

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

This Amendment is entered into this 17th day of February, 2015, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Triple HS, Inc. DBA H.T. Harvey & Associates (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties entered into an agreement for professional Engineering services for Storm Drain Deficiency Program, (Project No. 3700), on February 19, 2013 in the amount of Ninety-Seven Thousand Dollars (\$97,000) ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement to increase the compensation for additional professional engineering services and mitigation monitoring.

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

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

"COMPENSATION. City hereby agrees to pay Consultant a guaranteed maximum price not to exceed One Hundred and Eighteen Thousand Fifty-Five Dollars (\$118,055.00) for all services to be performed including reimbursable costs and contingency incurred under this Agreement. Consultant shall not proceed with any work to be billed toward the contingency without written approval by the City. 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 and Exhibit B-1. 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.”

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **February 19, 2013**, between **H.T. Harvey & Associates** 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

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Thomas C. Williams, City Manager

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Name, Title

Corporate Entity Number:

C0671935

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Steven Machida, Acting Public Works Director/  
City Engineer as to work specifics

APPROVED AS TO FORM:

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Michael J. Ogaz, City Attorney



**PROPOSED SCOPE OF SERVICES**  
**Wrigley-Ford Creek Maintenance Project**  
**Erosion Repair Design and Giant Reed Control Strategy**

(HTH # 3159-04)

13 January 2015

(Revised 21 January 2015)

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H. T. Harvey & Associates (HTH) is pleased to present this proposal to provide ecological consulting services to the City of Milpitas City (City) related erosion repair and giant reed (*Arundo donax*) control at the Wrigley-Ford Creek Maintenance Project (Project). The erosion repair is required per the project's permitted Mitigation and Monitoring Plan, and occurs in the following locations within the project's Riparian and Wetland Habitat Mitigation Area:

1. downstream segment of Wrigley-Ford Creek, where approximately 3-4 gullies developed following mid-December storms, and
2. a small area along Ford Creek immediately upstream of Railroad Court.

The giant reed control services are proposed to assist the City in developing a revised strategy for controlling giant reed, during the last year of the City's current maintenance contract with Preston Pipelines, as discussed at the last Project maintenance inspection; the giant reed control area is located within the project's riparian mitigation area on Wrigley-Ford Creek.

These additional services, conducted with Schaaf & Wheeler (S&W) as a subcontractor, include a site visit, design services, permitting support, construction support, and providing a licensed Pest Control Advisor recommendation for giant reed control.

This scope of services and fee estimate are valid for a period of 60 days. Specific tasks associated with this scope of work are as follows.

**Task 1 Site Visit and Erosion Repair Design**

HTH and S&W (HTH Team) will conduct a site visit with the City and the contractor to review the 2 areas of erosion.

Based on the site visit, the HTH Team will prepare half size 11x17 erosion repair construction drawings for use in obtaining regulatory agency approval (under the project's existing permits) and for use by the City's contractor (Preston Pipelines) to conduct the required repairs.

The drawings will include the following:

- Site plan showing location of erosion
- Engineering details/notes describing the proposed bank repairs

- Landscape details/notes describing any required revegetation and irrigation system repair within and/or adjacent to the erosion repair locations (some replanting may be required as some existing vegetation may need to be removed to accommodate the footprint of both grading and site access at the erosion repair locations). These landscape drawings will largely refer back to the original project plans, but any repair-specific nuances will be noted. They will not be stamped or signed, but will provide all required information to assist Preston Pipelines and/or its subcontractor(s) in completing the planting and irrigation system repairs.

#### Task 1 Deliverables

- Site visit to review the areas of erosion
- Construction drawings

### **Task 2 Permitting Support**

Approvals to conduct the repair work within the Wrigley-Ford Creek riparian corridor will be required from the U. S. Army Corps of Engineers (USACE), the Regional Water Quality Control Board (RWQCB), and the California Department of Fish & Wildlife (CDFW). This task assumes that these regulatory agencies will concur that the erosion repair work is covered under the project's existing USACE, RWQCB, and CDFW permits and that new permit applications are not required. Therefore, HTH will assist the City in obtaining regulatory agency approvals (via email) of the proposed erosion repairs, which will include the following:

- Preparation of a brief tech memo to the regulatory agencies. The memo will include a description of the problem, a reminder about the repair requirement and approval process for erosion repairs described in the project's permitted Mitigation and Monitoring Plan, a description of the proposed design solution, and the anticipated project schedule. Drawings developed in Task 1 will also be included.
- Coordination with the regulatory agencies via email and telephone to obtain their approval of the proposed repair work.

#### Task 2 Deliverables

- Technical memorandum to the regulatory agencies
- Coordination with the regulatory agencies

### **Task 3 Construction Support**

The HTH Team will provide construction observation services and respond to Preston Pipelines' questions prior to and during construction of the erosion repairs. We will also review contractor submittals (anticipated to be geo-grid and plant list).

#### Task 3 Deliverables

- Contractor submittal responses
- Site visits during construction

## **Task 4      Develop Giant Reed Control Strategy**

The Project's riparian mitigation site has several stands of giant reed, a non-native and invasive plant that requires removal per the Project's Mitigation and Monitoring Plan. These stands have received 3 years of herbicide treatments without achieving effective control. For all previous herbicide treatments, the herbicide application concentrations and methods have been provided by the contractor's licensed Pest Control Advisor (PCA). To help ensure that the last and final year of herbicide treatments are more effective, HTH's Ken Lair, who has over 20 years of experience treating this species in riparian systems throughout the Western United States, will provide the PCA recommendation. The PCA recommendation will include the Department of Pesticide Regulation standard pest control recommendation form, as well as a short memo with supplemental information including application timing, quantity, rates, methods, and precautions to avoid impacts to adjacent riparian vegetation. HTH will also attend up to two (2) site visits with the City's contractor.

### Task 4 Deliverables

- Pest Control Advisor (PCA) recommendation
- Up to 2 site visits

### **General Assumptions**

This scope and fee are based on the assumptions listed below. If changes are made to any of these assumptions, the scope and fee may be revisited.

- The erosion control repairs will be covered under the project's existing USACE, RWQCB, and CDFW permits.
- Preston Pipelines and/or its subcontractor(s) will conduct the required repairs as change orders under their existing contracts. They will also procure any replacement mitigation plants, meeting the plant origin requirements in the Mitigation and Monitoring Plan, from local native plant nurseries.
- Project management time and coordination has been included as part of the above tasks.

### **Fee Estimate**

See attached.

