

**AMENDMENT NO. 2 TO CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
NBS  
FOR  
NEPTUNE DRIVE SHORELINE FLOOD IMPROVEMENTS**

This **Amendment No. 2** ("Amendment") is made by and between the City of San Leandro ("City") and NBS ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2021, and amends that certain Consulting Services Agreement ("Agreement") dated February 21, 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 Neptune Drive Flood Improvements, and

**WHEREAS**, the Parties desire to amend the Agreement to add to the scope, increase compensation and extend the expiration date.

**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 June 30, 2020, to June 30, 2023; and

2. Section 2 of the Agreement entitled "Compensation" is hereby amended to pay Consultant a sum not to exceed \$104,700; and

3. Exhibit A of the Agreement entitled "Scope of Services" is hereby amended to read:  
Add the following subtasks:

**Task 20 – Alternate Approach Modeling**

Model new rates for an Alternative Approach to fund both the Neptune Drive Shoreline Flood Protection Project and to fulfill a \$2.7M Funding Gap in Alameda County Flood Control District's Estudillo Canal Improvements Project. Update assessor data and other real property information needed and validate data accuracy. Provide guidance with preparation of estimates and provide input on district formation costs. Prepare assessment diagrams and maps. Prepare benefit analysis, method of apportionment, and other assessment engineering elements for the Engineer's Report. Prepare Preliminary Engineer's Report for the proposed assessment district with proportion of benefit derived by each parcel, and total cost assigned to each parcel in accordance with applicable assessment law.

**Task 21 – Additional Public Engagement**

Continue to deploy content to a dedicated City webpage and social media. Provide additional district formation intent and options of the Alternate Approach. Provide a comparison of alternate approach rates compared to the original rates. Host a virtual community meeting to go over the project's status, discuss federal grant applications, timelines and potential outcomes, and changes in the new Alternate

Approach. Develop an online /mailed survey to gather information about the Alternate Approach from residents to determine their support level. Develop action items based on community feedback. Create a flyer detailing the public engagement process, and the final approach supported by the community; and

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

Add the following summary:

		Not to Exceed Amount
Original Contract Amount		\$ 77,200
Amendment 1		\$ 5,000
Amendment 2		\$ 22,500
Total		\$104,700

; and

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

NBS

\_\_\_\_\_  
Frances Robustelli, Interim City Manager

\_\_\_\_\_  
Michael Rentner, Principal and CEO

Attest:

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

Budget Approved:

Approved as to Fiscal Authority:

\_\_\_\_\_  
Susan Hsieh, Finance Director

210-28-200-5120  
Account Number

Approved as to Form:

\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

\_\_\_\_\_  
Keith Cooke, P.E. Director  
Engineering and Transportation Department