

**AMENDMENT NO. 4 TO CONTRACT NO. S20176170
BETWEEN THE CITY OF PALO ALTO AND
ROMIG ENGINEERS, INC.**

This Amendment No. 4 (this "Amendment") to Contract No. S20176170 (the "Contract" as defined below) is entered into as of June 10, 2024, by and between the **CITY OF PALO ALTO**, a California chartered municipal corporation ("CITY"), and **ROMIG ENGINEERS, INC.**, a California corporation, DIR Registration #1000056882, located at 1390 El Camino Real, 2nd Floor, San Carlos, CA 94070 ("CONSULTANT"). CITY and CONSULTANT are referred to collectively herein as the "Parties".

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of professional geotechnical services for a new Public Safety Building (PSB), as detailed therein.

B. The Parties entered into Amendment No. 1 to update the Schedule of Rates Exhibit C-1, as detailed therein.

C. The Parties entered into Amendment No. 2 to extend the contract term for six (6) months through May 18, 2023, at no additional cost payable by the City, as detailed therein.

D. The Parties entered into Amendment No. 3 to extend the contract term for eleven (11) months through April 30, 2024, at no additional cost payable by the City, as detailed herein.

E. The Parties now wish to amend the Contract in order to retroactively extend the contract term for five (5) months through September 30, 2024, update the Scope of Services and increase the compensation by twenty-one thousand seven hundred eighty-six dollars (\$21,786) from one hundred nine thousand six hundred ninety-two dollars (\$109,692) to a new total not-to-exceed compensation amount of one hundred thirty-one thousand four hundred seventy-eight dollars (\$131,478), 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. S20176170 between CONSULTANT and CITY, dated November 8, 2019, as amended by:

Amendment No. 1, dated November 2, 2021

Amendment No. 2, dated November 9, 2022

Vers.: Aug. 5, 2019

Amendment No. 3, dated May 8, 2023

- 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. **Term.** Section 2 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 completion of the services in accordance with the Schedule of Performance attached at Exhibit “B,” but in no event later than September 30, 2024, unless terminated earlier pursuant to Section 19 of this Agreement.”

SECTION 3. Section 4 “NOT TO EXCEED COMPENSATION” of the Contract is hereby amended to read as follows:

“The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (also referred to herein as the “Basic Services”), and any reimbursable expenses specified in Exhibit “C”, shall not exceed Twenty-Two Thousand Four Hundred Forty-Eight Dollars (\$22,448) for contract year 1 (from full execution through October 23, 2020) and Ninety-One Thousand One Hundred Eighty-Two Dollars (\$91,182) for contract year 2 and contract year 3 combined (October 24, 2020 through September 30, 2024), for a total not to exceed amount for Basic Services and any specified reimbursable expenses of One Hundred Thirteen Thousand Six Hundred Thirty Dollars (\$113,630) for all three contract years plus contract time extensions. CONSULTANT agrees to complete all Basic Services, including and specified reimbursable expenses, within this amount. In the event Additional Services (defined below in this Section) are authorized, the total compensation for Additional Services and Optional Additional Services (defined in Exhibit “C”) shall not exceed Two Thousand Two Hundred Forty-Four Dollars (\$2,244) for contract year 1 (defined above in this Section) and Fifteen Thousand Six Hundred and Four Dollars (\$15,604) for contract year 2 and contract year 3 (defined above in this Section) combined, for a not to exceed amount for Additional Services and Optional Additional Services of Seventeen Thousand Eight Hundred Forty-Eight Dollars (\$17,848) for all three contract years. The total compensation for Basic Services, any reimbursable expenses specified in Exhibit “C”, Additional Services and Optional Additional Services shall not exceed (\$24,692) for contract year 1 and One Hundred Six Thousand Seven Hundred Eighty-Six Dollars (\$106,786) for contract year 2 and contract year 3 combined, for a total not to exceed amount of One Hundred Thirty One Thousand Four Hundred Seventy-Eight Dollars (\$131,478) for all three contract years plus contract time extensions. The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services and Optional Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services or Optional Additional Services performed without the

Vers.: Aug. 5, 2019

prior written authorization of CITY. "Additional Services" shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A". "Optional Additional Services" is defined in Exhibit "C".

SECTION 4. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A" entitled "SCOPE OF SERVICES, AMENDMENT NO. 4", AMENDED, REPLACES PREVIOUS.
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 4", AMENDED, REPLACES PREVIOUS.
- c. Exhibit "C" entitled "COMPENSATION, AMENDMENT NO. 4", AMENDED, REPLACES PREVIOUS.

SECTION 5. 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 6. 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

ROMIG ENGINEERS, INC.

City Manager

Officer 1

By:  DocuSigned by:
6CDC20A9D2C34A5

Name: Lucas Ottoboni, Chief Executive Officer

Title: President

APPROVED AS TO FORM:

City Attorney or Designee

Officer 2

By:  DocuSigned by:
F425911D40124A5...

Name: Coleman Ng, Chief Financial Officer

Title: Principal Engineer

Attachments:

- Exhibit "A": "SCOPE OF SERVICES, AMENDMENT NO. 4," AMENDED, REPLACES PREVIOUS
- Exhibit "B": "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 4," AMENDED, REPLACES PREVIOUS
- Exhibit "C": "COMPENSATION, AMENDMENT NO. 4," AMENDED, REPLACES PREVIOUS

EXHIBIT "A"
SCOPE OF SERVICES, AMENDMENT NO. 4
AMENDED, REPLACES PREVIOUS

Romig Engineers, Inc. (CONSULTANT) scope of services for supplemental exploration and testing of City of Palo Alto Parking Lot C-6, preconstruction services, and construction services for the Public Safety Building, consists of the following Basic Services:

1) SUPPLEMENTAL SUBSURFACE EXPLORATION AND TESTING

- a. Prepare and submit a proposed supplemental subsurface exploration plan to the City for their review and approval. The locations of cone penetration tests (CPTs) shall be proposed by Consultant subject to approval by the City. Locations should correspond with the proposed cut-off wall location. Care should be taken to avoid trees, underground utilities, and other site features. The approved exploration plan will help the City and Nova Partners notify the public regarding the subsurface exploration schedule and access restrictions to the parking lot during performance of the work.
- b. Prepare and submit a drilling application and permit fees to the Santa Clara Valley Water District at least 10 days prior to subsurface exploration.
- c. Mark the approved boring and CPT locations on-site and notify Underground Service Alert of our intent to perform subsurface exploration.
- d. Perform subsurface exploration consisting of six CPT probes to a depth of about 70 feet, or until refusal conditions are encountered, whichever occurs at a shallower depth. The CPTs will be backfilled with grout and capped with concrete or asphalt concrete cold patch. The estimated cost must be based on prevailing wage rates. Note: 72 hours notification must be provided prior to closing parking spaces. The City of Palo Alto will provide signs that Consultant must post at each stall. Consultant will be responsible for posting the 72 hour notification, and barricading off the portions of the parking lot.
- e. Preparation of a brief report presenting the results of the supplemental subsurface exploration and laboratory testing described above. Any significant differences between the original geotechnical report and subsurface conditions discovered by the supplemental exploration will be identified in this report. Data from the CPT probes will be shared electronically with the City and Nova Partners.
- f. Report must be submitted by six weeks after Notice to Proceed. Include one meeting to present/discuss findings with Nova Partners, City of Palo Alto and Design Consultants.

2) PRECONSTRUCTION SERVICES

- a. Review 60% Construction Documents. Summarize comments in a letter. Assume at least 1 meeting to review Geotechnical comments. Estimated timeframe November 2019.
- b. Review 90% Permit Set. Summarize comments in a letter. Assume at least 1 meeting to review Geotechnical comments. Estimated Timeframe January 2020.
- c. Respond to any bidder requests for information (RFIs) related to geotechnical questions about the PSB.

3) CONSTRUCTION GEOTECHNICAL SERVICES

- a. It is anticipated the following tasks will be required during the Construction Administration phase of the project:
 - i. Review Design-build shoring plans; summarize results in letter
 - ii. Observe construction of cut-off wall. Assume 20 visits, 4 hours per visit.
 - iii. Observe installation of soldier beams in cut-off wall. Assume 8 visits, 4 hours per visit.
 - iv. Review and respond to RFIs from Contractor. Assume 10 RFIs.
 - v. Observe installation and grouting of tie-backs. Assume 20 visits, 4 hours per visit.
 - vi. Witness load-testing of tie-backs. Assume 10 load tests.
 - vii. Review contractor installation and load-testing records
 1. Prepare summary letter regarding tie-back installation and load-testing
 - viii. Observe and test lower-level mat subgrade. Assume 4 visits, 4 hours per visit.
 - ix. Observe and test miscellaneous structural fill and backfill. Assume 6 visits, 4 hours per visit.
 - x. Observe and test utility trench backfill. Assume 12 visits, 4 hours per visit.
 - xi. Observe and test foundation subgrade for at-grade improvements. Assume 6 visits. 4 hours per visit.

xii. Observe and test subgrade and AB for on-site and off-site pavements. Assume 10 visits. 4 hours per visit.

xiii. Miscellaneous consultation requested by City and/or project team. Assume 20 hours.

xiv. Prepare construction observation summary letter at completion.

4) EXTENDED CONSTRUCTION GEOTECHNICAL SERVICES

a. It is anticipated the following remaining tasks will be required during the Construction Administration phase of the project, estimated 19 visits:

i. Observe and test subgrade at areas to receive deep plug.

ii. Observe and test subgrade and aggregate base at Jacaranda east.

iii. Observe and test subgrade and aggregate base at Jacaranda west.

iv. Observe and test subgrade and aggregate base at Jacaranda bulb out curve

v. Observe and test aggregate base at FO 473 sidewalk

vi. Observe and test aggregate base at ASI 88 sidewalk

vii. Retest compaction around curb/gutter and sidewalk per FO 443.

viii. Six (6) additional visits for non-compliant/unexpected items.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE, AMENDMENT NO. 4,
AMENDED, REPLACES PREVIOUS

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/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 ("NTP") from the CITY.

	Milestones	Completion No. of Weeks from NTP
1	Supplemental Exploration, Testing, and Report	6 weeks
2	Preconstruction Services	44 weeks
3	Construction Geotechnical Services	254 weeks

EXHIBIT "C"
COMPENSATION, AMENDMENT NO. 4
AMENDED, REPLACES PREVIOUS

The CITY agrees to compensate the CONSULTANT for Services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as Exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The 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 Basic Services, including any specified reimbursable expenses, and the total compensation for Additional Services and Optional Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1: Supplemental Exploration and Testing	
Prep/Coordination Exploration Plan	\$774
Permitting and Permit Fees	\$1,200
Mark CPTs/Install Signage and Barricades	\$2,304
Subsurface Exploration (6 CPTs)	\$7,400
Prepare Supplemental Report	\$4,000
Post Report Meeting/Discussion	\$820
Subtotal Not to Exceed for Task 1	\$16,498
Task 2: Preconstruction Services	
Review 60% Construction Documents	\$2,100
Review 90% Permit Set	\$2,100
Respond to Bidding RFIs	\$1,750
Subtotal Not to Exceed for Task 2	\$5,950
Subtotal Task 1 and 2 Basic Services	\$22,448
Additional Services (per Section 4 of this Agreement) for Task 1 and Task 2 (Not to Exceed)	\$2,244
Subtotal Task 1 and Task 2 Basic Services & Additional Services Not To Exceed	\$24,692

Task 3: Construction Geotechnical Services	
Review Shoring Plans	\$1,230
Observe Cut-off Wall	\$12,720
Observe Soldier Beams	\$5,088
Review and Respond to RFIs	\$1,750
Observe Tie-back Grouting	\$12,720
Tie-back Load Testing	\$4,770
Tie-back Summary Letter	\$1,050
Observe Mat Subgrade	\$2,544
Test Fill and Backfill	\$3,816
Test Trench and Backfill	\$7,632
Observe Foundation Excavation	\$3,816
Pavement Subgrade and AB	\$6,360
Miscellaneous Consultation	\$4,100
Construction Summary Letter	\$1,050
Subtotal Task 3 Basic Services	\$68,646
Reimbursable Expenses for Task 3	\$750
Subtotal Not to Exceed for Task 3 Basic Services and Reimbursable Expenses	\$69,396
Optional Additional Services shall mean:	
Additional Services (per Section 4 of this Agreement)	\$6,864
Miscellaneous Consultation/Senior Project Engineer	\$2,100
Miscellaneous Consultation/Principal Engineer	\$1,640
Site Specific Response Analysis (Post Software Update)	\$5,000
Subtotal Optional Additional Services	\$15,604
Subtotal for Task 3 Basic Services & Optional Additional Services Not to Exceed	\$85,000
Task 4: Extended Construction Geotechnical Services	
Subtotal Task 4 Extended Services	\$21,786
Maximum Total Compensation Not To Exceed	\$131,478

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$200 shall be approved in advance by the CITY's project manager. CONSULTANT shall be reimbursed for specified expenses up to an amount not to exceed Seven Hundred Fifty Dollars (\$750).

ADDITIONAL SERVICES AND OPTIONAL ADDITIONAL SERVICES

The CONSULTANT shall provide Additional Services (defined in Section 4 of this Agreement) and Optional Additional Services only by advanced, written authorization from the CITY. If any Additional Services or Optional Additional Services are contemplated, the CONSULTANT, at the CITY's Project Manager's request, shall submit a detailed written proposal including a proposed description of the scope of services, schedule, and maximum compensation, including any reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The proposed Additional Services or Optional Additional Services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of such services. Performance of any payment for Additional Services and Optional Additional Services is subject to all requirements and restrictions in this Agreement