

**AMENDMENT NO. 5 TO CONTRACT NO. C20176363  
BETWEEN THE CITY OF PALO ALTO AND MAGELLAN ADVISORS LLC.**

This Amendment No. 5 (this “Amendment”) to Contract No. C20176363 (the “Contract” as defined below) is entered into as of June 17, 2024, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **MAGELLAN ADVISORS LLC.**, a Florida limited liability company, located at 450 Alton Road 1402, Miami, FL 33139 (“CONSULTANT”). CITY and CONSULTANT are referred to collectively as the “Parties” in this Amendment.

**RECITALS**

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of consulting services for a multi-phase fiber optic network expansion plan including design of a Fiber to the Premises (FTTP) build-out, as detailed therein.

B. The Parties now wish to amend the Contract in order to increase the compensation by \$1,122,121 from \$5,685,291 to \$6,807,412 for permitting, make ready engineering, and technical support specified in the updated Exhibit “A” Scope of Services, to incorporate additional design and technical services needed for the FTTP Pilot Project due to coordination and alignment with the City’s Grid Modernization upgrades.

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. C20176363 between CONSULTANT and CITY, dated June 1, 2020, as amended by:

Amendment No.1, dated October 5, 2020

Amendment No.2, dated May 18, 2021

Amendment No.3, dated October 1, 2022

Amendment No. 4, dated April 3, 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.** Section 4. “NOT TO EXCEED COMPENSATION” of the Contract is hereby amended to read as follows:

**SECTION 4. NOT TO EXCEED COMPENSATION.** 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

*Vers.: Aug. 5, 2019*

reimbursable expenses specified therein, and the maximum total compensation shall not exceed **Six Million Eight Hundred Seven Thousand Four Hundred Twelve Dollars (\$6,807,412)**. 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.)

Included within the not-to-exceed compensation specified above, CITY has set aside the not-to-exceed compensation amount of **Five Hundred Twelve Thousand Two Hundred Ninety-Nine Dollars (\$512,299)** 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 **Six Million Eight Hundred Seven Thousand Four Hundred Twelve Dollars (\$6,807,412)**, 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.

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 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 "A" entitled "SCOPE OF SERVICES, Amendment 5", ADDED.
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, Amendment 5", ADDED.
- c. Exhibit "C" entitled "COMPENSATION, Amendment 5", ADDED.

**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 Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or designee

**MAGELLAN ADVISORS LLC.**

DocuSigned by:  
By: Dave Klimas  
C03CB4D7F92C4E4...  
Name: Dave Klimas  
Title: Chief Operating Officer

DocuSigned by:  
By: Courtney Violette  
9AC1AA9C89F44BF...  
Name: Courtney Violette  
Title: SVP/Chief Management officer

**Attachments:**

EXHIBIT "A": SCOPE OF SERVICES, Amendment 5 (ADDED)  
EXHIBIT "B": SCHEDULE OF PERFORMANCE, Amendment 5 (ADDED)  
EXHIBIT "C": COMPENSATION, Amendment 5 (ADDED)

**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**AMENDMENT NO. 5 (ADDED)**

**Additional Task 5 Services: Expanded Permitting**

**Deliverables will include:**

- High level civil engineering style permit documents required by the City of Palo Alto. Expected effort 430 hours @ \$210/hour.
- High level documentation needed for public works to include the following as examples.
- Design of the cross section or profile showing the proposed vertical alignment for the (N) conduits and the crossing of existing underground utilities (incl. external 3<sup>rd</sup> parties). The profile must be drawn to scale with approximate depths of (e) pipes. Expected 660 hours @ \$210/hour.
- Proposed conduits must be designed and installed in accordance with City Standard Detail Dwg. No. 402 for Conduit Location Detail and Telecommunications. In commercial districts the horizontal alignment of the proposed conduits shall be the centerline of the sidewalk and vertical alignment below the wastewater main or greater distance from high voltage underground duct banks or any other deep pipe. Expected 410 hours @ \$210/Hour.
- Existing curb & gutter, properly dimensioned
- Concrete joints, field visit to obtain info
- Existing trees, work with City to identify and mitigate issues
- Include cross sections or profiles for street crossing and major underground utilities with field visits. Expected 500 hours @ \$210/Hour

**Additional Task 6, 7, 8, 14 Services: Make Ready Engineering For Pilot Area including power and fiber upgrades**

1. Engineering Design for 4/12kV cutover on overhead distribution Lines
2. Engineering Design for the secondary system upgrade with 6kVA per home and 4/0 AWAC
3. Engineering design to add new Fiber strands and associated anchoring on distribution poles

**Deliverables will include:**

- Before and after circuit drawings
- Distribution drawings
- Bill of Materials, Install and Removal
- Overhead construction standards
- Material specifications
- Construction plan/schedule (minimizing customer shutdowns)

- Bid documentation
  - Scope of Work
  - Bid table
- Optional item: PE stamp on PLC report

**Additional Task 13 Services:**

**a. Tier 1 Help Desk**

Customer Support is the first contact point for customers in need of support relating to their service. This is also referenced as the Help Desk.

Consultant will work with the City to develop an RFP for a Tier 1 Help Desk vendor to field calls directly from customers. The Help Desk will answer calls related to the overall service. They will create trouble tickets for each interaction and resolve the issues directly or forward trouble tickets to the appropriate internal team for resolution. This task includes:

- Deliverables: RFP for Tier 1 Help Desk vendor, including development of the documents, attending pre-bid meetings, evaluating respondents and assisting with final selection

**b. Tier 2 Customer Support**

Tier 1 Help Desk escalates to Tier 2 Customer Support for customers in need of involved troubleshooting, billing issues, etc. This is also referenced as “Tier 2.” Tier 2 assists with access equipment and network issues beyond the scope of the Tier 1 to include:

- Access equipment troubleshooting from the optimal network terminal back to the network
- Access equipment and deployment support
- Troubleshooting initial installations
- Coordinate service restoration with Field Technicians

**EXHIBIT "B"**  
**SCHEDULE OF PERFORMANCE, Amendment 5(ADDED)**

Task	Start	End
Additional Task 5 Services: Expanded Permitting	4/1/24	12/31/25
Additional Task 6,7,8, 14 Services: Make Ready Engineering For Pilot Area	4/1/24	12/31/25
Additional Task 13 Services: Tier 1 Help Desk Tier 2 Customer Support	1/1/25	12/31/25

**EXHIBIT "C"**  
**COMPENSATION, Amendment 5 (ADDED)**

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 included in this Agreement provided the total compensation for Basic Services does not exceed the amount shown in Section 4, Not to Exceed Compensation.

Task	Start	End	Billing Type	Total
Additional Task 5 Services: Additional Permitting	4/1/2024	12/31/2025	Hourly	\$ 140,000
Additional Task 6,7,8, 14 Services: Make Ready Engineering for Pilot (450 Poles)	4/1/2024	12/31/2025	Hourly	\$ 663,721
Additional Task 13 Services: Tier 1 Help Desk	1/1/2025	12/31/2025	Hourly	\$ 160,000
Tier 2 Customer Support	1/1/2025	12/31/2025	Hourly	\$ 158,400
Total Not To Exceed				\$ 1,122,121