

Amendment to Standard City of San José Consultant Agreement
(Capital Projects)

First

Second Consultant's Name: Cal Engineering & Geology, Inc.

Third **(CPMS Contract No. 8827 - FEMA - Kelley Park Storm Outfall Repair (SCSJC88/PW1137) and Alum Rock Mineral Springs Bridge Embankment (SCSJC01/PW745))**
(Standard Agreement AC No. 29869-001 and 29869-002)

This Amendment is made and entered into this 25th day of October, 2022. The City and Consultant amend the above-referenced agreement as set forth herein.

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1. Capitalized words in this Amendment have the same meaning as in the Agreement.
 2. The provisions of this Agreement and any previous amendments not modified by this Amendment remain in full force and effect.
 3. The provisions of this Amendment are effective upon execution of the Amendment by both parties.
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4. **Agreement Term:** Section 2 is amended to extend the expiration date from October 31, 2022 to October 31, 2024.
 5. **Maximum Total Compensation:** Subsection 10.2 is amended to Increase Decrease the Maximum Total Compensation from \$ 659,312 to \$ 754,540. ("Maximum Total Compensation"). The fixed fee portion of the Maximum Total Compensation increased from \$79,509 to \$89,971 ("Fixed Fee"); the remaining 754,540 of the Maximum Total Compensation is the maximum amount the City will reimburse the Contractor for actual costs incurred in performing the Basic Services ("Maximum Actual Costs").
 6. **Agreement Section(s):** Section(s) 7 is amended to read as set forth in Attachment A of the Amendment. Achievement Engineering Corp (Subcontractor) Recognized Special Inspection and Testing Agency By the City of San Jose for Special Inspections on these projects.
 7. **Scope of Basic Services – Exhibit A:** The original First Revised Second Revised Exhibit A is amended to read as set forth in the attached First Second Third Revised Exhibit A, which is incorporated by reference into this Amendment.
 8. **Compensation – Exhibit B:** The original First Revised Second Revised Exhibit B is amended to read as set forth in the attached First Second Third Revised Exhibit B, which is incorporated by reference into this Amendment.
 9. **Additional Service:** The Consultant is authorized to perform the Additional Services set forth in the attached Additional Services Exhibit, which is incorporated by reference into this Amendment.
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First

Attachment A

Second

Agreement Provision Amendment(s)

Third

(Capital Project)

This Attachment A is an attachment to the First Second Third amendment to Agreement.

The Section(s) set forth in the original Agreement, or in any previous amendment to the original Agreement, is amended as follows:

2. AGREEMENT TERM

The Agreement term is from the Contract Data to October 31, 2024, unless terminated earlier pursuant to Section 19 below.

7. USE OF SUBCONSULTANTS

7.1 **Authority to Use:** Whichever of the following is marked applies to this Agreement:

- The Consultant can **not** use any subconsultants without the Director's prior written approval.
- The Consultant will use the following subconsultants for the specified areas of work. The Consultant can not remove, replace or add to any of the subconsultants identified in this provision without the Director's prior written approval.

Subconsultant's Name	Area of Work
1. Wood Rodgers	Civil Design
2. Horizon Water and Environment	Environmental Permitting
3. Achievement Engineering Corp	Special Inspection

7.2 **Subconsultant Work:** The Consultant warrants all services and deliverables provided by any subconsultants it uses, and represents that each such subconsultant is specially trained, experienced, and competent to perform its portion of the work.

- First**
 Second
 Third

Revised Exhibit A: Scope of Basic Services
(Capital Project)

This revised Exhibit A is an attachment to the First Second Third amendment to Agreement.

The tasks set forth in the original Exhibit A, or in any previous amendment to the original Exhibit A, are amended as follows:

A new task, 9a is added to be numbered and to read as followed:

Task No. 9a. Updated 100% Final Contract Documents for Signature Submittal (Kelley Park Storm Outfall Repair)

- A. Services:** Contractor shall update the 100% Design Submittal to include 100% Plans and Specifications based on the results of the completed winterization work performed in Fall 2020 (September 9, 2020) to protect the outfall from further erosion. The Updated 100% Design Submittal shall be a complete set of construction contract documents that would be biddable and buildable, free of errors, and ready for signatures.

Contractor shall prepare the Updated Final Plans. The Updated Final Plans shall incorporate the new site conditions; shall be free of errors; and shall be signed, dated, and stamped by Contractor, and ready for City's acceptance.

Contractor shall prepare the Updated Final Specifications. The Final Specifications shall be free of errors; and shall be signed, dated, and stamped by Contractor, and ready for City's acceptance signatures. The Final Specifications shall incorporate the City's front end specifications (to be provided by City).

Contractor shall prepare the Updated Final Engineer's Estimate and Schedule of Quantities.

Contractor shall prepare the Updated Final Project Construction Schedule and Duration.

Contractor shall prepare an updated final design memorandum with all calculations completed for design of the project which will be based on recommendations and design parameters presented in the geotechnical report, results from the site investigations, and topographic survey.

Contractor will perform Quality Assurance / Quality Control (QA/QC) on deliverables to CITY in accordance with CONTRACTOR's standard requirements. This will consist of submittals reviewed at preliminary investigation levels and assurance that review recommendations are addressed.

B. Deliverables: Contractor shall provide the following:

1. A copy of the signed and stamped Final Plans in AUTOCAD and PDF.
2. Six (6) 11"x17" hard copies, and Two (2) 24"x36" hard copies of the Updated Final Plans.
3. A copy of the signed and stamped Updated Final Specifications in Microsoft Word and PDF.
4. Six (6) 8 1/2" x 11" hard copies of the Updated Final Specifications.
5. A copy of the Updated Final Engineer's Estimate and Schedule of Quantities in Microsoft Excel and PDF.
6. A copy of the Updated Project Schedule and Duration in Microsoft Project and PDF.
7. A copy of the Updated Final Design Memorandum with all calculations in PDF.

- C. Completion Time:** The Contractor must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:

On or before the following date: __.

On or before 45 days after NTP issued for this task

Amended Tasks 18 and 37 are to be amended as follows:

Task No. 18: Special Inspection (Kelley Park Storm Outfall Repair)

- A. Services:** Contractor shall provide special inspection for structural improvements, geotechnical engineering observations and confined space entry inspection, as required. Special inspections shall only be performed by a Special Inspection and Testing Agency, approved by the City. See Exhibit A.1 for Special Inspection and Testing Agencies, approved by the City.
- B. Deliverables:** Contractor shall provide inspection reports of geotechnical observations and structural inspections for each site visit during construction.
- C. Completion Time:** The Contractor must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:
- On or before the following date: _____.
- On-call during project construction, on an as-needed basis at the request of the City.

Task No. 37: Special Inspection (Alum Rock Mineral Springs Bridge Embankment)

- A. Services:** Contractor shall provide special inspection for structural improvements and geotechnical engineering observations, as required. Special inspections shall only be performed by a Special Inspection and Testing Agency, approved by the City. See Exhibit A.1 for Special Inspection and Testing Agencies, approved by the City.
- B. Deliverables:** Contractor shall provide inspection reports of geotechnical observations and structural inspections for each site visit during construction.
- C. Completion Time:** The Contractor must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:
- On or before the following date: _____.
- On-call during project construction, on an as needed basis at the request of the City

Exhibit A.1

**SPECIAL INSPECTION AND TESTING AGENCIES RECOGNIZED BY
 THE CITY OF SAN JOSE
 Updated: November 2, 2020**

KEY: RC = Reinforced Concrete PC = Prestressed Concrete SM = Structural Masonry FP = Fireproofing
 HSB = High-Strength Bolting NDT = Non-destructive Testing SWC = Structural Wood Construction SW = Steel Welding

AGENCY NAME	ADDRESS	PHONE/FAX	RC	PC	SM	SW	HSB	NDT	SWC	FP	EXPIRATION DATE
A 1 Inspection Services	1754 Mission Street San Francisco, CA 94109	(415) 621-8001 (415) 358-4409	X	X	X	X	X	X	X	X	10/6/2018
ACE Quality Control	1830 Vernon St, Suite #7 Roseville, CA 95678	(916) 742-5096 (530) 241-5935	X	X	X	X	X			X	9/4/2021
Achievement Engineering Corp.	2455 Autumnvale Drive, Unit E San Jose, CA 95131	(408) 217-9174 (408) 217-9632	X	X	X	X	X	X	X	X	3/6/2022
Advanced Testing & Inspection (ATI)	540 Brunken Avenue, Suite B Salinas, CA 93901	(831) 422-2272 (831) 597-2004	X	X	X	X	X			X	10/1/2022
Apex Testing Labs, Inc.	1790 Yosemite Ave San Francisco, CA 94124	(415) 550-9800 (415) 550-9880	X	X	X	X	X	X		X	10/11/2021
Applied Materials & Engineering	980 41st Street Oakland, CA 94608	(510) 420-8190 (510) 420-8186	X	X	X	X	X	X	X	X	8/2/2022
Aries Engineering	5357 Persimmon Grove Ct San Jose, CA 95123	(408) 634-0087	X			X	X		X		9/3/2023
Baez Geotechnical Group (BGG)	1686 Second St, Ste. 205 Livermore, CA 94550	(925) 766-1616	X	X	X						4/22/2022
BAGG Engineers	138 Charcot Avenue San Jose, CA 95131	(650) 852-9133 (650) 852-9138	X	X	X	X	X	X	X	X	7/6/2023
Berlogar, Stevens and Associates	5587 Sunol Boulevard Pleasanton, CA 94566	(925) 484-0220 (925) 846-9645	X	X	X	X	X			X	9/4/2021
Biggs Cardosa Associates, Inc.	865 The Alameda San Jose, CA 95126	(408) 296-5515 (408) 296-8114	X	X	X	X	X				11/7/2020
B.S.K. Associates	399 Lindbergh Ave Livermore, CA 94551	(925) 315-3151 (925) 315-3152	X	X	X	X	X	X		X	2/14/2021
Consolidated Engineering Labs	2001 Crow Canyon Rd, Suite 100 San Ramon, CA 94583	(925) 314-7100 (925) 855-7140	X	X	X	X	X	X	X	X	10/18/2021
Construction Testing Services (CTS)	2118 Rheem Drive Pleasanton, CA 94588	(925) 462-5151 (925) 462-5183	X	X	X	X	X	X	X	X	12/15/2022
CTE Cal, Inc.	46716 Fremont Boulevard Fremont, CA 94538	(510) 573-6362 (510) 573-6684	X	X	X	X	X	X	X	X	10/1/2022
Earth System Pacific	48511 Warm Springs Blvd, Suite 210 Fremont, CA 94539	(510) 353-3833 (888) 567-4292	X	X	X	X	X		X	X	10/25/2020
ENGEO Incorporated	2010 Crow Canyon Pl., Suite 250 San Ramon, CA 94583	(925) 866-9000 (888) 279-2698	X	X	X	X	X	X	X	X	8/7/2022
Geissler Engineering	83e Beach Road Belvedere, CA 94920	(415) 992-9393	X			X	X		X		10/5/2023
Geocon Consultants, Inc.	6671 Brisa Street Livermore, CA 94550	(925) 371-5900 (925) 371-5915	X	X	X	X	X		X	X	10/7/2023
HP Inspections	690 Sunol Street, Bldg. H San Jose, CA 95126	(408) 288-8460 (408) 271-0902	X	X	X	X	X	X		X	1/8/2021
Inspection Consultants, Inc.	1515 North C Street Sacramento, CA 95814	(916) 321-5580 (916) 321-5590	X	X	X	X	X			X	1/20/2020
Inspection Services Inc.	1798 University Avenue Berkeley, CA 94703	(415) 243-3265 (415) 243-3266	X	X	X	X	X	X	X	X	6/25/2022

RECOGNIZED SPECIAL INSPECTION & TESTING AGENCIES - continued

AGENCY NAME	ADDRESS	PHONE/FAX	RC	PC	SM	SW	HSB	NDT	SW	FP	EXPIRATION
KC Engineering Co.	865 Cotting Lane, Suite A Vacaville, CA 95688	(707) 447-4025 (707) 447-4143	X	X	X	X	X			X	11/7/2020
Kleinfelder Inc.	2601 Barrington Ct, Hayward, CA 94545	(925) 484-1700	X	X	X	X	X	X		X	7/30/2022
Korbmacher Engineering Inc.	480 Preston Court, Suite B Livermore, CA 94551	(925) 454-9033 (925) 454-9564	X	X	X	X	X		X	X	4/11/2020 Pending Review
Krazan and Associates Inc.	1061 Serpentine Lane, Suite F Pleasanton, CA 94566	(925) 307-1160 (925) 307-1161	X	X	X	X	X	X	X	X	1/5/2021
MatriScope Engineering	6244 Preston Av Livermore, CA 94551 601 Bercut Dr. Sacramento, CA 95811	(510) 763-3601 (916) 375-6700	X	X	X	X	X	X	X	X	1/1/2022
Mid Pacific Engineering, Inc MPE	4200 N. Freeway Blvd., Suite 5 Sacramento, CA 95834	(916) 927-7000	X	X	X	X	X	X		X	3/12/2023
Moore Twining Associates, Inc.	2527 Fresno Street Fresno, CA 93721	(559) 268-7021 (559) 268-0740	X	X	X	X	X			X	8/8/2021
Nicholas Engineering Consultants	6743 Dublin Boulevard, #15 Dublin, CA 94568	(925) 829-8090 (925) 829-0235	X	X	X	X	X		X	X	5/7/2022
Ninyo & Moore	1956 Webster Street, Suite 400 Oakland, CA 94612	(510) 633-5640 (510) 633-5646	X	X	X	X	X	X	X	X	12/8/2019
NORCON LLC	1661 Tennessee St. Suite 201 San Francisco, CA 94107	(415) 710-1155	X	X	X	X	X	X	X	X	9/1/2023
Pacific Crest Engineering, Inc.	444 Airport Blvd, Ste. 106 Watsonville, CA 95076	(831) 722-9446 (831) 722-9158	X		X		X				1/7/2022
Picot Inspection	2162 62th Ave, Oakland, CA 94621	(510) 847-8990	X	X	X	X	X			X	3/10/2022
PJC & Associates, Inc.	600 Martin Ave, Ste 210 Rohnert Park, CA 94928	(707) 584-4804	X		X	X					8/5/2019
Professional Service Industries, Inc.	380 Tennant Ave, Ste. 3 Morgan Hill, CA 95037	(408) 669-5500	X		X	X	X			X	3/26/2022
Quantum Geotechnical	6288 San Ignacio Ave. Suite D San Jose, CA 95119	(408) 629-3822 (408) 629-3825	X	X	X					X	8/10/2019
RES Engineers, Inc.	1250 Missouri Street, Suite 207 San Francisco, CA 94107	(415) 822-4625 (415) 822-8925	X	X	X	X	X	X	X	X	6/3/2022
RMA Group	130 Archer Street San Jose, CA 95112	(408) 362-4920 (408) 362-4926	X	X	X	X	X	X	X	X	4/2/2022
Salem Engineering Group, Inc.	4055 W. Shaw Ave, Suite 110 Fresno, CA 93722	(559) 271-9700 (559) 275-0827	X	X	X	X	X	X	X	X	7/25/2021
Signet Testing Laboratories	3526 Breakwater Court Hayward, CA 94545	(510) 887-8484 (510) 783-4295	X	X	X	X	X	X	X	X	12/19/2020
Smith-Emery Company	P.O. Box 880550, Hunters Point Shipyard, Building 114, San Francisco, CA 94188	(415) 642-7326 (415) 642-7055	X	X	X	X	X	X	X	X	8/17/2023
Stevens Ferrone & Bailey	1600 Willow Pass Court Concord, CA 94520	(925) 688-1001 (925) 688-1005	X	X	X	X	X		X	X	3/6/2022
Structure Groups	2352 Research Drive Livermore, CA 94550	(925) 447-9900 (925) 447-9901	X	X	X	X	X		X	X	2/2/2021

RECOGNIZED SPECIAL INSPECTION & TESTING AGENCIES - continued

Summit Associates	2300 Clayton Road, Suite 1380 Concord, CA 94520	(925) 363-5560 (925) 363-5511	X	X	X	X	X	X	X	X	X	12/12/2022
Terracon Consultants, Inc	5075 Commercial Circle, Suite E Concord, CA 94520	(925) 348-9057	X	X	X	X	X	X			X	10/31/2021
Testing Engineers Inc.	2811 Teagarden Street San Leandro, CA 94577	(510) 835-3142 (510) 834-3777	X	X	X	X	X	X	X	X	X	3/9/2021
Twining	1572 Santa Ana Avenue Sacramento, CA 95838	(916) 649-9000 (916) 921-8532	X	X	X	X	X			X	X	2/6/2021
Valley Inspection	326 Woodrow Avenue Vallejo, CA 94591	(707) 552-7037 (707) 552-7022				X				X	X	3/9/2021
Wallace-Kuhl & Associates, Inc.	3050 Industrial Boulevard West Sacramento, CA 95691	(916) 372-1434 (916) 372-2565	X	X	X	X	X	X			X	8/21/2023

Notes: (1) Agencies may have offices in more than one location. (2) Agencies with a "Pending Review" status are recognized. (3) Other agencies may be approved by local jurisdictions.

First **Second** **Third** **Revised Exhibit B: Compensation** (Capital Projects)

This revised Exhibit B is an attachment to the **First** **Second** **Third** amendment to the Agreement.

Section 1 – Compensation Table

Part 1 – Compensation for Basic Services							
Column 1	Column 2		Column 3			Column 4	
Task Nos.	Basis of Compensation		Invoice Period			Compensation	
						Maximum	Fixed Fee
Task 1	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$21,332	\$2,997
Task 2	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$17,957	\$2,634
Task 3	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$8,986	\$1,337
Task 4	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$19,377	\$1,673
Task 5	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$19,934	\$2,960
Task 6	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$73,001	\$10,778
Task 7	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$22,263	\$3,291
Task 8	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$12,927	\$1,909
Task 9	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$11,272	\$1,653
Task 9a	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$11,262	\$1,689
Task 10	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$1,624	\$244

Part 1 – Compensation for Basic Services (continued)

Column 1	Column 2		Column 3			Column 4	
Task Nos.	Basis of Compensation		Invoice Period			Compensation	
						Maximum	Fixed Fee
Task 11	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$1,498	\$225
Task 12	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$2,079	\$301
Task 13	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$7,354	\$1,103
Task 14	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$5,804	\$871
Task 15	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$4,214	\$632
Task 16	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$4,472	\$536
Task 17	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$34,388	\$5,068
Task 18	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$38,225	\$3,761
Task 19	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$7,575	\$1,088
Task 20	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$21,332	\$2,997
Task 21	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$21,595	\$3,179
Task 22	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$9,231	\$1,373
Task 23	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$19,269	\$1,657
Task 24	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$17,020	\$2,523

Part 1 – Compensation for Basic Services (continued)

Column 1	Column 2		Column 3			Column 4	
Task Nos.	Basis of Compensation		Invoice Period			Compensation	
						Maximum	Fixed Fee
Task 25	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$71,805	\$10,599
Task 26	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$20,368	\$3,006
Task 27	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$13,738	\$2,031
Task 28	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$11,912	\$1,749
Task 29	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$1,463	\$219
Task 30	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$1,498	\$225
Task 31	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$2,079	\$301
Task 32	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$7,354	\$1,103
Task 33	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$5,804	\$871
Task 34	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$4,214	\$632
Task 35	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$9,302	\$1,260
Task 36	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$34,388	\$5,068
Task 37	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$59,239	\$5,365
Task 38	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$7,414	\$1,063

Part 2 – Reimbursable Expenses		
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.	<input type="checkbox"/> Expenses are separately reimbursable in accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is:	\$0
Part 3 – Subconsultant Costs		
<input checked="" type="checkbox"/> The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are not separately compensable.	<input type="checkbox"/> Subconsultant costs are separately compensable in accordance with Subsection 10.6 of the Agreement. The maximum amount of compensation for subconsultant costs is:	\$0
Part 4 – Additional Services		
<input checked="" type="checkbox"/> No money is budgeted for Additional Services, and the Director can not authorize any Additional Services.	<input type="checkbox"/> The Director may authorize the Consultant to perform Additional Services up to the following maximum amount:	\$0
Maximum Total Compensation (sum of Parts 1 through 4):		\$ 754,540

Section 2 – Schedule of Rates and Charges

- Omitted.** No Schedule of Rates and Charges is included because the City will not be compensating the Consultant for any Basic Services on a “time & materials” basis.
- The following is the Schedule of Rates and Charges applicable to this Agreement:

A Cal Engineering and Geology, Inc. (CONTRACTOR)

	Actual Hourly Rate	Fringe Benefits Rate	Overhead Rate	Total Rate
Senior Principal Engineer/Geologist	\$101.60	35.99%	121.08%	\$261.18
Principal Engineer/Geologist	\$86.23	35.99%	121.08%	\$221.66
Associate Engineer/Geologist	\$70.30	35.99%	121.08%	\$180.72
Senior Engineer/Geologist	\$58.76	35.99%	121.08%	\$151.06
Project Engineer/Geologist	\$46.67	35.99%	121.08%	\$119.99
Staff Engineer/Geologist	\$35.15	35.99%	121.08%	\$90.36
Field Technician (Straight rate prevailing wage)	\$77.05	0.00%	121.08%	\$170.35
Senior GIS/CADD Specialist	\$34.27	35.99%	121.08%	\$88.10
GIS/CADD Specialist	\$34.60	35.99%	121.08%	\$88.94
Project Assistant	\$30.85	35.99%	121.08%	\$79.31
Administration/Clerical	\$47.78	35.99%	121.08%	\$122.82
Special Inspector (Straight rate prevailing wage; no 4-hr min)	\$85.84	0.00%	121.08%	\$189.78
Deposition/Court Testimony (minimum 4 hours)	\$101.60	35.99%	121.08%	\$261.18

** Rate based on (2022) rates

Field and Laboratory Tests	Rates	Unit
Concrete Compressive Strength Testing	\$ 65	per cylinder
Moisture Content (ASTM D 2216)	\$ 22	per test
Moisture & Density (ASTM D 4318)	\$ 29	per test
Atterberg Limits (ASTM D 4318)	\$ 191	per test
Compaction Curve, 4" mold (ASTM D 1557)	\$ 242	per test
Compaction Curve, 6" mold (ASTM D 1557)	\$ 299	per test
Wash over #200 Sieve (ASTM D 1140)	\$ 67	per test
Sieve Analysis with #200 Wash (ASTM D 422)	\$ 139	per test
Sieve & Hydrometer (ASTM D 422)	\$ 216	per test

Reimbursables	Rates	Unit
Nuclear Gage	\$ 54	per day
Inclinometer	\$ 184	per day
Vane Shear Device	\$ 106	per day

A new subcontractor is added to be numbered and to read as followed:

Achievement Engineering Corp (Subcontractor)

Office & Field	Actual Hourly Rates	Fringe Benefits Rate	Overhead Rate	Total
Registered Principal Engineer	\$73.20	49.2%	120%	\$210.00
Project Manager	\$69.30	49.2%	120%	\$175.00
Special Inspection Steel and Concrete	\$50.80	49.2%	120%	\$125.00
Special Certified Division of State Architecture Masonry Inspection	\$55.30	49.2%	120%	\$155.00