

**AMENDMENT NO. 2 TO CONTRACT NO. C21178333
BETWEEN THE CITY OF PALO ALTO AND
BLACK & VEATCH CORPORATION**

This Amendment No. 2 (this "Amendment") to Contract No. C21178333 (the "Contract" as defined below) is entered into as of June 3, 2024, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and BLACK & VEATCH CORPORATION, a Delaware Corporation, located at 2999 Oak Road, Suite 490, Walnut Creek, CA 94597 ("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 design and engineering services for the Advanced Water Purification System, as detailed therein.

B. The Parties entered in to Amendment No. 1 to update Exhibit C-1 Schedule of Rates, with no additional cost to the City, as detailed therein.

C. The Parties now wish to amend the Contract in order to (1) extend the contract term by thirty (30) months, from June 30, 2024 to December 31, 2027; (2) update Exhibit B Schedule of Performance, with no additional cost payable by the City; and (3) 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. C21178333 between CONSULTANT and CITY, dated March 8, 2021, as amended by:

Amendment No. 1, dated December 20, 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, 2027 unless terminated earlier pursuant to Section 19 of this Agreement."

Vers.: Aug. 5, 2019

SECTION 3. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "B" entitled "Schedule of Performance, Amendment No. 2", AMENDED, REPLACES PREVIOUS.
- b. Exhibit "C-2" entitled "Schedule of Rates, Amendment No. 2", ADDED.

SECTION 4. 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 5. 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

BLACK & VEATCH CORPORATION

Officer 1

By:  DocuSigned by:
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Name: Craig Lichty, Vice President, Client Director
Title: Vice President

Officer 2

By:  DocuSigned by:
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Name: Angela Hoffman, Chief Financial Officer, Vice President
Title: Senior Vice President

Attachments:

Exhibit B: "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 2" (AMENDED, REPLACES PREVIOUS)

Exhibit C-2: "SCHEDULE OF RATES, AMENDMENT NO. 2" (ADDED)

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/weeks 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 of the notice to proceed.

Milestones	Completion No. of Weeks From NTP
1. Kickoff Meeting	01
2. 100% design of Odor Control System (Task 2)	32
3. 60% design of Phase 1 AWPS (1.125 MGD) (Task 1)	43
4. 100% design of Phase 1 AWPS (1.125 MGD) (Task 1)	186
5. Services during Bidding of Odor Control System (Task 6)	209
6. Services during Bidding of Phase 1 AWPS (Task 5)	209
7. Services during Construction of Odor Control System (Task 6)	355
8. Services during Construction of Phase 1 AWPS (Task 5)	355
9. 100% design of Phase 2 AWPS (2.25 MGD) (Task 3)	355

The Parties acknowledge that this Agreement is being entered into in the context of a pandemic (known as the COVID-19 pandemic), which has the potential to cause disruptions and delays to the work beyond the Parties' reasonable control. The Parties agree that an actual delay directly required by compliance with COVID-19 governmental orders or regulations, and not due to fault or negligence of the CONSULTANT, may be considered an excusable delay (as below) in accordance with this section. CONSULTANT may be entitled to an equitable adjustment in schedule in the event such COVID-19-related delays occur, but only to the extent reasonably required based upon the circumstances, as agreed in writing by the CITY's Project Manager.

A COVID-19-related excusable delay will not be a default or a ground for termination for cause of the Agreement, provided that the CONSULTANT provides the CITY with prompt and detailed notice of the COVID-19-related delay as soon as is reasonably feasible under the circumstances and uses reasonable efforts to overcome the effects of such delay as promptly as reasonably feasible under the circumstances. Notwithstanding the above provisions of this Section, in the event of a period of nonperformance by CONSULTANT lasting more than thirty (30) days due to a COVID-19-related delay, CITY may elect to terminate this Agreement pursuant to Section 19 (Termination) herein.

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

Black & Veatch 2027 Bill Rates held through December 2027:

Black & Veatch Classification	2027 Billing Rates
Client Director, Sr. Project Manager, Sr. Quality Manager (Grade 9)	\$353.00
Project Manager, Sr. Engineer (Grade 8)	\$334.00
Project Manager, Sr. Engineer (Grade 7)	\$312.00
Engineer/Scientist (Grade 6)	\$289.00
Engineer/Scientist (Grade 5), BIM Manager (Tech 8)	\$261.00
Engineer/Scientist (Grade 4), Sr. BIM (Tech 7)	\$247.00
Engineer/Scientist (Grade 3), BIM Lead (Tech 6)	\$221.00
Engineer/Scientist (Grade 2), BIM (Tech 5)	\$184.00
Engineer/Scientist (Grade 1), BIM (Tech 4)	\$171.00
BIM/CAD (Tech 3)	\$151.00
CAD (Tech 2), Administrative Assistant	\$139.00
CAD (Tech 1), Engineering Intern	\$131.00