

**AMENDMENT NO. 3 TO CONTRACT NO. S20176170
BETWEEN THE CITY OF PALO ALTO AND
ROMIG ENGINEERS, INC.**

This Amendment No. 3 (this "Amendment") to Contract No. S20176170 (the "Contract" as defined below) is entered into as of May 8, 2023, 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 to the City, as detailed therein.

D. The Parties now wish to amend the Contract in order to extend the contract term for eleven (11) months through April 30, 2024, at no additional cost to 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. 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

- 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

Vers.: Aug. 5, 2019

the services in accordance with the Schedule of Performance attached at Exhibit "B" entitled SCHEDULE OF PERFORMANCE, AMENDMENT NO. 3, AMENDED, REPLACES PREVIOUS , but in no event later than April 30, 2024, unless terminated earlier pursuant to Section 19 of this Agreement."

SECTION 3. 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 "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

City Purchasing Manager

APPROVED AS TO FORM:

City Attorney or Designee

ROMIG ENGINEERS, INC.

Officer 1

DocuSigned by:
Glenn Romig, President
C5A957C687EB47B...
By: _____
Glenn Romig, President
Name: _____
President
Title: _____

Officer 2

DocuSigned by:
Elisabeth Romig, Secretary
55920B1EBFAE423...
By: _____
Elisabeth Romig, Secretary
Name: _____
Secretary
Title: _____

Attachments:

Exhibit "B": 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 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	232 weeks