

**SECOND AMENDMENT TO THE AGREEMENT
FOR DESIGN SERVICES BETWEEN CITY OF SAN JOSE
AND SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR THE CAPITOL EXPRESSWAY LIGHT RAIL (CELR) PEDESTRIAN
IMPROVEMENTS PROJECT (PHASE 1)**

This Second Amendment to the AGREEMENT is entered into by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), and the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, a public agency organized as a special district under California law (hereinafter "VTA").

RECITALS

WHEREAS, on July 22, 2010, the VTA and CITY entered into an agreement entitled "Agreement for Design Services Between the City of San José and Santa Clara Valley Transportation Authority for the Capitol Expressway Light Rail (CELR) Pedestrian Improvements Project (Phase 1)" ("AGREEMENT"); and

WHEREAS, the project scope as set forth in the AGREEMENT involves the CITY designing a number of pedestrian-related improvements along a portion of Capital Expressway, including sidewalk, lighting, landscape and bus stop improvements, and design support services during construction ("PROJECT"); and

WHEREAS, on July 8, 2011, the VTA and CITY entered into the First Amendment to the AGREEMENT to provide additional design and construction support services and increase the total compensation allowed by \$150,000 for a total amount of \$459,225; and

WHEREAS, the parties desire to further amend the amended AGREEMENT to modify the scope of services to include the "Pedestrian Lighting Design and Construction Support Services" for the PROJECT and increase the total compensation allowed by \$175,000 for a total amount of Six Hundred Thirty-Four Thousand Two Hundred Twenty-Five Dollars (\$634,225);

NOW, THEREFORE, the parties agree to further amend the amended AGREEMENT as follows:

SECTION 1. SECTION 4 of the AGREEMENT, entitled "COMPENSATION," is amended to read as follows:

"The compensation to be paid to CITY for professional services and authorized reimbursable expenses, if any, shall not exceed Six Hundred Thirty-Four Thousand Two Hundred Twenty-Five Dollars (\$634,225.00). The rate and schedule of payment is set out in SECOND REVISED EXHIBIT C, entitled "COMPENSATION," which is attached hereto and incorporated herein."

SECTION 2. REVISED EXHIBIT A of the AGREEMENT, entitled “SCOPE OF SERVICES” is amended and replaced in its entirety with SECOND REVISED EXHIBIT A, attached hereto and incorporated herein, which adds a new task “Task 9 - Pedestrian Lighting Design, ETC Lighting Study and Construction Support Services”.

SECTION 3. REVISED EXHIBIT B of the AGREEMENT, entitled “SCHEDULE OF PERFORMANCE,” is amended and replaced in its entirety with SECOND REVISED EXHIBIT B, attached hereto and incorporated herein. The SECOND REVISED EXHIBIT B provides for the completion of new Task 9 by June 30, 2014.

SECTION 4. REVISED EXHIBIT C of the AGREEMENT, entitled “COMPENSATION,” is amended and replaced in its entirety with SECOND REVISED EXHIBIT C, attached hereto and incorporated herein. SECOND REVISED EXHIBIT C provides a maximum amount of \$175,000 in compensation for new Task 9 and increases the total compensation amount from \$459,225 to a maximum amount of \$634,225 for all services including “Task 1” through “Task 9”.

SECTION 5. Except as hereby amended, all other terms and conditions of the amended AGREEMENT shall remain unchanged and in full force and effect.

This amendment is effective on the date last signed below.

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WITNESS THE EXECUTION HEREOF by the parties as follows:

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

Date: _____
GLENN SCHWARZBACH
Senior Deputy City Attorney

By _____ Date: _____
DENNIS D. HAWKINS, CMC
City Clerk

“VTA”

APPROVED AS TO FORM:

THE SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY, a
public agency

Date: _____
ROBERT FABELA
General Counsel

By _____ Date: _____
MICHAEL T. BURNS
General Manager

SECOND REVISED EXHIBIT A

SCOPE OF SERVICES

GENERAL PROJECT DESCRIPTION

CITY shall provide Bid Issue level (100%) street and pedestrian lighting, landscaping, irrigation and hardscape design services for the PROJECT. The PROJECT location is shown in Exhibit A-1.

Below is a summary of tasks for CITY services which shall consist of the following nine (9) main activities:

- Task 1 – Project Management and Coordination
- Task 2 – Site Investigation/Background Gathering
- Task 3 – Conceptual Corridor Lighting Study
- Task 4 – Lighting Confirmation Design
- Task 5 – Bid Issue Lighting Plans, Specifications and Estimate
- Task 6 – Landscaping Confirmation Design
- Task 7 – Bid Issue Landscaping Plans, Specifications and Estimate
- Task 8 – Design Support During Construction (DSDC)
- Task 9 – Pedestrian Lighting Design, ETC Lighting Study and Construction Support Services

All design services will be performed under the responsible charge of a California registered engineer and City shall follow VTA developed Design Management Plan (DMP) for the project.

CITY will identify utility service points and design connections from improvements to the point of connection including necessary infrastructure to serve streetlight and landscaping needs on the project. The VTA shall coordinate the necessary service connection agreements with the respective utility companies.

TASK 1 Project Management and Coordination

VTA shall serve as project manager for entire PROJECT. VTA's Project Manager shall be Ken Ronsse or his written designee. The Project Manager may be changed upon written notice to CITY. CITY designates John Cannon, Senior Engineer, as the project manager for the services under this AGREEMENT, who shall be responsible for

initiating the services, developing an Engineering Work Plan, implementing the services management procedures and controls, and maintaining effective communications among the CITY, VTA and its consultants (R&M) and other involved agencies and organizations regarding the services. The working interface between the CITY and VTA shall be defined by the following:

1. Within fifteen (15) days after execution of this AGREEMENT, the CITY shall submit an Engineering Work Plan that shall include the following:
 - a. Description of the CITY's approach to perform the scope of services, including any constraints, specific strategies, or special considerations that apply.
 - b. The roles and responsibilities of the PROJECT team members. Any changes to the CITY's Project Manager shall be reviewed and approved by the VTA's Project Manager.
 - c. Procedures for maintaining services quality control and adherence to services budget and schedule.
 - d. A project services schedule in bar chart format which shall detail the overall activities of each subtask in an appropriate time frame consistent with the duration of this AGREEMENT.
 - e. A Control Budget which shall specify the overall monthly cost and manpower forecasts for each subtask of services.
2. The Engineering Work Plan shall include a degree of detail appropriate to the services phase or task completed, as reasonably determined by VTA's Project Manager, and shall be progressively more detailed as engineering progresses. The Engineering Work Plan shall be updated by CITY upon the completion of each of the Tasks or as deemed necessary by the VTA's Project Manager.
3. During the performance of services, the CITY shall furnish Monthly Engineering Progress Reports which will include the following:
 - 1) A narrative report of specific milestones accomplished during the reporting period, problems encountered or anticipated, future goals or tasks to be scheduled for the next reporting period, and review dates and results of quality control programs, technical evaluations, and inspections related to the design services.
 - 2) A cost report that shows, for each task, the current period and cumulative expenditures to date, the estimated cost to completion, the approved budget, and a comparison of the latter two to show any variation.
 - 3) An updated project services schedule that compares actual to planned performance in terms of time and percent complete for each task.
4. Teleconference meetings shall be held on a weekly basis between VTA's Project Manager and CITY's Project Manager to review services budget and schedule status and discuss any issues or potential issues that arise.

5. Throughout the performance of the services, CITY's Project Manager shall regularly monitor services progress as compared with budget expenditures and schedule to assure that the services are on track and resources are being appropriately utilized. The budget and schedule status reports described above comprise an important part of this Project Management activity.

Successful implementation of the services will involve the cooperation of a number of stakeholders, as determined by the VTA's Project Manager. Various VTA Departments and consultants, and CITY Departments and Agencies will need to cooperate and work together during all phases of the services.

CITY will participate in up to eight (8) chartering, design initiation, design review, and project integration meetings, with respect to street and pedestrian lighting, landscaping irrigation and hardscape design services, as scheduled by the VTA's Project Manager. At a minimum, CITY's Project Manager and up to a maximum of two (2) CITY project team members shall attend such project meetings on an as-needed basis.

VTA's Project Manager shall be responsible for coordinating all comments and other input regarding the services from the various VTA Departments and consultants, as well as other stakeholders (such as the results of community outreach efforts conducted by VTA) which comments and other input shall be delivered in written form through VTA's Project Manager to CITY's Project Manager; CITY shall only accept direction from the various VTA Departments and consultants, and other stakeholders, in this manner.

Design for landscaping and street lighting must be packaged according to the scope of Pedestrian and Bus improvements contracts (integrated design must be planned for implementation into two contracts).

VTA QA department will review and perform design audits of the various submittals and review the stamped CITY's review sets in accordance with the requirements as stated in VTA's Project Design Management Plan (DMP).

TASK 2 Site Investigation/Background Gathering

The VTA shall provide CITY with all available existing utility mapping, including gas and electrical, telecommunications, water (potable & recycled water), and others as applicable. This information will be required no less than thirty (30) days following the date of this AGREEMENT. CITY will review information thus obtained and shall perform a site visit of the full extent of the PROJECT site, as shown in EXHIBIT A-1, to determine if there are any apparent utility conflicts with the street and pedestrian lighting, landscaping, irrigation and hardscape design services which are the subject of design/re-design. The site investigation shall be limited to a review of available plans

provided by the VTA (or obtained from utility companies) showing utilities or easements, and visiting and inspecting the surface of the site itself. The CITY is responsible to verify with each utility owner that the utility plans obtained from the VTA are the most current; in the event updated plans are required, the Schedule of Performance shall be extended as reasonably required to permit CITY to obtain same.

If, as a result of its site investigation, the CITY identifies possible utility conflicts with the proposed street and pedestrian lighting, landscaping and irrigation design, including hardscape design services, the CITY shall coordinate with the appropriate VTA departments and/or utility companies to confirm the location and nature of the conflicts in question and identify possible solutions to such conflicts. CITY will recommend a course of action to VTA to resolve any such conflicts; provided, however that VTA shall be responsible for conducting negotiations, and reaching final resolution, with the utility companies. The Schedule of Performance shall be extended as reasonably required to permit resolution of any such conflicts. VTA shall provide CITY with written direction on how to proceed with design.

The VTA shall provide the CITY with roadway geometry and intersection layouts no less than thirty (30) days following the effective date of this AGREEMENT. City shall submit design basis for landscaping and lighting to VTA by July 15, 2010 for VTA's review and approval of design basis concurrence.

TASK 3 Conceptual Corridor Lighting Study

The scope of services for Lighting Design will be limited to the design of lighting for the street and pedestrian lighting portion within the PROJECT site based upon the 95% LRT plans dated June 2008, provided by the VTA. Specifications and engineer's estimates are also part of the Lighting Design scope of services.

Conceptual lighting designs will be provided for two (2) design options for the corridor that show spacing of new and/or relocated luminaires for each option meeting lighting requirements. CITY will use the AGI32 lighting program (Version 2.0 or later) by Lighting Analysts to perform the illumination calculations. Design options will show the lane configuration, type, distribution and wattage of luminaires, pole configuration, arm length, mounting height, spacing and the light level results. Lighting design will be based on the width of the roadway and placing luminaires along the curb line within the PROJECT location. CITY will work with Santa Clara County and VTA to determine the type of roadway and decorative pedestrian light fixture(s) to be used in the corridor.

The optimizer function shall be used for the conceptual lighting design. Direct calculation mode shall be used for preliminary illumination calculation. Illuminance calculations (average illuminance levels and uniformity) will be provided. Illuminance and uniformity standards will be based on County and CITY standards (where

applicable) and the Illuminating Engineering Society of North America (IESNA) *American National Standard Practice for Roadway Lighting*, RP-8-00. It is assumed that the average illuminance for each of the corridors will be per County and CITY Standards. Illumination Design shall conform to County and CITY construction requirements and use only standard stock materials.

A Conceptual Corridor Lighting Study, along with a preliminary illumination design technical memorandum shall be provided to summarize design standards, assumptions and the calculation results. A preliminary illumination design technical memorandum will be submitted in PDF format with an electronic copy of the AGI analysis. VTA and County will review and provide comments.

Deliverables:

- Conceptual Corridor Lighting Study
- Preliminary Illumination Design Technical Memorandum

TASK 4 Lighting Confirmation Design

The CITY will prepare a Final Lighting Design Package for the street and pedestrian lighting portions of the Capitol Expressway Pedestrian Improvements Project based on the 95% LRT plans dated June 2008, provided by the VTA. CITY will work with County and VTA team to determine the type of decorative roadway and pedestrian light fixture(s) to be used in the corridor and provide illumination plans.

Work will include developing all lighting sheets to reflect mutually agreed to types and locations of poles, fixtures, conduit/wiring schedule and breaker/transformer control cabinet and service points along the corridor. All work will be designed to utilize space within existing rights of way (even for service connections) except for bus stop locations where the right of way needs have been identified. Final Lighting Design plan sheets will indicate type and locations for roadway and pedestrian luminaires as well as proposed electrical services and power sources. A Luminaire pole schedule will be developed to show luminaire pole location (station, offset), luminaire type, pole type, pole height, arm length, and foundation type.

VTA shall provide drafting format standards, along with sheet borders and numbering scheme for the CITY to conform to when preparing the drawings. VTA templates into which CITY's work product will be incorporated shall be provided to CITY in AutoCAD 2009 compatible format.

CITY shall prepare designs in compliance with the requirements of the 1992 City of San Jose Standard Specifications and the 1992 City of San Jose Standard Plan Details, and mutually agreed modifications suitable for the PROJECT.

All plans will be submitted to the VTA in hard copy (half-size plan set) and electronically in AutoCAD (version 2009) and PDF format. VTA and County will provide comments.

Upon receipt of comments from VTA and County, CITY will prepare a Lighting Confirmation Design Package that responds to the provided comments.

Lighting Plans (developed in 200 Scale, Metric), and Specifications will be developed and submitted in hard copy (six (6) half-size plan sets) and electronically in AutoCAD (version 2009) and PDF format. CITY will also provide estimated quantities and an opinion of probable cost on a level of detail and accuracy appropriate to the Lighting Confirmation Design.

City shall provide to VTA PS&E specifics for street lighting items for inclusion into comprehensive VTA packaged, copied and distributed documents set. CITY will also submit a response to comments matrix that clearly documents responses to all plan review comments submitted by the VTA, County and Rajappan and Meyer (R&M) team on the Final Lighting Design submittal.

Deliverables:

- Final Lighting Design Package by August 16, 2010
- Response to Comments Matrix: Final Lighting Design Comments
- Lighting Confirmation Design Package

TASK 5 Bid Issue Lighting Plans, Specifications and Estimate

VTA will review and provide comments on the Lighting Confirmation Design Package including input from County roadway and R&M (civil engineering, and traffic engineering teams).

CITY will prepare Bid Issue Lighting Plans and Specifications that respond to the provided comments and will also submit a response to comments matrix that clearly documents all comment responses. Wiring schematic, conduit/wiring schedule and breaker/transformer schedules will be developed. Temporary lighting during construction will be studied as part of the basic scope of services. Any special warranty

submittal or maintenance requirements will also be included in the plans and specifications.

These refinements will be incorporated by the CITY into the Bid Issue Lighting Design Plans (developed in 200 Scale, Metric), and Specifications, which will be submitted in hard copy (six (6) half-size plan sets) and electronically in AutoCAD (version 2009) and PDF format. CITY will also provide Bid Issue quantities and a final cost estimate on a level of detail and accuracy appropriate to the Bid Issue Design; provided, however, that CITY cannot and does not warrant or represent that actual quantities or costs will not vary from the Bid Issue quantities and final cost estimate.

Wiring schematic, conduit/wiring schedule and breaker/transformer schedules will be developed. Temporary lighting during construction will be studied as part of the basic scope of services.

Deliverables:

- Response to Comments Matrix: Lighting Confirmation Design Comments
- Bid Issue Lighting Plans and Specifications
- Final Quantities and Cost Estimate with backup for estimate.

TASK 6 Landscaping Confirmation Design

The CITY will prepare a Final Landscaping Design Package for the Capitol Expressway Pedestrian Improvements Project based on the 95% LRT plans dated June 2008, provided by the VTA.

Work will include revising all landscaping, irrigation and hardscape sheets to reflect mutually agreed to types and locations of plant and landscape material, irrigation layout, control cabinet and service points along the corridor. All work will be designed to utilize space within existing rights of way (even for service connections) except for bus stop locations where the right of way needs have been identified. Landscape plans will also be prepared for the Lake Cunningham Park frontage. Substitution of trees and shrubs to a "sustainable" list of trees and shrubs by CNPS will be evaluated and incorporated in design as appropriate. CITY will also prepare specifications and estimate for the above design. All plans will be submitted in hard copy (half-size plan set) and electronically in AutoCAD (version 2009) and PDF format along with specifications and estimate. CITY will also provide estimated quantities and an opinion of probable cost on a level of detail and accuracy appropriate to the Confirmation level Design. In addition, CITY will incorporate sustainable design into landscape, irrigation and hardscape elements of the project per California Native Plant Society (CNPS) recommendations.

VTA shall provide drafting format standards, along with sheet borders and numbering scheme for the CITY to conform to when preparing the drawings. VTA templates into which CITY's work product will be incorporated shall be provided to CITY in AutoCAD 2009 compatible format.

CITY shall prepare designs in compliance with the requirements of the 1992 City of San Jose Standard Specifications and the 1992 City of San Jose Standard Plan Details, and mutually agreed modifications suitable for the PROJECT.

VTA will review and provide comments on the Final Landscaping Design Package, including input from County, and the roadway and civil engineering teams. Upon receipt of comments from VTA and County, CITY will prepare a Landscaping Confirmation Design Package that responds to the provided comments.

Landscaping Plans (developed in 200 Scale, Metric), and Specifications will be developed and submitted in hard copy (six (6) half-size plan sets), electronically in AutoCAD (version 2009) and PDF format. CITY will also provide estimated quantities and an opinion of probable cost on a level of detail and accuracy appropriate to the Landscaping Confirmation Design.

CITY shall provide to VTA PS&E specifics for landscape items for inclusion into comprehensive VTA packaged, copied and distributed documents set. CITY will also submit a response to comments matrix that clearly documents all comment responses. VTA, County and Rajappan & Meyer team will review and provide comments on the Final Landscaping Design Package.

Deliverables:

- Final Landscaping Design Package by August 16, 2010
- Landscaping Confirmation Design Package
- Response to Comments Matrix: Final Landscaping Design Package Comments

TASK 7 Bid Issue Landscaping Plans, Specifications and Estimate

VTA will review and provide comments on the Landscaping Confirmation Design Package including input from County roadway and R&M (civil engineering, and traffic engineering teams). Upon receipt of comments from VTA and County, CITY will prepare a Bid Issue Landscaping Design Package that responds to the provided comments.

Any special warranty submittal or maintenance requirements will also be included in the plans and specifications.

These refinements will be incorporated by the CITY into the Bid Issue Landscaping, Design Plans (developed in 200 Scale, Metric), and Specifications, which will be submitted in hard copy (six (6) half-size plan sets) and electronically in AutoCAD (version 2009) and PDF format. CITY will also provide final quantities and estimated cost estimate on a level of detail and accuracy appropriate to the Bid Issue level Design; provided, however, that CITY cannot and does not warrant or represent that actual quantities or costs will not vary from the Bid Issue quantities and final cost estimate.

At the same time, the CITY will also submit a response to comments matrix that clearly documents all comment responses.

Deliverables:

- Response to Comments Matrix: Landscaping Confirmation Design Comments
- Bid Issue Landscaping Plans and Specifications
- Final Quantities and Cost Estimate with backup for estimate.

TASK 8 Design Support During Construction (DSDC)

CITY shall provide Design Support During Construction (DSDC) for construction of all the improvements designed by the CITY pursuant to this AGREEMENT. These services include the following items:

- Attend pre-construction meeting.
- Attend weekly contract progress meetings as requested by the VTA's Project Manager.
- Review and respond to street lighting and electrical submittals.
- Review and respond to landscape and irrigation submittals.
- Review and respond to electrical request for information (RFIs) from contractor/subs.
- Review and respond to landscape and irrigation RFIs.
- Clarify design intent to the contractor. This could be part of RFIs.
- Assist with site visits/field observations to resolve field issues as requested by the VTA's Project Manager.
- Assist the VTA with preparation of design change notices (DCNs)/change notices (CNs) including cost estimates and schedules for electrical, landscape and irrigation changes as requested by the VTA's Project Manager.
- Assist the VTA with coordination with R&M, County, SCVWD and other Agencies. Attend required meetings, incorporate required field/design changes including design preparation of revision documents.

- Assist the VTA with coordination with PG&E, SJWC and other utilities for utility service connections and agreements. Review and help resolve field changes, ensure that the utility company has performed per requirements, sign off on agreements and final disposition of submittals, and retain as-built records.
- Attend pre-final and final walkthroughs.
- Assist and develop pre-final and final punchlists.
- SWPPP assistance with contractor. Review and provide comments to Contractor's SWPPP submittal to ensure compliance with SWPPP Risk Level 2 and C.3.data form.

CITY shall provide the following deliverables to VTA in accordance with PROJECT schedule requirements:

- Construction support services, including review of submittals and shop drawings, responses to RFIs, and production of Change Notices. The City shall provide timely review and complete responses to material submittals, shop drawings and RFIs, in standard VTA format, consistent with VTA standards for project documentation.
- Construction contract documents required for design changes and contract change orders shall include plans in AutoCAD (version 2009 compatible with VTA) and pdf format, and specifications in CSI Specifications format using Microsoft Word. All computer software shall be compatible with the VTA Standard Software at the time of the work. Construction contract documents and studies shall be stamped by engineers and/or architects licensed in the State of California in the specific disciplines required to generate the design.
- Project cost estimates, final detailed engineering estimates with backup, that shall contain quantity take-offs from the plans.
- Estimated construction timeframes for design changes designed by CITY.
- CITY shall provide the VTA with itemized invoices for actual costs associated with the work described herein.

TASK 9 Pedestrian Lighting Design, ETC Lighting Study and Construction Support Services

CITY shall provide Pedestrian Lighting Design and Construction Support Services for construction of all the improvements designed by the CITY pursuant to this AGREEMENT. These services include the following items:

A. Pedestrian Lighting Design and Construction Support Services:

- Attend pre-construction meeting and weekly contract progress meetings, on as needed basis as determined by the VTA's Project Manager.
- Review and respond to electrical submittals associated with pedestrian lighting.

- Review and respond to electrical request for information (RFI) from contractor/subs and to clarify design intent to the contractor.
- Assist with site visits/field observations to resolve field issues as requested by VTA's Project Manager.
- Assist with preparation of design change notices (DCNs)/change notices (CNs) including cost estimates for electrical changes using AutoCAD (version 2009 compatible with VTA) as requested by VTA's Project Manager.
- Assist VTA to coordinate with R&M, County, SCVWD and other Agencies as requested by VTA's Project Manager.
- Assist VTA to coordinate with PG&E, SJWC and other utilities for utility connections and agreements as requested by VTA's Project Manager.
- Attend pre-final and final walkthroughs.
- Assist and develop pre-final and final punchlist.
- Provide additional design support and outstanding issues related to this Project, as requested by the VTA's Project Manager.

CITY shall provide the following deliverables to VTA in accordance with project schedule requirements:

- Construction contract documents including plans in AutoCAD (version 2009 compatible with VTA) and pdf format, and specifications in CSI Specifications format using Microsoft Word (following the Pedestrian Improvement Project specifications format). All computer software shall be compatible with the VTA Standard Software at the time of the work. Construction contract documents and studies shall be signed and stamped by engineers and/or architects licensed in the State of California in the specific disciplines required to generate the design.
- Construction support services, including review of submittals and shop drawings, respond to RFIs, and production of Change Notices according to VTA criteria.
- Project cost estimates, final detailed engineering estimates with backup, that include quantity take-offs from the plans.
- Upload all updated plans, specs and estimates on BuzzSaw cloud-based software.

B. Eastridge Transit Center Lighting Study:

Lighting improvements at the Eastridge Transit Center parking, multiuse path, and access roads shall be studied by City staff as necessary for the realignment of the access road, parking lot modifications and multiuse path. These lighting improvements are planned for construction in the Capitol Expressway Light Rail (CELR) Eastridge Transit Center and Bus Improvement project (ETC & Bus Imp).

The CELR ETC & Bus Imp project will improve nighttime visibility for motorists parking at the VTA parking lot and pedestrians accessing the ETC, while maintaining visibility for motorists parking and accessing the shopping center. Modifications to existing lighting in area to be improved with the future CELR Light Rail improvement are planned

to be completed with those projects, e.g., the intersection lighting at Capital Expressway and the Eastridge Loop.

Existing intersection lighting at traffic signals is part of the Light Rail improvements. Lighting proposed in the ETC & Bus Imp is coordinated with the existing and proposed lighting in the existing and proposed Light Rail Improvements. Intersection lighting calculations will be necessary when the roadway geometries are finalized.

The basic lighting goals are as follows:

Access Roads - Illuminance – 1.2 footcandle (fc) avg., 3:1 avg./min.

Multiuse walks - Illuminance – 2.5 fc avg., 0.6 fc min.

Open ETC Parking - Illuminance – 2.5 fc avg., 0.6 fc min.

Shopping Center Parking - Illuminance – 0.5 fc avg. 15:1 max/min uniformity
Minimum Vertical Illuminance – 0.25 fc (at 5 ft above parking surface at the point of lowest horizontal illuminance, excluding facing outward along boundaries).

AutoCAD files with geometries and improvements are transferred into AGI32 lighting software to model the performance of various lighting fixtures. Many different areas are defined and analyzed in order to determine improved visibility in areas including the access roads, multiuse walks, and parking. The calculations model the amount of light landing on access roads multiuse walks and parking areas (illumination), and lighting in the area of pedestrians faces in parking areas. Luminaires are placed relative to the face of curb with 4' setback taken into account. The high precision of the calculations' results are shown for design purposes. Calculation results are rounded, and then compared to goals.

SECOND REVISED EXHIBIT B
SCHEDULE OF PERFORMANCE

CITY shall schedule work such that tasks are completed in accordance with the schedule shown below. The schedule shown below is based upon the assumption that the VTA (or applicable consultants, utilities, agencies) has provided to CITY in a timely manner all design development and other project-related documents necessary for CITY to perform the services covered by this amended AGREEMENT, and VTA provides complete review of and comments to all CITY submittals within fifteen (15) working days of receipt thereof.

<u>Task Name</u>	<u>Latest Completion Date</u>
Task 1: Project Management and Coordination	November 8, 2010
Task 2: Site Investigation/Background Gathering	July 15, 2010
Task 3: Conceptual Corridor Lighting Study	July 30, 2010
Task 4: Lighting Confirmation Design	September 3, 2010
Task 5: Bid Issue Lighting Plans, Specifications and Estimate	November 8, 2010
Task 6: Landscaping Confirmation Design	September 3, 2010
Task 7: Bid Issue Landscaping Plans, Specifications and Estimate	November 8, 2010
Task 8: Design Support During Construction (DSDC)	June 30, 2014
Task 9: Pedestrian Lighting Design, ETC Lighting Study and Construction Support Services	June 30, 2014

The VTA will have the authority to extend any of the above completion dates, provided such modifications are made to CITY in writing.

SECOND REVISED EXHIBIT C

COMPENSATION

A. Maximum Compensation

The maximum amount of compensation to be paid to CITY under this amended AGREEMENT shall not exceed SIX HUNDRED THIRTY-FOUR THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS (\$634,225.00).

Compensation shall be subject to the following general restrictions: (1) Any hours worked and services rendered for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the VTA. (2) Once the VTA accepts a particular task as complete, CITY shall not bill any further services against the budget for that task even if unexpended amounts remain in the budget, unless authorized in advance in writing by the VTA.

B. Budget

The maximum compensation shall not exceed the indicated amount for the following work items:

<u>Description</u>	<u>Maximum Amount</u>
Services	
Task 1 - Project Management and Coordination	\$35,000
Task 2 - Site Investigation/Background Gathering	\$40,000
Task 3 - Conceptual Corridor Lighting Study	\$40,000
Task 4 - Lighting Confirmation Design	\$35,000
Task 5 - Bid Issue Lighting Plans, Specifications and Estimate	\$29,225
Task 6 - Landscaping Confirmation Design	\$80,000
Task 7 - Bid Issue Landscaping Plans, Specs and Estimate	\$50,000
Task 8 – Design Support During Construction (DSDC)	\$150,000
Task 9 – Pedestrian Lighting Design, ETC Lighting Study and Construction Support Services	<u>\$175,000</u>
 TOTAL (not to exceed maximum amount)	 \$634,225

The VTA may shift any portion of the amounts set forth above to another item so long as the total does not exceed the maximum amount of compensation to be paid under the AGREEMENT. Any such adjustment must be in writing to be effective.

C. Invoices

1. CITY shall, during the term of this AGREEMENT, invoice the VTA for all services performed under this AGREEMENT, subject to the maximum amounts described in Revised Exhibit C, Section B above. Invoices shall be prepared upon delivery to the VTA of each of Tasks 1 through 7 described above. Invoices for Task 8 and Task 9 may be submitted periodically, but no more than once per month. The invoice shall set forth a detailed description of the services performed during the completion of each deliverable, the amount of hours expended in performing those services, any authorized reimbursable expenses, and the total amount to be paid.
2. Provided the services covered by the invoice have been completed in accordance with the provisions of this AGREEMENT, VTA shall pay the CITY at the amount shown on the invoice within thirty (30) calendar days of the date of the invoice.

D. Rate of Compensation for Professional Services

VTA agrees to compensate CITY at the following maximum hourly rates for professional services and Additional Services performed in accordance with the terms and conditions of this amended AGREEMENT set forth in Exhibit C-1.

E. Reimbursable Expenses

No expense incurred by the CITY in performance of the services hereunder shall be reimbursable unless the VTA Project Manager or written designee has preapproved, in writing, the incurrence of such expenses.

EXHIBIT C-1

<u>CITY OF SAN JOSE</u>	
<u>HOURLY BILLING RATE SCHEDULE</u>	
<u>Job Category</u>	<u>Hourly Billing Rates (\$/hour)</u>
Senior Engineer	\$154
Associate Engineer	\$127
Engineer I/II	\$109
Prin. Engr. Technician	\$109
Suprv. Traffic Signal Technician	\$109
Senior Engr. Technician	\$98
Assoc. Engr. Technician	\$89
Senior Landscape Architect	\$154
Assoc. Landscape Architect	\$127