



3

**TO: HONORABLE CITY COUNCIL**

**FROM: BRAD EGGLESTON, DIRECTOR OF PUBLIC WORKS**

**DATE: 2/4/2019**

**SUBJECT: AGENDA ITEM NUMBER 3- APPROVAL OF AMENDMENT NUMBER 2 TO CONTRACT NUMBER S16163051 WITH GRASSROOTS ECOLOGY TO INCREASE THE CONTRACT BY \$13,440 FOR A TOTAL AMOUNT NOT-TO-EXCEED \$26,400, TO INCREASE SERVICES AND EXTEND THE TERM FOR SAN FRANCISQUITO CREEK PUMP STATION RIPARIAN MITIGATION MAINTENANCE AND MONITORING**

The incorrect existing Agreement was included in this Staff Report. Find the correct Agreement with Grassroots Ecology attached.

DocuSigned by:  
*Brad Eggleston*  
DF8505A6373A4DF...

Brad Eggleston  
Director of Public Works

DocuSigned by:  
*Ed Shikada*  
F2DCA19CCC8D4F9...

Ed Shikada  
City Manager

**AMENDMENT NO. 2 TO CONTRACT NO. S16163051  
BETWEEN THE CITY OF PALO ALTO  
AND GRASSROOTS ECOLOGY**

This Amendment No. 2 (this "Amendment") to contract no. S16163051 ("Contract" as defined below) is entered into as of December 30, 2018 by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and GRASSROOTS ECOLOGY, a non-profit organization, located at 3921 East Bayshore Road, Palo Alto, CA 94303 ("CONTRACTOR"). CITY and CONTRACTOR are also referred to herein collectively as the "Parties."

**RECITALS**

A. The Contract (as defined below) was entered into between the Parties on April 5, 2016, for services to assist the City in maintaining the mitigation plantings along the San Francisquito Creek downstream of Chaucer Street, as detailed therein.

B. The Parties now wish to amend the Contract to increase the compensation by Thirteen Thousand Four Hundred forty dollars (\$13,440), from Twelve Thousand Nine Hundred Sixty Dollars (\$12,960) to a new not to exceed amount of Twenty Six Thousand Four hundred Dollars (\$26,400), for purposes of expanding the scope of services to include the tasks detailed in Exhibit "A-1" added here, and extending the term by an additional three years through December 31, 2021, as detailed in this Amendment.

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. S16163051 between CONTRACTOR and CITY as amended by:  
Amendment No. 1, dated August 1, 2018
- b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

**SECTION 2.** Section 1, "SERVICES", of the Contract is hereby amended to read as follows:

"CONTRACTOR shall perform the services (the "Services") described in the Scope of Services, attached at Exhibit A and at Exhibit A-1."

SECTION 3. Section 3, "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, 2021 inclusive, subject to the provisions of Sections Q and V of the General Terms and Conditions."

SECTION 4. Section 4, "SCHEDULE OF PERFORMANCE", of the Contract is hereby amended to read as follows:

"CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B and Exhibit B-1. Time is of the essence in this Agreement."

SECTION 5. Section 5, "COMPENSATION FOR ORIGINAL TERM", of the Contract is hereby amended to read as follows:

"City shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of Twenty Six Thousand Four Hundred dollars (\$26,400).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY."

SECTION 6. The following exhibit(s) to the Contract are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which are incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A-1" entitled "SCOPE OF SERVICES, AMENDMENT NO.2" – ADDED.
- b. Exhibit "B-1" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO.2" – ADDED.
- c. Exhibit "C" entitled "COMPENSATION, AMENDMENT NO.2" – AMENDED, REPLACES PREVIOUS. Exhibit "C" entitled "SCHEDULE OF FEES" is amended and replaced in its entirety by Exhibit "C" entitled "COMPENSATION, AMENDMENT NO.2". All references to Exhibit "C" in the Contract shall be

replaced with and refer to Exhibit "C", COMPENSATION, AMENDMENT NO.  
2

**SECTION 7. Legal Effect.** Except as herein modified, all other provisions of the Contract, including any exhibits, shall remain in full force and effect.

**SECTION 8. Incorporation of Recitals.** The recitals set forth above are terms of this Amendment and are hereby fully incorporated herein by this reference.

**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**

City Manager

APPROVED AS TO FORM:

City Attorney or designee  
(Contract over \$25k)

**GRASSROOTS ECOLOGY**

DocuSigned by:  
By:   
C6E8938775134AE...  
Name: Alexandra von Feldt

Title: Executive Director

**Attachments:**

|                |                                                           |
|----------------|-----------------------------------------------------------|
| EXHIBIT "A-1": | SCOPE OF SERVICES, AMENDMENT NO.2 – ADDED                 |
| EXHIBIT "B-1": | SCHEDULE OF PERFORMANCE, AMENDMENT NO.2 – ADDED           |
| EXHIBIT "C":   | COMPENSATION, AMENDMENT NO.2 – AMENDED, REPLACES PREVIOUS |

**EXHIBIT “A-1”  
SCOPE OF SERVICES, AMENDMENT NO.2  
(ADDED)**

CONTRACTOR (Grassroots Ecology) shall perform the tasks 1 through 3 along the off-site mitigation area, located adjacent to San Francisquito Creek and between Chaucer Street and Marlowe Street, during fiscal years: partial FY19 (07/01/18 – 06/30/19), FY20 (07/01/19-06/30/20), FY21 (07/01/20 – 06/30/21), and partial FY22 (07/01/21 – 12/31/21).

Tasks below will be completed yearly, according to the schedule provided in Exhibit B-1.

**Task 1: Irrigation**

Grassroots Ecology will manually water the mitigation plantings up to 10 times per year, as needed based on weather conditions. It is anticipated that watering frequency will be decreased by fiscal year 21 (07/01/20 – 06/30/21) as plantings become more established. The City of Palo Alto will ensure that an irrigation source is available at the site.

**Task 2: Maintenance**

Perform miscellaneous maintenance tasks up to 4 times over the year (or approximately 40 hours total per year). Tasks may include maintaining tree caging/protection, weeding, adding mulch or soil amendments, and other tasks that may be required per the recommendations of the biological consultant monitoring the site. Work may be conducted in partnership with volunteers as part of Grassroots Ecology community stewardship programs.

**Task 3: Reporting**

Provide semi-annual written report of tasks completed to City of Palo Alto (2 reports per year).

**EXHIBIT “B-1”  
SCHEDULE OF PERFORMANCE, AMENDMENT NO. 2  
(ADDED)**

CONTRACTOR shall perform the Services detailed in Exhibit A-1 according to the following schedule:

1. Irrigation: Irrigation of mitigation plantings shall be conducted up to ten (10) times over the course of each calendar year, as needed based on weather conditions. Irrigation frequency is expected to be decreased by fiscal year 21, as plantings become more established.
2. Mitigation Planting Maintenance: Mitigation planting shall be conducted four (4) times over the course of each calendar year (approximately 40 hours per calendar year).
3. Reporting: Reports describing mitigation planting maintenance performed by Grassroots Ecology shall be submitted to the City on a semi-annual basis (twice yearly).

**EXHIBIT “C”  
COMPENSATION, AMENDMENT NO. 2  
(AMENDED- REPLACES PREVIOUS)**

CONTRACTOR shall perform the tasks as described and budgeted below. CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for the Services including reimbursable expenses, does not exceed the amounts set forth in Sections 5 and 6 of the Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

|                            |                                                                        |
|----------------------------|------------------------------------------------------------------------|
| <b>DESCRIPTION OF TASK</b> | <b>NOT TO EXCEED COMPENSATION<br/>PER TASK INCLUDING REIMBURSABLES</b> |
|----------------------------|------------------------------------------------------------------------|

**Exhibit “A” Tasks** (FY2016 (partial), FY2017, FY 2018, FY 2019 (partial)):

|                    |         |
|--------------------|---------|
| Task 1: Irrigation | \$5,400 |
|--------------------|---------|

|                     |         |
|---------------------|---------|
| Task 2: Maintenance | \$6,900 |
|---------------------|---------|

|                   |       |
|-------------------|-------|
| Task 3: Reporting | \$540 |
|-------------------|-------|

**Breakdown of Exhibit “A” Costs by Type:**

|                                          | Labor (hrs.) | Labor Cost | Direct Costs |
|------------------------------------------|--------------|------------|--------------|
| Task 1: Irrigation (20x/year)            | 120          | \$5,400    |              |
| Task 2: Maintenance (4x/year)            | 120          | \$5,400    | \$1,500      |
| Task 3: Reporting                        | 12           | \$540      |              |
| Subtotal Labor & Direct Costs:           |              |            | \$12,840     |
| Mileage*                                 |              |            | \$120        |
| Subtotal Labor, Direct Costs & Mileage*: |              |            | \$12,960     |

**\*Reimbursable Expenses**

**Exhibit “A” Breakdown of Costs by Fiscal Year:**

FY2016 (1/1/16 – 6/30/16) = \$2,160 (partial fiscal year)

FY2017 (7/1/16 – 6/30/17) = \$4,320

FY2018 (7/1/17 – 6/30/18) = \$4,320

FY2019 (7/1/18 – 12/31/18) = \$2,160 (partial fiscal year)

Subtotal = \$12,960

*(Exhibit “C” is continued on the next page.)*

**DESCRIPTION OF TASK****NOT TO EXCEED COMPENSATION  
PER TASK INCLUDING REIMBURSABLES****Exhibit "A-1" Tasks (Amendment No.2):****Breakdown of Exhibit "A-1" Costs by Task and Fiscal Year:**

Task 1a: Irrigation \$6,000

FY2019 (1/1/19 - 6/30/19) = \$1,000

FY2020 (7/1/19 - 6/30/20) = \$2,000

FY2021 (7/1/20- 6/30/21) = \$2,000

FY2022 (7/1/21-12/31/21) = \$1,000

Task 2a: Maintenance \$6,000

FY2019 (1/1/19 - 6/30/19) = \$1,000

FY2020 (7/1/19 - 6/30/20) = \$2,000

FY2021 (7/1/20- 6/30/21) = \$2,000

FY2022 (7/1/21-12/31/21) = \$1,000

Task 3a: Reporting \$660

FY2019 (1/1/19 - 6/30/19) = \$110

FY2020 (7/1/19 - 6/30/20) = \$220

FY2021 (7/1/20- 6/30/21) = \$220

FY2022 (7/1/21-12/31/21) = \$110

Subtotal Exhibit "A-1" Costs by Task: \$12,660

Supplies and Mileage\*: 780

Subtotal Exhibit "A-1" Tasks plus Supplies & Mileage\*: \$13,440

**Breakdown of Exhibit "A-1" Costs by Type:**

|                        | <i>Labor (hrs.)</i> | <i>Labor Cost</i> | <i>Direct Costs</i> |
|------------------------|---------------------|-------------------|---------------------|
| Task 1: Irrigation     | 120                 | \$6,000           |                     |
| Task 2: Maintenance    | 120                 | \$6,000           |                     |
| Task 3: Reporting      | 12                  | \$660             |                     |
| Supplies and Mileage*  |                     |                   | \$780               |
| <i>Subtotal</i>        |                     | <i>\$12,660</i>   | <i>\$780</i>        |
| <i>Total: \$13,440</i> |                     |                   |                     |

\*Reimbursable Expenses

*(Exhibit "C" is continued on the next page.)*

**Exhibits "A" and "A-1":**

Exhibit "A" Basic Services: \$12,840

Exhibit "A-1" Basic Services: \$12,660

***Sub-total Basic Services*** ***\$25,500***

***Reimbursable Expenses:***

*(Exhibit "A")* *\$120*

*(Exhibit "A-1")* *\$780*

***Subtotal Reimbursable Expenses*** ***\$900***

***Maximum Total Compensation*** ***\$26,400***

*(End of Exhibit "C".)*

## Certificate Of Completion

|                                                                  |                                   |
|------------------------------------------------------------------|-----------------------------------|
| Envelope Id: 4A61CFAA966A4EFB8832B2C597951DEB                    | Status: Completed                 |
| Subject: Please DocuSign: S16163051- Amdt 2-GrassRoots Final.pdf |                                   |
| Source Envelope:                                                 |                                   |
| Document Pages: 8                                                | Signatures: 1                     |
| Certificate Pages: 2                                             | Initials: 0                       |
| AutoNav: Enabled                                                 | Envelope Originator:              |
| Envelopeld Stamping: Enabled                                     | Cecilia Magana                    |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)                | 250 Hamilton Ave                  |
|                                                                  | Palo Alto , CA 94301              |
|                                                                  | cecilia.magana@cityofpaloalto.org |
|                                                                  | IP Address: 12.220.157.20         |

## Record Tracking

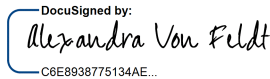
|                                      |                                   |                    |
|--------------------------------------|-----------------------------------|--------------------|
| Status: Original                     | Holder: Cecilia Magana            | Location: DocuSign |
| 1/8/2019 6:08:41 PM                  | cecilia.magana@cityofpaloalto.org |                    |
| Security Appliance Status: Connected | Pool: City of Palo Alto           |                    |
| Storage Appliance Status: Connected  | Pool: City of Palo Alto           | Location: DocuSign |

## Signer Events

Alexandra Von Feldt  
alex@grassrootsecology.org  
Executive Director

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
C6E8938775134AE...

Signature Adoption: Pre-selected Style  
Using IP Address: 173.164.135.53

## Timestamp

Sent: 1/8/2019 6:12:43 PM  
Viewed: 1/8/2019 6:32:57 PM  
Signed: 1/9/2019 3:41:37 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

michel Jeremias  
Michel.Jeremias@CityofPaloAlto.org  
Senior Engineer  
City of Palo Alto

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 1/9/2019 3:41:38 PM

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

|                     |                  |                     |
|---------------------|------------------|---------------------|
| Envelope Sent       | Hashed/Encrypted | 1/9/2019 3:41:38 PM |
| Certified Delivered | Security Checked | 1/9/2019 3:41:38 PM |
| Signing Complete    | Security Checked | 1/9/2019 3:41:38 PM |
| Completed           | Security Checked | 1/9/2019 3:41:38 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

## Certificate Of Completion

Envelope Id: 5672D0B385DF46A989792FDB07DBD733

Status: Completed

Subject: Please DocuSign: At Place Memo #9811.doc, S16163051 - Grassroots Ecology.pdf

Source Envelope:

Document Pages: 11

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Vanessa Silva

AutoNav: Enabled

250 Hamilton Ave

Envelopeld Stamping: Enabled

Palo Alto , CA 94301

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Vanessa.Silva@CityofPaloAlto.org

IP Address: 12.220.157.20

## Record Tracking

Status: Original

Holder: Vanessa Silva

Location: DocuSign

2/1/2019 2:55:15 PM

Vanessa.Silva@CityofPaloAlto.org

Security Appliance Status: Connected

Pool: City of Palo Alto

Storage Appliance Status: Connected

Pool: City of Palo Alto

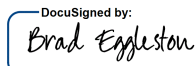
Location: DocuSign

## Signer Events

### Signature

### Timestamp

Brad Eggleston

DocuSigned by:  
  
DF8505A6373A4DF...

Sent: 2/1/2019 2:59:49 PM

Brad.Eggleston@CityofPaloAlto.org

Viewed: 2/1/2019 3:03:48 PM

Assistant Director Public Works

Signed: 2/1/2019 3:04:07 PM

City of Palo Alto

Signature Adoption: Pre-selected Style

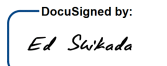
Security Level: Email, Account Authentication  
(None)

Using IP Address: 12.220.157.20

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ed Shikada

DocuSigned by:  
  
F2DCA19CCC8D4F9...

Sent: 2/1/2019 3:04:10 PM

Ed.Shikada@CityofPaloAlto.org

Viewed: 2/1/2019 9:18:36 PM

City Manager

Signed: 2/1/2019 9:21:25 PM

City of Palo Alto

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 24.23.214.110

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

Michel Jeremias

**COPIED**

Sent: 2/1/2019 9:21:26 PM

Michel.Jeremias@CityofPaloAlto.org

Senior Engineer

City of Palo Alto

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

|                     |                  |                     |
|---------------------|------------------|---------------------|
| Envelope Sent       | Hashed/Encrypted | 2/1/2019 9:21:26 PM |
| Certified Delivered | Security Checked | 2/1/2019 9:21:26 PM |
| Signing Complete    | Security Checked | 2/1/2019 9:21:26 PM |
| Completed           | Security Checked | 2/1/2019 9:21:26 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|