

**AMENDMENT NO. 4 TO CONTRACT NO. C21179265C
BETWEEN THE CITY OF PALO ALTO
AND CAROLLO ENGINEERS, INC.**

This Amendment No. 4 (this "Amendment") to Contract No. C21179265C (the "Contract" as defined below) is entered into as of June 10, 2024, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and CAROLLO ENGINEERS, INC., a California corporation, located at 2795 Mitchell Drive, Walnut Creek, CA 94598 ("CONSULTANT"). CITY and CONSULTANT are referred to collectively as the "Parties" in this Amendment.

RECITALS

- A. The Contract (as defined below) was entered into by and between the Parties to provide construction management and inspection services on an on-call, as-needed, time-limited basis in connection with individual projects or inspection tasks at the Regional Water Quality Control Plant (RWQCP), as detailed therein.
- B. The Parties entered into Amendment No. 1 to add Task 2 services (referred to as Work Order No. 2) for Construction Management and Inspection Services for the 12kV Electrical Power Distribution Loop Rehabilitation Bid Package 1 Project, and to increase compensation by Six Hundred Four Thousand Two Hundred Forty-Six Dollars (\$604,246.00), from One Dollar (\$1.00) to Six Hundred Four Thousand Two Hundred Forty-Seven Dollars (\$604,247.00), as detailed therein.
- C. The Parties entered into Amendment No. 2 to (1) extend the contract term through March 31, 2028; (2) add Task 3 services (referred to as Work Order No. 3) for Construction Management Services for the Secondary Treatment Upgrades Project; and (3) increase compensation by Eight Million Two Hundred Thirty-Seven Thousand Twenty-One Dollars (\$8,237,021.00), from Six Hundred Four Thousand Two Hundred Forty-Seven Dollars (\$604,247.00) to Eight Million Eight Hundred Forty-One Thousand Two Hundred Sixty-Eight Dollars (\$8,841,268.00), as detailed therein.
- D. The Parties entered into Amendment No. 3 to (1) add Task 1A services (referred to as Work Order No. 1A) for Construction Management Services for the Primary Sedimentation Tank Rehabilitation and Equipment Room Electrical Upgrade Project; and (2) increase compensation by Three Hundred Eighty-Eight Thousand Five Hundred Thirty-Eight Dollars (\$388,538.00), from \$8,841,268.00 to Nine Million Two Hundred Twenty-Nine Thousand Eight Hundred Six Dollars (\$9,229,806.00), as detailed therein.

- E. The Parties now wish to amend the Contract in order to (1) add Task 4 services (referred to as Work Order No. 5) for Construction Management Services for the Local Advanced Water Purification System; (2) increase compensation by Four Million One Hundred Fifty-One Thousand Three Hundred Eighty-Six Dollars (\$4,151,386.00), from Nine Million Two Hundred Twenty-Nine Thousand Eight Hundred Six Dollars (\$9,229,806.00) to Thirteen Million Three Hundred Eighty-One Thousand One Hundred Ninety-Two Dollars (\$13,381,192.00); (3) add Haley & Aldrich, Inc. as a subcontractor; and (4) add Exhibit C-2 Schedule of Rates, as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract No. C21179265C between CONSULTANT and CITY, dated June 14, 2021, as amended by:

Amendment No. 1, dated November 7, 2022

Amendment No. 2, dated December 5, 2022

Amendment No. 3, dated October 16, 2023

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 4 “NOT TO EXCEED COMPENSATION” of the Contract is hereby amended to read as follows:

“The CITY is engaging multiple consultants, including CONSULTANT, that are eligible to respond with proposals to the CITY’s project-specific Task Orders under the process described in Exhibit A. The compensation to be paid to CONSULTANT for performance of the Services shall be based on the compensation structure detailed in Exhibit C, entitled “COMPENSATION,” including any reimbursable expenses specified therein, and the maximum total compensation shall not exceed **One Dollar (\$1)**, unless CITY selects CONSULTANT, according to the process in Exhibit A, to perform services under one or more Task Orders not to exceed **Thirteen Million Three Hundred Eighty-One Thousand One Hundred Ninety-Two Dollars (\$13,381,192.00)** over the term of the Agreement. No pre-qualified consultant, including the CONSULTANT under this Agreement, is guaranteed selection or assured of any minimum quantity of work to be performed. In the event CONSULTANT is not selected to provide Services under a Task Order, no payment is due from CITY.

The hourly schedule of rates, if applicable, is set out in Exhibit C-1, entitled “SCHEDULE OF RATES” and Exhibit C-2, entitled “SCHEDULE OF RATES, AMENDMENT NO. 4.” Any work performed, or

expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 4 shall be at no cost to the CITY.

- A. The City has selected CONSULTANT to perform Work Order #2, for Construction Management and Inspection Services for the Medium Voltage Electrical Network (12kV Elec. Loop) Rehabilitation Bid Package 1 Project, in the amount not to exceed **Five Hundred Forty-Nine Thousand Three Hundred Fifteen Dollars (\$549,315.00)**. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event Additional Services (as defined below) are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses for Work Order #2 shall not exceed **Six Hundred Four Thousand Two Hundred Forty-Seven Dollars (\$604,247.00)**.
- B. The City has selected CONSULTANT to perform Work Order #3, for Construction Management Services for the Secondary Treatment Upgrades Project, in the amount not to exceed **Seven Million Four Hundred Eighty-Eight Thousand Two Hundred One Dollars (\$7,488,201.00)**. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event Additional Services (as defined below) are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses for Work Order #3 shall not exceed **Eight Million Two Hundred Thirty-Seven Thousand Twenty-One Dollars (\$8,237,021.00)**.
- C. The City has selected CONSULTANT to perform Work Order #1A, for Construction Management Services for the Primary Sedimentation Tank Rehabilitation and Equipment Room Electrical Upgrade Project, in the amount not to exceed **Two Hundred Forty-Six Thousand Seven Hundred Dollars (\$246,700.00)**. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event Additional Services (as defined below) are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses for Work Order #1A shall not exceed **Three Hundred Eighty-Eight Thousand Five Hundred Thirty-Eight Dollars (\$388,538.00)**.
- D. The City has selected CONSULTANT to perform Work Order #5, for Construction Management Services for the Local Advanced Water Purification System, in the amount not to exceed **Three Million Seven Hundred Seventy-Three Thousand Nine Hundred Eighty-Seven Dollars (\$3,773,987.00)**. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event Additional Services (as defined below) are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses for Work Order #1A shall not exceed **Four Million One Hundred Fifty-One Thousand Three Hundred Eighty-Six Dollars (\$4,151,386.00)**.

☒ Optional Additional Services Provision (This provision applies only if checked and a not-to-exceed compensation amount for Additional Services is allocated below under this Section 4.)

In addition to the not-to-exceed compensation specified above, CITY has set aside the not-to-exceed compensation amount of **Fifty-Four Thousand Nine Hundred Thirty-Two Dollars (\$54,932.00)** for the performance of Additional Services for Work Order #2; **Seven Hundred Forty-Eight Thousand Eight Hundred Twenty Dollars (\$748,820.00)** for Work Order #3; **One Hundred Forty-One Thousand Eight Hundred Thirty-Eight Dollars (\$141,838.00)** for Work Order #1A; and **Three Hundred Seventy-Seven Thousand Three Hundred Ninety-Nine Dollars (\$377,399.00)** for Work Order #5. The total compensation for performance of the Services, Additional Services and any reimbursable expenses specified in Exhibit C, shall not exceed **Thirteen Million Three Hundred Eighty-One Thousand One Hundred Ninety-Two Dollars (\$13,381,192.00)**, as detailed in Exhibit C.

“Additional Services” means any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in a Task Order issued under Exhibit A. CITY may elect to, but is not required to, authorize Additional Services up to the maximum amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall provide Additional Services only by advanced, written authorization from CITY as detailed in this Section. Additional Services, if any, shall be authorized by CITY with a Task Order assigned and authorized by CITY’s Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit A-1, entitled “PROFESSIONAL SERVICES TASK ORDER”. Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for Additional Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY’s Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation to CONSULTANT for all Task Orders authorized under this Agreement shall not exceed the amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall only be compensated for Additional Services performed under an authorized Task Order and only up to the maximum amount of compensation set forth for Additional Services in this Section 4. Performance of and payment for any Additional Services are subject to all requirements and restrictions in this Agreement.”

SECTION 3. Section 12 "SUBCONTRACTING" of the Contract is hereby amended to read as follows:

"☒ **Option B: Subcontracts Authorized:** Notwithstanding Section 11 (Assignment) above, CITY agrees that subcontractors may be used to complete the Services. The subcontractors authorized by CITY to perform work on this Project are:

Silveira Consulting
Salimi Construction Management
Bay Area Coating Consultants, Inc.
BSK Associates
Haley & Aldrich, Inc.

CONSULTANT shall be responsible for directing the work of any subcontractors and for any compensation due to subcontractors. CITY assumes no responsibility whatsoever concerning compensation of subcontractors. CONSULTANT shall be fully responsible to CITY for all acts and omissions of subcontractors. CONSULTANT shall change or add subcontractors only with the prior written approval of the City Manager or designee."

SECTION 4. The following exhibit(s) to the Contract are hereby amended, as indicated below, to read as set forth in the attachment(s) to this Amendment, which are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A-4" entitled "PROFESSIONAL SERVICES TASK ORDER NO. 5, AMENDMENT NO. 4" (ADDED).
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 4" (AMENDED, REPLACES PREVIOUS)
- c. Exhibit "C" entitled "COMPENSATION, AMENDMENT NO. 4," (AMENDED, REPLACES PREVIOUS).
- d. Exhibit "C-2" entitled "SCHEDULE OF RATES, AMENDMENT NO. 4," (ADDED).

SECTION 5. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 6. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO


City Manager or Designee

APPROVED AS TO FORM:

City Attorney or Designee

CAROLLO ENGINEERS, INC.

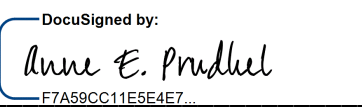
Officer 1

By:  DocuSigned by:
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Name: Rick Chan, Senior Vice President

Title: Senior Vice President

Officer 2

By:  DocuSigned by:
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Name: Anne E. Prudhel

Title: Executive Vice President

Attachments:

- Exhibit "A-4": PROFESSIONAL SERVICES TASK ORDER NO. 5, AMENDMENT NO. 4 (ADDED)
- Exhibit "B": SCHEDULE OF PERFORMANCE, AMENDMENT NO. 4 (AMENDED, REPLACES PREVIOUS)
- Exhibit "C": COMPENSATION, AMENDMENT NO. 4 (AMENDED, REPLACES PREVIOUS)
- Exhibit "C-2": SCHEDULE OF RATES, AMENDMENT NO. 4 (ADDED)

EXHIBIT "A-4"
PROFESSIONAL SERVICES TASK ORDER NO. 5, AMENDMENT NO. 4
(ADDED)

CONSULTANT shall perform the Services detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into this Task Order by this reference. CONSULTANT shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO. C21179265C

- 1A. MASTER AGREEMENT NO.: C21179265C
 - 1B. TASK ORDER NO 5: Work Order No. 5 for Construction Management Services for the Local Advanced Water Purification System
 2. CONSULTANT NAME: CAROLLO ENGINEERS, INC.
 3. PERIOD OF PERFORMANCE:
START: Immediately Once Notice to Proceed (NTP) is Issued;
COMPLETION: 12/31/2027
 4. TOTAL TASK ORDER NO. 1A PRICE: \$3,773,987.00
BALANCE REMAINING IN MASTER AGREEMENT/CONTRACT: \$0
 5. WBS/CIP: WQ-19003
 6. CITY PROJECT MANAGER: Tom Kapushinski Public Works Department, Environmental Services Division, RWQCP
 7. DESCRIPTION OF SCOPE OF SERVICES MUST INCLUDE:
 - Services and Deliverables to Be Provided
 - Schedule of Performance
 - Maximum Compensation Amount and Rate Schedule (*As Applicable*)
 - Reimbursable Expenses, If Any (With "Not to Exceed" Amount)
 8. ATTACHMENTS: Task Order No. 5 Scope of Services, including Schedule of Performance and Compensation Schedule
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TASK ORDER #5 SCOPE OF SERVICES

A. General Requirements/ Project Management

1. For any work which requires licensing, the Proposers shall be appropriately licensed in accordance with the laws of the State of California. The cost for any required licenses, permits or training shall be the responsibility of the successful Proposers and shall not be expensed as part of this contract.
2. Special Requirements

- i. Project Manager shall have a minimum of 5 years of relevant construction management experience working on membrane-based water treatment systems.
 - ii. Resident Engineer shall have a minimum of 5 years of construction management working on membrane-based water treatment systems.
 - iii. Startup Manager shall be a startup and testing expert with a minimum of 5 years of experience starting up equipment and systems of similar type, size, capacity and complexity to the equipment and systems included in this Project.
 - iv. Staff's related construction experience shall include:
 - Minimum of 5 years of demonstrated experience in membrane-based water treatment systems with experience on coordinating installation and testing of membrane filtration and reverse osmosis equipment.
 - Minimum of 5 years of experience in inspection of membrane-based water treatment systems.
 - v. As part of the proposal submittal, CONSULTANT shall include two references (names, agencies, email addresses, and phone numbers) minimum for each of their proposed Project Manager, Resident Engineer and specialty inspectors.
3. CONSULTANT shall prepare and submit to the City a Project Management Plan to include schedule; budget; spending projection and staffing level for each month for the duration of the contract term; personnel roles and construction management procedures. CONSULTANT shall provide all necessary administration, project controls, quality assurance and professional oversight to ensure that:
 - a. the project remains on schedule, within budget, ensures continuity of information, and satisfies the requirements of the CONTRACT.
 - b. The construction project is progressing per construction contract's requirements.
4. For the Local AWPS Project, the CITY will seek reimbursement from California State Revolving Fund (SRF) and reimbursement from the Santa Clara Valley Water District (Valley Water) for some or all of the CONSULTANT's costs. Additionally, the City is working to receive a US Bureau of Reclamation (USBR) grant. CONSULTANT shall provide SRF, USBR or Valley Water required documentation with the invoices and clearly indicate the eligible SRF disbursement amount.
5. At the beginning of each month, CONSULTANT shall prepare and submit to the City Project Manager a monthly invoice package. The City prefers processing CONSULTANT pay requests that cover one calendar month. Invoices covering two different fiscal years (e.g., June 2024 and July 2024 shall not be combined. Monthly invoice packages shall include the cost incurred during previous month including subconsultant cost and expenses, and a progress report documenting progress. The report shall include the progress by each task, the budget status (authorized amount, current billing, billed to date, previously billed, amount remaining, and percent spent), outstanding issues, potential changes, project schedule and schedule impacts. CONSULTANT shall identify and mitigate potential budget overruns; and notify CITY Project Manager as soon as

the potential overrun is identified. If SRF, USBR or Valley Water funding is used, progress reports shall include a summary of eligible costs per month.

B. Preconstruction Phase Tasks

1. CONSULTANT shall perform reviews of construction drawings and specifications at 100% design, as directed by the CITY with focus on constructability of the project. At a minimum, the CONSULTANT shall provide and log comments regarding the plans, specifications, and construction cost estimate in an Excel Workbook, provided to the CITY. Comments should at a minimum include feedback on measurement and payment, sequencing, schedule, constructability, and required contractor qualifications.
2. The CITY may assign milestone reviews of other projects in the preconstruction phase. Reviews shall determine the coordination required between the subject project and other projects for concurrent work and the constructability of other projects following the completion of the subject project. This work shall be tracked via a separate subtask.
3. The CITY may request the CONSULTANT to attend the pre-bid meeting. CONSULTANT shall assist the City with evaluation of construction bids to determine bid irregularities, if any. The successful bidder will be based on the lowest responsive and responsible bid.
4. Administration
 - a. CONSULTANT shall propose a project administration procedure, including an online document tracking system, for CITY approval. The administration procedure will detail how the CONSULTANT will track, store, distribute, and manage digital and hardcopy correspondence and project documentation and strategy for managing project communications.
 - b. CONSULTANT shall establish and maintain a health and safety plan specific for CONSULTANT's staff and subconsultants. CONSULTANT shall submit a copy for City's record. During construction activities, CONSULTANT shall follow CONTRACTOR(S)'s health and safety plan(s), if it is more stringent.
5. Field Office Setup
 - a. CONSULTANT shall organize the hardcopy and digital files for the project prior to commencement of construction and coordinate with the CITY and CONTRACTOR for office trailer set-up.
 - b. CITY will designate a location for the CONTRACTOR'S office trailer and provide utility connection points.
 - c. CONSULTANT will be provided with an office space in the Administration Bldg. All office equipment and materials, such as, copier, phone/service, and internet access are to be furnished by the CONSULTANT.
6. Preconstruction Activities
 - a. Site Walk Observations and Documentation

- i. CONSULTANT will conduct preconstruction inspections, documenting conditions in a log and providing digital photographs and video(s) to the CITY.
 - b. Preconstruction Submittals
 - i. CONSULTANT to develop a list of CONTRACTOR pre-construction submittals.
 - ii. CONSULTANT shall review CONTRACTOR's pre-construction submittals, schedule of values, and preliminary schedule.
- C. State Revolving Fund (SRF)/USBR Title XVI WIIN Water Reclamation and Reuse Program Funding (WIIN)/ Valley Water Reimbursement Compliance Tasks**
 - 1. CONSULTANT shall prepare and package for submittal all required SRF documentation needed to obtain monthly SRF loan disbursements during the construction period. CITY will submit the documentation to the State.
 - 2. CONSULTANT shall prepare and package for submittal Quarterly Construction reports required for SRF compliance. Package shall include a narrative and photos of construction activities performed during the reporting period. CITY will submit the documentation to the State.
 - 3. Within 15 days of the end of a reporting period, CONSULTANT shall prepare and package for submittal all required USBR documentation related to the WIIN Grant needed to obtain reimbursement for the expenses incurred. The submittal includes preparation of a report that documents the work completed over the reporting period and progress towards meeting the project's outcomes. CITY will submit documentation to the USBR.
 - 4. USBR Construction Reporting: On a monthly basis, CONSULTANT shall provide certified percentage of completion; any significant developments, including impacts to scheduled performance of activities; any problems, delays, or adverse conditions which will adversely impact the project; and any favorable developments that could result in completing project objectives sooner than anticipated or at less cost than anticipated or produce more or different beneficial results. CITY will upload reports to the ASAP platform used by USBR.
 - 5. CONSULTANT shall facilitate inspections by USBR staff and make pertinent construction records readily available for inspection/audit.
 - 6. CONSULTANT shall document CONTRACTOR's compliance with all SRF and USBR requirements, including:
 - a. When applicable, recognize the contribution of SRF or USBR, through Project signage meeting SRF/USBR requirements.
 - b. American Iron and Steel (AIS) requirements
 - c. Build America, Buy America (BABA) – if applicable to this project
 - d. Davis-Bacon Act compliance
 - i. CONSULTANT shall perform Davis-Bacon Wage Rate Interviews at intervals required by SRF, but not less than every time a new contractor, subcontractor, or trade begins work. Subsequent

interviews shall be required periodically based upon the CONSULTANT and CITY's assessment of Risk of Noncompliance.

- e. Disadvantaged Business Enterprise (DBE) certifications
 - f. Project Closeout forms
 - g. Certified payrolls
7. CONSULTANT shall maintain a submittal log of materials subject to AIS requirements and/or approved exemptions.
8. CONSULTANT shall prepare and package for submittal Project Close Out Report required for SRF compliance. CITY will submit the documentation to the State.

D. Construction Phase Tasks

1. Construction Administration

a. Project Coordination

- i. CONSULTANT shall act as the project coordinator and the point of contact for all communications with the CONTRACTOR. The CONSULTANT shall coordinate construction activities with the CITY, ENGINEER, and CONTRACTOR. CONSULTANT responsibilities include: conduct team meetings with the CONTRACTOR to review progress, coordinate evaluations and identify information needs; disseminate information to the design team; manage the project budget; manage the project schedule; manage sub-consultants; manage QA / QC team; coordinate communications with other ongoing projects' construction managers to facilitate the construction of ongoing projects and continuous Plant operations.
- ii. CONSULTANT shall provide a contact phone number to respond to issues related to construction activity or coordination, 24 hours a day, 7 days a week.

- b. Document Tracking System: CONSULTANT shall establish, implement and maintain an online system for tracking all correspondence and documents on the Project or shall adopt a project administration procedure previously approved by CITY. CONSULTANT shall incorporate within the tracking system the means to track the routing of submittals/RFIs to the CITY's other consultants.
- c. Construction Administration Services: CONSULTANT shall provide administrative and management services. The CONSULTANT shall receive all correspondence from the CONTRACTOR and address all inquiries from the CONTRACTOR and construction related correspondence. The ENGINEER will be responsible for providing design input.

2. Meetings

- a. CONSULTANT shall prepare agendas for kick-off meeting, weekly progress meetings and other construction/technical meetings required during the term of the Project.
- b. CONSULTANT shall preside the meetings, address administrative and non-design

issues, and prepare meeting minutes for distribution. CITY, ENGINEER and CONTRACTOR's team will attend these meetings. The ENGINEER will address design issues.

- c. CONSULTANT shall have all pending decisions detailed for the meetings as well as project statistics (schedule updates, risks as identified by risk register, percent of project complete, near-term milestones, etc.).
- d. Anticipated Meetings
 - i. Construction kick-off meeting
 - ii. Weekly progress meetings
 - iii. As-needed technical meetings with CITY, ENGINEER, CONTRACTOR and manufacturer's representative(s) to resolve equipment and/or installation issues
 - iv. Minimum two (2) Electrical/Water Service Coordination Meetings with City of Palo Alto Utilities (CPAU)
 - v. Minimum two (2) Sewer Alignment Coordination meetings with CPAU
 - vi. Minimum two (2) Fire Department Coordination Meetings
 - vii. Minimum of two (2) City of Palo Alto Building Department Coordination Meetings
 - viii. I&C Standards Review Meeting with RWQCP Technology / SCADA Support Staff
 - ix. Membrane filtration and reverse osmosis system supplier coordination meetings
 - x. Project punch list and close-out Meeting
 - xi. Attend other concurrent projects' kickoff meetings
 - xii. Periodic coordination meetings with other ongoing projects' construction managers and the CITY

3. Submittals

- a. CONSULTANT shall use the online document tracking system to log and coordinate the submittal process.
- b. CONSULTANT shall receive the submittals, including CONTRACTOR's red-line drawings, from the CONTRACTOR and check the submittals for completeness and general conformity with the Construction Contract requirements. If obvious deficiencies are apparent in the submittal, the CONSULTANT shall reject and send the submittal back to the CONTRACTOR for correction.
- c. CONSULTANT shall route the submittals to the ENGINEER for review and shall route the reviewed submittal back to the CONTRACTOR. The CONSULTANT shall review comments on the submittals to determine if additional follow-up with the CONTRACTOR and/or ENGINEER is warranted and to identify any scope changes.
- d. CONSULTANT shall coordinate the ENGINEER's submittal review and track the status of shop drawing resubmittals with the CONTRACTOR.
- e. CONSULTANT shall review the submittals for progress schedule, temporary facilities, construction sequencing, conduit/pipe layout plan,

manufacturer/applicator/installer's certificates, and other non-technical submittals.

- f. CONSULTANT shall review temporary facilities submittals for operability as well as conflicts with other ongoing projects' active and/or proposed construction. The City may request CONSULTANT to review other ongoing projects' temporary facilities submittals for coordination logistics and constructability issues.

4. Request for Information/Clarification Process

- a. CONSULTANT shall utilize the online document tracking system for processing requests for design clarifications.
- b. CONSULTANT shall receive all requests for information (RFIs) from the CONTRACTOR and determine if the request is a valid RFI;
 - i. If valid, ENGINEER will review the RFIs and provide design response. CONSULTANT shall review the ENGINEER's response, verify acceptability of response and transmit the Clarification Response to the CONTRACTOR.
 - ii. If the request is not valid, CONSULTANT shall return the RFI to the CONTRACTOR with justifications.
- c. CONSULTANT shall provide a response within 10 working days to the CONTRACTOR for any administrative, field condition specific and general RFI.
- d. ENGINEER shall prepare Design Clarifications where design issues are identified by the CONSULTANT, ENGINEER, or CITY. CONSULTANT shall prepare the Clarification Letter for transmittal to the CONTRACTOR of the ENGINEER's Design Clarification and other clarifications.
- e. CONSULTANT shall work with the CITY Project Manager to maintain an Error and Omission Log to document change orders, RFIs and RFCs that are a result of ENGINEER and CONTRACTOR errors in design and construction, respectively. The log shall record the hours spent by the ENGINEER to respond to the RFIs/ RFCs and associated cost impact to the construction. CITY may seek reimbursement from the ENGINEER and/or CONTRACTOR.

5. Change Order Preparation, Negotiation & Processing

- a. CONSULTANT shall review all change order requests (either initiated by the CITY or by the CONTRACTOR).
 - i. CONSULTANT shall utilize the online document tracking system to log, track, and process changes.
 - ii. CONSULTANT shall maintain Change Event files. These files shall compile all data related to specific items that arise that may have cost or time impacts or neither.
- b. CONSULTANT shall judge the validity and/or merits of all CONTRACTOR initiated change order requests. CONTRACTOR initiated change orders deemed unnecessary, or not substantiated by a deficiency in the construction documents shall be returned to CONTRACTOR unapproved with an

explanation.

- c. CONSULTANT shall negotiate change orders with the CONTRACTOR, considering impact to the schedule, as well as, reasonableness of cost, and impact to total project budget. CONSULTANT shall provide updates regarding potential cost and schedule changes to CITY.
 - d. CONSULTANT shall prepare an independent cost estimate and/or verify the acceptability of the CONTRACTOR's cost proposal for each approved change request. At CITY's discretion, ENGINEER's opinion may be requested for specific equipment and material costs.
 - e. CONSULTANT shall prepare change orders using CITY's procedure for execution by the CITY and CONTRACTOR.
 - i. CONSULTANT shall prepare a Change Order Memorandum, if requested by the CITY, to provide additional background discussion for need of the change and reasonableness of cost and schedule impact.
 - ii. ENGINEER shall prepare design details for change requests as needed. CONSULTANT to coordinate schedule and distribution of design details.
 - iii. CONSULTANT shall prepare, and issue approved change order requests to the CONTRACTOR with the appropriate design documents as directed by the CITY.
 - f. In the event the CONTRACTOR encounters a time sensitive problem where time is not available to negotiate a settlement, CONSULTANT shall issue a field order in accordance with the City's procedures.
 - i. All work done under a field order will be completed on a time and material basis. CONSULTANT to track actual time and material expended for the field order work.
 - ii. Field orders shall be reviewed and approved with the CITY prior to issuance.
6. Documentation of Environmental Compliance
- a. CONSULTANT shall document compliance with environmental permitting and mitigation measures in accordance with the requirements of the environmental documents and regulatory permits.
7. Progress Payment
- a. CONSULTANT shall review the initial schedule of values (cost breakdown) prepared by the CONTRACTOR and generate a progress payment request form for the CONTRACTOR's use which is compatible with the SRF CONTRACTOR Spreadsheet (Form No. 259) and acceptable to SRF - Financial Assistance Division, by the USBR or by Valley Water procedures if seeking reimbursement from either agency.
 - b. CONSULTANT shall review and process the progress payment requests and determine whether the amount requested reflects the actual status of the Contractor's work in place, materials on site and other contract requirements.
 - c. CONSULTANT shall perform the appropriate administration, preparation and

processing of the monthly progress payments so the CITY can respond in accordance with the time periods set forth in the Public Contract Code.

- d. CONSULTANT shall prepare the summary cover sheet for the progress payments which will be executed by CONSULTANT, CONTRACTOR and CITY.
 - e. CONSULTANT shall not recommend final payment to the CONTRACTOR until the CONSULTANT has determined CONTRACTOR has complied with the project closeout requirements, including submittals of record documents, warranties, and operations and maintenance manuals. CITY will release the retention only after a Notice of Completion has been recorded with the Santa Clara County Clerk's Recorder Office.
8. CONTRACTOR's Certified Payroll
- a. On a bi-weekly basis, or when otherwise requested by the CITY, State, or other agency or public inquiry, the CONSULTANT shall collect certified payrolls from the CONTRACTOR. Apart from the regular, bi-weekly collection, the CONSULTANT shall obtain payroll records within 10 days of the CITY's request.
 - b. CONTRACTOR is responsible for submitting electronically their certified payroll records to the State Department of Industrial Relations.
 - c. CONSULTANT shall be responsible for documenting and conducting interviews of the CONTRACTOR's field staff/crew for compliance with CITY prevailing wage ordinance and SRF requirements (SF-1445).
9. Schedule
- a. CONSULTANT shall review CONTRACTOR's initial Baseline schedule submittal to determine whether it is realistic and prepared in accordance with the Contract Documents, that the milestone and Substantial Completion dates meet the overall goal for schedule and that no major conflicts exist. CONSULTANT shall advise CITY of the review determination and provide written comments to the CONTRACTOR.
 - b. CONSULTANT shall review the CONTRACTOR's schedule updates and provide written comments to the CONTRACTOR.
 - c. CONSULTANT shall review and evaluate the CONTRACTOR's requests for Contract time extension and/or monetary claim and make written recommendations to the CITY regarding entitlement and the number of days, if any, to be added to the Contract Time(s). If requested by the CITY, CONSULTANT shall provide a written assessment of the time request. CONSULTANT shall evaluate and negotiate schedule adjustments with the CONTRACTOR.
10. Field Quality Control (Inspection Services)
- a. CONSULTANT shall provide field observation services to monitor compliance with the Contract Documents.
 - i. CONSULTANT staff shall have sufficient training and experience regarding the specific construction activities being performed by CONTRACTOR.

- 1) CONSULTANT shall provide staffing at a level that match construction load and as required to observe CONTRACTOR's activities.
- 2) CONSULTANT shall provide subconsultant(s) as needed to observe specialty work or conduct specialty tests (see Special Inspections).
- 3) CITY may set an allowance on a task order specific basis for the *increased cost only* of inspectional services if required during off hours and on weekends. Consultant to provide sufficient hours to cover all inspectional services anticipated at standard rates.

b. Reporting

- i. CONSULTANT shall prepare daily inspection reports documenting observed field activities, field crews, CONTRACTOR equipment, and field problems. CONSULTANT shall collect and compile CONTRACTOR daily reports. Such information shall be accessible by the City.
- ii. CONSULTANT shall provide and maintain photographs of field activities for status monitoring of the project.
- iii. CONSULTANT shall monitor record documents (redline drawings) on a bi-weekly basis to determine if they are being maintained by the CONTRACTOR and are in substantial conformance with the CONSULTANT's information/observations.
- iv. CONSULTANT shall prepare a monthly report to include major work performed, outstanding issues, project photographs, schedule status, pending and executed change orders summary, and quality issues. This report shall also be part of CONSULTANT's monthly progress payment report.

c. Special Inspections

- i. CONSULTANT shall furnish the materials testing and special inspections required to be performed for the Project. Special Inspection and materials testing include, but not limited to:
 - 1) Excavation and Fill for Structures
 - 2) Geotechnical inspections and observations for drilled piles. CONSULTANT shall enlist the services of a qualified firm as the Engineer of Record for special inspection and observation of pile installation. Assume a staff engineer for 10 hours - 10 weeks, field/coordination and internal project management.
 - 3) Trenching and Backfilling
 - 4) Concrete Paving
 - 5) Soils testing for HazMat compliance
 - 6) Soils compaction and relevant testing
 - 7) Concrete sampling and testing
 - 8) Structural steel welding

- 9) Rebar and concrete for mat foundations
- 10) Membrane filtration and reverse osmosis units' installation
- 11) Special inspections as listed in the project specific design drawings and specifications.

- ii. CONSULTANT shall schedule and coordinate the material testing services and have responsibility for the specialty inspections and testing services.
- iii. CONSULTANT shall perform all geotechnical and structural observations/inspections, particularly foundation pile installation observation and special inspection. The geotechnical inspections will be performed by a California registered geotechnical engineer.

11. System Outages

- a. CONSULTANT shall review and evaluate the CONTRACTOR's system outage requests (SOR) in conjunction with the CITY. CONSULTANT shall assess the reasonableness of the duration of the requested shutdown.
- b. The SORs shall be reviewed and approved at least two weeks ahead of the actual outage/shutdown.
- c. CONSULTANT shall facilitate/coordinate shutdowns with the CONTRACTOR, CITY and ENGINEER.
 - i. CITY is responsible for reviewing and approving system outage request and duration, confirming the outage is properly planned, implementing the outage, and bringing services back online after the outage.

12. Means and Methods of Construction

- a. CONSULTANT shall not direct the means and methods of construction. CONTRACTOR shall be solely responsible for the means and methods of construction. In the event when the CONTRACTOR's means and methods and/or work sequence are perceived to have negative impacts on the final work quality or may damage existing City's property, the CONSULTANT shall communicate with the CONTRACTOR and inform the CITY and ENGINEER.

13. Construction Staging and laydown Area

CONSULTANT shall periodically observe the construction staging and laydown areas to check if:

- a. Equipment and materials are being stored in accordance with the manufacturers' procedure (e.g., protection from weathering elements).
- b. Exiting plant equipment (e.g., electrical switchgear) are being protected.
- c. Heavy loads are not concentrated at or adjacent to locations where underground utilities are present.
- d. Contractor is maintaining any necessary access
- e. Site is cleaned up every day
- f. Site is isolated and general public and wildlife are protected, in particular along Embarcadero Road.

14. Safety

- a. CONSULTANT shall comply with appropriate regulatory, project and CITY codes in addition to CONSULTANT's Health and Safety Plan regarding necessary safety

equipment and procedures used during performance of the CONSULTANT's work and shall take necessary precautions for safe operation of the CONSULTANT's work, and the protection of the CONSULTANT's personnel from injury and damage from such work.

- b. Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT's employees or sub-consultants at the construction/project site, shall relieve the CONTRACTOR and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, or coordinating their work in accordance with the Contract Documents, City codes, and any health or safety precautions required by pertinent regulatory agencies. CONSULTANT and its personnel have no authority to exercise any control over any CONTRACTOR or other entity or their employees in connection with their work or any health or safety precautions.

15. Spare Parts

- a. Based on the specifications and vendor O&M Manuals, CONSULTANT shall prepare a consolidated/complete list of required spare parts in Excel.
- b. CONSULTANT shall inventory spare parts as they are delivered by the CONTRACTOR and transfer spare parts to the CITY. The transfer of parts shall be documented via material transmittal, signed by CONTRACTOR, CONSULTANT and CITY.

16. Operation and Maintenance (O&M) Manuals

- a. CONSULTANT shall prepare a list of anticipated O&M Manuals and track the submittal and review process in the online document tracking system. ENGINEER will prepare the O&M Manual and Standard Operating Procedures into a combined document.
- b. CONSULTANT shall verify that the submitted O&M manuals are the correct and latest version, and that the 'lessons learned' and notes taken during startup and commissioning are included in the final versions of O&M manuals. CONSULTANT shall coordinate delivery of final hardcopies and electronic copy from the CONTRACTOR/ENGINEER to CITY.

17. Testing, Training and Initial Operations Period Support

- a. CONSULTANT shall coordinate and oversee manufacturer/vendor provided testing/startup/commissioning activities and training sessions. It is anticipated that there will be multiple training sessions to be conducted. At a minimum, the following startup training sessions are anticipated:
 - 1. Membrane Filtration: Including MF feed equipment, MF filters systems, MF cleaning system, MF compressed air systems.
 - 2. Reverse osmosis system (RO): Including RO Feed tank, RO Pumps, RO cartridge systems, RO Trains, membrane cleaning system and membrane flush systems.

3. RO permeate transfer: Including transfer pump and permeate tank.
 4. RO Permeate blending: Including blending station, blending ratios and control strategies
 5. Overall Local AWPS system operation, water quality monitoring, requirements, reports, training on sampling, analyzer maintenance schedule.
- b. ENGINEER will provide technical assistance associated with the design intent during testing/startup/commissioning operations.
 - c. CONSULTANT shall provide part-time support during the initial operations following start-up and testing.
 - d. CONTRACTOR will develop and submit a Testing and Startup Plan. CONSULTANT shall coordinate with CONTRACTOR, ENGINEER and CITY on the development and review of the Testing and Startup Plan.
 - e. CONSULTANT shall provide oversight and administration of training and testing.
 - f. CONSULTANT shall observe start-up and testing as the CITY's representative and maintain copies of start-up documentation in an organized binder (and scanned electronic copy) that shall be turned over to the CITY at the end of the project.
 - g. CONSULTANT shall coordinate the training with the CONTRACTOR, vendor and CITY staff. Some of the equipment will need training for third party personnel with whom the CITY may be contracting with. CITY will provide the vendor contact information for CONSULTANT to coordinate with. Trainings shall be coordinated so that key CITY staff can attend; schedule shall accommodate key CITY staff/ Plant operations shifts. Multiple training sessions for day shift and night shift operators may be required.
 - h. CONSULTANT shall attend training sessions and collect attendance sheets and copies of training material.
 - i. If required by CITY, CONSULTANT shall coordinate production quality audio and video recording and editing of training sessions to be used for future training sessions. The final digital copy shall be labeled and have an introduction that indicates the type of training, the process area, the equipment name, the vendor(s) / manufacturer(s) if applicable, the date, and the CONTRACTOR.
 - j. Refer to the CITY's Demonstration and Training Standards for more details.
 - k. CONSULTANT shall prepare necessary CITY documentation recommending acceptance of the completed work by the CITY.
 - l. After training is complete, CONSULTANT shall assist CITY staff during an initial operating period by providing additional training if needed, answering questions, making recommendations on system control adjustment, and supporting staff to investigate issues that arise during this period.
18. Corrective Work Item List
- a. The CONSULTANT shall prepare and maintain a Corrective Work Item list (CWL) with the input from the CITY and ENGINEER.

- b. CONSULTANT shall confirm that the items identified in the CWL are completed in preparation for issuance of Substantial Completion Certificate (SCC).
- c. CONSULTANT shall prepare the SCC for execution by the CITY and the CONTRACTOR when the Corrective Work Items are completed to the CITY's, ENGINEER's and The CONSULTANT's satisfaction.

19. Coordination with Suppliers

- a. CONSULTANT shall coordinate with the Membrane Filtration System Supplier (MFSS), ENGINEER and CONTRACTOR for installation, startup and testing of filtration systems. CONTRACTOR will install equipment while the MFSS shall supply units and subsystems (e.g., backwash and clean-in-place) furnished with all instruments and individual panels prewired and calibrated.
- b. CONSULTANT shall coordinate with the Reverse Osmosis System Supplier (ROSS), ENGINEER and CONTRACTOR for installation, startup and testing of reverse osmosis systems and ancillary equipment. CONTRACTOR installation is limited to bolt the RO units to the floor while the ROSS shall provide units and subsystems skidded and assembled to the greatest extent practical.

E. Project Closeout Phase Tasks

1. Punch List and Final Inspection

- a. Punch List
 - i. CONSULTANT shall identify work with outstanding deficiencies and generate Punch List in Excel. Coordinate site walkthrough with the CITY and CONTRACTOR, as needed.
 - ii. CONSULTANT shall have primary responsibility for verifying that the Punch List work is complete.
- b. CONSULTANT shall turnover project documentation to the CITY in an orderly manner and in a timely manner after completion of the project and all punch list activities. The CONSULTANT shall retain all change event files at the end of the project. The CITY shall have the right to request review and/or copies of the change events files.
- c. Final Inspection
 - i. CONSULTANT shall have primary responsibility for conducting the final inspection. Coordinate site walkthrough with the CITY and CONTRACTOR, as needed.
 - 1) CITY will participate and provide input on the final inspection.
 - 2) ENGINEER will provide design input on final inspection items if determined necessary by the CITY.

2. Warranty Coordination

- a. CONSULTANT shall maintain a warranty file in the online document tracking system. All warranty documentation shall be handed off to the CITY at conclusion of the contract.

3. Project Closeout

- a. CONTRACTOR shall furnish record documents, which the CONSULTANT shall review and transmit to ENGINEER for preparation of record drawings.
- b. CONSULTANT shall prepare necessary CITY documentation recommending acceptance of the completed work by the CITY.
- c. CONSULTANT shall turnover project documentation to the CITY in an orderly manner and in a timely manner after completion of the project and all punch list activities. The CONSULTANT shall retain all change event files at the end of the project. The CITY shall have the right to request review and/or copies of the change events files.
- d. CONSULTANT shall verify that final testing, clean-up, restoration, and demobilization are complete. CONSULTANT shall ensure that all on- and off-site areas are returned to pre-construction condition.

Work Order No. 5: Milestone Schedule of Performance

TASK #	MILESTONES	NUMBER OF WEEKS TO COMPLETION FROM WORK ORDER #1A NOTICE TO PROCEED (NTP)	NO LATER THAN DATE
Task 1	General Requirements/Project Management	186 Weeks	12/31/2027
Task 2	Preconstruction Phase	40 Weeks	3/15/2024
Task 3	SRF, USBR, Valley Water Financing and Funding Compliance	186 Weeks	12/31/2027
Task 4	Construction Phase	186 Weeks	12/31/2027
Task 5	Project Closeout	186 Weeks	12/31/2027

Work Order No. 5: Milestone Compensation Schedule

TASK #	MILESTONES	NOT TO EXCEED AMOUNT
Task 1	General Requirements/Project Management	\$114,480
Task 2	Preconstruction Phase	\$111,240
Task 3	SRF, USBR, Valley Water Financing and Funding Compliance	\$192,540
Task 4	Construction Phase	\$3,082,387
Task 5	Project Closeout	\$173,340
Task 6	Inspection Allowance	\$100,000
Sub-total Basic Services		\$3,773,987
Reimbursable Expenses		\$0
Total Basic Services and Reimbursable Expenses		\$3,773,987
Additional Services (per Section 4) (Not to Exceed)		\$377,399
Maximum Total Compensation		4,151,386

EXHIBIT "B"
SCHEDULE OF PERFORMANCE, AMENDMENT NO. 4
(AMENDED, REPLACES PREVIOUS)

☒ Optional Schedule of Performance Provision for On-Call or Additional Services Agreements.

(This provision only applies if checked and only applies to on-call agreements per Section 1 or agreements with Additional Services per Section 4.)

The schedule of performance shall be as provided in the approved Task Order, as detailed in Section 1 (Scope of Services) in the case of on-call Services, or as detailed in Section 4 in the case of Additional Services, provided in all cases that the schedule of performance shall fall within the term as provided in Section 2 (Term) of this Agreement.

WORK ORDER #2

Tasks 1-5 completed within 125 Weeks from the Notice to Proceed for Work Order 2, as detailed in the Milestone Schedule of Performance attached to Work Order #2 (Amendment No.1).

WORK ORDER #3

Tasks 1-5 completed within 276 Weeks from the Notice to Proceed for Work Order 3, as detailed in the Milestone Schedule of Performance attached to Work Order #3 (Amendment No.2).

WORK ORDER #1A

Tasks 1-3 completed within 37 Weeks from the Notice to Proceed for Work Order 1A, as detailed in the Milestone Schedule of Performance attached to Work Order #1A (Amendment No.3).

WORK ORDER #5

Tasks 1-5 completed within 186 Weeks from the Notice to Proceed for Work Order 5, as detailed in the Milestone Schedule of Performance attached to Work Order #5 (Amendment No.4).

EXHIBIT "C"
COMPENSATION, AMENDMENT #4
(AMENDED, REPLACES PREVIOUS)

CITY agrees to compensate CONSULTANT for on-call, as-needed, time-limited project support services performed in accordance with the terms and conditions of this Agreement, and as set forth in a specific Task Order budget schedule. Compensation shall be calculated based on the rate schedule attached as Exhibit C-1 up to the not to exceed budget amount for each task set forth in a specific Task Order.

CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories within a specific Task Order, provided that the total compensation for the Services, including any specified reimbursable expenses, and the total compensation for Additional Services (if any, per Section 4 of the Agreement) do not exceed the amounts set forth in Section 4 of this Agreement.

CONSULTANT agrees to complete all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

CONSULTANT'S ordinary business expenses, such as administrative, overhead, administrative support time/overtime, information systems, software and hardware, photocopying, telecommunications (telephone, internet), in-house printing, insurance and other ordinary business expenses, are included within the scope of payment for Services and are not reimbursable expenses hereunder.

Reimbursable expenses, if any are specified as reimbursable under this section, will be reimbursed at actual cost. The expenses (by type, e.g. travel) for which CONSULTANT will be reimbursed are: NONE up to the not-to-exceed amount of \$0.00.

WORK ORDER #2

Compensation as detailed in the Milestone Compensation Schedule attached to Work Order #2., Not to Exceed:

Total Basic Services and Reimbursable Expenses	\$549,315
Additional Services (per Section 4) (Not to Exceed)	\$54,932
Maximum Total Compensation	\$604,247

WORK ORDER #3

Compensation as detailed in the Milestone Compensation Schedule attached to Work Order #3., Not to Exceed:

Total Basic Services and Reimbursable Expenses	\$7,488,201
Additional Services (per Section 4) (Not to Exceed)	\$748,820
Maximum Total Compensation	\$8,237,021

WORK ORDER #1A

Compensation as detailed in the Milestone Compensation Schedule attached to Work Order #1A., Not to Exceed:

Total Basic Services and Reimbursable Expenses	\$246,700
Additional Services (per Section 4) (Not to Exceed)	\$141,838
Maximum Total Compensation	\$388,538

WORK ORDER #5

Compensation as detailed in the Milestone Compensation Schedule attached to Work Order #5., Not to Exceed:

Total Basic Services and Reimbursable Expenses	\$3,773,987
Additional Services (per Section 4) (Not to Exceed)	\$377,399
Maximum Total Compensation	\$4,151,386

EXHIBIT C-2
SCHEDULE OF RATES, AMENDMENT NO. 4
(ADDED)

CONSULTANT’S schedule of rates is as follows (by calendar year):

Carollo Rates

	Increase 5% (Annual beginning 2026)				
Role	2024	2025	2026	2027	2028
Principal in Charge	\$ 290.00	\$ 290.00	\$ 304.50	\$ 319.73	\$ 335.71
Principal Construction Manager	\$ 280.00	\$ 280.00	\$ 294.00	\$ 308.70	\$ 324.14
Senior Construction Manager	\$ 260.00	\$ 260.00	\$ 273.00	\$ 286.65	\$ 300.98
Construction Manager	\$ 255.00	\$ 255.00	\$ 267.75	\$ 281.14	\$ 295.19
Resident Engineer	\$ 210.00	\$ 210.00	\$ 220.50	\$ 231.53	\$ 243.10
Field Engineer	\$ 170.00	\$ 170.00	\$ 178.50	\$ 187.43	\$ 196.80
Inspector	\$ 220.00	\$ 220.00	\$ 231.00	\$ 242.55	\$ 254.68
Senior Inspector	\$ 232.00	\$ 232.00	\$ 243.60	\$ 255.78	\$ 268.57
Startup	\$ 245.00	\$ 245.00	\$ 257.25	\$ 270.11	\$ 283.62
Schedule	\$ 240.00	\$ 240.00	\$ 252.00	\$ 264.60	\$ 277.83
Funding	\$ 220.00	\$ 220.00	\$ 231.00	\$ 242.55	\$ 254.68

SUBCONSULTANTS’ schedule of rates is as follows (by calendar year):

Salimi Construction Management

Role	2024	2025	2026	2027	2028
Scheduler	\$ 185.00	\$ 185.00	\$ 194.25	\$ 203.96	\$ 214.16

SILVEIRA CONSULTING

2024 Rates

Schedule of Hourly Rates:

Labor Compliance Officer	\$130
Labor Compliance Analyst.....	\$90
Field Investigator	\$95

****Mileage will be billed per mile at the Federal reimbursable rate.**

HALEY & ALDRICH (rates and services effective with Amendment #4)

<i>Classification</i>	<i>2024</i>	<i>2025</i>
<i>Project Support</i>	<i>\$135</i>	<i>\$139</i>
<i>Technician*</i>	<i>\$135</i>	<i>\$139</i>
<i>Project Technician*</i>	<i>\$146</i>	<i>\$151</i>
<i>Senior Technician*</i>	<i>\$156</i>	<i>\$162</i>
<i>Project Controls</i>	<i>\$178</i>	<i>\$184</i>
<i>Staff Professional 1</i>	<i>\$188</i>	<i>\$195</i>
<i>Staff Professional 2</i>	<i>\$198</i>	<i>\$205</i>
<i>Project Professional</i>	<i>\$221</i>	<i>\$229</i>
<i>Technical Specialist</i>	<i>\$233</i>	<i>\$241</i>
<i>Project Manager / Senior Technical Specialist</i>	<i>\$244</i>	<i>\$253</i>
<i>Senior Project Manager / Technical Expert</i>	<i>\$306</i>	<i>\$317</i>
<i>Program Manager / Senior Technical Expert</i>	<i>\$372</i>	<i>\$385</i>
<i>Principal</i>	<i>\$398</i>	<i>\$412</i>
<i>Senior Principal</i>	<i>\$437</i>	<i>\$452</i>

BAY AREA COATING CONSULTANTS, INC. (BACC)

2023 Coating Inspection Services / NACE Coating Inspector
Regular: \$115.20
Over Eight Hours/Saturdays: \$162.50
Sundays and Holidays: \$191.00
Truck/Equipment Charge: \$10.20 per/hr.
Per Diem: \$140.00 per day
Eight Hour Minimum
24 Hour call out notification.

BSK Associates - Schedule of Fees - July 1, 2023 to June 30, 2024

PERSONNEL RATES

Escalation: The prices noted below are subject to an increase of 5% annually, effective July 1 of each year following the initiation of a services agreement.

PROFESSIONAL STAFF

Principal	\$	285.00	Seismic GIS	\$	220.00
Senior Professional	\$	250.00	GIS Specialist	\$	190.00
Project Professional II	\$	235.00	Information Specialist II	\$	180.00
Project Professional I	\$	200.00	Information Specialist I	\$	160.00
Staff Professional II	\$	175.00	CAD	\$	120.00
Staff Professional I	\$	155.00	Litigation support		1.5x standard rate
Project Administrator	\$	110.00	Deposition / Trial		2.0x standard rate
Administrative Assistant / Clerical	\$	100.00			

TECHNICAL STAFF - FIELD AND LABORATORY (NON-PREVAILING WAGE)

Non-Destructive Inspection/Testing	\$	165.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>		
Special Inspector	\$	140.00	Field Work from 0 to 4 hours		Bill 4 hours
Engineering Technician	\$	135.00	Field Work from 4 to 8 hours		Bill 8 hours
Technician	\$	130.00	Field Work over 8 hours / Saturdays		Bill time and a half
Ground Penetrating Radar Scanning Technician	\$	315.00	Sundays, holidays and over 12 hours		Bill double time
Core Drilling Technician	\$	245.00	Night Shift (Shift commencing after 2pm / before 4am)		Base Rate x 12.5%
Floor Flatness Testing Technician	\$	210.00	Show-up time (no work performed)		Bill 2 hours
Sample Pickup / Transportation / Delivery	\$	120.00	Sampling or cylinder pickup, minimum charge		Bill 2 hours
Laboratory Technician	\$	130.00			

NORTHERN CA PREVAILING WAGE LABOR RATES

Group 1 - Special Inspector	\$	170.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>		
Group 2 - Special Inspector	\$	165.00	Field Work from 0 to 4 hours		Bill 4 hours
Group 3 - Engineering Technician	\$	146.00	Field Work from 4 to 8 hours		Bill 8 hours
Group 3 - Geotechnical Professional	\$	185.00	Field Work over 8 hours / Saturdays		Bill time and a half
Group 3 - Environmental Professional	\$	185.00	Sundays, holidays and over 12 hours		Bill double time
Group 4 - Technician	\$	130.00	Night Shift (Shift commencing after 2pm / before 4am)		Base Rate x 12.5%
			Show-up time (no work performed)		Bill 2 hours
			Sampling or cylinder pickup, minimum charge		Bill 2 hours

SOUTHERN CA PREVAILING WAGE LABOR RATES

Group 1 - Geotechnical Professional	\$	185.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>		
Group 1 - Environmental Professional	\$	185.00	Field Work from 0 to 4 hours		Bill 4 hours
Group 1 - Technician	\$	165.00	Field Work from 4 to 8 hours		Bill 8 hours
Group 2 - Special Inspector	\$	170.00	Field Work over 8 hours / Saturdays		Bill time and a half
Group 3 - Non-Destructive Testing (NDT)	\$	180.00	Sundays, holidays and over 12 hours		Bill double time
			Premium Shift (Weekday work before 6am / after 5pm)		Bill time and a half
			Show-up time (no work performed)		Bill 2 hours
			Sampling or cylinder pickup, minimum charge		Bill 2 hours

REIMBURSABLES

Project Administration Fees	7% of Invoice	DIR Administration Fees	3% of Invoice
Mileage - 2x4 (Portal to Portal)	\$ 1.00	Certified Payroll / DIR Upload (Monthly)	\$ 300.00
Mileage - 4x4 (Portal to Portal)	\$ 2.00	Non-Performance Certified Payroll / DIR Upload (Monthly)	\$ 100.00
Bridge Toll	Cost + 15%	Subcontractor Management / Compliance Forms (Monthly)	\$ 100.00
Parking Fees	Cost + 15%	Additional LCP Tracker or Other Compliance Software (Monthly)	\$ 200.00
Per Diem (as required)	Quote / \$250 min.	Additional Special Forms, as required (Monthly)	\$ 150.00
Subconsultant Services	Cost + 15%	Project Setup (Project)	\$ 525.00