

**AMENDMENT NO. 1 TO CONTRACT NO. S22183236
BETWEEN THE CITY OF PALO ALTO AND
STATEWIDE TRAFFIC SAFETY AND SIGNS INC.**

This Amendment No. 1 (this "Amendment") to Contract No. S22183236 (the "Contract" as defined below) is entered into as of April 15, 2024, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and STATEWIDE TRAFFIC SAFETY AND SIGNS INC., a Delaware corporation, located at PO Box 31001-2620, Pasadena, CA 91110-2620 ("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 providing on-call traffic control services, as detailed therein.

B. The Parties now wish to amend the Contract in order to increase the total not-to-exceed amount of the Contract by Two Hundred Thousand Dollars (\$200,000) from Two Hundred Fifty-Five Thousand Dollars (\$255,000) to a new total not-to-exceed amount of Four Hundred Fifty-Five Thousand Dollars (\$455,000) over the three-year term.

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. S22183236 between CONSULTANT and CITY, dated December 23, 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 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 reimbursable expenses specified therein, and the maximum total compensation Not to Exceed Compensation of **Four Hundred Fifty-Five Thousand Dollars (\$455,000)**. 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."

Vers.: Aug. 5, 2019

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

**STATEWIDE TRAFFIC SAFETY AND
SIGNS INC.**

Officer 1

DocuSigned by:
By Anthony Amato
750E32088AB3451...
Name: Anthony Amato

Title: Director of Contracts

Officer 2

DocuSigned by:
By Matthew Hunt
292AECB1C5A8429...
Name: Matthew Hunt

Title: Chief Legal Officer