

**FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN
CITY OF SUNNYVALE AND KIMLEY-HORN AND ASSOCIATES FOR
MARY AVENUE OVERCROSSING ENVIRONMENTAL IMPACT REPORT**

This First Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and KIMLEY-HORN AND ASSOCIATES, a California corporation. ("CONSULTANT").

WHEREAS, on October 5, 2016, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide professional services necessary for preliminary design, preparation of environmental review documents, and related services for a project known as Mary Avenue Overcrossing Environmental Impact Report; and

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

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

1. Services by CONSULTANT

[Replace the first sentence with the following]:

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work" and Exhibit "A-1" entitled "Additional Scope of Work" attached and incorporated by reference.

2. Time for Performance

[Replace the second sentence with the following]:

CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibits "A" and "A-1".

4. Compensation

[Replace the first paragraph this section with the following]:

Payments shall be made to CONSULTANT on a monthly basis based on monthly billings for work outlined in Exhibit "B" entitled "Fee Schedule" and Exhibit "B-1" entitled "Additional Fee Schedule." 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 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 Exhibits "B" and "B-1" for each phase, and shall include base services as identified in Exhibit "A" in an amount not-to-exceed Twenty Three Thousand Seven Hundred Fifty Dollars (\$623,750), for the duration of the contract, and additional services as identified in Exhibit "A-1" in an amount not-to- exceed Forty Two Thousand Eight Hundred Dollars (\$42,800), for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of Six Hundred Sixty Six Thousand Five Hundred Fifty Dollars (\$666,550), 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.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

KIMLEY-HORN AND ASSOCIATES
("CONSULTANT")

By _____
City Attorney

By _____

Name / Title

By _____

Name / Title

EXHIBIT "A-1"
Additional Scope of Work for
Mary Avenue Overcrossing Environmental Impact Report

Additional work is to increase the scope of the project to address City staff's request to reformat the EIR to address a single preferred project:

Task 9.1: EIR Reformat @ Time and Expenses, Not to Exceed \$8,780.

Kimley-Horn will reformat the Administrative Draft EIR to describe and evaluate a preferred option (selected by the City) in the body of the EIR. This includes removing the existing discussion of each of the proposed options from the individual discussion sections. Design options, other than the preferred option, will be discussed in the EIR Alternatives section. The design options in the Alternatives section will be discussed in a robust manner that exceeds CEQA requirement for an Alternatives discussion.

Task 9.2: Public Outreach @ Time and Expenses, Not to Exceed \$9,500.

Kimley-Horn will prepare for and attend public outreach meetings with stakeholder groups and community groups as identified for the City. This scope of work includes attendance at one stakeholder meeting, one community meeting, and one City Council Meeting. This scope of work includes attendance and meeting facilitation by Eileen Goodwin at the Community Outreach Meeting.

Task 9.3: Revised Notice of Preparation @ Time and Expenses, Not to Exceed \$4,520.

Kimley-Horn will prepare a revised notice of preparation to address the preferred design option identified by the City Council. This task includes preparing notices and attending a scoping meeting for the proposed project.

Task 9.4: Additional Meeting Time @ Time and Expenses, Not to Exceed \$20,000.

This task includes additional meeting time for the project as the proposed project is schedule is extended. This task includes regular biweekly conference calls, and other project meetings as needed with relevant Kimley-Horn and City staff to discuss project issues.

As a result of making this change in direction to the EIR analysis, it is anticipated the previously completed Public Outreach, Notice of Preparation, and EIR analysis will change and need to be redone.

Kimley-Horn's effort to redo this work will be \$42,800.

EXHIBIT "B-1"
Additional Fee Schedule for
Mary Avenue Overcrossing Environmental Impact Report

	Project Principal	Project Manager	Senior Design Engineer	Senior Engineer	Environ- mental Planner	Graphics	Total	Subs - Tech Reports	Total
ENVIRONMENTAL SCOPE OF WORK	\$ 285	\$ 225	\$ 240	\$ 220	\$ 115	\$ 110	Hours		Cost
Amendment #1 Scope of Work									\$ 42,800
Task 1: EIR Reformat		20		9	20		49		\$ 8,780
Task 2: Public Outreach		20					20	\$5,000	\$ 9,500
Task 3: Revised Notice of Preparation		12			12	4	28		\$ 4,520
Task 4: Additional Meeting Time	15	61	1	8			85		\$ 20,000
TOTAL HOURS	15	113	1	17	32	4	182		
*Percent of Total Labor (Hours)	8.2%	62.1%	0.5%	9.3%	17.6%	2.2%			
SUBTOTAL LABOR COSTS	\$4,275	\$25,425	\$240	\$3,740	\$3,680	\$440		\$5,000	\$ 42,800
TOTAL LABOR COSTS									\$ 42,800

