

**AMENDMENT NO. 2 TO CONTRACT NO. C15153692
BETWEEN THE CITY OF PALO ALTO AND WOODARD AND CURRAN
AS SUCCESSOR-IN-INTEREST TO RMC WATER AND ENVIRONMENT**

This Amendment No. 2 (this "Amendment") to Contract No. C15153692 (the "Contract" as defined below) is entered into as of November 9, 2020 ("Amendment No. 2 Effective Date"), by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and WOODARD & CURRAN, INC., a Maine corporation, located at 41 Hutchins Drive, Portland, ME 04102, and authorized to do business in the State of California ("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 RMC Water and Environment, the original consultant ("ORIGINAL CONSULTANT") and CITY on November 10, 2014, for the provision of Program Management Services for the Projects under the Long Range Facilities Plan of the Regional Water Quality Control Plant, as detailed therein.

B. On January 23, 2017, ORIGINAL CONSULTANT AND CONSULTANT notified CITY that their two entities had merged, with RMC Water and Environment to remain a wholly owned subsidiary of WOODARD & CURRAN, with all existing contracts of RMC Water and Environment to remain in place but in the name of WOODARD & CURRAN, the name of their combined firm. CONSULTANT has assumed the Contract assigned to it by ORIGINAL CONSULTANT, and the CITY consented to such assumption and assignment.

C. The Parties now wish to amend the Contract to acknowledge the substitution of WOODARD AND CURRAN as the successor-in-interest to RMC Water and Environment as the CONSULTANT, as has been in effect since 2017, and to extend the Term an additional 25 months from its current expiration date of November 9, 2020, to December 31, 2022.

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. C15153692 between CONSULTANT and CITY, dated November 10, 2014, as amended by:

Amendment No.1, dated November 6, 2017

- 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. Assignment and Assumption of Contract. WOODARD & CURRAN, RMC Water and Environment, and CITY acknowledge and agree that as of January 23, 2017, the Contract was assigned to and assumed by WOODARD & CURRAN as the successor-in-interest to RMC Water and Environment. WOODARD & CURRAN affirms that it has accepted and accepts the assignment and agrees to perform all of RMC Water and Environment's duties and obligations under the Contract.

SECTION 3. Section 2 "TERM" of the Contract is hereby amended to read as follows:

"The term of this Agreement is from the date of its full execution through December 31, 2022, unless terminated earlier pursuant to Section 19 of this Agreement."

SECTION 4. Hourly Rate Schedule. For the period following the Amendment No. 2 Effective Date and through the end of the Term of the Agreement, the hourly rates in Exhibit "C-3" attached hereto and incorporated herein shall apply. For this period, all references to Exhibit "C-1" in the Contract shall refer to and mean Exhibit "C-3".

SECTION 5. 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 "Schedule of Performance", AMENDED AND REPLACES PREVIOUS.
- b. Exhibit "C-3" entitled "Hourly Rate Schedule", ADDED.

SECTION 6. 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 7. 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

WOODARD AND CURRAN

City Manager or Designee

Officer 1

DocuSigned by:

By: *Alyson Watson*
Name: Alyson Watson

APPROVED AS TO FORM:

Title: President

City Attorney or designee

Officer 2 (Required for Corp. or LLC)

DocuSigned by:

By: *Bruce Nicholson*
Name: Bruce Nicholson
Title: Secretary

Attachments:

Exhibit "B" entitled "SCHEDULE OF PERFORMANCE", AMENDED, REPLACES PREVIOUS Exhibit "C-3" entitled "Hourly Rate Schedule", ADDED.

EXHIBIT “B”
SCHEDULE OF PERFORMANCE
 (AMENDED, REPLACES PREVIOUS)

CONSULTANT shall perform the Services so as to complete each milestone within the number of weeks 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 of the notice to proceed.

Milestones	Completion No. of Weeks From NTP
1. Year One Components 1, 2, & 3	52 Weeks
2. Year Two Components 1, 2, & 3	104 week
3. Year Three Components 1, 2, & 3	156 Weeks
4. Year Four Components	208 Weeks
5. Year Five Components	260 Weeks
6. Year Six Components	312 Weeks
7. Year Seven Components	364 Weeks
8. Year Eight Components	424 Weeks

