

**AMENDMENT No 2
TO THE
PROFESSIONAL SERVICES AGREEMENT
WITH
WATER SYSTEMS OPTIMIZATION, INC.
FOR
WATER LOSS TECHNICAL ASSISTANCE PROJECT**

This Amendment is entered into this ____ day of _____, 2020 by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City") and **Water Systems Optimization, Inc.**, a corporation with its principle place of business at **131 Kissling Street San Francisco, CA 94103** (hereafter referred to as "Consultant"). City and Consultant may be jointly referred to herein as the "parties." City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment.

RECITALS

WHEREAS, on January 8, 2019, the parties entered into a Professional Services Agreement for Water Loss Technical Assistance Project services for the not-to-exceed amount of \$99,490, with a term period of January 1, 2019 to December 31, 2019 (the "Agreement"); and

WHEREAS, on December 31, 2019, entered into the first Amendment to the Agreement which extended the term period from December 31, 2019 to December 31, 2020, to allow Consultant to continue technical assistance to complete Task 3 "Apparent Loss Analysis" and Task 8 "Meter Testing; and

WHEREAS, the parties now desire to further amend the Agreement to include additional tasks to the scope of services and to increase the dollar amount by \$61,266, for a new total of \$160,756.00, to allow Consultant to continue water loss technical assistance.

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

1. Section 2, entitled "Compensation" is hereby amended to read as follows:
"COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed **One Hundred Sixty Thousand, Seven Hundred And Fifty-Six Dollars and Zero Cents (\$160,756.00)** for all services to be performed during the term of this Agreement and any reimbursable costs approved in advance by the City Manager and incurred during the term and under the scope of 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.

2. All other provisions of the Agreement not amended by this Amendment No. 2 shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

This Amendment is executed as of the date first written above.

APPROVED BY:

CITY OF MILPITAS

WATER SYSTEMS
OPTIMIZATION, INC.

Steven McHarris,
Interim City Manager

Kate Gasner
Vice President

Approved As To Content:

Tony Ndah
Director of Public Works

Approved:

Walter C. Rossmann
Director of Finance/Risk Manager

Approved As To Form:

Christopher J. Diaz,
City Attorney

EXHIBIT A

Scope of Services

The scope of services is amended to add the following tasks:

Task 9: Additional Leak Detection

This task will include additional acoustic leak detection surveying for 50 miles of the distribution system.

In this task, Consultant will:

- Select mileage and coordinate planning of survey
- Survey 50 miles of pipe
- Report on findings

Task 10. Pressure Logging

Complete pressure survey to provide detailed insight into the operating pressures of the distribution system.

This task includes the following:

- Calculate a refined weighted system average pressure for the AWWA Water Audit using data collected in the field
- Validate current understanding of pressure variability throughout distribution system
- Look for areas with potentially high and low pressures
- Refine pressure monitoring location recommendations
- Assess if current pressure regulating infrastructure is functioning as expected

Task 11: Water Audit Support

This task will include compilation and validation support for Milpitas 2019 Water Audit.

In this task, Consultant will:

- Compile the 2019 Water Audit
- Prepare Supporting Documentation for Validation
- Complete Level 1 Validation
- Report on 2019 Water Audit Findings

EXHIBIT B

COMPENSATION SCHEDULE

TASK	Cost
Task 9: Additional Leak Detection <ul style="list-style-type: none">• Kick Off Meeting• Acousting Leak Detection Survey (50 miles)• Reporting	\$26,040.00
Task 10: Pressure Logging <ul style="list-style-type: none">• Pressure Survey Design• Pressure Survey Execution• Analysis• Reporting• Expenses Estimate	\$23,196.00
Task 11: Water Audit Support <ul style="list-style-type: none">• Compile 2019 Audit & Supporting Documentation• Level 1 Validation• Reporting	\$12,030.00
Additional Tasks 9 - 11 Total	\$61,266.00
Project Total (Not-to-exceed)	\$160,756.00

Consultant's key staff assigned to the Project

<u>Team Member</u>	<u>Project Role</u>	<u>Hourly Rate</u>
Kate Gasner	Project Director	\$210.00
Kim Manago	Project Manager	\$155.00
Sarah Reed-Guy	Analyst	\$140.00