

**AMENDMENT NO. 1 TO CONTRACT NO. C20178878
BETWEEN THE CITY OF PALO ALTO AND METROPOLITAN PLANNING GROUP**

This Amendment No. 1 (this “Amendment”) to Contract No. C20178878 (the “Contract” as defined below) is entered into as of March 20, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and METROPOLITAN PLANNING GROUP, a California corporation, located at 307 Orchard City Drive, Suite 100, Campbell, CA, 95008 (“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 planning support services, as detailed therein.

B. The Contract was entered into as an aggregate amount, not-to-exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) over a four-year term across a total of eight (8) consultant agreements (C20178877A, C20178878, C20178879, C20178881, C20178882, C20178883, C20178884, and C20178891).

C. The Parties now wish to amend the Contract in order to increase the compensation from \$1,500,000.00 to \$3,000,000.00.

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. C20178878 between CONSULTANT and CITY, dated June 22, 2020.
- 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 June 30, 2024 unless terminated earlier pursuant to Section 19 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 described in Exhibit “A, is in an aggregate amount that shall not exceed Three Million Dollars (\$3,000,000.00) over the Term across a total of eight (8) consultant agreements (C20178877A, C20178878, C20178879,

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C20178881, C20178882, C20178883, C20178884, and C20178891), of which this is one. The eight contracts will be administered by the CITY's PLANNING & DEVELOPMENT SERVICES to ensure the total aggregate of compensation paid over the Term does not exceed the amounts set forth herein.

Consultant acknowledges and agrees that the CITY is hiring eight (8) consultants, including CONSULTANT, none of whom will be guaranteed or assured of any specific quantity of work to be performed. If the work is performed by any one or more consultants, including CONSULTANT, CITY will ensure that total compensation to all eight consultants including CONSULTANT, will not exceed in aggregate, across all eight (8) consultant agreements, and will not exceed in aggregate Three Million Dollars.

CONSULTANT agrees to complete all Services described in Exhibit A, including reimbursable expenses, are subject to a Maximum Total Compensation "NOT TO EXCEED" amount of \$3,000,000.00 during the term of the agreement. The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "SCHEDULE OF RATES," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean 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".

SECTION 4. Section 12. SUBCONTRACTING.

"Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services upon the prior written authorization of the city manager or designee or as identified in a Task Order (Exhibit A-1: Professional Services Task Order) assigned and approved by CITY's Project Manager.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee."

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

City Manager

APPROVED AS TO FORM:

City Attorney or designee

METROPOLITAN PLANNING GROUP

Officer 1

DocuSigned by:
By: *Geoff Bradley*
24107B20D03C441...
Name: Geoff Bradley
Title: PRESIDENT

Officer 2 (Required for Corp. or LLC)

By:
Name:
Title:

Attachments: None

**AMENDMENT NO. 1 TO CONTRACT NO. C20178877A
BETWEEN THE CITY OF PALO ALTO AND LEXINGTON PLANNING LLC**

This Amendment No. 1 (this “Amendment”) to Contract No. C20178877A (the “Contract” as defined below) is entered into as of March 20, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and LEXINGTON PLANNING LLC, a a limited liability company, located at 2083 Vine Street, Berkeley, CA 94709 (“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 planning support services, as detailed therein.

B. The Contract was entered into as an aggregate amount, not-to-exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) over a four-year term across a total of eight (8) consultant agreements (C20178877A, C20178878, C20178879, C20178881, C20178882, C20178883, C20178884, and C20178891).

C. The Parties now wish to amend the Contract in order to increase the compensation from \$1,500,000.00 to \$3,000,000.00 and update Exhibit C-1, Schedule of Rates.

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. C20178877A between CONSULTANT and CITY, dated June 22, 2020.
- 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 June 30, 2024 unless terminated earlier pursuant to Section 19 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 described in Exhibit “A, is in an aggregate amount that shall not exceed Three Million Dollars (\$3,000,000.00) over the Term across a total of eight (8) consultant agreements (C20178877A, C20178878, C20178879,

C20178881, C20178882, C20178883, C20178884, and C20178891), of which this is one. The eight contracts will be administered by the CITY's PLANNING & DEVELOPMENT SERVICES to ensure the total aggregate of compensation paid over the Term does not exceed the amounts set forth herein.

Consultant acknowledges and agrees that the CITY is hiring eight (8) consultants, including CONSULTANT, none of whom will be guaranteed or assured of any specific quantity of work to be performed. If the work is performed by any one or more consultants, including CONSULTANT, CITY will ensure that total compensation to all eight consultants including CONSULTANT, will not exceed in aggregate, across all eight (8) consultant agreements, and will not exceed in aggregate Three Million Dollars.

CONSULTANT agrees to complete all Services described in Exhibit A, including reimbursable expenses, are subject to a Maximum Total Compensation "NOT TO EXCEED" amount of \$3,000,000.00 during the term of the agreement. The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "SCHEDULE OF RATES," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean 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".

SECTION 4. Section 12. SUBCONTRACTING.

"Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services upon the prior written authorization of the city manager or designee or as identified in a Task Order (Exhibit A-1: Professional Services Task Order) assigned and approved by CITY's Project Manager.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee."

SECTION 5. 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 "C-1" entitled "Schedule of Rates", 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

LEXINGTON PLANNING LLC

City Manager

Officer 1

APPROVED AS TO FORM:

DocuSigned by:
By: 
Name: Jean Eisberg
Title: Manager

City Attorney or designee

Attachments:

Exhibit C-1: Schedule of Rates, AMENDED, REPLACES PREVIOUS.

EXHIBIT "C-1"
SCHEDULE OF RATES

These rates shall be subject to review periodically and may change if agreed upon by both parties.

Staff/Title	Rate
Principal	\$175.00

**AMENDMENT NO. 1 TO CONTRACT NO. C20178879
BETWEEN THE CITY OF PALO ALTO AND ARNOLD MAMMARELLA ARCHITECTURE &
CONSULTING**

This Amendment No. 1 (this "Amendment") to Contract No. C20178879 (the "Contract" as defined below) is entered into as of March 20, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and ARNOLD MAMMARELLA ARCHITECTURE & CONSULTING, a sole proprietor, located at 1569 Solano Avenue, #411, Berkeley, CA 94707 ("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 planning support services, as detailed therein.

B. The Contract was entered into as an aggregate amount, not-to-exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) over a four-year term across a total of eight (8) consultant agreements (C20178877A, C20178878, C20178879, C20178881, C20178882, C20178883, C20178884, and C20178891).

C. The Parties now wish to amend the Contract in order to increase the compensation from \$1,500,000.00 to \$3,000,000.00.

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. C20178879 between CONSULTANT and CITY, dated June 22, 2020.
- 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 June 30, 2024 unless terminated earlier pursuant to Section 19 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 described in Exhibit "A, is in an aggregate amount that shall not exceed Three Million Dollars (\$3,000,000.00) over the Term across a total of eight (8) consultant agreements (C20178877A, C20178878, C20178879,

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C20178881, C20178882, C20178883, C20178884, and C20178891), of which this is one. The eight contracts will be administered by the CITY's PLANNING & DEVELOPMENT SERVICES to ensure the total aggregate of compensation paid over the Term does not exceed the amounts set forth herein.

Consultant acknowledges and agrees that the CITY is hiring eight (8) consultants, including CONSULTANT, none of whom will be guaranteed or assured of any specific quantity of work to be performed. If the work is performed by any one or more consultants, including CONSULTANT, CITY will ensure that total compensation to all eight consultants including CONSULTANT, will not exceed in aggregate, across all eight (8) consultant agreements, and will not exceed in aggregate Three Million Dollars.

CONSULTANT agrees to complete all Services described in Exhibit A, including reimbursable expenses, are subject to a Maximum Total Compensation "NOT TO EXCEED" amount of \$3,000,000.00 during the term of the agreement. The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "SCHEDULE OF RATES," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean 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".

SECTION 4. Section 12. SUBCONTRACTING.

"Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services upon the prior written authorization of the city manager or designee or as identified in a Task Order (Exhibit A-1: Professional Services Task Order) assigned and approved by CITY's Project Manager.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee."

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

**ARNOLD MAMMARELLA
ARCHITECTURE & CONSULTING**

City Manager

APPROVED AS TO FORM:

City Attorney or designee

Officer 1

DocuSigned by:

By:

Name:

Title: Principal

Arnold Mammarella

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ARNOLD MAMMARELLA

Attachments: None

**AMENDMENT NO. 1 TO CONTRACT NO. C20178881
BETWEEN THE CITY OF PALO ALTO AND PAGE SOUTHERLAND PAGE, INC. dba PAGE
SOUTHERLAND PAGE AE, INC.**

This Amendment No. 1 (this "Amendment") to Contract No. C20178881 (the "Contract" as defined below) is entered into as of March 20, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and PAGE SOUTHERLAND PAGE, INC. dba PAGE SOUTHERLAND PAGE AE, INC., a Delaware corporation, located at 1100 Louisiana, Suite One, Houston, TX 77002 ("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 planning support services, as detailed therein.

B. The Contract was entered into as an aggregate amount, not-to-exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) over a four-year term across a total of eight (8) consultant agreements (C20178877A, C20178878, C20178879, C20178881, C20178882, C20178883, C20178884, and C20178891).

C. The Parties now wish to amend the Contract in order to increase the compensation from \$1,500,000.00 to \$3,000,000.00.

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. C20178881 between CONSULTANT and CITY, dated June 22, 2020.
- 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 June 30, 2024 unless terminated earlier pursuant to Section 19 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 described in Exhibit "A, is in an aggregate amount that shall not exceed Three Million Dollars (\$3,000,000.00) over the Term across a total of eight (8) consultant agreements (C20178877A, C20178878, C20178879,

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C20178881, C20178882, C20178883, C20178884, and C20178891), of which this is one. The eight contracts will be administered by the CITY's PLANNING & DEVELOPMENT SERVICES to ensure the total aggregate of compensation paid over the Term does not exceed the amounts set forth herein.

Consultant acknowledges and agrees that the CITY is hiring eight (8) consultants, including CONSULTANT, none of whom will be guaranteed or assured of any specific quantity of work to be performed. If the work is performed by any one or more consultants, including CONSULTANT, CITY will ensure that total compensation to all eight consultants including CONSULTANT, will not exceed in aggregate, across all eight (8) consultant agreements, and will not exceed in aggregate Three Million Dollars.

CONSULTANT agrees to complete all Services described in Exhibit A, including reimbursable expenses, are subject to a Maximum Total Compensation "NOT TO EXCEED" amount of \$3,000,000.00 during the term of the agreement. The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "SCHEDULE OF RATES," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean 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".

SECTION 4. Section 12. SUBCONTRACTING.

"Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services upon the prior written authorization of the city manager or designee or as identified in a Task Order (Exhibit A-1: Professional Services Task Order) assigned and approved by CITY's Project Manager.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee."

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

**PAGE SOUTHERLAND PAGE, INC. dba
PAGE SOUTHERLAND PAGE AE, INC.**

City Manager

APPROVED AS TO FORM:

City Attorney or designee

Officer 1

DocuSigned by:
By: *Barbara Maloney*
Name: Barbara Maloney
Title: Vice President

Officer 2 (Required for Corp. or LLC)

DocuSigned by:
By: *Catherine J Britt*
Name: Catherine J Britt
Title: CFO and Senior Principal

Attachments: None

**AMENDMENT NO. 1 TO CONTRACT NO. C20178882
BETWEEN THE CITY OF PALO ALTO AND PLACEWORKS, INC.**

This Amendment No. 1 (this “Amendment”) to Contract No. C20178882 (the “Contract” as defined below) is entered into as of March 20, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and PLACEWORKS, INC., a California corporation, located at 3 MacArthur Place, Suite 1100, Santa Ana, CA 92707 (“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 planning support services, as detailed therein.

B. The Contract was entered into as an aggregate amount, not-to-exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) over a four-year term across a total of eight (8) consultant agreements (C20178877A, C20178878, C20178879, C20178881, C20178882, C20178883, C20178884, and C20178891).

C. The Parties now wish to amend the Contract in order to increase the compensation from \$1,500,000.00 to \$3,000,000.00.

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. C20178882 between CONSULTANT and CITY, dated June 22, 2020.
- 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 June 30, 2024 unless terminated earlier pursuant to Section 19 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 described in Exhibit “A, is in an aggregate amount that shall not exceed Three Million Dollars (\$3,000,000.00) over the Term across a total of eight (8) consultant agreements (C20178877A, C20178878, C20178879,

C20178881, C20178882, C20178883, C20178884, and C20178891), of which this is one. The eight contracts will be administered by the CITY's PLANNING & DEVELOPMENT SERVICES to ensure the total aggregate of compensation paid over the Term does not exceed the amounts set forth herein.

Consultant acknowledges and agrees that the CITY is hiring eight (8) consultants, including CONSULTANT, none of whom will be guaranteed or assured of any specific quantity of work to be performed. If the work is performed by any one or more consultants, including CONSULTANT, CITY will ensure that total compensation to all eight consultants including CONSULTANT, will not exceed in aggregate, across all eight (8) consultant agreements, and will not exceed in aggregate Three Million Dollars.

CONSULTANT agrees to complete all Services described in Exhibit A, including reimbursable expenses, are subject to a Maximum Total Compensation "NOT TO EXCEED" amount of \$3,000,000.00 during the term of the agreement. The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "SCHEDULE OF RATES," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean 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".

SECTION 4. Section 12. SUBCONTRACTING.

"Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services upon the prior written authorization of the city manager or designee or as identified in a Task Order (Exhibit A-1: Professional Services Task Order) assigned and approved by CITY's Project Manager.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee."

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

City Manager

APPROVED AS TO FORM:

City Attorney or designee

PLACEWORKS, INC.

Officer 1

DocuSigned by:
By: *Randal W. Jackson*
Name: 00FD4F29527A457...
Title: President

Officer 2 (Required for Corp. or LLC)

DocuSigned by:
By: *Keith McCann*
Name: 87261C0952514E6...
Title: CEO

Attachments: None

**AMENDMENT NO. 1 TO CONTRACT NO. C20178884
BETWEEN THE CITY OF PALO ALTO AND URBAN PLANNING PARTNERS, INC.**

This Amendment No. 1 (this “Amendment”) to Contract No. C20178883 (the “Contract” as defined below) is entered into as of March 20, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and URBAN PLANNING PARTNERS, INC., a California corporation, located at 388 17th Street, Suite 230, Oakland, CA 94612 (“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 planning support services, as detailed therein.

B. The Contract was entered into as an aggregate amount, not-to-exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) over a four-year term across a total of eight (8) consultant agreements (C20178877A, C20178878, C20178879, C20178881, C20178882, C20178883, C20178884, and C20178891).

C. The Parties now wish to amend the Contract in order to increase the compensation from \$1,500,000.00 to \$3,000,000.00.

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. C20178884 between CONSULTANT and CITY, dated June 22, 2020.
- 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 June 30, 2024 unless terminated earlier pursuant to Section 19 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 described in Exhibit “A, is in an aggregate amount that shall not exceed Three Million Dollars (\$3,000,000.00) over the Term across a total of eight (8) consultant agreements (C20178877A, C20178878, C20178879,

C20178881, C20178882, C20178883, C20178884, and C20178891), of which this is one. The eight contracts will be administered by the CITY's PLANNING & DEVELOPMENT SERVICES to ensure the total aggregate of compensation paid over the Term does not exceed the amounts set forth herein.

Consultant acknowledges and agrees that the CITY is hiring eight (8) consultants, including CONSULTANT, none of whom will be guaranteed or assured of any specific quantity of work to be performed. If the work is performed by any one or more consultants, including CONSULTANT, CITY will ensure that total compensation to all eight consultants including CONSULTANT, will not exceed in aggregate, across all eight (8) consultant agreements, and will not exceed in aggregate Three Million Dollars.

CONSULTANT agrees to complete all Services described in Exhibit A, including reimbursable expenses, are subject to a Maximum Total Compensation "NOT TO EXCEED" amount of \$3,000,000.00 during the term of the agreement. The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "SCHEDULE OF RATES," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean 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".

SECTION 4. Section 12. SUBCONTRACTING.

"Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services upon the prior written authorization of the city manager or designee or as identified in a Task Order (Exhibit A-1: Professional Services Task Order) assigned and approved by CITY's Project Manager.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee."

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

URBAN PLANNING PARTNERS, INC.

City Manager

Officer 1

APPROVED AS TO FORM:

DocuSigned by:
By: 
Name: Lynette Dias
Title: President

City Attorney or designee

Attachments: None

**AMENDMENT NO. 1 TO CONTRACT NO. C20178891
BETWEEN THE CITY OF PALO ALTO AND MICHAEL BAKER INTERNATIONAL, INC.**

This Amendment No. 1 (this “Amendment”) to Contract No. C20178891 (the “Contract” as defined below) is entered into as of March 20, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania coporation, located at 1 Kaiser Plaza, Suite 1150, Oakland, CA 94612 (“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 planning support services, as detailed therein.

B. The Contract was entered into as an aggregate amount, not-to-exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) over a four-year term across a total of eight (8) consultant agreements (C20178877A, C20178878, C20178879, C20178881, C20178882, C20178883, C20178884, and C20178891).

C. The Parties now wish to amend the Contract in order to increase the compensation from \$1,500,000.00 to \$3,000,000.00.

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. C20178891 between CONSULTANT and CITY, dated June 22, 2020.
- 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 June 30, 2024 unless terminated earlier pursuant to Section 19 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 described in Exhibit “A, is in an aggregate amount that shall not exceed Three Million Dollars (\$3,000,000.00) over the Term across a total of eight (8) consultant agreements (C20178877A, C20178878, C20178879,

Vers.: Aug. 5, 2019

C20178881, C20178882, C20178883, C20178884, and C20178891), of which this is one. The eight contracts will be administered by the CITY's PLANNING & DEVELOPMENT SERVICES to ensure the total aggregate of compensation paid over the Term does not exceed the amounts set forth herein.

Consultant acknowledges and agrees that the CITY is hiring eight (8) consultants, including CONSULTANT, none of whom will be guaranteed or assured of any specific quantity of work to be performed. If the work is performed by any one or more consultants, including CONSULTANT, CITY will ensure that total compensation to all eight consultants including CONSULTANT, will not exceed in aggregate, across all eight (8) consultant agreements, and will not exceed in aggregate Three Million Dollars.

CONSULTANT agrees to complete all Services described in Exhibit A, including reimbursable expenses, are subject to a Maximum Total Compensation "NOT TO EXCEED" amount of \$3,000,000.00 during the term of the agreement. The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "SCHEDULE OF RATES," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean 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".

SECTION 4. Section 12. SUBCONTRACTING.

"Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services upon the prior written authorization of the city manager or designee or as identified in a Task Order (Exhibit A-1: Professional Services Task Order) assigned and approved by CITY's Project Manager.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee."

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

MICHAEL BAKER INTERNATIONAL, INC.

City Manager


Officer 1

APPROVED AS TO FORM:

DocuSigned by:
By: 
Name: Peter Minegar
Title: Vice President

City Attorney or designee

Officer 2 (Required for Corp. or LLC)

DocuSigned by:
By: 
Name: Tanya Bilezikjian
Title: 01:26 pm

Attachments: None

Certificate Of Completion

Envelope Id: 0C1FF7F8A0584B89B800A4BE2A1106CA

Status: Completed

Subject: Complete with DocuSign: C20178891 Amend No1_Michael Baker.pdf

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Mimi Nguyen

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250 Hamilton Ave

Envelope Stamping: Enabled

Palo Alto , CA 94301

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Mimi.Nguyen@CityofPaloAlto.org

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Mimi.Nguyen@CityofPaloAlto.org

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Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Palo Alto

Location: DocuSign

Signer Events

Peter Minegar

Peter.Minegar@mbakerintl.com

Vice President

Security Level: Email, Account Authentication
(None)**Signature**

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Signature Adoption: Pre-selected Style

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Signed: 3/16/2023 2:11:59 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tanya Bilezikjian

TBILEZIKJIAN@mbakerintl.com

01:26 pm

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 68.95.125.89

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Viewed: 3/16/2023 2:12:41 PM

Signed: 3/16/2023 2:12:57 PM

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****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/27/2023 11:46:31 AM
Envelope Updated	Security Checked	3/16/2023 2:10:19 PM
Envelope Updated	Security Checked	3/16/2023 2:10:19 PM
Envelope Updated	Security Checked	3/16/2023 2:10:19 PM
Envelope Updated	Security Checked	3/16/2023 2:10:19 PM
Certified Delivered	Security Checked	3/16/2023 2:12:41 PM
Signing Complete	Security Checked	3/16/2023 2:12:57 PM
Completed	Security Checked	3/16/2023 2:12:57 PM

Payment Events	Status	Timestamps
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