Project No: 8157
Project Name: Abel Street Midtown Improvements

DRAFT 37

AMENDMENT TO AGREEMENT No. 7
FOR CONSULTATION AND OTHER SERVICES

This Amendment is entered into this 12th of July 2005 by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and JMH Weiss, Inc. (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional mapping, survey, and utility engineering design services for Abel Street as part of the improvement of Midtown on March 25, 2004; and

WHEREAS, the parties entered into an Agreement Amendment #2 to allow CONSULTANT to provide professional topographic and ALTA Survey services on the parcel proposed as the location of the New Senior Housing and Medical Center on June 28, 2004. The parcel is located along the west side of North Main Street, south of Weller Avenue, and behind the City owned DeVries house.

WHEREAS, the parties entered into an Agreement Amendment #3 to provide professional traffic consulting services for North Main Project area (New Library, Parking Structure, Proposed Senior Housing and Proposed Medical Office Building), Serra Way between Calaveras Blvd and South Main Street, Abel Street Development and KB Homes Development at Abel Street on June 28, 2004.

WHEREAS, the parties entered into an Agreement Amendment #4 to provide professional traffic consulting services for Abel Street at Serra Center and 330 South Abel Street on September 10, 2004.

WHEREAS, the parties entered into Agreement Amendment #5 to provide professional engineering services to design Opticom Interconnect Systems along Abel Street at Weller Lane, Serra Way, Corning Avenue and Curtis Avenue and to conduct turning movement counts at Abel Street and Junipero Drive; to provide boundary, topographic, and utility survey in Curtis Avenue and a video inspection of the sewer and storm within Abel Street; to provide construction drawings for sanitary sewer upgrades in Abel Street and Curtis Avenue; to provide utility undergrounding master plan; and to provide a landscape concept plan for portions of Abel Street on October 19, 2004.

WHEREAS, the parties entered into Agreement Amendment #6 to pothole certain utilities along Abel Street to identify their precise locations on March 23, 2005.

WHEREAS, the parties now desire to amend the Agreement to provide professional engineering services to redesign the modification of existing traffic signals at the signalized intersections along Abel Street at Weller Lane, Serra Way, Junipero Drive, Corning Avenue and Curtis Avenue; design the signal interconnect along Abel Street; provide foot-candle calculations for the five (5) signalized intersections; design the retaining wall to support the new sidewalk along Lower Penitencia Creek from Great Mall Parkway to the southern Elmwood

Correctional Facility driveway; prepare PSUE documents for relocated traffic controller pads; revise street light circuit design; provide additional electrical services; coordination of SCVWD improvements; attend project management meetings; and reimbursable for printing, reproductions, deliveries, and mileage.

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

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:

   The term of this Agreement shall begin on the date first noted above and shall end on **May 30, 2006**.

2. Section 1, entitled "Services" is amended by adding Exhibit "**A-7**", which is attached hereto and incorporated by reference herein.

3. Section 2, entitled "Compensation" is amended to add Exhibit "**B-7**", which is attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

   The compensation for the services set forth in Exhibits "**A-7**" is a "Cost Not To Exceed" amount. The total maximum amount of compensation to be paid for the tasks outlined in Exhibit "**B-7**" shall be **$** ~~[illegible]~~ 116,000.00

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **March 25, 2004**, between **JMH Weiss, 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.

5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

_____
City Engineer as to Content

_____
City Manager

_____
City Attorney as to Form

ATTESTED BY:

_____
City Clerk

CONSULTANT

_____
Kevin R. Weiss P.E, P.L.S.
President
JMH Weiss, Inc.

EXHIBIT A-7

JMH Weiss, Inc. agrees to perform the items, as requested by the City as stated below.

Task 1 Modification of Existing Traffic Signals

TJKM (as sub-consultant to JMH Weiss, Inc.) will prepare plans, specifications and estimates (PS&E) for the redesign of the modification of existing traffic signals along Abel Street as follows:

- Weller Lane: Removal of all signal poles, relocation of controller, replace all existing conduit runs and loops, replace with new signal standard with new equipment.
- Serra Way: Removal of all signal poles, relocation of controller, replace all existing conduit runs and loops, replace with new signal standard with new equipment.
- Junipero Drive: Removal of all signal poles, relocation of controller, replace some existing conduit runs and loops, replace with new signal standard with new equipment.
- Corning Avenue: Removal of all signal poles, relocation of controller, replace all existing conduit runs and loops, replace with new signal standard with new equipment.
- Curtis Avenue: Removal of all signal poles, relocation of controller, replace all existing conduit runs and loops, replace with new signal standard with new equipment.

Task 2 Design Signal Interconnect Along Abel Street

TJKM (as sub-consultant to JMH Weiss, Inc.) will survey existing interconnect and design new interconnect plan to be shown on Traffic Signal plans. The design will isolate the interconnect line that is currently in a common box with other various services.

Task 3 Foot-Candle Calculations at Signalized Intersections

The Engineering Enterprise (as sub-consultant to JMH Weiss, Inc.) will revise the light fixtures to accommodate 400 watt lamps; prepare foot-candle calculations and prepare photometric drawings at the five (5) signalized intersections in Task 1, which show the revised traffic signal and street light pole layouts.

Task 4 Design Retaining Wall to Support New Concrete Sidewalk

Topographic Survey:

JMH Weiss, Inc. will provide topographic survey and prepare cross section drawings of the existing east bank of Lower Penitencia Creek including toe of slope, top of slope and top of existing top of curb.

Geotechnical:

Lowney Associate (as sub-consultant to JMH Weiss, Inc.) will prepare the design parameters for the structural design of the new retaining wall. Design parameters will be included in the final geotechnical report for the Abel Street Improvements Project.

Civil:

JMH Weiss, Inc. will prepare the civil plans, specifications and estimate (PS&E) for the design of the retaining wall including the subdrainage system behind the wall. Coordinate the surveying, geotechnical and structural works.

Structural:

Dominic Chu Consulting Structural Engineer (as sub-consultant to JMH Weiss, Inc.) will prepare the structural plans, specifications and estimate (PS&E) for the design of the retaining wall.

Task 5 Prepare Public Service Utility Easement Documents

Prepare property legals and plats for right –of –way take for the relocated traffic signal controller pads at Corning Avenue and at Abel Street south of Serra Way.

Task 6 Revise Street Light Circuit Design

Revise street light circuit design to minimize crossing underground conduits during future maintenance and underground construction within Abel Street.

Task 7 Provide Additional Electrical Service at the Senior Center

Provide additional electrical service at the Senior Center to serve the future signalized intersection at the USPS and KB Homes Bridge intersection.

Task 8 Provide Additional Electrical Circuits to Street Light Receptacles

Provide additional electrical circuits to the street light receptacles on both sides of Abel Street. The receptacles will be used for festive lighting.

Task 9
Coordinate with SCVWD the study of opportunities and restrictions to rehabilitate the eroding slopes of Lower Penitencia Creek fronting the Elmwood Correctional Facility.

Task 10 Project Management Meetings

Attend weekly meetings at 4 hours per week from December 2004 to June 2005 (Original contract covered from May 2004 to November 2004).

Task 11 Reimbursable
Additional reimbursable for printing, reproductions, deliveries, and mileage.

EXHIBIT B-7
FEE SCHEDULE

JMH Weiss, Inc.

The Fees for the listed Tasks are as follows:

TASK 1: Modification of Traffic Signals	
• Weller Lane	$ 4,800
• Serra Way	$ 2,400
• Junipero Drive	$ 6,000
• Corning	$ 6,000
• Curtis Ave	$ 6,000
Task 1 Total	$25,200
TASK 2: Design of Signal Interconnect	$ 12,000
TASK 3: Foot-Candle Calculations	$ 1,250
TASK 4: Retaining Wall Design	
• Topo Survey	$ 2,500
• Geotechnical	$ 2,250
• Civil	$ 2,550
• Structural	$ 8,000
Task 4 Total	$15,300
TASK 5: PSUE Documents	$ 3,820
TASK 6: Revise Street Light Circuit Design	$ 2,500
TASK 7: Provide Additional Elect. Service at Senior Center	$ 3,000
TASK 8: Provide Additional Elect. Circuits to Street Light Receptacles	$ 3,800
TASK 9: Coordination of SCVWD Imps.	$ 8,000
TASK 10: Project Management Meetings	$14,000
TASK 11: Reimbursable	$15,000
Total Not to Exceed Fee	$ ~~103,870~~ 116,000.00

EXHIBIT B-7 (cont'd)
HOURLY FEE SCHEDULE

JMH Weiss, Inc.

September 30, 2003 to September 30, 2005

Labor Category	Rate
Office and Professional	
Principal	$165/hr.
Senior Engineer/Surveyor	$120/hr.
Project Engineer/Planner	$105/hr.
Assistant Engineer/Planner	$85/hr.
Senior Technician	$90/hr.
Technician	$65/hr.
Administrative Assistant	$60/hr.
Clerical	$50/hr.
Office Assistant/Courier	$40/hr.
Field	
Field Work Supervisor	$90/hr.
2-Man Field Party (including total station)	$170/hr.
3-Man Field Party (including total station)	$220/hr.
Other	
Overtime Premium	Regular hourly rates plus twenty percent (20%)
Global Positioning System Services (GPS)	Project Specific
Outside Blueprinting	Cost, Plus 10%
Mileage	$0.375 per mile
Outside Contract Services	Cost, Plus 10%