

**AMENDMENT NO. 4
TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF MILPITAS AND
VALI COOPER & ASSOCIATES, INC**

This 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 Vali Cooper & Associates, Inc., a California corporation (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an agreement on November 20, 2013 entitled "Consulting Services Agreement between the City of Milpitas and Vali Cooper & Associates, Inc." ("Agreement") for professional support services on the BART Silicon Valley Berryessa Extension (SVBX) project (Project No. 4265) in the amount of Nineteen Thousand Seven Hundred Sixty Dollars (\$19,760); and

WHEREAS, the parties entered into Amendment No. 1 to the Agreement on January 21, 2014 to increase the compensation in the amount of Seventy Five Thousand Dollars (\$75,000) to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project;

WHEREAS, the parties entered into Amendment No. 2 to the Agreement on June 3rd, 2014 to extend the term to June 30, 2015 and increase the compensation in the amount of One Hundred Fifty Eight Thousand Two Hundred Forty Dollars (\$158,240) to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project;

WHEREAS, the parties entered into Amendment No. 3 of the Agreement on December 16, 2014 to extend the term of the Agreement to September 30, 2015 and increase the compensation in the amount of Three Hundred Thousand Dollars (\$300,000) to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project;

WHEREAS, the parties desire to amend the Agreement again to extend the term of the Agreement to October 31, 2016 and increase the compensation in the additional amount of Three Hundred Ten Thousand Dollars (\$310,000), for a total not-to-exceed amount of Eight Hundred Sixty Three Thousand Dollars (\$863,000) to allow CONSULTANT to continue providing engineering support services for the BART Silicon Valley Berryessa Extension (SVBX) project and Montague Expressway Widening project.

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:

1.1 Term of Services. The term of this Amendment shall begin on the date first noted above and shall end on October 31, 2016, the date of completion specified in Exhibit A and Consultant shall complete all the work described in Exhibit A 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:

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed Eight Hundred Sixty Three Thousand Dollars (\$863,000) 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. Exhibit A is repealed and replaced in its entirety with Exhibit A-4.
4. Exhibit B is repealed and replaced in its entirety with Exhibit B-4.

5. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **November 20, 2013** between **Vali Cooper & Associates, 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.
6. All other provisions of the Agreement not modified by this Amendment No. 4 shall remain in full force and effect.

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

APPROVED BY:

CITY OF MILPITAS

VALI COOPER & ASSOCIATES, INC.
CONSULTANT

Thomas C. Williams, City Manager

John Collins, Chief Operating Officer

APPROVED AS TO CONTENT:

Steven J. Machida, Director of Engineering

APPROVED AS TO FORM:

Gary Baum, Interim City Attorney

EXHIBIT A-4

SCOPE OF SERVICES

CONSULTANT shall provide on-call engineering support services to the CITY for the Valley Transportation Authority's (VTA) Silicon Valley Bart Extension (SVBX), the County of Santa Clara's Montague Widening, and necessary related miscellaneous third party utility reviews.

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.

Project Engineers:
Russ Moore
Gareth Gill

Task 1 – VTA SVBX support – CIP 4265

Consultant shall provide professional engineering support services for the BART project. Duties shall include:

- Review documents, such as plans, specifications, performance criteria, maps, submittals
- Research maps and records
- Coordinate City responses on draft documents, such as plans, specifications, performance criteria, maps
- Attend coordination meetings
- Prepare documents, such as maps, charts, memos, permits, meeting minutes
- Track utility relocations
- Manage documents
- Assist Milpitas staff as needed

Task 2 – County Montague Widening support – CIP 4179

Consultant shall provide professional engineering support services for the BART project. Duties shall include:

- Review documents, such as plans, specifications, performance criteria, maps, submittals
- Research maps and records
- Coordinate City responses on draft documents, such as plans, specifications, performance criteria, maps
- Attend coordination meetings

- Prepare documents, such as maps, charts, memos, permits, meeting minutes
- Track utility relocations
- Manage documents
- Assist Milpitas staff as needed

Task 3 Miscellaneous third party utility support – Various Private Job Accounts

Consultant shall provide professional engineering support services for the BART project. Duties shall include:

- Review documents, such as plans, specifications, performance criteria, maps, submittals
- Research maps and records
- Coordinate City responses on draft documents, such as plans, specifications, performance criteria, maps
- Attend coordination meetings
- Prepare documents, such as maps, charts, memos, permits, meeting minutes
- Track utility relocations
- Manage documents
- Assist Milpitas staff as needed

All work shall be completed by October 31, 2016.

EXHIBIT B-4
COMPENSATION SCHEDULE

<u>Personnel</u>	<u>Hourly Rates</u>
Russ Moore	\$195
Gareth Gill	\$155

Other Vali Cooper & Associates, Inc. personnel may be assigned, upon mutual agreement of City and Vali Cooper & Associates, Inc., and according to the billing rate schedule 2015 and 2016.

EXHIBIT C
INSURANCE DOCUMENTS