

**AMENDMENT NO. 3 TO CONTRACT NO. C19170648
BETWEEN THE CITY OF PALO ALTO AND
SALAS O'BRIEN ENGINEERS, INC.**

This Amendment No. 3 (this "Amendment") to Contract No. C19170648 (the "Contract" as defined below) is entered into as of January 30, 2024, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and SALAS O'BRIEN ENGINEERS, INC., a California corporation, located at 305 South 11th Street, San Jose, CA 95112 ("CONSULTANT"). CITY and CONSULTANT are referred to collectively as the "Parties" in this Amendment.

RECITALS

A. The Contract was entered into by and between the Parties hereto for the provision of design and engineering services for the replacement of the 12kV electrical distribution network at the Regional Water Quality Control Plant (RWQCP) (the "Project"), as detailed therein.

B. The Parties previously amended the Contract (Amendment No. 1) to: expand the scope of services to include additional, unanticipated engineering services related to the City's Sea Level Rise Policy among other factors; increase compensation by One Hundred Forty-Two Thousand Nine Hundred Thirty-Nine Dollars (\$142,939) from Two Hundred Sixty-Seven Thousand Eight Hundred Seventy-Two Dollars (\$267,872) to a Not to Exceed amount of Four Hundred Ten Thousand Eight Hundred Eleven Dollars (\$410,811); and extend the contract term through December 31, 2022, as detailed therein.

C. The Parties entered into Amendment No. 2 to expand the scope of services; to increase compensation by One Hundred Forty-Nine Thousand Five Hundred Eighty-Six Dollars (\$149,586) from Four Hundred Ten Thousand Eight Hundred Eleven Dollars (\$410,811) to a new Not to Exceed amount of Five Hundred Sixty Thousand Three Hundred Ninety-Seven Dollars (\$560,397); extend the contract term through February 29, 2024, and to correct a clerical error to CONTRACTOR's name in the Contract and Amendment No. 1, as detailed therein.

D. Due to construction delays, the Parties now wish to amend the Contract to extend the contract term by six months, through August 29, 2024, for the completion of services during construction, without any additional compensation payable by the City, as detailed herein.

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. C19170648 between CONSULTANT and CITY, dated October 1, 2018, as amended by:

Vers.: Aug. 5, 2019

Amendment No.1, dated May 11, 2020
Amendment No. 2, dated November 15, 2021

- 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. Section 2 “TERM” of the Contract is hereby amended to read as follows:

“The term of this Agreement shall be from the date of its full execution through August 29, 2024, unless terminated earlier pursuant to Section 19 (Termination) of this Agreement.”

SECTION 3. 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 hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit “B” entitled “SCHEDULE OF PERFORMANCE, AMENDMENT NO. 3”, AMENDED, REPLACES PREVIOUS.

SECTION 4. 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 5. 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

DocuSigned by:
Ed Shikada
F2DCA19GCG8D4F9...

City Manager or Designee

APPROVED AS TO FORM:
DocuSigned by:
Aylin Bilir
D0E86E7C83E64AD

City Attorney or Designee

SALAS O'BRIEN ENGINEERS, INC.

Officer 1
DocuSigned by:
Jeffry Gosal
5144408A8E0F471...
By: _____
Name: Jeffry Gosal
Title: Principal

Officer 2
DocuSigned by:
Jeffry Gosal
5144408A8E0F471...
By: _____
Name: Jeffry Gosal
Title: Principal

Attachments:

Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 3" (AMENDED, REPLACES PREVIOUS)

EXHIBIT "B"
SCHEDULE OF PERFORMANCE AMENDMENT NO. 3
(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 in Weeks Following issuance of NTP (10/25/2018)
1. Preliminary Design (30% Design)	(Complete)
2. Detailed Design	(Complete)
3. Services during Bidding	(Complete)
4. Services during Construction	305
5. Active Harmonic Filter Assessment and Design	(Complete)