed by the CITY, CONSULTANT shall assist the CITY in fulfilling the legal requirements and mandates of third-party regulatory agencies.

DELIVERABLE:

- Assist City in fulfilling legal requirements.

15. CONSULTANT's certification for payment shall constitute a representation to the CITY, based on the CONSULTANT's limited evaluation of the work and on the data comprising the Contractor's Application for Payment, that, to the best of the CONSULTANT's knowledge, information and belief, based on its limited observations of the work, the work has progressed to the point indicated and that the quality of the work is in accordance with the construction contract documents. The foregoing representations are subject (1) to an evaluation of the work for conformance with the construction contract documents upon substantial completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the construction contract documents prior to completion, and (4) to specific qualifications expressed by the CONSULTANT.

DELIVERABLE:

- Review construction contractor progress payments.

16. CONSULTANT shall respond to CITY's questions in writing when such questions are necessary to provide clarification to the plans and specifications.

DELIVERABLE:

- Respond to City questions.

17. CONSULTANT shall generate supplemental drawings and clarifications, as necessary, or as may be requested by the construction contractor or the CITY where necessary to clarify the design intent at no additional cost to the CITY.

DELIVERABLE:

- Generate Engineering Supplemental Instruction (ESI), as necessary.

18. CONSULTANT shall review Notices of Potential Claim and render written decisions, subject to City review and approval, on all Notices of Potential Claim, claims, disputes or other matters in question between the CITY and construction contractor relating to the execution or progress of the work as provided in the contract documents within five (5) working days or as agreed to by CONSULTANT and CITY.

DELIVERABLE:

- Review notices of potential claims, claims, or disputes.

19. CONSULTANT shall prepare a final punch list of any discovered incomplete and/or unaccepted items of the construction work for the CITY's review and approval. CONSULTANT shall make, with the CITY, a final close-out walk-through of the Project when all punch list items have been corrected in accordance with the requirements of the construction documents.

DELIVERABLE:

- Prepare a project punch list and attend the punch list walk.
- Attend one post punch list walk to verify that items on the punch list have been corrected, and issue a follow up punch list of any outstanding items.

Task 8: Record Documents and Project Closeout

Note: This scope assumes that the recycled water line will be constructed concurrently with the water and storm drain lines. Additional effort and associated fees will be required if the recycled water line is constructed as a separate project by a different contractor on a different schedule.

1. CONSULTANT shall review Contractor supplied and CITY provided operation and maintenance manuals, and warranties.

DELIVERABLE:

- Review and provide comments on operation and maintenance and warranties manuals.

2. CONSULTANT shall maintain up to date Record Drawings throughout project construction. This scope item is to cover costs associated with the additional sheets required as part of the addition of the Recycled Water Pipeline Expansion. Prior to acceptance of the Project by the City, CONSULTANT shall review monthly for accuracy and completeness the Contractor's as-built drawings and specifications during a regular construction meeting, and shall return them for Contractor revision if they are not accurate and complete. CONSULTANT shall incorporate all changes shown on the Contractor's As-Built Drawings, executed RFI's, submittals, and Contract Change Orders from the Conformed set into a final Record Drawing set. CONSULTANT shall also draft and initial the official Record Drawings and submit both a hard copy on Mylar and an electronic copy in AutoCAD and GIS shape file format, PDF and TIF on digital video disc

(DVD) to the CITY within 25 days of receipt of completed Contractor red line drawings. CONSULTANT to provide the CITY a hardcopy check set of the As-Built Drawings for review prior to printing the Mylar set.

DELIVERABLE:

- Hard copy check set of the record drawings for review by CITY prior to printing the Mylar set.
 - Record drawings (1 hard copy check set, 1 hard copy on Mylar, and 1 electronic copy on DVD in AutoCAD 2014 or later version, PDF and TIF formats)
3. Prior to the expiration of each of the Contractor's warranties and guarantees, CONSULTANT shall perform a careful review of the work subject to each warranty and guarantee. CONSULTANT shall immediately report discovered defective materials or workmanship to the CITY so that the CITY may make timely demand to the Contractor to repair the defects.

DELIVERABLE:

- Review and report any deficiencies prior to the expiration of the Contractor's warranties and/or guarantees.
4. Upon request of the CITY, and prior to the expiration of one year from the date of Substantial Completion, the CONSULTANT shall conduct a meeting with the CITY and the CITY's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the CITY.

DELIVERABLE:

- Attend meeting in person as requested by City.

Task 9: Additional Services

1. CITY will provide written direction and a budget for any additional service to be performed. Written authorization must be obtained from the CITY prior to the CONSULTANT beginning additional services. The CITY will not be responsible for additional work that the CONSULTANT performs prior to receiving written authorization.

EXHIBIT B- Amendment 1

(Payment by CITY: Time and Manner of Payment)



City of Milpitas

Dempsey Road Utility Improvements Project - Amendment No. 1

Fee Estimate

11/26/2014

Tasks	Labor										Outside Services					ODCs			Total				
	Steve Bui	Mike Matson	Jennifer Glynn	Madison Casserly	Katie Cole	Robin Cort	Glenn Hermanson	Drafter	Julie Yamamoto	Susan Harris	Total Hours	Total Labor Costs (1)	Surveying	Utility Potholing	Geotechnical	Soil and Water Testing	Catholic Protection	Subtotal		Sub Consultant Total Cost (2)	ODCs	Total ODCs (3)	Total Fee
	Principal-in-Charge	Project Manager	Project Engineer	Project Engineer	Permitting	Environmental Review	QA/QC	CAD	Invoicing	Admin Support			Cross Land Surveying	Exaro Technologies Corporation	Jacobs Associates	Cornerstone Earth Group	JDH Corrosion, Inc.						
EPS-12	EPS 13	EPS 8	EPS 3	EPS 1	EPS 10	EPS 11	TECH 2	AD 5	AD 1														
Task 1: Permitting for I680 Crossing with Potable and Recycled Water Lines	\$249	\$249	\$210	\$156	\$146	\$249	\$249	\$131	\$126	\$95													
1.0 Coordination with agencies and preparation of formal package		4	24	40	40			4		2	114	\$18,830						\$0	\$0	\$50	\$55	\$18,885	
1.1 Meetings			4	6	6						16	\$2,652						\$0	\$0	\$100	\$110	\$2,762	
Subtotal Task 1:	0	4	28	46	46	0	0	4	0	2	130	\$21,482	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$165	\$21,647	
Task 2: Concept Design																							
2.0 Project Management	16	72								12	116	\$24,944						\$0	\$0	\$0	\$0	\$24,944	
2.1 Kickoff & Initial Project Design Meeting	2	4	4	4							14	\$2,958						\$0	\$0	\$75	\$83	\$3,041	
2.2 Preliminary Design Package											0	\$0						\$0	\$0	\$0	\$0	\$0	
a. Prelim Layout			8	16				16			40	\$6,272						\$0	\$0	\$0	\$0	\$6,272	
b. Prelim Construction Cost Estimate			2	16							18	\$2,916						\$0	\$0	\$0	\$0	\$2,916	
c. Prelim Construction Schedule			1	4							5	\$834						\$0	\$0	\$0	\$0	\$834	
d. Environmental Surveys				2		2					4	\$810						\$0	\$0	\$0	\$0	\$810	
e. Proposed Easements and TCEs			2	8		2					10	\$1,668						\$0	\$0	\$0	\$0	\$1,668	
f. Proposed Boring Locations for Geotech and Phase 2 ESA		2	2								4	\$918						\$0	\$0	\$0	\$0	\$918	
g. Proposed Materials Package			2	16							18	\$2,916						\$0	\$0	\$0	\$0	\$2,916	
h. Proposed Spec Outline			1	4							5	\$834						\$0	\$0	\$0	\$0	\$834	
i. CEQA Document Determination			4			4					4	\$996						\$0	\$0	\$0	\$0	\$996	
j. Assessment of Material Cost and O&M Needs			4	4							8	\$1,464						\$0	\$0	\$0	\$0	\$1,464	
k. Project Permit List			2		8						10	\$1,588						\$0	\$0	\$0	\$0	\$1,588	
2.3 Develop Draft Concept Plan	2	16	16	16				4			42	\$7,258						\$0	\$0	\$0	\$0	\$7,258	
2.4 Concept Plan Review Meeting	4	4	4	4							12	\$2,460						\$0	\$0	\$75	\$83	\$2,543	
2.5 Final Concept Plan			8	8		2					20	\$3,616						\$0	\$0	\$0	\$0	\$3,616	
2.6 Project Schedule (Design & Construction Phases)			2	4							6	\$1,044						\$0	\$0	\$0	\$0	\$1,044	
Subtotal Task 2:	18	84	58	106	8	8	0	20	12	22	336	\$63,496	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$165	\$63,661	
Task 3: Field and Document Investigation for Design																							
3.1 Condition Assessment and Evaluation Memorandum			4	8			2				14	\$2,586						\$0	\$0	\$75	\$83	\$2,669	
3.2 Surveying & Mapping, Potholing, Utility Research											0	\$0						\$0	\$0	\$0	\$0	\$0	
a. Survey/Mapping		2		4				4			10	\$1,646	\$23,950					\$23,950	\$26,345	\$0	\$0	\$27,991	
b. Utility Research		2	8	40				16			66	\$10,514						\$0	\$0	\$50	\$55	\$10,569	
c. Potholing		2	2	8				4			16	\$2,690	\$11,000	\$82,000				\$93,000	\$102,300	\$5,000	\$5,500	\$110,490	
3.3 Soil and Groundwater Testing, Geotechnical Investigation, and Corrosion Testing											0	\$0						\$0	\$0	\$0	\$0	\$0	
a. Geotechnical Investigations		4	6	4							14	\$2,880			\$19,955			\$19,955	\$21,951	\$0	\$0	\$24,831	
b. Corrosion Investigations		2	2	2							6	\$1,230					\$3,260	\$3,260	\$3,586	\$0	\$0	\$4,816	
c. Soil and Groundwater Testing for Contaminants		2	4	2							8	\$1,650				\$2,500		\$2,500	\$2,750	\$0	\$0	\$4,400	
3.4 Easements and Rights-of-Way			2	4				8			14	\$2,092	\$5,250					\$5,250	\$5,775	\$0	\$0	\$7,867	
3.5 Additional Design Scope Memo		2	4	2			1				9	\$1,899						\$0	\$0	\$0	\$0	\$1,899	
Subtotal Task 3:	0	16	32	74	0	0	3	32	0	0	157	\$27,187	\$40,200	\$82,000	\$19,955	\$2,500	\$3,260	\$147,915	\$162,707	\$5,125	\$5,638	\$195,531	
Task 4: Final Design																							
4.1 Prepare and Submit Permit Applications		4	12	16				8		4	4	\$380						\$0	\$0	\$0	\$0	\$380	
Caltrans											40	\$7,060						\$0	\$0	\$250	\$275	\$7,335	
SCVWD, CDFW, ACOE		2	2		40						44	\$6,758						\$0	\$0	\$250	\$275	\$7,033	
CEQA						40																	
4.2 50% Design (PS&E)		4	24	40				64		8	140	\$21,420					\$2,284	\$2,284	\$2,512	\$250	\$275	\$24,207	
50% Review Workshop		0	0	0							0	\$0						\$0	\$0	\$75	\$83	\$83	
4.3 98% Design (PS&E)		5	32	60				80		8	185	\$28,565					\$4,568	\$4,568	\$5,025	\$500	\$550	\$34,140	
SWPPP Erosion Control Plan and Spec			2	4		2		4			12	\$2,066						\$0	\$0	\$0	\$0	\$2,066	
Bid Schedule and Descriptions		4	16	12							32	\$6,228						\$0	\$0	\$0	\$0	\$6,228	
98% Review Workshop		0	0	0							0	\$0						\$0	\$0	\$75	\$83	\$83	
4.4 Final Bid Documents		4	16	32				32		4	88	\$13,920					\$2,664	\$2,664	\$2,930	\$250	\$275	\$17,125	
100% Review Workshop		0	0	0							0	\$0						\$0	\$0	\$75	\$83	\$83	
4.5 Easement Acquisition		16	16								32	\$7,344						\$0	\$0	\$0	\$0	\$7,344	
Subtotal Task 4:	0	39	120	164	40	42	0	188	0	24	617	\$93,741	\$0	\$0	\$0	\$0	\$9,516	\$9,516	\$10,468	\$1,725	\$1,898	\$106,106	
Task 5: Quality Control / Quality Assurance																							
5.1 Preliminary Design Package							16				16	\$3,984						\$0	\$0	\$0	\$0	\$3,984	
5.2 50% Design							8				8	\$1,992						\$0	\$0	\$0	\$0	\$1,992	
5.3 98% Design							8				8	\$1,992						\$0	\$0	\$0	\$0	\$1,992	
5.4 Final Bid Documents							6				6	\$1,494						\$0	\$0	\$0	\$0	\$1,494	
Subtotal Task 5:	0	0	0	0	0	0	38	0	0	0	38	\$9,462	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,462	
Task 6: Bid Support Services																							
6.1 Pre-Bid Meetings (2)											0	\$0						\$0	\$0	\$0	\$0	\$0	
6.2 Prepare Addenda & Respond to Questions		2	8	16				24		4	54	\$8,198					\$1,000	\$1,000	\$1,100	\$0	\$0	\$9,298	
6.3 Prepare Conformed Documents				8				32		4	44	\$5,820					\$1,000	\$1,000	\$1,100	\$500	\$550	\$7,470	
6.4 Bid Evaluation		2	4					6			6	\$1,338						\$0	\$0	\$0	\$0	\$1,338	
Subtotal Task 6:	0	4	12	24	0	0	0	56	0	8	104	\$15,356	\$0	\$0	\$0	\$0	\$2,000	\$2,000	\$2,200	\$500	\$550	\$18,106	
Task 7: Construction Administration Support																							
7.1 Construction Administration Support			12	40	32					40	124	\$20,180			\$25,000			\$25,000	\$27,500	\$0	\$0	\$47,680	
7.2 Attend Preconstruction Conference											0	\$0						\$0	\$0	\$0	\$0	\$0	
7.3																							

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one:				
<input checked="" type="checkbox"/> Budget Appropriation	400-2970 401-9517118-15- 3899	\$ 575,000 575,000	400-3999 401-9517118-1- 4800	\$ 575,000 575,000
<input type="checkbox"/> Budget Transfer				

Explain the reason for the budget change:

Background: On June 17, 2014, the City entered into a consultant agreement with RMC Water and Environment in the amount of \$900,000 to prepare plans and specifications and obtain easements and regulatory permits for the installation of replacement water and storm drain lines in the Dempsey Area. Staff now recommends that RMC Water and Environment perform additional design services to design a recycled waterline along the alignment of the Dempsey area utilities project.

The additional project scope would provide a design alignment for a recycled water main from Hillview Drive and Los Coches Street to Edsel Drive and Perry Street to the south and Kennedy Drive and Simas Drive to the north. This segment of recycled water line would allow several large irrigation customers to be converted to recycled water like: Milpitas Sports Center, Cardoza Park, William Burnett Elementary School, Robert Randall Elementary School, Milpitas Unified School District Office, and I-680/SR237 interchange landscaping. These customers consume on average approximately 50,000 gallons of water per day that could be diverted to recycled water. Along with proceeding with the design of the future recycled waterline and the City is going to pursue possible water grants for the funding of the construction phase of the recycled water line.

Amendment No.1 with RMC Water and Environment is proposed for these additional services. Staff has negotiated a fee for these services not to exceed \$575,000. Approval of this agreement amendment brings the total agreement amount to \$1,475,000.

Fiscal Impact: A budget appropriation in the amount of \$575,000 from the Water Fund is required to provide these additional services.

Recommendation:

1. Approve Amendment No. 1 to the agreement with RMC Water and Environment for design services related to Projects No. 7118, No. 7117, No. 7100, and No. 3709 and increase the agreement amount by \$575,000.
2. Approve a budget appropriation of \$575,000 from the Water Fund to the Dempsey Road Water Line Replacement Project No. 7118.

Check if City Council Approval required.

Meeting Date: December 16, 2014

Requested by:	Steve Erickson, CIP Manager	Date:	December 3, 2014
Reviewed by:	Finance Director: <i>[Signature]</i>	Date:	12/3/14
Approved by:	City Manager:	Date:	
Date approved by City Council, if required:		Confirmed by:	