

**AMENDMENT NO. 2  
TO THE AMENDED AND RESTATED AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
ENVIRONMENTAL RISK SERVICES, INC.**

**PREAMBLE**

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Environmental Risk Services, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Amended and Restated Agreement for Services between the City of Santa Clara, California, and Environmental Risk Services, Inc." dated December 12, 2018 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated February 12, 2019, and is again amended by this Amendment No. 2. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement for the purpose of having Contractor provide environmental risk assessment support activities for the City Place Santa Clara, and the Parties now wish to amend the Original Agreement to include review of environmental documents and permits as identified on the attached Pre-construction schedule, and tasks required by provisions of the WDRs.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AMENDMENT TERMS AND CONDITIONS**

- A. That Section 6 of the Original Agreement, entitled "COMPENSATION AND PAYMENT" is hereby amended to read as follows:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled

“SCHEDULE OF FEES.” The maximum compensation of this Agreement is Six Hundred Fifty Thousand Dollars (\$650,000.00), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor’s expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 2, the provisions of this Amendment No. 1 shall control.

## **2. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**ENVIRONMENTAL RISK SERVICES, INC.**  
a California corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Mark O'Brien

Title: CEO

Principal Place of  
Business Address: P.O. Box 1209, Alamo, CA 94507

Email Address: mobrien@erscorp.us

Telephone: (925) 878-3771

“CONTRACTOR

**EXHIBIT B**  
**SCHEDULE OF FEES**

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

**TIME AND MATERIALS RATE SHEET**  
**Calendar Year 2019**

<b>Personnel</b>	<b>Rates</b>
Principal Risk Program Manager	\$265 / hour
Senior Engineer	\$270 / hour
Senior Scientist	\$235 / hour
Lead Engineer (incl. GIS / CAD)	\$195 / hour
Lead Scientist	\$170 / hour
Project Engineer	\$180 / hour
Project Scientist	\$170 / hour
Staff Engineer	\$130 / hour
Staff Scientist	\$105 / hour
Junior Engineer	\$100 / hour
Junior Scientist	\$90 / hour
Technical Editor	\$85 / hour
Field Technician	\$80 / hour
Project Assistant	\$70 / hour
Administrator	\$60 / hour
<b>Expenses</b>	<b>Rates</b>
Office supplies, computers, telephones	No charge
Routine copies	10c/page
Plotter copies	\$10/page
Project specific support materials and services	Cost plus 10%

Subcontractors and equipment vendors	Cost plus 15%
Equipment rental from ERS	Varies per item/time
Report Preparation Materials	\$50 / binder
Field Support Vehicles/Sampling Trucks	\$185 / day
Deposition and testimony rate = 1.5 times regular rate	