

**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
CAROLLO ENGINEERS, INC.
FOR
WATER POLLUTION CONTROL PLANT REHABILITATION PROJECT,
PROJECT CLOSEOUT SUPPORT SERVICES**

This **Amendment No. 1** ("Amendment") is made by and between the City of San Leandro ("City") and Carollo Engineers, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2017; it amends that certain Consulting Services Agreement ("Agreement") dated September 16, 2016, between the Parties.

WHEREAS, City and Consultant executed the Agreement, pursuant to which Consultant has provided certain consulting services to City with regard to Water Pollution Control Plant Rehabilitation Closeout Services; and

WHEREAS, the Parties desire to amend the Agreement to increase the total amount of compensation and scope of services; and

WHEREAS, the Parties desire to extend the Agreement to December 31, 2018.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 1.1 of the Agreement entitled "Term of Services" is hereby amended to extend the term from December 31, 2017, to December 31, 2018; and
2. Section 2 of the Agreement entitled "Compensation" is hereby amended to pay Consultant a sum not to exceed \$465,054; which is \$86,471 above the not to exceed amount in the Agreement; and
3. Exhibit A of the Agreement entitled "Scope of Services" is hereby amended to include task 4, as further provided below.
4. Exhibit B of the Agreement entitled "Compensation Schedule & Reimbursable Expenses" is hereby amended to read: "Amendment No. 1," and it shall replace in its entirety the Exhibit B that is in the Agreement.
5. All other terms of the Agreement shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

EXHIBIT A
SCOPE OF SERVICES

Task 4 –As-needed Additional Services - Project Closeout

Consultant shall continue to provide as-need assistance to the City to close-out the project. Consultant shall primarily assist City with closing out the open Contract Change Requests (CCRs) with the Contractor. Consultant shall prepare for and attend up to one PM level or Executive level CCR meeting every month (assumed 6 hours per month over 10 months for budgeting purposes).

Additionally, Consultant shall assist the City with contractor correspondence, punchlist items, warranty list items, pending electrical testing related items, etc. For budgeting purposes, an allowance of 100 hours has been included for this task.

Consultant and Construction Scheduling Experts (a subconsultant to Carollo) will assist the City by reviewing and responding to the Time Impact Analysis (TIA) submitted by the Contractor. For budgeting purposes, it is assumed that 9 TIAs will be reviewed (assumed 16 hours per TIA by the subconsultant and 10 hours per TIA by the Consultant for budgeting purposes). This includes one meeting per TIA with the City to discuss the TIA.

Consultant shall also prepare for and attend meetings with third-party CCR resolution team to settle CCRs. Consultant shall prepare for and attend pre-meetings with the City to prepare for the meeting with the third-party resolution team. For budgeting purposes it is assumed 1 CCR will be reviewed by the third-party CCR resolution team (assumed 8 hours per CCR for budgeting purposes).

SIGNATURES ON FOLLOWING PAGE

CITY OF SAN LEANDRO

CAROLLO ENGINEER, INC

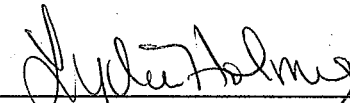
Chris Zapata, City Manager

Attest:

Tamika Greenwood, City Clerk



Rick L. Chan, Professional Engineer
Senior Vice President/Principal-in-charge



Lydia Holmes, Vice President

Approved as to Fiscal Authority:

David Baum, Finance Director

593-52-251-5120
Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Keith R. Cooke, Director
Engineering and Transportation Department

(2015)
2885429.1

EXHIBIT B

AMENDMENT NO. 1

COMPENSATION AND REIMBURSEABLE EXPENSES

Task	Other Direct Costs (ODC)										Total Cost
	PIC	PM	PE	Struc	Elec	CAD	WP	Subconsultants		Mileage	
	\$258	\$235	\$217	\$258	\$258	\$157	\$99	Name	Amount	Trips	Amount
1 - 3 Existing Contract Signed September 19, 2016											
4.0 As-Needed Additional Services - Project Closeout	0	158	0	0	100	0	0	CSE	\$18,000	30	\$1,187
Totals =	0	158	0	0	100	0	0		\$2,554		\$23,541
											Totals =
											\$378,583
											\$86,471
											\$465,054

Legend:

PIC Principal-in-Charge
 PM Project Manager
 PE Project Engineer
 Stru Structural Engineer
 Elec Electrical Engineer
 CAD Cadd Drafter/Graphics
 WP Word Processor

Subconsultants:

CSE - Construction Scheduling Experts

PECE: Project Equipment and Communication Expense