

**AMENDMENT NO. 2 TO CONTRACT NO. S20177452
BETWEEN THE CITY OF PALO ALTO AND
SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS**

This Amendment No. 2 (this "Amendment") to Contract No. S20177452 (the "Contract" as defined below) is entered into as of the February 26, 2024, by and between the **CITY OF PALO ALTO**, a California chartered municipal corporation ("CITY"), and **SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS**, located at 4699 Old Ironsides Drive, Suite 350, Santa Clara, CA 95054 ("CONSULTANT"). CITY and CONSULTANT are referred to collectively herein as the "Parties".

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties to provide final plan review and certification of the Stormwater Management Plan and design documents, and provide construction observation and certification of the installation of the bioretention areas and soil cells for the Public Safety Building project, as detailed therein.

B. The Parties entered into Amendment No. 1 to extend the contract term for six (6) months to October 31, 2023, at no additional cost to the City, as detailed therein.

C. The Parties now wish to amend the Contract in order to retroactively extend the contract term for fourteen (14) months through December 31, 2024, update the Scope of Services and increase the compensation by Nine Thousand Six Hundred Dollars (\$9,600), from Ten Thousand Six Hundred Dollars (\$10,600) to a new total not-to-exceed amount of Twenty Thousand Two Hundred Dollars (\$20,200), 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. S20177452 between CONSULTANT and CITY, dated April 26, 2020, as amended by:

Amendment No. 1, dated February 27, 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 2 "TERM" of the Contract is hereby amended to read as follows:

"The term of this Agreement shall be from the date of its full execution through December 31, 2024 unless terminated earlier pursuant to Section 19 of this Agreement."

SECTION 3. Section 4 “NOT TO EXCEED COMPENSATION” of the Contract is hereby amended to read as follows:

“The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (also referred to herein as the “Basic Services”), and any reimbursable expenses specified in Exhibit “C”, entitled “COMPENSATION”, shall not exceed Nineteen Thousand Two Hundred Dollars (\$19,200), as detailed in Exhibit “C”. CONSULTANT agrees to complete all Basic Services, including any specified reimbursable expenses, within this amount. In the event Additional Services are authorized in accordance with Section 1 (Scope of Services), the compensation for Additional Services shall not exceed One Thousand Dollars (\$1,000), and the total compensation under this Agreement for Basic Services, Additional Services and any specified reimbursable expenses shall not exceed Twenty Thousand Two Hundred Dollars (\$20,200). The rate schedule, as applicable, is set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES.” Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation as set forth herein shall be at no cost to the CITY.

Additional Services, if any, may be authorized in accordance with and subject to the provisions of Section 1 (Scope of Services), provided that: (i) the Additional Services check box at Section 1 is selected, and (ii) a dollar amount for Additional Services is allocated in this Section 4. If either or both of these requirements are not met, or if the dollar amount for Additional Services under this Section 4 would be exceeded, then Additional Services may only be authorized by a written amendment to this Agreement as provided for in Section 27.4 herein. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY.”

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

- a. Exhibit “A” entitled “SCOPE OF SERVICES, AMENDMENT NO. 2”, AMENDED, REPLACES PREVIOUS.
- b. Exhibit “B” entitled “SCHEDULE OF PERFORMANCE, AMENDMENT NO. 2”, AMENDED, REPLACES PREVIOUS.
- c. Exhibit “C” entitled “COMPENSATION, AMENDMENT NO. 2”, AMENDED, REPLACES PREVIOUS.

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

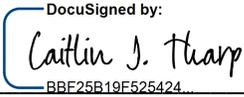
City Manager

APPROVED AS TO FORM:

City Attorney or Designee

**SCHAAF & WHEELER, CONSULTING
CIVIL ENGINEERS**

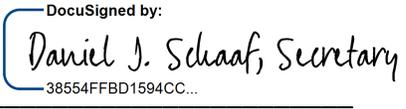
Officer 1

By:  DocuSigned by:
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Name: Caitlin J. Tharp

Title: Vice President RCE 76810

Officer 2

By:  DocuSigned by:
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Name: Daniel J. Schaaf, Secretary

Title: Vice President

Attachments:

Exhibit "A" entitled "SCOPE OF SERVICES, AMENDMENT NO. 2", AMENDED, REPLACES PREVIOUS.

Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 2", AMENDED, REPLACES PREVIOUS.

Exhibit "C" entitled "COMPENSATION, AMENDMENT NO. 2", AMENDED, REPLACES PREVIOUS.

EXHIBIT “A”
SCOPE OF SERVICES, AMENDMENT NO. 2
(AMENDED, REPLACES PREVIOUS)

Schaaf & Wheeler (CONSULTANT) will perform the Services as follows for final plan review and construction observation services of the Stormwater Management Plan for the Public Safety Building project located at 250 Sherman Avenue in Palo Alto:

Task 1: Final Review of Public Safety Building Stormwater Design Documents

1. Review of the draft Storm Management Plan and design documents prepared by Sandis.
2. Prepare a comment letter with a list of suggestions and specific comments.
3. Phone conversations with your design staff to resolve or clarify any comment questions.
4. Review of the revised plan.
5. Two copies of the Final Certification Form and summary letter for submittal to the City.

Task 2: Stormwater Construction Observation of Public Safety Building

1. Up to sixteen (16) site visits to observe three (3) remaining soil cells areas and five (5) bioretention planters. The first site visits are to observe the soil cells, impermeable liner, underdrain and rock prior to placement of the soil. The second visit will be to observe the soil, overflow and plantings at time of installation and prior to occupancy. A total of sixteen visits have been scoped to account for construction phasing and incorporation of observation comments. It assumes at least three treatment measures will be ready for observation at each visit. Photographs cannot be accepted in lieu of site visits.

Site visits in addition to those described are available at an additional cost. It is also the owner/contractor's responsibility to provide Schaaf & Wheeler with a minimum of two days' notice to schedule the site visits.

2. It is the owner/contractor's responsibility to provide Schaaf & Wheeler with a minimum of two days' notice to schedule the site visit.
3. A final letter and certificate of approval form and any requested supporting data will be provided for submittal to the City.

EXHIBIT “B”
SCHEDULE OF PERFORMANCE, AMENDMENT NO. 2
(AMENDED, REPLACES PREVIOUS)

CONSULTANT shall perform the Services so as to complete each milestone within the number of days or date specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt from CITY of the notice to proceed (“NTP”).

Task	Description	Completion No. of Weeks from NTP
1	Final Review of Public Safety Building Stormwater Design Documents	20 weeks
2	Construction Observation of Public Safety Building Bioretention and Silva Cells	243 weeks

**EXHIBIT “C”
COMPENSATION, AMENDMENT NO. 2
(AMENDED, REPLACES PREVIOUS)**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 Final Review of Public Safety Building Stormwater Design Documents	\$4,000.00
Task 2 Construction Observation of Public Safety Building Bioretention and Soil Cells	\$5,600.00
Task 2 Amendment No. 2 Construction Observation of Public Safety Building Bioretention and Soil Cells	\$9,600.00
Sub-total Basic Services	\$19,200.00
Total Basic Services	\$19,200.00
Additional Services (Not to Exceed)	\$1,000.00
Maximum Total Compensation	\$20,200.00

ADDITIONAL SERVICES

The CONSULTANT shall provide Additional Services (as defined in Section 4) only by advanced, written authorization from the CITY pursuant to a written amendment to this Agreement per Section 27.4 of this Agreement. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum

compensation, including any reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The Additional Services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Performance and payment for Additional Services is subject to all requirements and restrictions in this Agreement.