

First  Second  Third **Amendment to Standard Consultant Agreement**

(CPMS Contract No. 7091)

This Amendment to the Standard Consultant Agreement having the above-referenced CPMS Contract No. is made and entered into between the City of San Jose ("City") and Brown and Caldwell, a California corporation ("Consultant") this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**THE CITY AND CONSULTANT AMEND THE CONSULTANT SERVICES AGREEMENT AS FOLLOWS:**

1. Capitalized words in this Amendment have the same meaning as in the Agreement.
2. The provisions of this Agreement (including 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.

**4. The Agreement is amended as follows:**

- Agreement Term:** Subsection 2.1 is amended  to extend  to retroactively extend the expiration date from June 30, 2020 to June 30, 2022.
- Maximum Total Compensation:** Subsection 10.1 is amended to  Increase  Decrease the Maximum Total Compensation from \$14,017,410.00 to \$16,548,144.00.
- Scope of Services and Schedule of Performance – Exhibit A:** The  original  First Revised  Second Revised Exhibit A is amended as set forth in the attached  First  Second  Third Revision to Exhibit A, which is incorporated by reference into this Amendment.
- Compensation – Exhibit B:** The  original  First Revised  Second Revised Exhibit B is amended as set forth in the attached  First  Second  Third Revisions to Exhibit B, which is incorporated by reference into this Amendment.
- 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.

**This Amendment is executed by the authorized representatives of the City and Consultant as follows:**

**City of San José**

By \_\_\_\_\_

Name: Toni J. Taber CMC                      **Date**  
Title: City Clerk

**Consultant**

By \_\_\_\_\_

Name: Jay N. Patil                                      **Date**  
Title: Senior Vice President

By \_\_\_\_\_

Name: Robert D. Goodson                              **Date**  
Title: Secretary

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

**Master Agreement Amendment Form Approved by the Office of the City Attorney.**

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

**Approved as to Form:**

\_\_\_\_\_  
Egan Hill    **Date**  
Sr. Deputy City Attorney

**DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.**

First  Second  Third **Revision to Exhibit A: Scope of Services and Schedule of Performance**

This revision to Exhibit A is an attachment to the  First  Second  Third amendment to Standard Consultant Agreement having the above-referenced CPMS Contract No. 7091.

The original Exhibit A and any previous amendment to the original Exhibit A are amended as set forth below.

**Section entitled “Overview of Project” is amended in its entirety to read as follows:**

The Project will include modifications to four (4) of the existing anaerobic digesters, replacement of the digester gas pipeline, upgrades to the dissolved air flotation thickeners (“DAFTs”), and related improvements at the San Jose-Santa Clara Regional Wastewater Facility (“Plant”). The digester modifications include upgrades to Plant digester nos. 5, 6, 7, and 8 to like-new condition, and DAFT systems will be upgraded to improve digester and DAFT capacity, safety, and performance.

The following specific elements are included in the Project:

- **Digester Cover and Mixing Upgrades** – This element includes new digester covers and mixers, replacement of the existing lateral piping, construction of redundant pressure relief valve (“PRV”) and flame arrester assemblies, and installation of new condensate tanks. The Project scope will include required modifications to the current mesophilic Class B digestion process employed at the Plant to convert the system to a Temperature (Thermophilic) Phased Anaerobic Digestion (TPAD) process. This includes seismic upgrades.
- **Digester and Flammable Gas Pipeline Relocation** – This element includes upgrades and/or relocation of existing digester gas, natural gas, blended gas and fuel oil piping in tunnels servicing all anaerobic digesters and tunnels connecting the Pump and Engine Building, Sludge Control Building and Secondary Blower Building and terminating at the connection point with the open trench that conveys piping towards Building 40.
- **DAFT Upgrades** – This element includes DAFT upgrades to allow for co-thickening of primary and secondary sludge. Six of the existing DAFT units will be upgraded including odor containment and treatment. The thickening modifications will include new DAFT feed pumps, new float pumps, new polymer system, saturation system upgrades, and piping modifications associated with all upgrades. The work includes evaluation of primary sludge storage/equalization and primary and secondary sludge blending and assumes design of retrofit of one existing DAFT tank for a storage/equalization/blend tank system. The existing sludge distribution piping

system will be modified as determined appropriate to convey co-thickened sludge to the rehabilitated and other existing digesters. Modifications to the existing primary sludge and waste activated sludge pumping systems from their sources are not presently included in the Project.

- **Digester Heating Upgrades** – This element includes piping, equipment and control modifications and upgrades to the existing digester heat supply systems to support the operation of the TPAD process.
- **Digester Tunnel Ventilation Improvements** – This element includes modifications to supply and exhaust ventilation equipment and insertion of separation walls as necessary to conform to National Fire Protection Association (“NFPA”) guidelines.
- **Primary Sludge Screening Facility** – This element includes the provision of a new primary sludge screening facility that will remove debris from primary sludge prior to pumping it into the DAFT units. The new screening facility will include enclosed mechanical units to be installed in an outdoor setting with a protective canopy. Containment and collection of foul air associated with this facility will be provided and foul air will be routed to the odor treatment system associated with the DAFT units.
- **Digester Gas Waste Flares** – This element includes the provision of a new waste gas flare system to serve the digester gas system and the modification of the existing flare to serve as a backup to the new flare. The new flare system will be a low emissions, enclosed biogas burner type and will include supporting appurtenances and controls.

The specific goals of the completed Project are to rehabilitate the Plant digester and thickening facilities to a condition necessary to meet current and presently contemplated future operational needs of the Plant for a period of thirty (30) years following completion, with minimal need for additional repairs during such thirty-year period, taking into consideration all other presently contemplated rehabilitation or other modification of Plant systems or processes, which process of rehabilitation shall maintain ongoing Plant operational capacities.

**Section entitled “Task 1 – Project Management and Communication with City” is amended in its entirety to read as follows:**

### **Task 1 - Project Management and Communication with City**

**1.1 Project Management.** The Consultant’s Project Manager shall manage the efforts of the Consultant’s Project team members and subconsultants so as to achieve completion of the scope of work within established Project budget, schedule, and recognized industry standards of care. All work included in this scope of work will be conducted by the Consultant or its subconsultants unless otherwise approved by the City. All coordination between the Consultant’s and City’s team shall be via the City’s

and Consultant's Project Manager or their written designees. The Consultant shall provide overall coordination for keeping Project participants informed of progress, technical issues, planned activities and events. The primary focus of the Project management activities is to ensure that all of the related Project elements proceed per the Project work plan. The Task Maximum Payable is \$100,000.

**1.2 Project Management Plan.** Consultant shall prepare a "Project Management Plan" for review and approval by the City. The Project Management Plan is intended to lay the groundwork for efficient execution of the services under this scope. The Project Management Plan shall include, as a minimum, the following components:

**1.1.1** Project setup, including Project team organization and responsibilities, shall be identified. All contact information for key team members as well as a list of tasks and corresponding staff and budget should also be included.

**1.2.2** Progress monitoring, including cost and schedule tracking procedures;

Project coordination; procedures to coordinate all work and communication between Consultant and City staff. Including details on the procedures for requesting information, reference materials, completing site visits, receiving input from City, conducting Project meetings, submitting deliverables and receiving comments from City, etc. Communication procedures shall detail points of contact for communication as well as how all communication shall be documented, including conference calls, e-mails, transmission of files (both paper and electronic), etc.

**1.2.3** Document control and management; including filing procedures, software versions to be used for work, content and format to be used in all communication, including technical memoranda, calculations, reports, etc. Templates to be used by Project team for all correspondence shall be included.

**1.2.4** Project decision log, the Consultant shall maintain a Project decision log that documents how design decisions were made

**1.2.5** Billing, including procedures to submit invoices as well as format and content of monthly progress reports included with invoices.

**1.3 Monthly Reports.** Consultant shall submit monthly progress reports accompanying all monthly invoices for the duration of the Project. The progress report shall include a summary of the work achievements during the past month, issues requiring action and proposed solutions, work planned and important milestones for the upcoming month, and a decision log showing significant decisions approved during that time frame. Project performance status will be conveyed with updated cumulative 'earned value' graphical charts developed in accordance with the Earned Value Project Management technique. Earned value (EV) for each task is calculated as the product of

the estimated percent complete and the budget for the task. Cumulative EV to date (summed for all tasks) will be presented on a time-based chart that includes the projected cumulative Planned Value (PV) for the life of the Project and the cumulative actual costs (AC) to date for the Project. The report shall identify any issues or scope changes that may affect overall cost and/or schedule of the design phases.

#### **1.4 Project Management Kick Off, Monthly Progress Meetings and Additional Meetings.**

**1.4.1 Kickoff Meeting.** Consultant's Project Manager and up to four (4) task/discipline leaders, shall meet with the City's Project Manager and other City staff in an initial Project management kick-off meeting to review tasks, milestones, roles, communication and coordination procedures with the extended team. The Project Management Plan will be discussed at this meeting. The Task Maximum Payable applicable to this sub-task is based on preparation, attendance of a four (4) hour meeting and preparation of minutes for each meeting.

**1.4.2 Monthly Progress Meetings.** Consultant's Project Manager and up to two (2) selected task or discipline leaders at the discretion of the City's Project Manager shall meet with the City's Project Manager and any other City's designated staff at monthly review meetings to keep the City apprised of the Consultant's performance of the work under this Agreement, current and projected budget and schedule performance, proposed changes in the scope of services, and to resolve issues relating to the Project, including but not limited to technical coordination, resources, schedule constraints, and subconsultant issues. The Task Maximum Payable applicable to this sub-task, is based on preparation, attendance at monthly four (4) hour meetings for the duration of the Project and preparation of minutes for each meeting.

**1.4.3 Additional Meetings.** As an Additional Service, Consultant shall attend additional meetings as requested by the City. These meetings may include meetings with City executive staff, Plant tributary agencies, City Council or committee members, peer reviewers, etc. The scope includes the coordination, chairing and preparation of agendas, presentations, materials and minutes of these meetings. An allowance of up to five hundred (500) hours and \$25,000.00 of subconsultant fees is contained within the applicable Task Maximum Payable for this sub-task. Such portion of the applicable Task Maximum Payable constitutes a maximum allowance, as opposed to a guarantee of a particular package of services for a maximum price.

**Task 1 - Compensation:** Compensation will be per the terms of the Agreement, not to exceed the amounts set forth for the Task Maximum Payable for each sub-task.

### **Task 1 Deliverables:**

1. Project Management Plan. Twelve (12) bound hard copies and one (1) copy of the original MS Office files and one (1) electronic PDF file
2. Monthly Progress Reports to accompany each invoice
3. Monthly Invoices.
4. Monthly updated Project Decision Log to accompany each invoice.
5. Agenda, Meeting Materials and Meeting Minutes for the Project Management Kickoff Meeting within two (2) weeks of date of meeting/presentation workshop.
6. Agenda, Meeting Materials and Meeting Minutes for the Monthly Progress Meetings within two (2) weeks of date of meeting/presentation workshop.
7. Agenda, Meeting Materials and Meeting Minutes Additional Meetings within two (2) weeks of date of meeting/presentation workshop.

In addition to hard copies, all deliverables, including but not limited to drawings, graphics, schedules, reports and technical memoranda, shall be provided in digital format in their original software version (Excel, Word, AutoCAD, Power Point, etc.) in addition to a PDF version.

**Section entitled “Task 10 – Design Services During Construction” is amended in its entirety to read as follows:**

### **Task 10 - Design Services During Construction**

Consultant shall provide engineering services during the construction period. Services provided by the Consultant shall include, but are not limited to, the following, all of which services shall be completed for the applicable Task Maximum Payable:

1. Review the proposed construction schedule submitted by the contractor and comment on the procedures, methods and sequence of work that may have conflict with operation.
2. Review and respond to requests for information (RFIs) from contractor forwarded by City. In responding to the RFIs, Consultant shall issue interpretations and clarifications to the contract documents. Maximum turnaround time for Consultant responses shall be five (5) Business Days.
3. Review selected shop drawing and other submittals from contractor forwarded by City for compliance with the design requirements. Submittals shall be reviewed and marked-up in accordance with the contract documents. Marked-up submittals will be returned to City for processing and distribution to contractor and other parties. Maximum turnaround time for Consultant responses shall be fifteen (15) Business Days.
4. Prepare design clarifications and technical information for change orders to explain and/or change the intent of the contract documents, as well as advise

City on any impact thereof to the Project. In preparing the design clarifications and technical information for change orders, Consultant shall issue revised specifications, drawings, and/or sketches, if necessary, to clarify and/or change the intent of the contract documents.

5. Visit the site at intervals appropriate to the stage of construction, approximately two (2) per month as required by construction; to become familiar with and to keep City informed about the progress and quality of the portion of the work completed; to guard City against defects and deficiencies in the work; and to determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the contract documents.
6. Contractor shall maintain a current set of marked-up contract documents detailing field changes. Consultant shall keep track of record drawings. Following contract closeout, Consultant shall prepare one (1) set of full-sized reproducible record drawings reflecting field changes noted by the contractor and City.
7. As Additional Services: Upon the City's request Consultant shall perform work set forth in subtasks 10.1 – 10.6 that exceeds the original level of effort for each task.

**Task 10 Deliverables:**

1. Respond to Requests for Information (RFI) as needed and directed by City.
2. Provide marked-up shop drawing submittals as needed and directed by City.
3. Prepare design clarifications and technical information for change orders and issue revised specifications, drawings or sketches as required and directed by City.
4. Record drawings – ten (10) half size copies, one (1) full size copy, one (1) electronic PDF file and one (1) CAD file.

**Section entitled “Task No. 11 - Inspection/Start-Up and Commissioning Assistance For Contractor’s Substantial Completion” is amended in its entirety to read as follows:**

**Task 11 - Inspection/Start-Up and Commissioning Assistance For Contractor’s Substantial Completion”**

Consultant shall assist City in performing inspections and provide start-up and commissioning assistance before final acceptance. Services provided by Consultant shall include, but are not limited to, the following, all of which services shall be completed for the applicable Task Maximum Payable:

1. As Additional Services, Consultant shall perform five (5) discipline-specific inspection site visits in any of the following discipline areas: civil, structural, mechanical, corrosion, coating, electrical and instrumentation. In addition,

Consultant shall provide as-requested discipline-specific inspection services concerning general subgrade confirmation for new facilities and field observation. The Task Maximum Payable for these Additional Services constitutes a maximum allowance, as opposed to a guarantee of a particular package of services for a maximum price.

2. Consultant shall witness selected functional tests, including equipment installation, instrument calibration, control loop, DCS and HVAC verifications for the purpose of providing assistance to City staff in training and commissioning operation of the Project.
3. Consultant shall provide start-up assistance to City during start-up of the new facilities. Consultant's Operations Specialists shall be available to plan process start-up activities in consultation with City construction management, operations and maintenance staff; review contractor's proposed start-up plan and schedules; resolve startup and process setting adjustment issues, and provide general consultation regarding equipment installation issues.
4. Consultant shall review and provide comments to the proposed commissioning plans, schedule, and Operations and Maintenance Manuals submitted by the contractor for each equipment system as requested by City.
5. Consultant shall provide assistance to City during contractor's functional (wet) testing and City's operational (sludge and process fluids) testing.
6. Consultant shall assist City in performing a final Project "walk-through" inspection in preparing final punch lists of outstanding items to be completed by the contractor to achieve final acceptance of individual process systems.
7. Consultant shall develop and provide Operations and Maintenance Manuals, in a format consistent with City specifications. The Operations and Maintenance Manual shall describe each process system, all standard operation procedures, trouble shooting and emergency shutdown processes, etc.
8. Prior to operational testing, Consultant shall provide process trainings to City operations and maintenance staff. Training sessions shall cover all new processes, shall last three hours and shall be provided for each of the four shifts, during their respective shift times. Training sessions, including question and answer sessions, shall be recorded.

***Task 11 Deliverables:***

1. Final punch list – one (1) hard copy and one (1) copy of original MS Office file and one (1) electronic PDF file

2. Operations Process and Maintenance manuals for each Process – For each manual provide four (4) bound hard copies, one (1) copy of original MS Office files, and one (1) electronic PDF file
3. Operator training presentations and handouts 30-days prior to operator training in Word format so City's comments may be incorporated into the text..
4. Video recording of one, full operator training session, including question and answer session. Recording shall have adequate lighting with clear visuals, and audible throughout the question and answer period. Within 30-days after last training date, provide two electronic copies of video file on two separate thumb drives.

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**The Schedule of Performance attached to the original Exhibit A or any amendment thereto is amended in its entirety to read as follows:**

Consultant shall complete the services described herein as outlined in the table below, subject to such extension as may be approved in writing by the City.

**SCHEDULE OF PERFORMANCE**

Task Item:	Scheduled Finish
Task 1 – Project Management and Communication with City	From Contract Date through completion of all other tasks
Task 2 – Project Support Services	On or before January 31, 2015
Task 3 – Conceptual Design Development	On or before August 31, 2014
Task 4 – Preliminary Design Development	On or before February 28, 2015
Task 5 – 60% Complete Design Development	On or before May 31, 2015
Task 6- 90% Complete Design Development	On or before November 30, 2015
Task 7 – 100% Complete Design Development	On or before January 31, 2016
Task 8 – Optional Design Services	To be determined at time of authorization by City
Task 9 – Services During Bidding	On or before June 30, 2016
Task 10 – Design Services During Construction	In accordance with contractor construction schedule
Task 11 – Inspection/Start-up and Commissioning Assistance for Contractor’s Substantial Completion	In accordance with contractor construction schedule
Task 12 – Controls Configuration and Documentation Assistance (optional service)	To be determined at time of authorization by City
Task 13 – Post Substantial Completion Commissioning Services	On-going for one year after substantial completion by construction contractor

First  Second  Third **Revision to Exhibit B: Compensation**

This revision to Exhibit B is an attachment to the  First  Second  Third amendment to Standard Consultant Agreement having the above-referenced CPMS Contract No. 7091.

The original Exhibit B and any previous amendment to the original Exhibit B are deleted in their entirety and replaced by the following:

### **Exhibit B: Compensation**

COMPENSATION for services provided in Exhibit A, Scope of Services and Schedule of Performance, shall be in accordance with the methods and specific amounts described in this Exhibit.

1. City shall pay Consultant only the actual costs incurred, subject to the applicable Task Maximum Payables and Maximum Total Compensation set forth in the attached compensation table. Consultant certifies that the cost and pricing information used herein are complete, current and accurate.
2. Compensation for Consultant services authorized shall be on a cost reimbursement basis and includes direct labor, indirect costs, subconsultant services, other direct costs (consisting of “associated project costs” or “APC”, and limited non-local travel costs), and a professional fee. Costs to be paid comprise the following:

#### 2.1 Direct Labor

City shall pay Consultant its direct labor costs, which shall be the total number of hours worked on the job by each Consultant principal or employee times the actual hourly rate paid by Consultant for such individual’s labor. Labor rates shall be based on a normal 8-hour day, 40-hour week (i.e. no overtime, holidays or weekend rates, or rates reflecting bonuses or other profit-sharing, shall be paid).

#### 2.2 Indirect Costs

City shall pay Consultant an overhead expense equal to 194 percent of direct labor costs billed and approved by City. Consultant acknowledges and agrees that this overhead compensation is in lieu of itemized payments for indirect and overhead expenses which includes, but is not limited to:

- indirect labor

- outside accounting and legal services
- occupancy costs
- office supplies
- depreciation costs
- insurance
- taxes
- local travel
- miscellaneous expenses

The above items are illustrative, rather than exhaustive.

### 2.3 Subconsultant Services

City shall reimburse Consultant for approved subconsultant services, which shall be billed at cost, plus a 5 percent markup.

### 2.4 Other Direct Costs

Other direct costs shall be billed and paid as follows:

- APC of \$8.00 per hour of Consultant's direct labor billed and approved by City to cover network infrastructure and information systems support, CAD and computer usage, in-house reproduction services including graphics and photocopying, printing, long distance telephone calls including cell phone charges, facsimile, postage, overnight delivery, courier services and other miscellaneous direct costs, other than those travel-related costs noted below.

The following other direct costs, not included in the items above, shall be approved by City in advance in writing, and shall be billed at cost, without markup. These costs include only costs incurred in connection with travel of Consultant's principals and employees from their resident offices located greater than 50 miles from the Plant and specialty printing, as described below

1. Personal automobile expenses at current allowable Internal Revenue Service rate per mile.
2. Other necessary and reasonable travel expenses provided that:
  - Each expense is separately identified and documented (air fare, hotel, rental car) with an amount and date incurred.
  - Air travel is coach or economy rate for refundable tickets. Business and first class rates will not be reimbursed.
  - Lodging accommodations are moderately priced.

- Meal charges at current General Services Administration per diem rates.
- Taxis or shuttles are used rather than rental cars whenever cost effective.
- Rental cars are intermediate or compact class only.

3. Specialty Printing that cannot be completed in-house or if specifically requested by City staff.

## 2.5 Professional Fee

City shall pay a professional fee equal to eleven and fifty-six one-hundredths percent (11.56%) of direct labor costs and indirect costs (or 34 percent of direct labor costs alone) billed and approved by City.

## 2.6 Reduction of Multiplier

Notwithstanding the foregoing, the combined multipliers for indirect costs and professional fees shall be reduced from 3.28 to 3.24 for tasks 9 through 13 on the condition that services associated with tasks 1 – 8 are executed successfully with fair and reasonable treatment of Consultant's business concerns by City. Consultant reserves the right, in its sole discretion, to rescind the multiplier reduction at any time prior to commencement of tasks 9 - 13. Consultant will provide written notification of such rescission to City with an explanation of the reasons causing Consultant's action. Consultant's rescission shall cause the multiplier for tasks 9 - 13 remain at 3.28.

## 2.7 Task Maximum Payable Amounts

If the Task Maximum Payable is reached for any particular task, Consultant shall complete the agreed-upon work for the Task Maximum Payable. Task Maximum Payable amounts may be reallocated within or between the tasks without renegotiation of this Agreement with written approval from the ESD Director in their sole and absolute discretion. In no event shall the Maximum Total Compensation be increased unless there is a written amendment of this Agreement.

## 2.8 Billing and Payment

Consultant shall invoice City monthly based upon the actual costs incurred during the previous month. Actual costs shall be invoiced by task as described in Exhibit A, and shall be formatted to delineate the sum of: i) total direct labor hours, multiplied by x) the applicable hourly rate of pay and y) 3.28 (i.e. the combined multipliers for indirect costs and professional fees), plus ii) subconsultant costs, plus iii) APCs and other

direct costs. Invoices shall also contain a breakdown by task setting forth a description of the actual costs incurred and the services performed, the date the services were performed and the amount of time spent rounded to the nearest quarterly hour increment (.25) on each date services were performed and by whom. Supporting documentation for the invoice shall be organized to clearly identify the task charged and shall be supported by such copies of invoices, payroll records, and other documents as may be required by City to authenticate invoiced costs. Copies of all invoices from any subconsultant(s) and outside service(s) shall be attached. Where Consultant is required by law to pay prevailing wage rates, supporting documentation for such work shall be in accordance with guidelines set forth below and shall include certified payroll reports.

City shall pay Consultant within thirty (30) days, upon receipt of a proper Consultant invoice, provided that all invoices are accompanied by sufficient cost documentation to allow the determination of the reasonableness and accuracy of said invoice.

Pursuant to that certain Settlement Agreement and Release entered into between the City and Consultant on or about February 25, 2020, the parties agreed that the Consultant would render \$250,000 worth of in-kind services at no cost to the City. Therefore, notwithstanding anything to the contrary in this Agreement, the City shall not be obligated to pay for the first \$250,000 worth of services rendered in accordance with this Agreement following the date of the Second Amendment to this Agreement.

## 2.9 Prevailing Wages.

Consultant acknowledges that portions of the services required by this Agreement are a public work, subject to the provisions of Section 1771 of the California Labor Code. Consultant shall pay, or cause to be paid, prevailing wages, as set forth in the California Labor Code Section 1770 et. seq., for but not limited to, inspection, surveying, labor, drilling, trenching and excavation. Consultant shall include in all agreements for such labor, a requirement that the employer provide all workers with written notice prevailing wages apply.

Consultant shall maintain, or cause to be maintained, all records documenting the payment of prevailing wages as required by the State prevailing wage law. Consultant shall maintain these records for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. Consultant shall provide to the City, at no cost to the City, a copy of all

such records within ten (10) working days of a request for such records by the City's Office of Equality Assurance.

Consultant expressly agrees that the compensation agreed to between the parties includes all payment necessary to meet State prevailing wage law requirements. Consultant shall indemnify, defend and hold the City harmless from and against any claims, costs or expenses arising as a result of Consultant's failure to pay, or cause to be paid, prevailing wages.

The following compensation table replaces and supersedes the compensation table attached to the original Exhibit B or any amendment thereto.

Phase	Total Maximum Payable (2nd Amendment)
<b>01 Project Management</b>	<b>\$ 979,648.00</b>
1.1 Project Management	\$ 661,216.00
1.2 Project Management Plan	\$ 18,800.00
1.3 Monthly Reports	\$ 30,595.00
1.4 Kick Off and Progress Meetings	\$ 269,037.00
<b>02 Project Support Services</b>	<b>\$ 947,887.46</b>
2.01 Site Survey	\$ 221,312.00
2.2 Additional Geotechnical Investigation	\$ 112,632.00
2.3 Specialty Structural Inspection Services	\$ 45,799.00
2.4 Hazardous Materials Investigations	\$ 15,129.00
2.5 Additional Permit Assistance	\$ 58,714.46
2.6 CADD Plan and Manual	\$ 60,700.00
2.7 Controls System Standards	\$ 173,155.00
2.8 Environmental Review Assistance	\$ 204,314.00
2.9 Project Process Hazard Analysis	\$ 56,132.00
<b>03 Conceptual Design Development</b>	<b>\$ 770,985.70</b>
3.1 Technical Kickoff Workshop	\$ 36,433.30
3.2 Conceptual Design Development	\$ 607,972.00
3.3 Conceptual Design QA/QC Review	\$ 23,648.00
3.4 Conceptual Design Report & Tech Wkshp #1	\$ 102,932.40
<b>04 Preliminary Design Development</b>	<b>\$ 1,229,177.30</b>
4.1 Preliminary Design Development	\$ 1,084,776.59
4.2 Preliminary Design QA/QC Reviews	\$ 37,721.77
4.3 Preliminary Design Report & Design Wkshp #2	\$ 106,678.94
<b>05 60 % Design Development</b>	<b>\$ 2,289,842.76</b>
5.1 60% Complete Design Development	\$ 1,953,280.01
5.2 60% Complete QA/QC Review	\$ 101,286.71
5.3 60% Complete Cost and Schedule Estimate	\$ 117,026.00
5.4 60% Complete Design Documents & Wkshp #3	\$ 118,250.05
<b>06 90 % Design Development</b>	<b>\$ 1,915,129.82</b>
6.1 90% Complete Design Development	\$ 1,579,820.00
6.2 90% Complete QA/QC Review	\$ 106,126.65
6.3 Final Cost and Schedule Estimate	\$ 131,258.57
6.4 90 Percent Complete Design Documents and Workshop #4	\$ 97,924.60
<b>07 100 Percent Design Development</b>	<b>\$ 236,866.71</b>
7.1 Finalize Project Documents	\$ 220,191.42
7.2 Finalize Construction Cost and Schedule Estimate	\$ 16,675.29
<b>09 Services During Bidding</b>	<b>\$ 200,249.00</b>
9.1 Pre-Bid Construction Conference	\$ 28,607.00
9.2 Bid Phase Design Clarifications	\$ 171,642.00
<b>10 Design Services During Construction</b>	<b>\$ 5,538,443</b>
10.1 Respond to RFIs	\$ 1,344,011.00
10.2 Respond to Submittals	\$ 1,855,525.00
10.3 Technical Info for Change Orders	\$ 897,277.00
10.4 Record Drawings	\$ 312,345.00
10.5 Site Visits	\$ 145,285.00
10.6 Respond to RFIs, Submittals, Change Orders; Record Dwgs; Site Visits	\$ 984,000.00
<b>11 Inspection/Start-up and Commissioning Assistance</b>	<b>\$ 740,050</b>
11.01 Specialty Inspection Visits	\$ 36,013.43
11.02 Witness Functional Tests	\$ 20,907.00
11.03 Start-Up Assistance	\$ 282,966.00
11.04 Review Contractor Commissioning Plans	\$ 79,597.00
11.05 Assistance to City for Contractor's Commissioning	\$ 122,502.00
11.06 Assist City in Final Contractor Walk-Through	\$ 3,327.89
11.07 Operations Manual	\$ 121,937.00
11.08 Supplemental Training	\$ 72,800.00
<b>13 Post Substantial Completion Commissioning Services</b>	<b>\$ 381,192.64</b>
13.1 Operations Training	\$ 15,074.78
13.2 Post Substantial Completion Commissioning Verification and Training Services	\$ 151,236.91
13.3 Project One-Year Process Monitoring, Warranty Assistance, and Engineering Support	\$ 214,880.95
Base Subtotal	\$ 15,229,472.71
<b>08 Optional Design Services</b>	<b>\$ 1,318,671.00</b>
8.1 Major Design Modifications	\$ 938,842.00
8.2 Digester Heat Exchanger Capacity Test	\$ -
8.3 Design Additional Digester Heat Exchangers	\$ -
8.4 Separate Design Package(s)	\$ -
8.5 Class A Planning and Design	\$ 364,555.00
8.6 Detailed Instrumentation and Control Wiring Diagrams	\$ -
8.7 Contractor Pre-Qualification Process	\$ 15,274.00
<b>12 Optional Controls Configuration and Documentation Assistance</b>	<b>\$ -</b>
Optional Services Subtotal	\$ 1,318,671.00
Grand Total	\$ 16,548,143.71