

**FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND HDR ENGINEERING, INC. FOR
ON-CALL CONTRACTS FOR ENGINEERING SUPPORT SERVICES FOR
THE WATER POLLUTION CONTROL PLANT**

This First Amendment to the Agreement, dated _____, is entered into by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and HDR ENGINEERING, INC., a Nebraska stock corporation ("CONSULTANT").

WHEREAS, on July 13, 2022, the CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as On-Call Contracts for Engineering Support Services for the Water Pollution Control Plant (F22-060) ("Agreement"); and

WHEREAS, the CITY and CONSULTANT now desire to amend the Agreement to extend the term by one year, update the compensation schedule and increase the maximum compensation, due to anticipated additional need for services;

NOW, THEREFORE, THE CITY AND CONSULTANT ENTER INTO THIS FIRST AMENDMENT TO THE AGREEMENT:

1. Section 3 entitled "Time for Performance" is hereby amended to read as follows:

3. Time for Performance

The Project Schedule is set forth as an on-call basis. The term of this Agreement shall be four (4) years, from July 13, 2022 through July 12, 2026, unless earlier terminated pursuant to Section 24 of this Agreement. The Agreement may be renewed for an additional one (1) year renewal at the sole option of the CITY. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A".

2. Section 4 entitled "Payment of Fees and Expenses" is hereby amended, in part, to read as follows:

[Replace first paragraph of Section 4 with the following]:

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" and "B-1" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B" and "B-1." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" and "B-1." In no event shall the total amount of compensation payable under this Agreement exceed the sum of Five Hundred Thousand and 00/100 Dollars. (\$500,000.00). All invoices, including detailed backup, shall

be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

3. All other terms and conditions of the Agreement remain unchanged and are in effect.
4. Exhibit "B-1", attached hereto and incorporated herein, is added to the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement.

CITY OF SUNNYVALE ("CITY")

HDR ENGINEERING, INC. ("CONSULTANT")

By _____
City Manager

By _____

ATTEST:

Name and Title

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

**Exhibit B-1
Compensation Schedule**

**HDR ENGINEERING, INC.
RATE SCHEDULE
for
City of Sunnyvale
Engineering Support Services for the Water Pollution Control Plant**

Technical Specialist 1	\$311
Technical Specialist 2	\$355
Technical Specialist 3	\$404
Engineer 1	\$208
Engineer 2	\$240
Engineer 3	\$284
Staff Engineer	\$191
BIM/CAD Technician 1	\$169
BIM/CAD Technician 2	\$208
Administration/Clerical	\$148

HDR will invoice the City by HDR employee billing rate for services provided. The billing rates cover payroll cost, employee benefits, and HDR overhead and profit. Rates are subject to change after July 12, 2026, and are estimated to increase by at least 3% annually.

EXPENSES

In-House Expenses

Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Black/White Photocopies (per copy)	at cost
Color Copy (per copy)	at cost
Bond Plotting - Black & White (per square foot)	at cost
Bond Plotting - Color (per square foot)	at cost

External Expenses

Air Travel	at cost
Ground Transportation (includes Rental Car, Uber/Lyft, and Train)	at cost
Hotel	at cost
Other Expenses	at cost

Please Note: Expenses and subconsultants are charged with a five percent markup.