

**SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND ASCENT ENVIRONMENTAL, INC.
FOR PROFESSIONAL SERVICES ASSISTANCE FOR THE PREPARATION OF THE CITY
OF SUNNYVALE'S VILLAGE CENTER MASTER PLAN**

This Second Amendment to the Agreement, dated _____, is entered into by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and Ascent Environmental, Inc., a California stock corporation ("CONSULTANT").

WHEREAS, on November 1, 2021, the CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide professional services necessary for assistance for the preparation of the City of Sunnyvale's project known as the Village Center Master Plan (the "Agreement"); and

WHEREAS, on June 21, 2023, the CITY and CONSULTANT entered into a First Amendment to the Consultant Services Agreement whereby the scope of work was updated and the not-to-exceed was increased to \$344,945.00.

WHEREAS, the CITY and CONSULTANT now agree that an amendment to said Agreement is advisable to increase the maximum compensation due to anticipated additional need for services during the term of the Agreement;

NOW, THEREFORE, THE CITY AND CONSULTANT ENTER INTO THIS SECOND AMENDMENT TO THE AGREEMENT:

1. Section 2 entitled "Services by CONSULTANT" is hereby amended, in part, to read as follows:

2. Services by CONSULTANT

CONSULTANT shall provide additional services in accordance with Exhibit "A," Exhibit "A-1," and Exhibit "A-2" entitled "Scope of Work", CONSULTANT shall determine the method, details, and means of performing the services. It is understood and agreed that tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished, and work performed and completed as required in the bid documents under the sole direction and control of the CONSULTANT, and subject to approval of the City.

2. Section 4 entitled "Payment of Fees and Expenses" is hereby amended, in part, to read as follows:

4. Payment of Fees and Expenses

[Replace first paragraph of Section 4 with the following]:

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled Compensation Schedule, Exhibit "B-1", and Exhibit "B-2" entitled "Cost Proposal." All compensation will be based on monthly billings as provided in Exhibit "B" Compensation Schedule, Exhibit "B-1" and Exhibit "B-2" Cost Proposal 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 associated with the various categories 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. Compensation shall not exceed the amounts set forth in Exhibit "B", Exhibit "B-1," and Exhibit "B-2" for each phase. The amount of compensation payable under this agreement shall not exceed the sum of Four Hundred Thirty Thousand Six Hundred Twenty-Five Dollars and 00/100 Dollars (\$430,625.00) 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.

3. All other terms and conditions remain unchanged and are in effect.

IN WITNESS WHEREOF, the parties have executed this second amendment to the Agreement.

CITY OF SUNNYVALE ("CITY")

ASCENT ENVIRONMENTAL INC.
("CONSULTANT")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

Exhibit A-2

Scope of Work

This add-service supplements the budget for the Sunnyvale Village Center Master Plan project to cover additional effort related to meetings, document refinements, public review and the hearing process.

Task 9: Screencheck and Public Review Draft Master Plan (2 Drafts)

Following receipt of consolidated comments on the Draft Master Plan, Ascent will prepare a Screencheck Review Draft and Public Review Draft Master Plan, in coordination with City staff.

Task 10: Public Review Study Session and City Council Adoption Hearing

Ascent will prepare for and participate in up to two meetings, including one study session with the Planning Commission and one City Council adoption hearing. Ascent will collaborate with the City to prepare the PowerPoint presentation, attend the meetings, and deliver the key highlights of the Plan (if needed), and will be available to answer questions.

Ascent understands that the Planning Study Session will also serve as an opportunity for the public to provide feedback as part of the public review process. As part of this process, Ascent will provide draft text for associated website updates.

Task 11: Final Master Plan

Ascent will address limited final comments on the Master Plan, if needed, following the Planning Commission and City Council hearings, assuming up to 24 hours of project staff time.

Task 12: 508 Compliance

For the Public Review Draft Master Plan, and the Final Master Plan, Ascent will provide the document pdf for web posting that is 508 compliant and meets the Web Content Accessibility Guidelines 2.1 or latest version, at a minimum Level AA success criteria (WCAG 2.1 AA standards).

Task 13: Meetings and Management

This task provides for additional effort for project calls and monthly invoicing to cover a longer project duration, adding approximately 3 months to the schedule.

Contingency

This task scopes for a \$15,000 contingency to cover additional as-needed additional project support that may not be anticipated in the scope of work.

**Exhibit B-2
Cost Proposal**

Additional Tasks	Additional Budget
Task 9: Screencheck & Public Review Draft Master Plan	\$41,270
Task 10: Public Review Study Session and City Council Adoption Hearing	\$10,560
Task 11: Final Master Plan	\$4,600
Task 13: 508 Compliance (Public Review Draft and Final)	\$8,470
Task 13: Meetings and Management	\$5,780
Contingency	\$15,000
<i>Amendment #2 Total</i>	<i>\$85,680</i>

Original	\$249,945
Scope Amendment 1	\$95,000
Amendment 1 New Amount	\$344,945
Scope Amendment 2	\$85,680
Amendment 2 New Amount	\$430,625