

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

Consultant's Name: Cal Engineering & Geology, Inc

(CPMS Contract No. 8827 – FEMA – Kelley Park Storm Outfall Repair (SCSJC88/PW1137) and Alum Rock Mineral Springs Bridge Embankment (SCSJG01/PW745))

(Standard Agreement AC No. 29869-001 and 29869-002)

Records Database Contract No.: 663972

This Amendment is made and entered into on the date that it is fully executed by the Parties ("Contract Date").
The City and Consultant amend the above-referenced agreement as set forth herein.

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, 2024 to October 31, 2029. The Consultant did not provide services in anticipation of the Agreement's execution. In no event will the City compensate the Consultant for services performed between October 31, 2024 through the execution of this Agreement.
 5. ☒ **Maximum Total Compensation:** Subsection 10.2 is amended to ☐ Increase ☒ Decrease the Maximum Total Compensation from \$754,540 to \$642,801.
 6. ☒ **Agreement Section(s):** Section(s) 7 is amended to read as set forth in Attachment A of the Amendment.
 7. ☒ **Scope of Basic Services – Exhibit A:** The ☐ original ☒ First Revised Exhibit A is amended to read as set forth in the attached Second Revised Exhibit A, which is incorporated by reference into this Amendment.
 8. ☒ **Compensation – Exhibit B:** The ☐ original ☒ First Revised Exhibit B is amended to read as set forth in the attached Second 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.
 10. ☐ **Consultant's Name Change:** Effective [insert date], the Consultant changed its name from [insert Consultant's former name] to [insert Consultant's current name], and remains the same legal entity bound by the terms and conditions of the Agreement. All references in the Agreement to [insert Consultant's former name] shall be deemed references to [insert Consultant's current name].
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This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

Consultant

By {{__signer#}}

By {{__signer#}}

Name: Toni J. Taber, CMC
Title: City Clerk

Name: Dan Peluso
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:**

{{__signer#}}

Name: Andrew Malek
Title: Deputy City Attorney

Attachment A

Agreement Provision Amendment(s) (Capital Project)

This Attachment A is an attachment to the Third Amendment to Agreement.

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

2. AGREEMENT TERM

The Agreement term is from the Contract Date to October 31, 2029, inclusive, unless terminated earlier pursuant to Section 19 below. The Consultant did not provide services in anticipation of the Agreement's execution. In no event will the City compensate the Consultant for services performed between October 31, 2024 through the execution of this Agreement.

7. USE OF SUBCONSULTANTS

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

- ☐ The Consultant **cannot** 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 cannot 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. Montrose Environmental Solutions	Environmental Permitting

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.

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

This revised Exhibit A is an attachment to the 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. 37, entitled “Special Inspection (Alum Rock Minertal Springs Bridge Embankment),” is deleted but the task number will remain to maintain sequential numbering.

Second Revised Exhibit B: Compensation (Capital Projects)

This revised Exhibit B is an attachment to the 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	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$21,332	\$2,997
Task 2	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$17,957	\$2,634
Task 3	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$8,986	\$1,337
Task 4	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$19,377	\$1,673
Task 5	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$19,934	\$2,960
Task 6	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$73,001	\$10,778
Task 7	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$22,263	\$3,291
Task 8	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$12,927	\$1,909
Task 9	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$11,272	\$1,653
Task 9a	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$11,262	\$1,689
Task 10	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ 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	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$1,498	\$225
Task 12	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$2,079	\$301
Task 13	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$7,354	\$1,103
Task 14	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$5,804	\$871
Task 15	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$4,214	\$632
Task 16	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$4,472	\$536
Task 17	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$34,388	\$5,068
Task 18	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$38,225	\$3,761
Task 19	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$7,575	\$1,088
Task 20	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$27,328	\$3,896
Task 21	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$21,595	\$3,179
Task 22	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$9,231	\$1,373
Task 23	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$19,269	\$1,657
Task 24	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ 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	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$71,855	\$10,599
Task 26	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$20,368	\$3,006
Task 27	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$13,738	\$2,031
Task 28	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$15,064	\$2,184
Task 29	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$2,173	\$326
Task 30	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$2,225	\$334
Task 31	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$2,808	\$410
Task 32	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$10,526	\$1,579
Task 33	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$8,751	\$1,313
Task 34	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$5,939	\$891
Task 35	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$12,897	\$1,800
Task 36	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$46,164	\$6,835
Task 37	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$0	\$0
Task 38	☐ Time & Materials	☒ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$10,306	\$1,497

Part 2 – Reimbursable Expenses		
☒ No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.	☐ 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		
☒ The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are not separately compensable.	☐ 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		
☒ No money is budgeted for Additional Services, and the Director can not authorize any Additional Services.	☐ 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):		\$ 642,801

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:

Cal Engineering & Geology, Inc. (CONTRACTOR)

Classification	Actual Hourly Rate	Fringe Benefits	Overhead Rate	Total Rate
Senior Principal	\$ 152.72	91.41%	107.97%	\$ 457.21
Principal	\$ 136.84	91.41%	107.97%	\$ 409.68
Program Manager	\$ 109.02	91.41%	107.97%	\$ 326.37
Senior Technical Expert	\$ 116.60	91.41%	107.97%	\$ 349.08
Senior Project Manager	\$ 98.70	91.41%	107.97%	\$ 295.48
Technical Expert	\$ 96.31	91.41%	107.97%	\$ 288.35
Project Manager	\$ 75.63	91.41%	107.97%	\$ 226.43
Senior Technical Specialist	\$ 73.34	91.41%	107.97%	\$ 219.56
Project Controls	\$ 62.84	91.41%	107.97%	\$ 188.14
Technical Specialist	\$ 68.36	91.41%	107.97%	\$ 204.64
Project Professional	\$ 59.01	91.41%	107.97%	\$ 176.65
Staff Professional 2	\$ 46.13	91.41%	107.97%	\$ 138.10
Staff Professional 1	\$ 39.95	91.41%	107.97%	\$ 119.62
Senior Technician - Prevailing Wage	\$ 209.48	0.00%	107.97%	\$ 435.65
Project Technician - Prevailing Wage	\$ 192.94	0.00%	107.97%	\$ 401.25
Technician - Prevailing Wage	\$ 176.40	0.00%	107.97%	\$ 366.86
Senior Technician	\$ 56.23	91.41%	107.97%	\$ 168.33
Project Technician	\$ 54.24	91.41%	107.97%	\$ 162.39
Technician	\$ 34.45	91.41%	107.97%	\$ 103.15
Project Support	\$ 50.19	91.41%	107.97%	\$ 150.25

Montrose Environmental Solutions (SUBCONSULTANT)

Classification	Actual Hourly Rate	Fringe Benefits	Overhead Rate	Total Rate
Principal	\$98.69	47.48%	129.14%	\$273.00
Director	\$90.38	47.48%	129.14%	\$250.01
PM/Senior Associate II	\$83.15	47.48%	129.14%	\$230.01
Senior Associate I	\$78.09	47.48%	129.14%	\$216.01
Associate II	\$62.53	47.48%	129.14%	\$172.97
Associate I	\$72.30	47.48%	129.14%	\$200.00
Analyst II	\$67.60	47.48%	129.14%	\$187.00
Analyst I	\$63.99	47.48%	129.14%	\$177.01
Tech Editor	\$49.17	47.48%	129.14%	\$136.01
Admin	\$43.38	47.48%	129.14%	\$120.00