

Project Name: CIP Staff Augmentation Services

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

This Amendment is entered into this 3rd of May, 2016, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and CSG Consultants Inc., a California Corporation (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an agreement on September 15, 2015 for professional engineering staff augmentation services for the completion of projects shown in the City's 5-year Capital Improvement Program, in the amount of One Hundred Fifty Thousand Dollars (\$150,000) ("Agreement"), and;

WHEREAS, the parties now desire to further amend the Agreement to allow CONSULTANT to provide additional professional staff augmentation services as requested by City staff in the amount of One Hundred Sixty Thousand Dollars (\$160,000).

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 December 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:

"COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed Three Hundred Ten Thousand Dollars (**\$310,000**) 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 A1 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 A, entitled "Scope of Services" of the Agreement is amended to include the additional Scope of Services set forth in the attached Exhibit A1, incorporated fully herein by reference.
4. Exhibit B, entitled "Compensation Schedule" of the Agreement is amended to include the additional compensation set forth in the attached Exhibit B1, 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 September 15, 2015, between CSG Consultants 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

CSG Consultants Incorporated

Steven Machida, Director of Engineering

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

Exhibit A1

April 22, 2016

Steve Machida
Engineering Director
City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA 95035

Re: Amendment Request for Capital Improvement Program Management Assistance

CSG Consultants, Inc. (CSG) is pleased to present this amendment request to continue assisting the City of Milpitas (City) with Capital Improvement Program (CIP) management. Provided on the following pages is our proposed scope of work and hourly rate sheet. CSG understands that this amendment request is for \$160,000 bringing the total contract value to \$310,000. This amendment will be effective starting May 3rd, 2016 and run through December 30th 2016.

CSG is proposing one senior level engineer to perform the work outlined in the scope of work. **Ferd Del Rosario, PE**, Senior Engineer, will serve as the staff providing assistance with Capital Improvement Program Management during the project planning, design, and construction phases. Prior to joining CSG, Mr. Del Rosario served as Senior Civil Engineer for the City of Dublin, managing the City's Capital Improvement Program.

Following is a sample of projects CSG will be assisting the City of Milpitas with:

- **Higuera Adobe Park Renovation** project: Managing consultant's work and coordination with several City departments. Project is planned for advertisement in July 2016 with a construction start date in August 2016.
- **Light Rail Median Landscaping** project: Managing consultant's work and acquisition of project permits. Project is planned for advertisement in May 2016 with a construction start date in July 2016.
- **Bridge Improvements** project: Assisting in the preparation of construction contract documents, cost estimates, and quality assurance review of project. Project is planned for advertisement in May 2016 with a construction start date in August 2016.

I will serve as the primary contact for this contract. My contact information is as follows:

Hatem Ahmed, PE, PMP | *Vice President*
(650) 522-2511 phone | hatem@csgngr.com email

We are excited to continue serving the City of Milpitas. If you have any questions, feel free to contact me at the information provided above.

Sincerely,

Hatem Ahmed, PE, PMP
Vice President, CSG Consultants, Inc.

CSG's CIP Management Approach

CSG's proposed staff members are senior level engineers who have managed Capital Improvement Programs for various agencies. Our proposed staff is already familiar with the City CIP project needs and is ready to work jointly with the City on delivering its program. Our staff will also work with stakeholders, utility companies, and permitting agencies as required.

Below is CSG's typical plan for managing projects:

Project and Task Order Management	Our Project Managers will meet with the City, local agencies, utility companies and other stakeholders to confirm project goals and objectives, task assignments and responsibilities, cost requirements, and project schedule. A clear understanding of the interface between our staff and our role in the project is essential. This will allow each Project Manager to properly allocate resources and make the necessary commitments to the project.
Project Management Plan	Our Project Managers will develop or request a project management plan including all project elements establishing the project scope of work, budget, schedule, and design standards to allow for solid traceability and accountability for any changes or variances from the project baseline components. In addition, our staff identifies any potential variances early in the project phase allowing for the development of an alternative approach to prevent potential schedule or cost slippages. We implement this by offering real-time data to the City through our daily contact with the City's CIP Manager and weekly project team meetings.
Scope/Control Management	Scope control will be enforced with the implementation of a well written scope of work (SOW) for all RFP's drafted for the CIP. If changes are required, a scope change process will be followed encompassing the cost and schedule impact of each potential change, as well as the additional scope description. Potential changes will be presented and discussed weekly with the City. As changes are approved or rejected, the appropriate revisions will be made to the scope of work and the schedule/cost baseline will be revised and resubmitted for approval by the City.
Schedule Management	An initial baseline schedule will be required and submitted for approval to the City for all projects. As work progresses on projects, the baseline schedule will be kept updated and required revisions will be submitted for review. Each schedule update will be compared to the previous submittal for variances. Once changes are approved, the schedule will be updated, and included in the project management plan.
Budget/Cost Management	As project estimates become finalized, they will be included in the project budget and loaded into the project cost. Once a project change is approved, it will be tied to a change order and the schedule and budget will be revised accordingly. All baselines, revisions, and change orders will be tracked, documented, and presented to the City for approval prior to including in the Project Management Plan.
Quality Management	A Quality Assurance Plan will be required as part of the Project Management Plan. The Quality Assurance Plan will include the review and testing requirements throughout the design and construction phase. CSG Project Manager's will enforce the Quality Assurance Plan, thus reassuring the City that the consultant/ contractor will be delivering a quality product.

Additional CIP Management Services

In addition to the steps above, CSG staff can assist the City with the various tasks described below:

- Preparing Grant Applications, such as Hazard Elimination Safety (HES), Highway Bridge Program (HBP), Active Transportation Program (ATP) Grants, etc;
- Preparing cost estimates for projects for budgeting purposes during the preliminary engineering phase;
- Reviewing plans, specifications, and estimates prepared by other consultants for accuracy, completeness, and conformance to City requirements;
- Preparing supporting studies, such as drainage studies, hydraulic analysis, quantity calculations, pavement design reports and other calculations and studies needed to support CIP projects;
- Reviewing preferred and alternative alignment studies and preliminary construction cost estimates when requested by the City;
- Preparing Water Quality Management Plans (WQMP) and Storm Water Pollution Plans (SWPPP). Both plans shall conform to the City's NPDES ordinance and the policies of the City;
- Preparing plans, specifications & estimate (PS&E) packages for projects using AutoCAD;
- Performing constructability reviews of completed designs, specifications, cost estimates, legal descriptions, and related work for accuracy and completeness;
- Processing permits through regulatory agencies such as the County, Corps of Engineer, State Department of Fish & Wildlife, Water Quality Board, Caltrans and other agencies as necessary to obtain permits or clearance;
- Preparing requests for proposals (RFP), Invitation for Bids and related documents; assist the City through the review process up to and including the recommendation for a contract award;
- Coordinating with utility companies to resolve utility conflicts with proposed work;
- Completing all applications to the appropriate utility companies and follow through to obtain the service in a timely manner;
- Manage projects during the preconstruction, construction, and project closeout phases;
- Preparing independent project schedules and cost estimates for CIP projects;
- Coordinating work between the contractor, inspectors, design consultant, and the City.
- Assisting the City in issuing change orders, review submittals, and project close-out and acceptance.

Exhibit B1

CSG Hourly Rates

Services are billed on a time and materials basis according to our Standard Rates, shown below.

Professional Engineering Services – Hourly Rates	
Senior Principal Engineer	\$205
Principal Engineer	\$170
Project Manager	\$170
Senior Engineer	\$165
Senior Structural Engineer	\$165
Associate Engineer	\$145
Assistant Engineer	\$125
Engineering Designer	\$115
Engineering Technician	\$105
Resident Engineer	\$170
Assistant Resident Engineer / Office Engineer	\$130
Senior Construction Inspector	\$130
Construction Inspector	\$115
Structural Representative	\$170
Two Person Survey Crew	\$285

Rates reflect and include administrative costs and routine expenses such as local mileage, copying, fax, telephone, mail, in-house printing, software, and computer usage, etc. Reproduction and sub consultants are billed at cost plus 15%. Rates will remain effective through June 30, 2017.