

**DRAFT SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT
BETWEEN CITY OF SUNNYVALE AND CAROLLO ENGINEERS, INC. FOR DESIGN
AND CONSTRUCTION SUPPORT SERVICES FOR SUNNYVALE CLEANWATER
PROGRAM EXISTING PLANT REHABILITATION DESIGN 2.1**

This Second Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a California municipal corporation ("CITY"), and CAROLLO ENGINEERS, INC., a Delaware corporation ("CONSULTANT").

WHEREAS, on August 13, 2019, CITY and CONSULTANT entered into a Consultant Services agreement whereby CONSULTANT would perform professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications consultations, engineering services during construction and other services for a project known as Sunnyvale Cleanwater Program Existing Plant Rehabilitation Design 2.1; and

WHEREAS, on September 22, 2021, CITY and CONSULTANT entered into a First Amendment to Consultant Services agreement to add design-related services in relation to the Pond Pipeline Design - Scope of Work, Exhibit "A-2", which increased the total contract value by \$946,582.00, from \$7,452,610 to \$8,399,192; and

WHEREAS, the parties desire to again increase the contract value; and

WHEREAS, the parties now agree that a Second Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

1. Section 4 is hereby amended to read as follows:

4. Payment of Fees and Expenses

Payment shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule. All compensation will be based on monthly billings as provided in Exhibit "B." 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 and actual hours completed associated with the various task descriptions 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.

In no event shall the total amount of compensation payable for services identified in Exhibit "A" exceed the amounts set forth in Exhibit "B" for each task

description, and shall not exceed the amount of Seven Million Three Hundred Fifteen Thousand Six Hundred Fifteen and No/100 Dollars (\$7,315,615.00) for the duration of the contract; and the total amount of compensation for optional services in "Exhibit A" shall not exceed One Thirty Six Thousand Nine Hundred Ninety Five Four and No/100 Dollars (\$136,995.00) for the duration of the contract.

In no event shall the total amount of compensation payable for services identified in Exhibit "A-2" exceed the amount set forth in Exhibit "B-1" for each task description, and shall not exceed the amount of One Million Seven Hundred Fifty-Eight Thousand Nine Twenty-Two and No/100 Dollars (\$1,758,922.00) unless upon written modification of this Agreement executed by both parties.

In no event shall the total amount of compensation payable under this Agreement exceed the sum of Nine Million Seventy-Four Thousand Five Hundred Thirty-Seven and No/100 Dollars (\$9,074,537.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

2. All other terms and conditions not specifically modified by this Second Amendment shall remain in full force and effect.

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

CITY OF SUNNYVALE ("CITY")

CAROLLO ENGINEERS, INC.
("CONSULTANT")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title