AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND PSOMAS

This Amendment No. 4 is entered into this 1st day of March 2022, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City") and PSOMAS, a California Corporation (hereafter referred to as “Consultant"). City and Consultant maybe individually referred to herein as “Party” or jointly as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into a Professional Services Agreement on July 1, 2019, for GIS data verification and update services for the maximum compensation amount of $154,025, and with a term period of July 1, 2019, through April 1, 2020(the “Agreement”); and

WHEREAS, on April 1, 2020, the Parties entered into Amendment No. 1 to the Agreement to extend the expiration date of the Agreement by six months to allow the Consultant additional time to complete the verification, evaluation, and update of City utility information in the City’s GIS system, and to make ministerial changes to the Agreement; and

WHEREAS, on October 1, 2020, the Parties entered into Amendment No. 2 to the Agreement to further extend the expiration date of the Agreement by one additional year to allow Consultant to perform mapping signalized intersections, interconnections between signals, and fiber throughout the City, and to increase the maximum compensation amount by $92,303.00 to allow for these further services; and

WHEREAS, on October 1, 2021, the Parties entered into Amendment No. 3 to the Agreement to further extend the expiration date of the Agreement by six months to allow the Consultant additional time to complete the verification, evaluation, and update of City signalized intersections, interconnections between signals, and fiber in the City’s GIS system; and

WHEREAS, the Parties now desire to amend the Agreement to extend the expiration date of the Agreement by eighteen months to allow CONSULTANT additional time to continue the verification, evaluation, and update of City signalized intersections, interconnections between signals, and fiber in the City’s GIS system, and to increase the compensation amount by $93,201 to allow for these further services.

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

1. Section 1, entitled “Services,” is hereby amended to read as follows:

“Consultant shall provide the City with the services described in the Scope of Services as Exhibit A, A1 and A2, attached hereto and incorporated herein.”

2. Section 2, entitled “Compensation,” the first line of subsection b. is hereby amended to read as follows:

"In on event shall the total amount paid for the services rendered by Consultant under this Agreement exceed the sum of Three Hundred Thirty-Nine Thousand Five Hundred Twenty-Nine Dollars and Zero Cents ($339,529)."

3. Section 5, entitled "Time of Performance," is hereby amended to read as follows:

"The term of this Agreement shall be from July 1, 2019, to October 1, 2023, unless earlier terminated as provided herein. Consultant shall complete the services within the term of this Agreement and shall meet any other established schedules and deadlines."

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 11, entitled "Insurance" of the Agreement. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policies.

5. Except as amended by this Amendment No. 4, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 4.

6. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

7. If any provision of this Amendment No. 4 shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment No. 4 unless elimination of such provision materially alters the rights and obligations set forth herein.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 4 as of the 1st day of March 2022.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF MILPITAS

Approved By:

Steven G. McHarris, City Manager

Date

Approved As To Form:

Christopher J. Diaz, City Attorney

Approved:

Lauren Lai, Risk Manager/Director of Finance

Approved As To Content:

Steve Erickson,
City Engineer/Director of Engineering

PSOMAS

Craig Gooch, Vice President

Date

EXHIBIT A-2
Scope of Services

PSOMAS

Balancing the Natural and Built Environment

January 14, 2022

Ron Long
1265 N. Milpitas Blvd.
Milpitas, CA 95035

Re: Change Order for Mapping Intersections, Signal Interconnects, and Fiber

Dear Ron:

Attached is a proposed scope of work for Psomas to perform additional services to complete the mapping of signalized intersections, interconnections between signals, and fiber throughout the City.

This proposal reflects our recent discussions about project objectives and the approach will remain the same as in previous phases. The project objectives include:

1) Complete data model and schema adjustments to support the data being created through the intersection mapping and interconnect locating
2) Complete the work associated with mapping of 15 additional intersections to make a total of 87 intersections throughout the City (72 were included in original project and 15 additional were discovered during the original work)
3) Provide field investigation and GPS mapping as well as Subsurface Utility Engineering (SUE) locating and GIS mapping for four additional areas of interest. Psomas to perform additional field review and GIS mapping.
4) Provide field services to support City staff with two additional areas of interest. Psomas will provide GIS mapping services.

Psomas will obtain field GPS measurements of surface features (pull boxes and vaults) to improve positional representation. For missing plans, underground utility locate services will be used with GPS locating to map those assets. Psomas will continue to use the VTA primary control that will assure high accuracy surveying services.

Deliverables will be in an Esri Geodatabase structure defined at the project initiation phase. Please let me know if you have questions or would like additional information.

Sincerely,

PSOMAS

Steve Bein
Vice President

cc: Ron Long

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Background

Psomas has been assisting the City with services to map assets representing street intersection assets and conductor locations within the intersections and between connected intersections and additionally mapping the City fiberoptic conduit/cable locations. This document is a proposal to perform additional services to complete these mapping services citywide and to provide additional field review, GIS mapping services as requested by the City and defined below.

Mapping Methodology

The mapping methodology will continue to use the same approach developed in the previous project.

Scope of Work

Task 1. Data Model and Schema Adjustments

Psomas provided project initiation services and a project kickoff that led to a modified approach to services through a project pilot to review the data model and schema. Subsequent adjustments were made to accommodate the results of the review and the data from the GIS mapping and field work that was being accomplished simultaneously. This work was not originally anticipated but provided significant improvement to the functionality of the resulting data in the City's GIS system. This task is complete.

Task 2. Intersection Mapping

Complete GIS mapping for 87 signalized intersections within the City of Milpitas. This task includes the GIS mapping of 15 intersections not originally included in the 72 intersection original project. The intersections will be mapped from as-built construction plans (where available) and placing them in geographic space to align with the existing aerial imagery and cadastral framework. Components of the plans will be digitized using an Esri / experience-based schema developed with input and approval from the City. Controllers, cabinets, detectors, poles, fixtures, pull boxes, conduit loops etc. will be digitized and any annotation the City deems necessary for future GIS applications will be captured. Each plan will be digitized as a discreet product and placed into the City's projection / cadastral basemap. Source documents / document URL will be included as attribute values for all plans.

Task 3. Interconnect Digitizing and Utility Locating

Psomas surveyors have completed the work to survey the location of pull boxes and vaults along the interconnect locations to establish control for mapping the schematic plans. Plan measurements with offset calls and depth indications were be used to place and attribute the cables / conduits controlled by the GPS locations. No changes to this task, just reallocation of budget. This task is complete.

Task 4 - Four New Areas: Utility Locating, GPS Survey, and GIS Mapping

Psomas will perform utility locating and GPS measurements of surface markings from the locate process. Industry standard methods for utility location will be used to trace lines and mark the surface above the lines. GPS survey of the markings will provide a GIS feature representing the line locations. The resulting features will be mapped in the GIS deliverable.

Area #	Area
1	S Main St to Great Mall to Police Annex. Unknown if line comes from north or west
2	West side of town, McCarthy from Dixon Landing south to Bellew Dr.
3	Jacklin Rd from SB 680 FWY Ramps to N Milpitas Blvd
4	Yosemite from Sinclair to S Milpitas Blvd

Task 5 - Two New Areas: Support City Staff with Utility Locating/GPS Survey, and Provide GIS Mapping

Psomas will support City staff with utility locating and GPS measurements of surface markings from the locate process. The resulting features will be mapped in the GIS deliverable.

Area #	Area
1	Yosemite east of 680 FWY to So. Park Victoria Drive
2	North Milpitas from the Town Center at Calaveras up to Dixon Landing.

Project Deliverables

- Geodatabase containing assets
- GPS locations of vaults and pull boxes
- Links to as-built drawings as attribute to GIS features (where available)
- Source quality attribution (from plan, GPS, orthophoto, etc.)

Assumptions

- The remaining intersections will be delivered as a single deliverable.
- Plans may be a schematic representation of the asset locations.

- Areas missing plans will be mapped based on field asset locating (not included in this scope) or City subject matter experts drafting the locations on a basemap for use by Psomas in digitizing the assets.
- Daily survey field crew rate is $3,250 for a 10-hour day. The estimated average number of locations surveyed is 50 per day including office quality control and coordinate file delivery. Actual quantity of surveyed locations will depend on the distribution and density of locations.
- Daily utility locator crew rate is $2,350. First day on a work order has a mobilization fee of $200.
- The amount of required field locating and survey is based on the previous intersection/interconnect work and may vary based on availability of construction plans and conditions encountered in the field.
- Psomas will follow industry best practices and provide due diligence in locating the pull boxes, vaults, and fiber lines. However, not all locations will be found either because they don't exist or the assets are not locatable based on the information available to the City and Psomas.

Project Schedule

The estimated duration for the mapping is 12 weeks with a total project duration of 16 weeks providing time for the City to perform final data acceptance testing.

Estimated Change Order

The service estimate includes fixed and variable costs. The fixed costs include the data modeling, intersection mapping, interconnect mapping, data quality review, delivery, and project management. Variable costs include GPS surveying and Interconnect conductor/conduit locating.

Task No.	Deliverables		Original Contract Cost		Change Order Request (Actual and Forecast)
Task 1	**Project Initiation**				
1.1	Project initiation and Database design	$	1,258	$	1,258
1.2	Source data collection (City to upload)	$	-		
1.3	Data model and schema adjustments	$	-	$	27,674
	Task 1 Total	**$**	**1,258**	**$**	**28,932**
					2301%
Task 2	**Intersection Mapping**				
2.1	Mapping 87 intersections	$	47,784	$	64,818
2.2	Additional QC			$	4,000
	Task 2 Total	**$**	**47,784**	**$**	**68,818**
					144%
Task 3	**Interconnection Mapping (Fiber)**				
3.1	GPS Locating based on schematic plans	$	13,736	$	2,000
3.2	Mapping	$	9,525	$	14,689
3.3	Utility locating (Missing Plans)		Unknown	$	8,000
	Task 3 Total	**$**	**23,261**	**$**	**24,689**
					106%
Task 4	**4 Additional Areas Locating and Mapping**				
4.1	Utility Locating, GPS Survey (Includes 10.5 days SUE and 5 days GPS)			$	42,585
4.2	GIS Mapping			$	1,800
	Task 4 Total			**$**	**44,385**
					New
Task 5	**Interconnection Mapping**				
5.1	City Locating Support (Includes 5 days SUE Crew)			$	12,330
5.2	GIS Mapping			$	1,350
	Task 5 Total			**$**	**13,680**
					New
	Project Total	**$**	**72,303**	***$***	***180,504***
	Utility Locating Contingency	***$***	***20,000***		
	Total with Contingency	***$***	***92,303***		
	Net Change Order Amount			***$***	***88,201***
	New Contingency			***$***	***5,000***
	Total Change Order Amount			***$***	***93,201***