



**CITY OF PALO ALTO  
CITY COUNCIL  
Special Meeting  
Monday, February 26, 2024  
Council Chambers & Hybrid  
5:30 PM**

<b>Agenda Item</b>
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6. Approval of Amendment No. 6 to Contract No. C16163034A with Nova Partners, Inc. to Add \$766,919, Increasing the Not to Exceed Amount to \$9,647,825, for Additional Construction Management Services for the New Public Safety Building Capital Improvement Program Project (PE- 15001) and Extend the Contract Term; and Approval of Amendment No. 2 to Contract No. S20177452 with Schaaf & Wheeler Consulting Civil Engineers to Add \$9,600, Increasing the Not to Exceed Amount to \$20,200, for Additional Professional Services and Extend the Contract Term for the New Public Safety Building Capital Improvement Program project (PE- 15001); CEQA: Environmental Impact Report for the New Public Safety Building and New California Avenue Area Parking Garage (Resolution No. 9772)



## City Council Staff Report

**From: City Manager**

**Report Type: CONSENT CALENDAR**

**Lead Department: Public Works**

**Meeting Date: February 26, 2024**

Report #:2310-2130

### **TITLE**

Approval of Amendment No. 6 to Contract No. C16163034A with Nova Partners, Inc. to Add \$766,919, Increasing the Not to Exceed Amount to \$9,647,825, for Additional Construction Management Services for the New Public Safety Building Capital Improvement Program Project (PE- 15001) and Extend the Contract Term; and Approval of Amendment No. 2 to Contract No. S20177452 with Schaaf & Wheeler Consulting Civil Engineers to Add \$9,600, Increasing the Not to Exceed Amount to \$20,200, for Additional Professional Services and Extend the Contract Term for the New Public Safety Building Capital Improvement Program project (PE- 15001); CEQA: Environmental Impact Report for the New Public Safety Building and New California Avenue Area Parking Garage (Resolution No. 9772)

### **RECOMMENDATION**

Staff recommends that Council:

1. Approve and authorize the City Manager or their designee to execute Amendment No. 6 to Contract No. C16163034A with Nova Partners, Inc. to add \$766,919, increasing the not to exceed amount to \$9,647,825 and to extend the contract term through July 31, 2025, for Construction Management Services for the New Public Safety Building project (PE-15001); and
2. Approve and authorize the City Manager or their designee to execute Amendment No. 2 to Contract No. S20177452 with Schaaf & Wheeler Consulting Civil Engineers to add \$9,600, increasing the not to exceed amount to \$20,200, for additional Professional Services and extend the contract term through December 31, 2024.

### **BACKGROUND**

The New Public Safety Building (PSB) (PE-15001) is one of ten key projects included in the 2014 Council Infrastructure Plan. The PSB was identified as the plan's highest priority project, and its environmental impacts were analyzed with the 350 Sherman Avenue parking garage project for the purposes of complying with the California Environmental Quality Act (CEQA). The parking garage opened in December 2020. On February 1, 2021, Council approved the award of the

construction contract for the PSB to Swinerton Builders (Swinerton) and authorized execution and delivery of one series of Certificates of Participation (COPs) in an amount not to exceed \$120 million to finance PSB construction.<sup>1</sup>

On June 13, 2016, Council authorized a contract with Nova Partners, Inc. (Nova) for program management and construction management services for the Infrastructure Plan projects implementation.<sup>2</sup> On November 27, 2017, Amendment No. 1 to Nova's contract added construction management services for the Fire Station #3 replacement project.<sup>3</sup> On February 21, 2018, Amendment No. 2 to Nova's contract updated the hourly rate schedules for years 2018 and 2019. On December 10, 2018, Amendment No. 3 to Nova's contract added construction management, special inspection and testing for the California Avenue Parking Garage.<sup>4</sup> On February 1, 2021, Amendment No. 4 to Nova's contract added the construction management, special inspection and testing for the PSB.<sup>5</sup> On July 31, 2023, Amendment No. 5 to Nova's contract extended the time of the contract through January 2024.

## **ANALYSIS**

Staff recommends approval of Amendment No. 6 (Attachment A) to the contract with Nova Partners, Inc., which provides additional funding for four significant scopes of work, as well as a 10% replenishment in the amount of \$69,720 to address other potential construction management services and testing needs for the project.

The four significant scopes of work in Nova's contract include Construction Management Services (performed by Nova Partners Inc.), Specialty Scheduling Services (performed by Rowecon, LLC.), Special Testing & Inspection Services (performed by Consolidated Engineering Laboratories (CEL), and Photo-Documentation (performed by Multi-Vista). The extension of construction management services is instrumental to meet the project needs and projected project completion date.

Staff recommends the approval of Amendment No. 2 (Attachment B) to the contract with Schaaf and Wheeler Consulting Civil Engineers. Schaaf and Wheeler Consulting Civil Engineers

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<sup>1</sup> City Council, February 1, 2021; Agenda Item #3, SR #11752

<https://www.cityofpaloalto.org/files/assets/public/v/3/agendas-minutes-reports/reports/city-manager-reports-cmr/year-archive/2021/id-11752.pdf>

<sup>2</sup> City Council, June 13, 2016; Agenda Item #5, SR #6809

<https://www.cityofpaloalto.org/files/assets/public/v/1/agendas-minutes-reports/reports/city-manager-reports-cmr/year-archive/2016/id.-6809-program-manager-contract.pdf>

<sup>3</sup> City Council, November 27, 2017; Agenda Item #7, SR #8561

<https://www.cityofpaloalto.org/files/assets/public/v/1/agendas-minutes-reports/reports/city-manager-reports-cmr/year-archive/2017/id.-8561-fire-station-3-rebuild.pdf>

<sup>4</sup> City Council, December 10, 2018; Agenda Item #15, SR #9688

<https://www.cityofpaloalto.org/files/assets/public/v/1/agendas-minutes-reports/reports/city-manager-reports-cmr/year-archive/2018/id.-9688-350-sherman-ave-garage-construction.pdf?t=62452.05>

<sup>5</sup> City Council, February 1, 2021; Agenda Item #3, SR #11752

<https://www.cityofpaloalto.org/files/assets/public/v/3/agendas-minutes-reports/reports/city-manager-reports-cmr/year-archive/2021/id-11752.pdf>

Amendment No. 2 extends the contract term and provides additional funding for stormwater construction observation and certification services.

Although the PSB project is 95% complete as of January 2024, completion of construction of the facility is behind schedule and is expected to be completed in the second quarter of 2024, followed by furniture and equipment installation, communication testing and setup. Move-in timelines project the PSB to be fully operational in Spring 2024, subject to unforeseen construction impacts such as weather or other impacts.

#### **FISCAL/RESOURCE IMPACT**

Funding for this contract amendment is available in the Fiscal Year 2024 Adopted Capital Improvement Program budget for the New Public Safety Building project (PE-15001), and is covered by the PSB project contingency and reserves for items that cost less than expected. Approval of this amendment does not increase the overall PSB budget approved by Council when the construction contract was approved in early 2021.

#### **STAKEHOLDER ENGAGEMENT**

Public Works has coordinated with key staff from departments whose operations will be dependent upon the PSB.

#### **ENVIRONMENTAL REVIEW**

An Environmental Impact Report for the PSB and the New California Avenue Area Parking Garage was prepared and certified by Council on June 11, 2018 (ID #8967), by adoption of Resolution No. 9772.<sup>6</sup>

#### **ATTACHMENTS**

Attachment A: Nova Partners, Inc. Contract No. C16163034A Amendment No. 6

Attachment B: Schaaf & Wheeler Consulting Civil Engineers Contract No. S20177452 Amendment No. 2

#### **APPROVED BY:**

Brad Eggleston, Director Public Works/City Engineer

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<sup>6</sup> Resolution 9772, <https://www.cityofpaloalto.org/files/assets/public/v/1/city-clerk/resolutions/reso-9772.pdf?t=40475.53>

**AMENDMENT NO. 6 TO CONTRACT NO. C16163034A  
BETWEEN THE CITY OF PALO ALTO AND  
NOVA PARTNERS, INC.**

This Amendment No. 6 (this "Amendment") to Contract No. C16163034A (the "Contract" as defined below) is entered into as of February 26, 2024, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and NOVA PARTNERS, INC., a California corporation, located at 201 Moffett Blvd., Mountain View, CA 94043 ("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 Project and Program Management Services to complete the infrastructure plan for nine major projects approved by City Council in 2014 ("Project"), as detailed therein.

B. The Parties entered into Amendment No. 1 to add Construction Management (CM) services for the Fire Station 3 Replacement Project to the scope of services and to increase the compensation by Three Hundred Fifty-Nine Thousand Two Hundred Sixty-Four Dollars (\$359,264) from Four Million Two Hundred Thousand Four Hundred Seventy-One Dollars (\$4,200,471) to Four Million Five Hundred Fifty-Nine Thousand Seven Hundred Thirty-Five Dollars (\$4,559,735), as detailed therein.

C. The Parties entered into Amendment No. 2 to include the Hourly Rate Schedule for years 2018 and 2019, as detailed therein.

D. The Parties entered into Amendment No. 3 to add Construction Management (CM) services for the New California Avenue Area Parking Garage Project to the scope of services and to increase the compensation by One Million Two Hundred Forty-Nine Thousand One Hundred Ninety-Three Dollars (\$1,249,193), from Four Million Five Hundred Fifty-Nine Thousand Seven Hundred Thirty-Five Dollars (\$4,559,735) to a new not-to-exceed amount of Five Million Eight Hundred Eight Thousand Nine Hundred Twenty-Eight Dollars (\$5,808,928), as detailed therein.

E. The Parties entered into Amendment No. 4 to add Construction Management (CM) services for the New Public Safety Building Project to the scope of services and to increase the compensation by Three Million Seventy-One Thousand Nine Hundred Seventy-Eight Dollars (\$3,071,978), from Five Million Eight Hundred Eight Thousand Nine Hundred Twenty-Eight Dollars (\$5,808,928) to a new total not-to-exceed amount of Eight Million Eight Hundred Eighty Thousand Nine Hundred Six Dollars (\$8,880,906), as detailed therein.

F. In accordance with Palo Alto Municipal Code section 2.30.290, the Parties entered into Amendment No. 5 to extend the contract term for six months, through January 31, 2024 at no additional cost to the City, as detailed therein.

G. The Parties now wish to amend the Contract to extend the contract term for eighteen months through July 31, 2025 and increase compensation by Seven Hundred Sixty-Six Thousand Nine Hundred Nineteen Dollars (\$766,919) from Eight Million Eight Hundred Eighty Thousand Nine Hundred Six Dollars (\$8,880,906) to a new not-to-exceed amount of Nine Million Six Hundred Forty-Seven Thousand Eight Hundred Twenty-Five Dollars (\$9,647,825) in order to provide continued services to manage the Public Safety Building, as detailed herein.

*Vers.: Aug. 5, 2019*

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. C16163034A between CONSULTANT and CITY, dated June 13, 2016., as amended by:

Amendment No.1, dated November 27, 2017  
Amendment No.2, dated February 21, 2018  
Amendment No.3, dated December 10, 2018  
Amendment No.4, dated February 1, 2021  
Amendment No.5, dated July 31, 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 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 shall be based on the compensation structure detailed in Exhibit "C," entitled "COMPENSATION," including any reimbursable expenses specified therein, and the maximum total compensation shall not exceed **Eight Million Seven Hundred Seventy Thousand Seven Hundred Fifty Dollars (\$8,770,750)** . The hourly schedule of rates, if applicable, is set out in Exhibit "C-1," entitled "SCHEDULE OF RATES," Exhibit "C-2," entitled "SCHEDULE OF RATES, AMENDMENT NO.3," or Exhibit "C-3," entitled "SCHEDULE OF RATES, AMENDMENT NO.4," as applicable. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 4 shall be at no cost to the CITY.

☒ Optional Additional Services Provision (This provision applies only if checked and a not-to-exceed compensation amount for Additional Services is allocated below under this Section 4.)

In addition to the not-to-exceed compensation specified above, CITY has set aside the not-to-exceed compensation amount of **Eight Hundred Seventy-Seven Thousand Seventy-Five Dollars (\$877,075)** for the performance of Additional Services (as defined below). The total compensation for performance of the Services, Additional Services and any reimbursable expenses specified in Exhibit "C," shall not exceed **Nine Million Six Hundred Forty-Seven Thousand Eight Hundred Twenty-Five Dollars (\$9,647,825)**, as detailed in Exhibit "C."

"Additional Services" means 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," entitled "SCOPE OF SERVICES"; Exhibit "A-1", entitled "SCOPE OF SERVICES, AMENDMENT NO. 1"; Exhibit "A-2", entitled "SCOPE OF SERVICES, AMENDMENT NO. 3, ADDED"; and Exhibit "A-3", entitled "SCOPE OF SERVICES, AMENDMENT NO. 4, ADDED" (collectively, also referred to in this Agreement as the "Basic Services"). CITY may elect to, but is not required to, authorize Additional Services up to the maximum amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall provide Additional Services only by advanced, written authorization

*Vers.: Aug. 5, 2019*

from CITY as detailed in this Section. Additional Services, if any, shall be authorized by CITY with a Task Order assigned and authorized by CITY's Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit "A-1," entitled "PROFESSIONAL SERVICES TASK ORDER". Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for Additional Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit "C," the hourly rates set forth in Exhibit "C-1," entitled "SCHEDULE OF RATES", Exhibit "C-2," entitled "SCHEDULE OF RATES, AMENDMENT NO.3," or Exhibit "C-3," entitled "SCHEDULE OF RATES, AMENDMENT NO.4," as applicable, or a negotiated lump sum provided such a sum is less costly to the CITY.

To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY's Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation to CONSULTANT for all Task Orders authorized under this Agreement shall not exceed the amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall only be compensated for Additional Services performed under an authorized Task Order and only up to the maximum amount of compensation set forth for Additional Services in this Section 4. Performance of and payment for any Additional Services are subject to all requirements and restrictions in this Agreement."

**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 "EXHIBIT B-3 SCHEDULE OF PERFORMANCE, AMENDMENT NO. 6", AMENDED, REPLACES PREVIOUS.
- b. Exhibit "C" entitled "EXHIBIT C COMPENSATION, AMENDMENT NO. 6", AMENDED, REPLACES PREVIOUS.

**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**

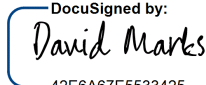
\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

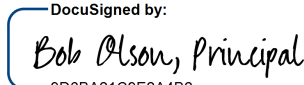
\_\_\_\_\_  
City Attorney or Designee

**NOVA PARTNERS, INC.**

**Officer 1**

By: \_\_\_\_\_  
42E6A67E5533425  
Name: David Marks  
Title: Principal

**Officer 2**

By: \_\_\_\_\_  
9D6BA21C9E2A4B2  
Name: Bob Olson, Principal  
Title: Principal

**Attachments:**

Exhibit "B" entitled "EXHIBIT B-3 SCHEDULE OF PERFORMANCE, AMENDMENT No. 6", (AMENDED, REPLACES PREVIOUS)

Exhibit "C" entitled "EXHIBIT C COMPENSATION, AMENDMENT NO. 6" (AMENDED, REPLACES PREVIOUS)



**EXHIBIT "B-3"**  
**SCHEDULE OF PERFORMANCE, AMENDMENT NO. 6**  
**(AMENDED-REPLACES PREVIOUS)**

CONSULTANT shall commence performance of Task 5.3 (Construction Management Services for the New Public Safety Building) of Exhibit "A-3", upon issuance of Notice to Proceed through the duration of the project unless earlier terminated by CITY in its sole discretion. For information purposes, Task 5.3 is expected to be performed from January 1, 2021 through July 31, 2025 and consist of a total duration of 55 months from commencement of construction; however, that timeframe may be modified by CITY as project needs require.

**EXHIBIT "C"**  
**COMPENSATION, AMENDMENT NO. 6**  
**(AMENDED, REPLACES PREVIOUS)**

The CITY agrees to compensate the CONSULTANT for 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 schedule of rates attached as Exhibit "C-1", Exhibit "C-2", and/or Exhibit "C-3," as applicable, 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 specified reimbursable expenses, and the total compensation for Additional Services, do not exceed the amounts set forth in Section 4 of this Agreement.

**REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost up to the not-to-exceed amount of: \$16,000. Expenses for which CONSULTANT shall be reimbursed are:

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$1,000 shall be approved in advance by the CITY's project manager.

(CONTINUED ON THE NEXT PAGE)

**BUDGET SCHEDULE****DESCRIPTION NOT-TO-EXCEED AMOUNT**

<b>BASIC SERVICES</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Amend 4</b>	<b>Amend 6</b>	<b>Total</b>
<b>Task 1.1: Project Management, Planning, and Coordination (Projects 1-9)</b>	\$140,898	\$140,898	\$140,898	\$0	\$0	\$422,694
<b>Task 1.2: Project Management System (Projects 1-9)</b>	\$175,000	\$100,000	\$100,000	\$0	\$0	\$375,000
<b>Task 2: Acquisition and management of project consultants (Projects 1-3)</b>	\$144,975	\$144,975	\$144,975	\$0	\$0	\$434,925
<b>Task 3: Design/Document reviews (Projects 1-3)</b>	\$206,762	\$206,762	\$206,762	\$0	\$0	\$620,286
<b>Task 4: Pre-Construction services (Projects 1-3)</b>	\$283,650	\$283,650	\$283,650	\$0	\$0	\$850,950
<b>Task 5.1: Construction Management services for Fire Station 3 Replacement</b>	\$0	\$326,604	\$0	\$0	\$0	\$326,604
<b>Task 5.2: Construction Management services for New California Avenue Area Parking Garage</b>	\$0	\$0	\$1,135,630	\$0	\$0	\$1,135,630
<b>Task 5.3: Construction Management services for New Public Safety Building</b>	\$0	\$0	\$0	\$2,792,707	\$697,199	\$3,489,906
<b>Task 6: Budget and schedule management (Projects 1-9)</b>	\$63,985	\$63,985	\$63,985	\$0	\$0	\$191,955
<b>Task 7.1: On-call services for Transportation Projects</b>	\$333,400	\$253,400	\$0	\$0	\$0	\$586,800
<b>Task 7.2: On-call services (allowance)</b>	\$100,000	\$100,000	\$100,000	\$0	\$0	\$300,000
<b>TOTAL BASIC SERVICES</b>	<b>\$1,448,670</b>	<b>\$1,620,274</b>	<b>\$2,175,900</b>	<b>\$2,792,707</b>	<b>\$697,199</b>	<b>\$8,734,750</b>
<b>REIMBURSABLE EXPENSES</b>	\$12,000	\$12,000	\$12,000	\$0	\$0	\$36,000
<b>TOTAL BASIC SERVICES AND REIMBURSABLES</b>	\$1,460,670	\$1,632,274	\$2,187,900	\$2,792,707	\$697,199	\$8,770,750
<b>ADDITIONAL SERVICES – 10% OF ABOVE</b>	\$146,067	\$163,227	\$218,790	\$279,271	\$69,720	\$877,075
<b>TOTAL NOT-TO-EXCEED AMOUNT</b>	<b>\$1,606,737</b>	<b>\$1,795,501</b>	<b>\$2,406,690</b>	<b>\$3,071,978</b>	<b>\$766,919</b>	<b>\$9,647,825</b>

**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."

*Vers.: Aug. 5, 2019*

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**

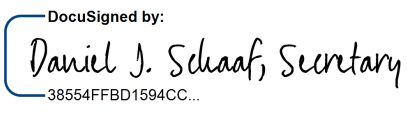
**Officer 1**

By:  DocuSigned by:  
BBF25B19F525424...

Name: Caitlin J. Tharp

Title: Vice President RCE 76810

**Officer 2**

By:  DocuSigned by:  
38554FFBD1594CC...

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”).

<b>Task</b>	<b>Description</b>	<b>Completion No. of Weeks from NTP</b>
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.

<b>BUDGET SCHEDULE</b>	<b>NOT TO EXCEED AMOUNT</b>
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
<b>Total Basic Services</b>	<b>\$19,200.00</b>
Additional Services (Not to Exceed)	\$1,000.00
<b>Maximum Total Compensation</b>	<b>\$20,200.00</b>

**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.