

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

☐ First

☒ Second

☐ Third

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

**(CPMS Contract No. 8721)**  
**(Standard Agreement AC No. 29740)**

This Amendment is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 December 31, 2022 to December 31, 2024.
  5. ☒ **Maximum Total Compensation:** Subsection 10.1 is amended to ☐ Increase ☐ Decrease the Maximum Total Compensation from \$673,222 to \$693,222.
  6. ☐ **Agreement Section(s):** Section(s) \_\_\_\_\_ is/are amended to read as set forth in Attachment A of the Amendment.
  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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**This Amendment is executed by the authorized representatives of the City and Consultant as follows:**

**City of San José**

By \_\_\_\_\_

Name: Toni J. Taber

**Date**

Title: City Clerk

**Consultant**

By \_\_\_\_\_

Name: Daniel J. Peluso

**Date**

Title: Principal Engineer

**Approval as to Form (City Attorney):**

☐ **Form Approved by the Office of the City Attorney.**

(Maximum Total Compensation, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

☒ **Approved as to Form:**

By \_\_\_\_\_

\_\_\_\_\_  
Name:

**Date**

Title:

\_\_\_\_\_  
Name: Kevin Fisher

**Date**

Title: Assistant City Attorney

- ☐ 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:

**Task No. 9, entitled “Plans, Specifications and Estimate- 100% Final Contract Documents for Signature (San Jose Family Camp Project)” is amended to read as follows:**

- A. Services:** Consultant shall review additional comments by City staff and shall prepare Updated 100% Plans, Specifications, and Engineer’s Estimate based on the review comments. Consultant shall update permitting documents to incorporate changes in the design. The intent is primarily to incorporate changes in the width of the ADA pathway near the San José Family Camp Dining Commons and Little Store. Other changes include additional review comments by City staff of the current 100% design plans.

The 100% Plans and Specifications shall be signed and stamped by Consultant and ready for City’s acceptance signatures.

- B. Deliverable:** Consultant shall provide deliverables as stated in Task No. 9 of the original Standard City Agreement dated October 16, 2018.

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

- ☒ On or before the following date: December 31, 2022.  
☐ On or before \_\_\_\_\_ Business Days from \_\_\_\_\_.

☐ 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.

Part 1 – Compensation for Basic Services			
Column 1	Column 2	Column 3	Column 4
Task Nos.	Basis of Compensation	Invoice Period	Compensation
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	\$20,000
Part 2 – Reimbursable Expenses			
<input type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.	<input checked="" type="checkbox"/> Expenses are separately reimbursable in accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is:		\$1,000
Part 3 – Subconsultant Costs			
<input type="checkbox"/> The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are <b>not</b> 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 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):			\$21,000

Section 1 – Compensation Table

Form Name: Amendment to Standard Consultant Agreement (Capital Projects)  
Revised Exhibit B: Compensation

Revised 2 of 4

## 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)

Personnel	Actual Hourly Rates **	Fringe Benefits Rate	Overhead Rate	Total
Senior Principal Engineer/Geologist	\$ 101.00	35.99 %	121.08 %	\$260.00
Principal Engineer/Geologist	\$ 83.00	35.99 %	121.08 %	\$213.00
Associate Engineer/Geologist	\$ 66.00	35.99 %	121.08 %	\$170.00
Senior Engineer/Geologist	\$ 56.00	35.99 %	121.08 %	\$144.00
Project Engineer/Geologist	\$ 51.00	35.99 %	121.08 %	\$131.00
Staff Engineer/Geologist	\$ 38.00	35.99 %	121.08 %	\$ 98.00
Field Technician (Straight rate prevailing wage)	\$ 70.51		121.08 %	\$156.00
Senior GIS/CADD Specialist	\$ 50.00	35.99 %	121.08 %	\$129.00
GIS/CADD Specialist	\$ 50.00	35.99 %	121.08 %	\$129.00
Project Assistant	\$ 33.00	35.99 %	121.08 %	\$ 85.00
Administration/Clerical*	\$ 44.00	35.99 %	121.08 %	\$113.00
Special Inspector (Straight rate prevailing wage; no 4-hr min)	\$ 80.00		121.08 %	\$177.00

\*The cost of normal accounting services for invoicing has been considered in the overhead expense which is included in the above hourly rates. Additional requirements for invoice verification, such as copies of time sheets, detailed expense records, and supplemental daily work justification will be billed on an hourly basis at the Administration/Clerical rate.

\*\* Average rate over two years (2022-2023) based on 3% escalation

Field and Laboratory Tests	Rates	Unit
Concrete Compressive Strength Testing	\$ 43	per cylinder
Moisture Content (ASTM D 2216)	\$ 25	per test
Moisture & Density (ASTM D 4318)	\$ 34	per test
Atterberg Limits (ASTM D 4318)	\$ 217	per test
Compaction Curve, 4" mold (ASTM D 1557)	\$ 281	per test
Compaction Curve, 6" mold (ASTM D 1557)	\$ 345	per test
Wash over #200 Sieve (ASTM D 1140)	\$ 80	per test
Sieve Analysis with #200 Wash (ASTM D 422)	\$ 159	per test
Sieve & Hydrometer (ASTM D 422)	\$ 249	per test

<b>Reimbursables</b>	<b>Rates</b>	<b>Unit</b>
Nuclear Gage	\$ 65	per day
Inclinometer	\$ 216	per day
Vane Shear Device	\$ 124	per day
LiDAR Scanning Equipment (Terrestrial & Aerial)	\$ 420	per day
LiDAR Equip. w/ Ground Control Package (LiDAR + GNSS)	\$ 525	per day
UAS Digital Imagery Equipment	\$ 210	per day
UAS Digital Imagery w/ Ground Control (UAS + GNSS)	\$ 315	per day

B. Wood Rodgers (Subcontractor)

<b>Professional &amp; Office</b>	<b>Actual Hourly Rates</b>	<b>Fringe Benefits Rate</b>	<b>Overhead Rate</b>	<b>Total</b>
Principal I	105.84	25.2%	150.9%	\$292
Associate I	82.96	25.2%	150.9%	\$229
Eng III	65.45	25.2%	150.9%	\$181
Eng I	42.34	25.2%	150.9%	\$117
2 Person Survey	100.41	25.2%	150.9%	\$277
Associate Surveyor	83.02	25.2%	150.9%	\$229
CADD Technician	56.23	25.2%	150.9%	\$155
GIS	33.32	25.2%	150.9%	\$92

\*\* Average rate over two years (2022-2023) based on 3% escalation

C. Horizon Water & Environmental (Subcontractor)

<b>Title</b>	<b>Actual Hourly Rates</b>	<b>Fringe Benefits Rate</b>	<b>Overhead Rate</b>	<b>Total</b>
Principal	\$83.14	43.71%	128.14%	\$226.00
Director	\$69.95	43.71%	128.14%	\$190.00
Project Manager/Sr. Associate II	\$66.21	43.71%	128.14%	\$180.00
Sr. Associate II	\$66.21	43.71%	128.14%	\$180.00
Associate II	\$62.53	43.71%	128.14%	\$170.00
Associate	\$60.00	43.71%	128.14%	\$163.00
Analyst II	\$54.10	43.71%	128.14%	\$147.00
Analyst I	\$47.50	43.71%	128.14%	\$129.00
Graphics/GIS/CADD	\$41.75	43.71%	128.14%	\$113.00
Desktop Publishing/Editing	\$38.75	43.71%	128.14%	\$105.00
Admin/Clerical	\$33.12	43.71%	128.14%	\$90.00

\*\* Average rate over two years (2022-2023) based on 3% escalation