

**AMENDMENT NO. 1 TO CONTRACT NO. S20178516
BETWEEN THE CITY OF PALO ALTO AND
HOHBACH-LEWIN, INC.**

This Amendment No. 1 (this "Amendment") to Contract No. S20178516 (the "Contract" as defined below) is entered into as of May 22, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and HOHBACH-LEWIN, INC., a California corporation, located at 260 Sheridan Avenue, Suite 105, Palo Alto, CA 94306 ("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 hereto for the provision of providing On-Call Structural Engineering Services for various Public Art Installations ("Project"), as detailed therein.

B. The Parties now wish to amend the Contract in order to extend the contract term for three years through March 30, 2026, increase total Not-to-Exceed Compensation by Ten Thousand Dollars (\$10,000) from Fifty Thousand Dollars (\$50,000) to Sixty Thousand Dollars (\$60,000), and update the 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. S20178516 between CONSULTANT and CITY, dated April 23, 2020.
- 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 April 1, 2020 through March 30, 2026 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" ("Basic Services"), and reimbursable expenses, shall not exceed Sixty Thousand Dollars (\$60,000). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses,

Vers.: Aug. 5, 2019

within this amount. In the event Additional Services are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses shall not exceed fifty thousand Dollars (\$60,000). The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "SCHEDULE OR RATES," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean 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 at Exhibit "A".

SECTION 4. 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 "C-1" entitled "SCHEDULE OF RATES, AMENDMENT NO. 1", 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

Purchasing Manager

APPROVED AS TO FORM:

City Attorney or Designee

HOHBACH-LEWIN, INC.

Officer 1

By: _____
Name: _____
Title: _____
Douglas Hohbach
Principal

Officer 2

By: _____
Name: _____
Title: _____
Joaquim Roberts, Treasurer
Principal

Attachments:

Exhibit "C-1" entitled "SCHEDULE OF RATES, AMENDMENT NO. 1" (AMENDED, REPLACES PREVIOUS)

EXHIBIT "C-1"
SCHEDULE OF RATES, AMENDMENT NO. 1
(AMENDED, REPLACES PREVIOUS)

Standard Structural Engineering Billing Rates:

Standard Structural Engineering Billing Rates

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$250.00 - \$260.00
Associate Principal	\$235.00 - \$250.00
Senior Associate	\$190.00 - \$235.00
Associate	\$180.00 - \$190.00
Senior Structural Engineer	\$170.00 - \$180.00
Project Structural Engineer	\$160.00 - \$175.00
Project Engineer	\$140.00 - \$175.00
Design Engineer	\$110.00 - \$130.00
Staff Engineer	\$100.00 - \$110.00
Revit Technician	\$120.00 - \$135.00
Senior CAD Technician	\$120.00 - \$135.00
CAD Technician	\$100.00 - \$115.00
Engineer in Training	\$85.00
Clerical	\$80.00
Plots	\$5.00 per sheet
Automobile	\$ 0.655 per mile (federal rate)

Effective 1/13/2023

Vers.: Aug. 5, 2019