

**AMENDMENT NO. 2 TO CONTRACT NO. C19170648
BETWEEN THE CITY OF PALO ALTO AND
SALAS O'BRIEN ENGINEERS, INC.**

This Amendment No. 2 (this "Amendment") to Contract No. C19170648 (the "Contract" as defined below) is entered into as of November 15, 2021, 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 now wish to amend the Contract in order to expand the scope of services to include additional, unanticipated engineering services related to coordinating plans with subsequently approved capital improvement projects at the Regional Water Quality Control Plant (RWQCP); 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 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:

Amendment No.1, dated May 11, 2020

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- 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 February 29, 2024, unless terminated earlier pursuant to Section 19 (Termination) 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 shall be based on the compensation structure detailed in Exhibit C, entitled “COMPENSATION,” including any reimbursable expenses specified therein, and the maximum total compensation shall not exceed **Five Hundred Forty Thousand One Hundred Twenty Dollars (\$540,120.00)**. The hourly schedule of rates, if applicable, is set out in Exhibit C-1, entitled “SCHEDULE OF RATES.” Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 4 shall be at no cost to the CITY.

Optional Additional Services Provision (This provision applies only if checked and a not-to-exceed compensation amount for Additional Services is allocated below under this Section 4.)

In addition to the not-to-exceed compensation specified above, CITY has set aside the not-to-exceed compensation amount of **Twenty Thousand Two Hundred Seventy-Seven Dollars (\$20,277)** for the performance of Additional Services (as defined below). The total compensation for performance of the Services, Additional Services and any reimbursable expenses specified in Exhibit C, shall not exceed **Five Hundred Sixty Thousand Three Hundred Ninety-Seven Dollars (\$560,397.00)**, as detailed in Exhibit C.

“Additional Services” means 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. CITY may elect to, but is not required to, authorize Additional Services up to the maximum amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall provide Additional Services only by advanced, written authorization from CITY as detailed in this Section. Additional Services, if any, shall be authorized by CITY with a Task Order assigned and authorized by CITY’s Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit A-1, entitled “PROFESSIONAL SERVICES TASK ORDER”. Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for Additional Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

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To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY's Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation to CONSULTANT for all Task Orders authorized under this Agreement shall not exceed the amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall only be compensated for Additional Services performed under an authorized Task Order and only up to the maximum amount of compensation set forth for Additional Services in this Section 4. Performance of and payment for any Additional Services are subject to all requirements and restrictions in this Agreement."

SECTION 4. The parties understand and agree that the CONTRACTOR's legal name is "Salas O'Brien Engineers, Inc." and that "Inc." was mistakenly omitted in CONTRACTOR's name as stated in the Contract and Amendment No. 1 due to clerical error, and the parties hereby amend the Contract and Amendment No. 1 as follows: Wherever in the Contract the CONTRACTOR's name appears as "Salas O'Brien Engineers", for each such instance, the CONTRACTOR's name is hereby deleted and replaced to read "Salas O'Brien Engineers, Inc."

SECTION 5. 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 "A" entitled ""SCOPE OF SERVICES, AMENDMENT NO. 2", AMENDED, REPLACES PREVIOUS.
- b. Exhibit "A-1" entitled "PROFESSIONAL SERVICES TASK ORDER", ADDED.
- c. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 2", AMENDED, REPLACES PREVIOUS.
- d. Exhibit "C" entitled "COMPENSATION, AMENDMENT NO. 2", AMENDED, REPLACES PREVIOUS.
- e. Exhibit "C-1" entitled "HOURLY RATE SCHEDULE, AMENDMENT NO. 2", AMENDED, REPLACES PREVIOUS.

SECTION 6. 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 7. 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.

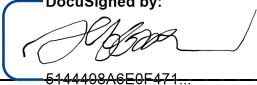
CITY OF PALO ALTO

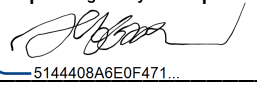
City Manager or Designee

APPROVED AS TO FORM:

City Attorney or Designee

SALAS O'BRIEN ENGINEERS, INC.

Officer 1
By: 
DocuSigned by:
6144408A6E0F471...
Name: Jeffrey Gosal
Title: Principal

Officer 2 (Required for Corp. or LLC)
By: 
DocuSigned by:
5144408A6E0F471...
Name: Jeffrey Gosal
Title: Principal

Attachments:

- Exhibit "A" entitled "SCOPE OF SERVICES, AMENDMENT NO. 2" (AMENDED, REPLACES PREVIOUS)
- Exhibit "A-1" entitled "PROFESSIONAL SERVICES TASK ORDER", ADDED
- Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 2" (AMENDED, REPLACES PREVIOUS)
- Exhibit "C" entitled "COMPENSATION AMENDMENT NO. 2" (AMENDED, REPLACES PREVIOUS)
- Exhibit "C-1" entitled "HOURLY RATE SCHEDULE, AMENDMENT NO. 2" (AMENDED, REPLACES PREVIOUS)

EXHIBIT "A"
SCOPE OF SERVICES - AMENDMENT NO. 2
(AMENDED, REPLACES PREVIOUS)

This section describes the nature and scope of engineering and design services to be provided for the completion of the Project for the RWQCP engineering and design of the 12kV distribution network.

The main features of scope of design and engineering services for electrical improvements shall include, but not be limited to, the following:

1. Replacement of five (5) each, 15kV rated pad-mounted switches.
2. Replacement of load center #3 and #4 (consider replacement in the same location or potential new location) and load center #7.
3. Review of other load centers to identify if replacements are required.
4. Review of 15kV primary to 480V secondary distribution transformers to identify if replacements are required.
5. Replacement of all 15kV rated cable.
6. Replacement of cable terminations, splicing, and grounding equipment as required.
7. Addition of active harmonic filters at Load Centers.
8. Implementation of arc energy reduction methods to meet NEC 240.87.
9. Coordinate meetings approved comments from, the City of Palo Alto Utilities Department (CPAU).
10. Meet or exceed the City's Sea Level Rise Adaptation Policy, approved by the City Council on March 18, 2019, including all necessary structural engineering to raise critical infrastructure above flood levels with sea-level rise estimates. CONSULTANT shall coordinate with CITY on exact elevations.
11. A Power System Study to include all new infrastructure, including LC3, LC4, and LC7.

This scope of services shall be used as a basis for the deliverables required for the project.

- As part of Task 1, CONSULTANT shall prepare and submit for review and approval, a preliminary design, including single line and detailed drawings at 30% completion.
- As part of Task 2, CONSULTANT shall prepare and submit for review and approval, drawings and schematics at 60% completion and the final technical bid documents.
- As part of Task 3, CONSULTANT shall provide bid period services.
- As part of Task 4, CONSULTANT shall provide engineering services during construction.
- As part of Task 5, CONSULTANT shall include the design of new harmonic filters into Tasks 1-4 as described above.

Task 1 – Preliminary Design (30% Design)

Pre-design activities will include the following:

- a. Kickoff meeting with RWQCP and CPAU staff to define project requirements and to discuss equipment replacement options
- b. Review record drawings and project technical documents

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- c. Conduct field inspections of the 12kV distribution network. These field inspections will include inspections of the distribution cabling, pad-mounted switches, capacitor bank(s), load centers, transformers and all related 12kV electrical equipment.
- d. Prepare draft and final preliminary design reports that includes the following content as a minimum:
 - i. Results of all field inspections, including estimates of quantities, types, and costs of replacing electrical equipment (preliminary cost estimate)
 - ii. Evaluation of options to replace associated electrical equipment (load centers, transformers, etc.)
 - iii. Recommendations for other electrical improvements
 - iv. Preliminary (30% design level) drawings and technical documentation
 - v. Preliminary (30% design level) list of specifications.
 - vi. Sequencing of equipment replacement, outages, and other temporary work- arounds needed to keep the plant operational during construction.
 - vii. Prioritization and timing of equipment replacement
- e. Conduct a review meeting with RWQCP and CPAU upon the submittal of the draft preliminary design report.
- f. Conduct short-circuit, protective device coordination and arc flash hazard analysis
- g. Prepare a short-circuit, protective device coordination and arc flash hazard analysis report that includes the following:
 - i. Executive Summary including Introduction and Results/Recommendations
 - ii. Short-Circuit Methodology Analysis Results and Recommendations
 - iii. Short-Circuit Device Evaluation Table
 - iv. Protective Device Coordination Methodology Analysis Results and Recommendations
 - v. Protective Device Settings Table
 - vi. Time-Current Coordination Graphs and Recommendations
 - vii. Arc Flash Hazard Methodology Analysis Results and Recommendations including the details of the incident energy and flash protection boundary calculations, along with Arc Flash boundary distances, working distances, Incident Energy levels and Personal Protection Equipment levels.
 - viii. One-line system diagram that shall be computer generated and will clearly identify individual equipment buses, bus numbers used in the short-circuit analysis, cable and bus connections between the equipment, calculated maximum short-circuit current at each bus location, device numbers used in the time-current coordination analysis, and other information pertinent to the computer analysis.
- h. Develop electrical system model with SKM or ETAP or EasyPower.
- i. CONSULTANT to determine the extent to which power system harmonics are affecting the electrical system in the RWQCP through analysis of data that is being recorded by various existing power quality instruments

Task 2 – Detailed Design

- a. CONSULTANT shall provide engineering services to prepare a final design and to produce a complete package of single line and layout drawings, detailed drawings, biddable plans, technical specifications, and other contract documents as required based on the design concepts and criteria developed with the preliminary design. CONSULTANT shall consider future designs and current construction efforts in their engineering design.
- b. The design shall be based on consultation with RWQCP and CPAU staff and the Preliminary Design Report, and shall result in detailed requirements for project construction. The design shall sequence construction such that plant operations are maintained on a continuous basis. A construction sequence shall be established in sufficient detail which meets the RWQCP's ability to continuously meet the needs of the plant and its customers. RWQCP shut downs shall be kept to a minimum or not permitted.
- c. Electrical Design – The electrical design shall include the determination of power requirements for electrical equipment including; transformer sizing, load center sizing, pad-mounted switch sizing, and all cable and conduit sizing required. Design for new load centers shall also include layout and modifications or additions. Existing conditions shall be field verified during the Preliminary Design (Task 1).
- d. CONSULTANT shall conduct design review meetings upon submission of deliverables as described below.
- e. CONSULTANT shall assist RWQCP in preparation of construction bid package. RWQCP will issue the bid package via Planet Bids.
- f. CONSULTANT shall assist RWQCP in preparing documents for the staff level review of the project by CITY's Planning Department. The documents shall at the least include drawings, renderings and brief project description.
- g. CONSULTANT shall create Revit model to illustrate the conduit routing for clash detection, interproject equipment coordination and avoidance of newly proposed facilities, undefined at the project's initial scoping.
 - i. The model shall include multiple elevations, sections, and perspective views of Load Centers LC 3 and LC4 area and CPAU Cabinet, both to provide details to the other major CIP project designers and contractors and for the future 12kV Loop Rehabilitation project contractor.
 - ii. Consolidate Plant's original construction, previous CIPs, CIPs currently being designed and updates from the Secondary Treatment Upgrade (STU) project into the 3D model.
- h. CONSULTANT shall coordinate with another on-going project(s).
 - i. Review STU and Primary Sedimentation Tanks Rehabilitation (PST) project drawings for compatibility with the 12kV Loop Rehabilitation Project. Allow up to four (4) coordination reviews meetings specific to electrical work at the Plant.
 - ii. Modify the 12kV Loop Rehabilitation project equipment to accommodate STU's temporary and permanent power needs such as for temporary

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blower skids during STU construction and remove and replace a medium voltage vault in the 12kV Loop Rehabilitation Project as the existing vault's position will conflict with the STU's standby power/new generator design.

- iii. Revise design drawings to accommodate the STU project's construction and operation clearances, related to SLR Policy, for the blower room louvers and new standby power generator. Redesign to include relocation of stairways into the planned platform for LC3 and LC4. Endeavor to reduce the size of the platform and shifting the equipment and its infrastructure to provide clearances as requested for the STU project. Work includes all engineering discipline services required to meet STU project defined clearances.
- i. Prepare Additional (interim) design packages
 - i. Provide interim design to the City and other consultants that align with STU project milestones to facilitate a complete STU project review.
- j. Additional Project Management and Administrative Services
 - i. Provide Project Management and Administration services needed for the increased scope of work and associated time.

Task 3 – Services during Bidding

- a. CONSULTANT shall respond to the request for clarification and/or information from prospective bidders.
- b. CONSULTANT shall assist RWQCP with preparation of Project addenda and furnish the originals required for said addenda.
- c. CONSULTANT shall attend and assist RWQCP at the pre-bid conference and the walk through.

Task 4 – Services during Construction

- a. CONSULTANT shall review submittals from the contractor for conformance with the Contract Documents. CONSULTANT shall review and return the submittal comments to the City within fourteen calendar days.
- b. CONSULTANT shall prepare written response to the Request for Information (RFI) submitted by the contractor. CONSULTANT shall review, comment and return the RFI responses within seven calendar days.
- c. CONSULTANT shall review and validate the Contract Change Order requests submitted by the Contractor for accuracy and correctness, as requested by the City.
- d. As requested, CONSULTANT shall attend periodic Project Progress Meetings with the Contractor. Please allow for one meeting per month, at the minimum, during the construction phase.
- e. CONSULTANT shall provide the technical support to the City during start up and commissioning of the new equipment including; pad mounted switches, transformers, load centers etc. CONSULTANT shall work with Contractor and equipment

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manufacturer's representatives, as requested by the City.

- f. CONSULTANT shall assist the City in monitoring, documenting, and/or validating any testing required by the permitting agencies.
- g. CONSULTANT shall review the "as-built" or "red-line" drawings and documents maintained by the Contractor during construction. Upon construction completion, CONSULTANT shall prepare record drawings. The record drawings shall consist of annotated contract drawings and electronic files showing changes in design and construction.

Task 5 – Active Harmonic Filter Assessment and Design

CONSULTANT to determine the extent to which power system harmonics are affecting the electrical system in the RWQCP through analysis of data that is being recorded by various existing power quality instruments as part of Task 1. If CONSULTANT finds through its analysis of this data that harmonics are not impairing the operation of or cause damage to RWQCP equipment, this task of an extensive harmonics study shall be deleted from the Scope of Services.

If CONSULTANT finds through its analysis of this data that such as study is needed, it will utilize the services of a 3rd party vendor which will specify filters that will reduce harmonics in the RWQCP electrical system to levels specified in IEEE Standard 519.

IV. DELIVERABLES

Task 1 – Preliminary Design (30% Design)

- a. Draft Preliminary Design Report with Recommendations (including 30% Design drawings and list of Specifications) – 4 hard copy sets, 1 electronic set (in pdf format), and 1 electronic set (in MS Word)
- b. Final Preliminary Design Report with Recommendations (including 30% Design drawings and list of Specifications) – 4 hard copy sets, 1 electronic set (in pdf format), and 1 electronic set (in MS Word)
- c. Preliminary Cost Estimate – 1 hard copy set and 1 electronic set (in pdf format)
- d. Responses to City Comments
- e. Preliminary Design Workshop agenda, handouts, and meeting notes.
- f. Short-Circuit, Protective Device Coordination and Arc Flash Hazard Analysis Report (i.e. Power System Study)
 - Electrical system model and TM documenting basis of model.
 - The Study will incorporate either actual data when available and assumptions when data isn't available for existing equipment
 - The Study will incorporate detailed information from the CONSULTANT for all new/proposed equipment.
 - The City will purchase, if necessary, software for the model provided.

Task 2 – Detailed Design

a. 60% Design

60% Design Documents including half size drawings and specifications – 4 hard copy sets, 1 electronic set (in pdf format), and 1 electronic set (in MS Word format for specifications only). Specifications shall follow the CSI 2016 MasterFormat.

- 60% Cost Estimate – 1 hard copy set and 1 electronic set (in pdf format)
- 60% Construction Schedule - 1 hard copy set and 1 electronic set (in pdf format)
- Responses to City Comments
- 60% Design Workshop agenda, handouts, and meeting notes.

b. Interim Design

Interim Design Documents including half size drawings – 3 hard copy sets, 1 electronic set (in pdf format).

- Responses to City Comments
- Interim Design Workshops, agenda, handouts, and meeting notes.

c. Final Design

Final Design Documents including:

- Final specifications – 2 hard copies, 1 electronic copy in PDF format, and 1 electronic copy in MS Word format
- Final design calculations stamped by registered engineer – 2 hard copies, 1 electronic copy in PDF format
- Final drawings – 2 hard copies, 1 electronic copy in PDF format
- Final Cost Estimate – 1 hard copy and 1 electronic copy in PDF format
- Final Construction Schedule - 1 hard copy and 1 electronic copy in PDF format
- Expanded coordination with CPAU and CITY shall be documented in agendas and meeting minutes, prepared by the Consultant and submitted to the CITY.
- Incorporate Sea Level Adaptation Policy design guidelines and expanded Power Study data into the Final Design Documents.

d. Bid Documents

Bid Documents (Technical) including:

- Bid Specifications – 2 hard copies, 1 electronic copy in PDF format, and 1 electronic copy in MS Word format
- Bid Drawings – 2 hard copies, 1 electronic copy in PDF format

Task 3 – Services during Bidding

- Respond to Requests for Clarification
- Prepare Addenda, if required
- Conformed Design Documents including:
 - Conformed specifications – 2 hard copies, 1 electronic copy in PDF format, and electronic copy in MS Word format

- Conformed drawings – 2 hard copies, 1 electronic copy in PDF format, and 1 electronic copy in AutoCAD format

Task 4 – Services during Construction

- Submittal review comments
- RFI responses
- Contract change order review comments, as needed
- Record Drawings – 1 digital copy in PDF format and 1 copy in AutoCAD format

Task 5 – Active Harmonic Filter Assessment and Design

- Specifications for the Filter
- Installation drawings
- Assistance in commissioning and start up

Assumptions

RWQCP has standard front-end specifications that will be used for this project. Consultant shall review front-end specifications and provide project specific comments for RWQCP consideration.

EXHIBIT "A-1"
PROFESSIONAL SERVICES TASK ORDER

CONSULTANT shall perform the Services detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into this Task Order by this reference. CONSULTANT shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.
OR PURCHASE ORDER REQUISITION NO. (AS APPLICABLE)

- 1A. MASTER AGREEMENT NO. (MAY BE SAME AS CONTRACT / P.O. NO. ABOVE):
- 1B. TASK ORDER NO.:
- 2. CONSULTANT NAME:
- 3. PERIOD OF PERFORMANCE: START: _____ COMPLETION: _____
- 4. TOTAL TASK ORDER PRICE: \$ _____
BALANCE REMAINING IN MASTER AGREEMENT/CONTRACT \$ _____
- 5. BUDGET CODE _____
COST CENTER _____
COST ELEMENT _____
WBS/CIP _____
PHASE _____
- 6. CITY PROJECT MANAGER'S NAME & DEPARTMENT: _____
- 7. DESCRIPTION OF SCOPE OF SERVICES (Attachment A)
MUST INCLUDE:
 - SERVICES AND DELIVERABLES TO BE PROVIDED
 - SCHEDULE OF PERFORMANCE
 - MAXIMUM COMPENSATION AMOUNT AND RATE SCHEDULE (as applicable)
 - REIMBURSABLE EXPENSES, if any (with "not to exceed" amount)
- 8. ATTACHMENTS: A: Task Order Scope of Services B (if any): _____

I hereby authorize the performance of the work described in this Task Order.

I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.

APPROVED:
CITY OF PALO ALTO

APPROVED:
COMPANY NAME: _____

BY: _____

BY: _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT "B"
SCHEDULE OF PERFORMANCE AMENDMENT NO. 2
(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	175
3. Services during Bidding	203
4. Services during Construction	279
5. Active Harmonic Filter Assessment and Design	(Complete)

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

The CITY agrees to compensate the CONSULTANT for professional 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 reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 (Preliminary Design)	\$65,360
Task 2 (Detailed Design)	\$380,188
Task 3 (Services during Bidding)	\$6,020
Task 4 (Services during Construction)	\$73,675
Task 5 (Active Harmonic Filter Assessment, Design)	\$14,877
Sub-total Basic Services	\$540,120
Reimbursable Expenses	\$0
Total Basic Services and Reimbursable expenses	\$540,120
Additional Services (per Section 4) (Not to Exceed)	\$20,277
Maximum Total Compensation	\$560,397

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: None.

EXHIBIT "C-1"
HOURLY RATE SCHEDULE, AMENDMENT NO. 2
(AMENDED, REPLACES PREVIOUS)

CITY OF PALO ALTO - T&M CHARGE RATES*

LABOR CATEGORY	RATES 2019-2022
Principal	\$240
Senior Architect	\$235
Vice President/Director	\$220
Architect/Professional Engineer/Telecom Engineer	\$180
Design Engineer/Project Engineer	\$170
Construction Project Manager	\$175
Design Manager/Program Manager/Drafting Manager (CADD)	\$155
Program Specialist/ Coordinator/Drafter (CAD)	\$125
Program/Project Assistant	\$90
Court Testimony/Deposition	\$510
Senior Consultant	\$295
Senior Telecommunications Consultant	\$290
Energy Consultant	\$200
Instruction/Seminar/Training	\$205

Reimbursable Expenses: N/A

2023 T&M CHARGE RATES

LABOR CATEGORY	RATES 2023
Principal	\$270
Senior Architect/Sr. Vice President	\$260
Vice President/Associate Vice President/Director/Associate/ Sr. Project Manager	\$240
Architect/Professional Engineer/Telecom Engineer/Sr. Structural Engineer	\$200
Design Engineer/Project Engineer	\$190
Construction Project Manager	\$195
Design Manager/Program Manager/Drafting Manager (CADD)	\$175
Staff Engineer	\$160
Program Specialist/ Coordinator/Drafter (CAD)/Field Technician	\$ 145
Program/Project Assistant	\$ 110
Court Testimony/Deposition	\$ 570
Senior Consultant	\$335
Senior Telecommunications Consultant	\$330
Energy Consultant	\$220
Instruction/Seminar/Training	\$225
Moisture Surveys	Special Quote

2024 T&M CHARGE RATES

LABOR CATEGORY	RATES 2024
Principal	\$280
Senior Architect/Sr. Vice President	\$270
Vice President/Associate Vice President/Director/Associate/ Sr. Project Manager	\$245
Architect/Professional Engineer/Telecom Engineer/Sr. Structural Engineer	\$205
Design Engineer/Project Engineer	\$195
Construction Project Manager	\$200
Design Manager/Program Manager/Drafting Manager (CADD)	\$180
Staff Engineer	\$165
Program Specialist/ Coordinator/Drafter (CAD)/Field Technician	\$150
Program/Project Assistant	\$115
Court Testimony/Deposition	\$585
Senior Consultant	\$ 345
Senior Telecommunications Consultant	\$340
Energy Consultant	\$225
Instruction/Seminar/Training	\$230
Moisture Surveys	Special Quote

Certificate Of Completion

Envelope Id: 40B714191F7F46B2BD39EC894CC98FB0	Status: Completed
Subject: Please DocuSign: C19170648_Salas O'Brien_Amendment No. 2	
Source Envelope:	
Document Pages: 17	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	O'Brien, Nanette
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	Nanette.OBrien@CityofPaloAlto.org
	IP Address: 199.33.32.254

Record Tracking

Status: Original	Holder: O'Brien, Nanette	Location: DocuSign
11/2/2021 1:26:07 PM	Nanette.OBrien@CityofPaloAlto.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Jeffrey Gosal
 Jeffrey.Gosal@salasobrien.com
 Principal
 Salas O'Brien
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 5144408A8E0F471...
 Signature Adoption: Drawn on Device
 Using IP Address: 174.194.199.147
 Signed using mobile

Timestamp

Sent: 11/3/2021 3:32:16 PM
 Viewed: 11/4/2021 9:00:02 AM
 Signed: 11/4/2021 9:02:05 AM

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

Padmakar Chaobal
 Padmakar.Chaobal@CityofPaloAlto.org
 Senior Engineer
 City of Palo Alto
 Security Level: Email, Account Authentication (None)

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Sent: 11/3/2021 3:32:16 PM
 Viewed: 11/3/2021 3:40:18 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	11/3/2021 3:32:16 PM
Certified Delivered	Security Checked	11/4/2021 9:00:02 AM
Signing Complete	Security Checked	11/4/2021 9:02:05 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	11/4/2021 9:02:05 AM
Payment Events	Status	Timestamps