

**AMENDMENT NO. 2 TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
KLEINFELDER, INCORPORATED
FOR
FAMILY AQUATIC CENTER COMPETITION POOL (WELL REPLACEMENT)
COSL PROJECT NO. 2008.0170**

This **Amendment No. 2** (“Amendment”) is made by and between the City of San Leandro (“City”) and Kleinfelder (“Consultant”) (together sometimes referred to as the “Parties”) as of _____, 2020, and amends that certain Consulting Services Agreement (“Agreement”) dated March 15, 2019, between the Parties.

WHEREAS, City and Consultant have executed the Agreement, pursuant to which Consultant has provided certain consulting services to City with regard to Family Aquatics Center Competition Pool (Well Replacement), and

WHEREAS, the Parties desire to amend the Agreement to include unanticipated additional consulting services related to connection with existing electrical and irrigation systems, and providing a screening shelter.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 1.1 of the Agreement entitled “Term of Services” is hereby amended to extend the term from December 30, 2020, to December 30, 2021; and
2. Section 2 of the Agreement entitled “Compensation” is hereby amended to pay Consultant a sum not to exceed FORTY THREE THOUSAND EIGHT HUNDRED THIRTY EIGHT (\$43,838); and
3. Exhibit A of the Agreement entitled “Scope of Work” is hereby amended to include the following:

Amendment 1:

Consultant to make necessary design revisions to relocate the well from its current location to a new location identified by the City east of the existing tennis courts.

Amendment 2:

Consultant to make two additional site visits to collect data on the capacity, layout, and condition of the existing electrical and irrigation systems which were not available on record drawings. Consultant to revise design of the electrical and irrigation connections as necessary based on actual site conditions. Consultant to design and specify a new well shelter in lieu of salvaging the existing structure.

4. Exhibit B of the Agreement entitled "Compensation Schedule & Reimbursable Expenses" is hereby amended to read:

<u>TASK</u>	<u>BUDGET</u>
Task 1- Well Plans and Specs (Bid Documents)	\$6,814
Amendment 1	\$2,000
Subtotal	\$8,814
Task 2- MEP Plans and Specs (Bid Documents)	\$12,300
Amendment 1	\$2,200
Amendment 2	\$8,000
Subtotal:	\$22,500
Task 3- Bid Support	\$10,464
Task 4 -Project Management and Administration	\$ 2,060
TOTAL:	\$43,838

5. All other terms shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

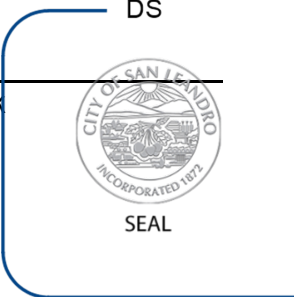
KLEINFELDER, INC

DocuSigned by:
Jeff Kay
C82A697A18A54E3...
Jeff Kay, City Manager

DocuSigned by:
Eric Hinzal
BA9052F395C9175A...
Eric J. Hinzal, Area Manager

Attest:

DocuSigned by:
Leticia I. Miguel
575DDE0EDA5642B...
Leticia I. Miguel, City Clerk



Budget Approved:

Approved as to Fiscal Authority:

DocuSigned by:
Chui Mun (Susan) Hsieh
4E9E02E4107D4DE...
Susan Hsieh, Finance Director

210-62-129-5120
Account Number

Approved as to Form:

DocuSigned by:
Richard Pio Roda
7B44590F6B5F470...
Richard D. Pio Roda, City Attorney

DocuSigned by:
Keith R Cooke
AE075096EE1743D...
Keith Cooke, Director, Engineering and Transportation