

**AMENDMENT NO. 3 TO CONTRACT NO. S19174467
BETWEEN THE CITY OF PALO ALTO AND
BUILDINGEYE, INC.**

This Amendment No. 3 (this “Amendment”) to Contract No. S19174467 (the “Contract” as defined below) is entered into as of December 12, 2022, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and BUILDINGEYE, INC., a Delaware corporation, located at 100 Pine Street, #1250, San Francisco, CA, 94111 (“CONTRACTOR”). CITY and CONTRACTOR 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 visualization of data for projects going through or in the building, planning and code enforcement processes at the CITY and to communicate this information to citizens through a mapping interface, as detailed therein.

B. The Parties now wish to amend the Contract in order to extend the term by two years to December 31, 2025 and increase compensation by \$59,020, from \$353,410.00 to \$412,430

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. S19174467 between CONSULTANT and CITY, dated January 15, 2019, as amended by:

Amendment No.1, dated December 16, 2019
Amendment No. 2, dated December 12, 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. Section 3. TERM of the Contract is hereby amended to read as follows:

“3. TERM

The term of this Agreement is from January 15, 2019 to December 31, 2025 inclusive, subject to the provisions of Sections R and W of the General Terms and Conditions.”

Vers.: Aug. 5, 2019

SECTION 3. Section 5. COMPENSATION FOR ORIGINAL TERM of the Contract is hereby amended to read as follows:

“5. COMPENSATION FOR ORIGINAL TERM CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to Exceed a total maximum compensation amount of Four Hundred Twelve Thousand Four Hundred Thirty Dollars (\$412,430).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.”

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 “B” entitled “SCHEDULE OF PERFORMANCE”, AMENDED, REPLACES PREVIOUS.
- b. Exhibit “C” entitled “COMPENSATION”, 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

BUILDINGEYE, INC.

City Manager

Officer 1

APPROVED AS TO FORM:

By:

Name: Ronan Barrett

Title: President & CEO

DocuSigned by:
Ronan Barrett
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City Attorney or designee

Attachments:

Exhibit "B" SCHEDULE OF PERFORMANCE, AMENDED, REPLACES PREVIOUS

Exhibit "C" COMPENSATION, AMENDED, REPLACES PREVIOUS

EXHIBIT "B"
SCHEDULE OF PERFORMANCE
(AMENDED, REPLACES PREVIOUS)

CONSULTANT shall perform the Services to complete each task as specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

Task	Complete Days or Weeks from NTP
1. Integration for continuity of service	Daily
2. Front-end design & Mapping Interface	Daily
3. Filter tools	Daily
4. Scorecard	Daily
5. Email account / alerts	Daily
6. Data supply	Daily
7. Hosting	Daily
8. Access to Source Data	Daily

EXHIBIT "C"
COMPENSATION
(AMENDED, REPLACES PREVIOUS)

CONSULTANT shall perform the tasks and categories of work as outlined in Exhibit A as budgeted below. CONSULTANT will provide all hosted services and professional services identified in Exhibit A. CITY agrees to pay and Consultant agrees to accept as total compensation the following:

Consultant shall invoice the CITY for all fees covering the timeline and schedule below. Agency shall pay the amounts due under each invoice without deducting any taxes that may be applicable to such payments. City is responsible for paying any and all withholding, sales, valued added or other taxes, duties or charges applicable, other than taxes based on Consultant's income and taxable property. On the anniversary of the term, unless otherwise agreed an increase of 5% is applied to each renewal.

Module	Term	No. of Months	Amount
Building	September 2018 to December 2019	16	\$20,000.00
Planning	November 2018 to December 2019	14	\$17,500.00
Code Enforcement	March 2019 to December 2019	10	\$12,500.00
TOTAL:			\$50,000.00

Annual Subscription Fees

Description	Fee
buildingeye Module - Each	\$15,000.00 / annual \$1,250 / month

EXTRA WORK Extra work as directed and approved in advance by the CITY will be billed at CONSULTANT's standard rate for service, which is listed as follows:

Description	Hourly Rate
Bespoke Development Services	\$199.00

ADDITIONAL SERVICES Messaging capacity is limited to 50,000 messages. After the 50,000 limit is reached, the messaging frequency will be limited or an additional pre-approved charge for the additional capacity is as follows:

Description	Cost
Each additional 10,000 messages	\$19.00

TERMS In general, payment terms are NET 30 Days from date of signing/order/invoice, whichever is earlier.

AMENDMENT ONE

CONSULTANT shall perform the tasks and categories of work as outlined in Exhibit A as budgeted below. CONSULTANT will provide all hosted services and professional services identified in Exhibit A. CITY agrees to pay and Consultant agrees to accept as total compensation the following:

Consultant shall invoice the CITY for all fees covering the timeline and schedule below. Agency shall pay the amounts due under each invoice without deducting any taxes that may be applicable to such payments. City is responsible for paying any and all withholding, sales, valued added or other taxes, duties or charges applicable, other than taxes based on Consultant's income and taxable property. On the anniversary of the term, unless otherwise agreed an increase of 5% is applied to each renewal.

Module	Term	No. of Months	Amount
Building	January 2020 to December 2022	36	\$49,750 (3 yrs Annual Subscription)
Planning	January 2020 to December 2022	36	\$49,750 (3 yrs Annual Subscription)
Code Enforcement	January 2020 to December 2022	36	\$49,750 (3 yrs Annual Subscription)
TOTAL:			\$149,250.00

ADDITIONAL SERVICES Messaging capacity is limited to 50,000 messages. After the 50,000 limit is reached, the messaging frequency will be limited or an additional pre-approved charge for the additional capacity is as follows:

Description	Cost
Each additional 10,000 messages	\$20.00
Not to exceed Total:	\$30,750.00

Breakdown by year

Module	2020	2021	2022	Total Jan 2020 – Dec 2022
Building	\$15,750	\$16,500	\$17,500	\$49,750
Planning	\$15,750	\$16,500	\$17,500	\$49,750

Code Enforcement	\$15,750	\$16,500	\$17,500	\$49,750
Additional Services	\$10,250	\$10,250	\$10,250	\$30,750
TOTAL:	\$57,500	\$59,750	\$62,750	\$180,000

AMENDMENT TWO

CONSULTANT shall perform the tasks and categories of work as outlined in Exhibit A as budgeted below. CONSULTANT will provide all hosted services and professional services identified in Exhibit A. CITY agrees to pay and Consultant agrees to accept as total compensation the following:

Consultant shall invoice the CITY for all fees covering the timeline and schedule below. Agency shall pay the amounts due under each invoice without deducting any taxes that may be applicable to such payments. City is responsible for paying any and all withholding, sales, valued added or other taxes, duties or charges applicable, other than taxes based on Consultant's income and taxable property. On the anniversary of the term, unless otherwise agreed an increase of 5% is applied to each renewal.

Module	Term	No. of Months	Amount
Building	January 2023 to December 2024	24	\$35,770 (2 yrs Annual Subscription)
Planning	January 2023 to December 2024	24	\$35,770 (2 yrs Annual Subscription)
Code Enforcement	January 2023 to December 2024	24	\$35,770 (2 yrs Annual Subscription)
TOTAL:			\$107,310

Annual Subscription Fees

Description	Fee
AgencyCounter Module - Each	\$17,885.00 / annual \$1,490 / month

EXTRA WORK Extra work as directed and approved in advance by the CITY will be billed at CONSULTANT's standard rate for service, which is listed as follows:

Description	Hourly Rate
Project Management, Development, Service and Oversight – Blended Cost	\$249.00

AMENDMENT THREE

CONSULTANT shall perform the tasks and categories of work as outlined in Exhibit A as budgeted below. CONSULTANT will provide all hosted services and professional services identified in Exhibit A. CITY agrees to pay and Consultant agrees to accept as total compensation the following:

Consultant shall invoice the CITY for all fees covering the timeline and schedule below. Agency shall pay the amounts due under each invoice without deducting any taxes that may be applicable to such payments. City is responsible for paying any and all withholding, sales, valued added or other taxes, duties or charges applicable, other than taxes based on Consultant's income and taxable property. On the anniversary of the term, unless otherwise agreed an increase of 5% is applied to each renewal.

Module	Term	No. of Months	Amount
Building	January 2025 to December 2025	12	\$17,885 (1 yr Annual Subscription)
Planning	January 2025 to December 2025	12	\$17,885 (1 yr Annual Subscription)
Code Enforcement	January 2025 to December 2025	12	\$17,885 (1 yr Annual Subscription)
SUBTOTAL:			\$53,655
10% Contingency			\$5,365
TOTAL			\$59,020

EXTRA WORK Extra work as directed and approved in advance by the CITY will be billed at CONSULTANT's standard rate for service, which is listed as follows:

Description	Hourly Rate
Project Management, Development, Service and Oversight – Blended Cost	\$249.00