

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

This Amendment is entered into this 2nd day of June, 2015, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and HMM Incorporated, a California Corporation (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an agreement on August 19, 2014 for professional design services for the widening of Montague Expressway from Capital Avenue to east of Berryessa Creek in the amount of One Hundred Fifty Thousand One Hundred Dollars (\$152,100.00) ("Agreement"), and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional design services for the installation of City TASP street lighting and related electrical, decorative fencing, and median landscape design services east of Berryessa Creek.

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

1. Section 1.1, entitled "Term of Services" of the Agreement is amended in its entirety to read as follows:

"Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2016, and Consultant shall complete all the work described prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8."

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 Hundred Eighty-Eight Thousand and One Hundred Dollars (\$188,100) 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 and B1 of the Agreement. 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. Exhibit A1, entitled "Scope of Services" of the Agreement is amended to include the additional Scope of Services set forth in the attached Exhibit A2, incorporated fully herein by reference.
4. Exhibit B1, entitled "Compensation Schedule" of the Agreement is amended to include the additional compensation set forth in the attached Exhibit B2, incorporated fully herein by reference.
5. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated August 19, 2014, between HMM Incorporated. 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

HMH Incorporated

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

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

EXHIBIT A2

AMENDMENT 1 SCOPE OF SERVICES

PROJECT SCOPE:

The project will widen Montague Expressway to provide for eight through lanes (three through plus one HOV lane each direction), one westbound auxiliary lane, widened shoulders and improved pedestrian sidewalks from Piper Drive to Pecten Court, including replacement of the double-box culvert crossing of Berryessa Creek with a bridge structure and reconstruction of the bridge approaches. The project improvements will conform to BART SVBX C700 construction at the Piper Drive intersection on the north side and near the BART tracks on the south side of Montague. The project improvements will also conform to the BART SVBX C740 design for the south leg of Milpitas Boulevard.

Recently, there have been design modification requests made by the City of Milpitas that are not covered within the currently approved scope of work in the Agreement. These tasks and fees are detailed below.

SCOPE OF SERVICES:

500 Structural Engineering- Recycled Water Line

A recycled water line is being added under Berryessa Creek. The bridge plans will be updated to ensure that this new line won't conflict with the abutment piles. Additionally, the piles that are adjacent to this new pipe will need to be pre-drilled to extend below the recycled water line.

Additionally, the bridge fencing connection details are being revised to accommodate a picket fence installation.

DELIVERABLES

Provide revised pile design, fence connection details, structural calculations and quantities to update the bid estimate.

501 Additional TASP Lighting Design

Additional TASP street lights are being added to the design plans, while existing lights near these new lights will be removed. Also, empty conduits are being added to the design plans to accommodate future TASP lighting installations along the frontages of the properties between Piper Drive and S. Milpitas Boulevard. Consultant shall coordinate new layout and design with street light designer in order to accommodate City's request for additional TASP street lights.

DELIVERABLES

Provide revised street light layout, designs, conduit installations, and update the bid estimate accordingly.

502 Fencing and Fence-Wall Revisions

The design plans originally designated Caltrans standard fencing to be installed on the project retaining walls. The City has requested the change to a metal picket fence that requires additional design and details.

DELIVERABLES

Provide new fencing design, update drawings, specifications, revise bid estimate, and coordinate with structural designers for connection details.

503 Landscape Revisions I

The easterly boundary of the Transit Area Specific Plan area terminates at Berryessa Creek. The City has requested median landscaping enhancements to be designed east of that boundary that essentially conform to the requirements of the Transit Area Specific Plan. Consultant shall provide landscape design services along the median for the area outside the original boundary established in the Agreement.

DELIVERABLES

Provide additional landscape design, irrigation design, and update bid estimate.

EXHIBIT B2

COMPENSATION SCHEDULE

Professional Service Fees are as follows:

Description		Fees
500 Structural Engineering- Recycled Water Line	\$	10,000
501 Additional TASP Lighting Design	\$	12,000
502 Fencing and Fence-Wall Revisions	\$	6,500
503 Landscape Revisions I	\$	<u>7,500</u>
	Not to exceed amount	\$36,000