

**EIGHTH 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**

This Eighth 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 (“Eighth Amendment”) is entered into this 15th day of September, 2015, by and between the City of Milpitas, a municipal corporation 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 Eighth 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, Amendment No. 3 on June 7, 2012, Amendment No. 4 on September 18, 2012, Amendment No. 5 on April 16, 2013, Amendment No. 6 on July 31, 2014, and Amendment No. 7 on June 30, 2015 to refine and increase the work scope; and

WHEREAS, the Parties agreed on July 31, 2014, to extend the time of performance to September 30, 2015, to complete the work plan within the budget agreed upon under Amendment No. 6; 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 Parties desire to enter into this Eighth Amendment to (i) increase the scope of work by \$646,100, (ii) extend the term of the Work Plan to February 28, 2017, and (iii) revise the billing rates for City services to reflect the hourly rates approved by the City Council on January 21, 2014 as part of the 2014 Cost Allocation Plan Update and adjusted administratively.

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 replace it with a new Exhibit B entitled “City Work Plan” attached hereto and incorporated by reference herein.

Section B. All other provisions of the Master Agreement and any subsequent amendments not modified by this Eighth Amendment shall remain in full force and effect.

Section C. Each person signing this Eighth Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Eighth Amendment. Each party represents and warrants to the other that the execution and delivery of the Eighth Amendment and the performance of such party's obligations hereunder have been duly authorized and that the Eighth Amendment is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

APPROVED AS TO FORM

By: _____
Nuria I. Fernandez
General Manager

By: _____
Victor Pappalardo, Senior Assistant Counsel

Date: _____

CITY OF MILPITAS

APPROVED AS TO FORM:

By: _____
Thomas C. Williams
City Manager

Gary Baum
City Attorney

Date: _____

APPROVED AS TO CONTENT:

By: _____
Steven Machida, Director of Engineering

Revised Exhibit B

City Work Plan

The following is a summary of anticipated labor costs and reimbursable expenses payable from VTA to City in the 17 month period from October 1, 2015 to February 28, 2017. The existing funding is estimated to cover expenses through March 2016, and additional funding is necessary for the remaining 11 months.

Table B-1: Labor Costs

No.	Item	Calculation or Basis of Estimate	Amount
1	Project Support services including but not limited to: coordination meetings, right of way/easement requirements, design review, submittal review, construction coordination, permit processing, inspections, utility coordination, document management, permit closeout, and record drawing management. Estimated level of work is 430 hours per month through May 2016, reduce to 350 hours through December 2016, and reduce to 270 hours through February 2017. Assume consultants will provide 190 hours per month and City staff will provide the remainder.	Oct 1, 2015 – May 31, 2016 \$175/hr x 240 hrs/month x 8 months	\$336,000
		June 1, 2016 through Dec 31, 2016 \$175/hr x 160 hours per month x 7 months	\$196,000
		January 1, 2017 through February 28, 2017 \$175/hr x 80 hours per month x 2 months	\$28,000
		Less available funding of	
		Subtotal this task	(\$325,000)
			\$235,000
2	Consultant support – Includes 190 hours per month for 17 months (weighted average hourly rate = \$170/hour).	\$170 /hour x 190 hours per month x 17 months	\$549,100
		Less available funding of	<u>(\$150,000)</u>
		Subtotal this task	\$399,100

	Subtotal: Labor Costs		\$634,100
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Labor Cost Notes:

1. VTA is currently implementing the Montague Reconstruction project in the City of Milpitas, under a Joint Powers Agreement with the County of Santa Clara and the Santa Clara Valley Water District. The Montague Reconstruction is a separate project from SVBX. City costs associated with Montague Reconstruction shall not be charged against the budgets provided in this Amendment.
2. VTA shall have the right to participate in the selection of consultants engaged by City that will be reimbursed by VTA pursuant to this Amendment No. 8.

Table B-2: Expenses ¹

1	Special inspection/testing, if needed	Lump sum	\$10,000
2	Reimbursement for printing.	20,000 sheets x \$0.10/sheet	\$2,000
	Subtotal: Expenses		\$12,000

Expense Notes:

1. Expense items listed in this Amendment may be payable either by VTA directly, or through its contractors, in accordance with VTA's applicable construction contracts.

Table B-3: City Hourly Rates

Milpitas Job Title	Hourly Rate	Milpitas Job Title	Hourly rate
Assistant City Attorney	\$158	Public Works Inspector	\$179
		Assistant Civil Engr	\$183
CIP Manager	\$184		
Principal Civil Engineer	\$234	Engr Aide	\$166
		Sr Public Works Inspector	\$202
Traffic Engineer	\$234	Sr Building Inspector	\$168
Assoc Civil Engineer	\$207	Bldg Inspector	\$148
Student Intern	\$25	Secretary	\$130
Senior Planner	\$219	Administrative Analyst	\$133

Milpitas Job Title	Hourly Rate	Milpitas Job Title	Hourly rate
Principal Planner	\$237	Public Info Specialist	\$133
Assistant Planner	\$172	Equipment Maintenance Worker III	177
		Water Systems Operator	\$177
Deputy Fire Chief	\$233	Assistant Water Systems Operator	\$162
Fire Marshal	\$193	Utility Maint Worker III	\$148
Fire Protection Engr	\$196	Utility Maintenance Worker II	\$128
Fire Captain	\$220	Equipment Maintenance Worker II	\$158
Fire Prevention Inspector	\$193	Office Specialist	\$105
Hazmat Inspector	\$191	Office Assistant	\$93
Battalion Chief	\$255	Finance Manager	\$148
Building Official	\$188	Accountant	\$102
Permit Center Manager	\$158	Fiscal Services Assistant II	\$77
Electrical Building Inspector	\$154	Permit Technician	\$112
Plan Check Engineer	\$170	Public Works Manager	\$156
Plan Checker	\$147	GIS Manager	\$143

The hourly rates set forth above are the hourly rates approved by the City Council on January 21, 2014, as part of the 2014 Cost Allocation Plan Update, have been adjusted administratively by the Director of Finance for FY 15-16, and will be adjusted similarly in subsequent years. VTA shall pay the applicable rates in effect at the time services are provided.