

**AMENDMENT NO. 4 TO CONTRACT NO. C20176363  
BETWEEN THE CITY OF PALO ALTO AND MAGELLAN ADVISORS LLC.**

This Amendment No. 4 (this "Amendment") to Contract No. C20176363 (the "Contract" as defined below) is entered into as of April 3, 2023, 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 Phase 1 of a multi-phase fiber optic network expansion plan, as detailed therein.

B. The Parties now wish to amend the Contract in order to extend the contract term by 32 months and to increase the compensation by \$2,770,960 from \$2,914,331 to \$5,685,291 for the construction phase 1 as specified in the revised Exhibit "A" Scope of Services.

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

- 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:

**"SECTION 2. TERM.**

The term of this Agreement shall be from the date of its full execution through December 31, 2025 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:

*Vers.: Aug. 5, 2019*

**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 shall not exceed **Five Million One Hundred Seventy-Two Thousand Nine Hundred Nintey-Two Dollars (\$5,172,992)**. 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 **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 **Five Million Six Hundred Eighty-Five Thousand Two Hundred Ninety-One Dollars (\$5,685,291)**, 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 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 "A" entitled "SCOPE OF SERVICES", AMENDED, REPLACES PREVIOUS.
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE", AMENDED, REPLACES PREVIOUS.
- c. Exhibit "C" entitled "COMPENSATION", AMENDED, REPLACES PREVIOUS.
- d. Exhibit "C-1" entitled "SCHEDULE OF RATES", 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**

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

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

**MAGELLAN ADVISORS LLC.**

DocuSigned by:  
By: John Honker  
EDFFE7282D8941F...  
Name: John Honker  
Title: President

DocuSigned by:  
By: Courtney Violette  
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Name: Courtney Violette  
Title: COO

**Attachments:**

EXHIBIT "A": SCOPE OF SERVICES (AMENDED, REPLACES PREVIOUS)  
EXHIBIT "B": SCHEDULE OF PERFORMANCE (AMENDED, REPLACES PREVIOUS)  
EXHIBIT "C": COMPENSATION (AMENDED, REPLACES PREVIOUS)  
EXHIBIT "C-1": SCHEDULE OF RATES (AMENDED, REPLACES PREVIOUS)

**EXHIBIT "A"**  
**SCOPE OF SERVICES (AMENDED, REPLACES PREVIOUS)**  
**AMENDMENT NO. 4**

**Task 1: Program Management**

Magellan will provide a Project Manager ("PM") to manage deployment of Phase 1 including the following tasks:

- Manage and coordinate day-to-day activities in the project to support the overall deployment of Phase 1.
- Manage the overall project plan and performance to milestone dates.
- Develop and manage a communications plan for all stakeholders in the project.
- Develop a construction work plan for the project.
- Work with the Construction Manager and Construction Inspector teams to manage the construction work plan, including tracking to schedule, budget, issue identification and resolution and risk mitigation.
- Provide regular progress reports, and schedule and coordinate all project related calls, and discussions with vendors and contractors.
- Escalate issues as they occur in the project.
- Track the overall project budget to plan and communicate progress and variances.
- Refine and revise the project implementation plan to reflect the Outside Plant, Inside Plant and Facilities deployment schedule and all necessary steps for implementation and turn-up of the network.
- Manage change control in the project, including design changes, budget changes, project impact assessment, notifications, field changes, vendor change orders, permit approvals.
- Manage vendor invoice submission, review and approvals for construction, equipment and professional services.

**Task 2: Environmental Analysis**

Magellan will work with City staff to determine environmental impacts to the project, to include:

- Preliminary CEQA review for underground and aerial construction to support the City's analysis of whether the project may require CEQA clearing, significant findings or a negative declaration.
- Desktop studies of the current project to review construction, restoration and temporary versus permanent impacts as a result of the project.
- Engineering support for alignments, facilities and pole lines, floodplain, transportation and other datasets that may be required to assess environmental impacts
- Siting for the fiber hut required in Phase 1 to determine possible locations in the context of minimizing environmental impacts

**Task 3: Bid Ready Construction Drawings and Bid Package for the Fiber Backbone & FTTP**

Magellan's project team will deliver all supporting documents needed to bid out construction of fiber backbone and phase 1 of FTTP. Once the low-level design is complete, all bid documentation requested will be delivered to the City to include construction ready prints, construction details, splice details, as well as all documentation needed to complete the bid package. This shall include a written summary and scope of work, estimated costs to construct, as well as labor estimates, bill of materials, and vendor list

#### **Task 4: Assist City Staff with Construction Bid Evaluation for the Fiber Backbone & FTTP**

Magellan will advise the City throughout the construction bid evaluation process for the fiber backbone and FTTP. Upon receipt of all bids, Magellan will prepare a bid evaluation matrix and tabulation. Magellan will work with the City to review all bids and provide guidance to the City on how bids should be evaluated as well as pros and cons of each bid. Magellan will also review all bid responses to identify any bid irregularities that may be encountered in the review process that could impact long-term project costs. Magellan's support for the City's Invitation For Bid (IFB) process will include, if directed by the City, any of the following: attendance at the pre-bid conference, preparing any necessary addenda, assisting the City with responses to bidder questions, and attending the bid opening.

#### **Task 5: Permitting**

Magellan will prepare and manage permit submissions required by the jurisdictions impacted by Phase 1. This includes:

- Researching, preparing submitting and tracking all permits required by the City of Palo Alto, Santa Clara County, railroads, Caltrans and other agencies.
- Preparing pole attachment application packages for use of the City's existing distribution poles.
- Tracking the progress of all permits through to completion and close out.
- Distributing approved permits to the City's construction contractor.
- Revision and resubmittal of permit packages based on responses received from all agencies.

#### **Task 6: Design Engineering Updates**

Through the permitting process and construction, routine design updates will be provided by Magellan. These include:

- Incorporation of field changes into the design
- Aerial to underground conversions where required and vice versa
- Revision of permit packages based on field changes
- Revision and resubmittal of permit packages based on responses received from agencies.

- Updates to the splicing and termination plans

#### **Task 7: Final As-Built Documentation**

Magellan will prepare final as-built documentation including final construction records for Phase 1, including:

- Update redlines from the City's construction manager
- Provide equipment, splice, and termination records
- Closed out permit packages
- Final construction accounting and close out
- Punch list checkoffs
- Equipment diagrams
- Equipment configurations
- FMS integration and support

#### **Task 8: Equipment Specifications and Procurement**

Development of the equipment procurements to support phase 1, including:

- Development of the specifications for network equipment
- Final master budget for equipment
- Procurement documents for core network, access network and customer premises equipment
- Management of the bid process for equipment procurements, including attending pre-bid meetings, answering questions and supporting the evaluation and selection of vendors.

#### **Task 9: Testing and Certification Oversight**

Magellan's team will manage the testing, certification and integration of any outside plant and electronics for Phase 1, working with construction and equipment vendors to ensure that the network meets the speed, reliability and resiliency goals laid out in the plans and specifications. These tasks include:

- End to end testing for new OLTs, ONTs, in-home equipment
- Core and edge switch and router testing
- Managing vendor professional service teams
- Coordinating integration and new customer activations
- Working with equipment vendors on integration testing with City systems

#### **Task 10: Operational Processes and Systems**

A critical element for a successful network is a complete integration of cross-functional network elements. Magellan will work toward a seamless integration all the way from order input to finished installs and services turn-up. Cross-functional areas as inventory staging, install scheduling,

pre-install site survey, actual drop and install, services provisioning, testing, client acceptance and billing are some of the major areas that must be completely integrated and managed on an ongoing basis. Efficient, repeatable and scalable operations policies and procedures are required to support a successful network deployment.

The scope of this task includes:

- Defining work order processes for plant construction, fiber drops, home installations and change orders
- Identifying systems to support work order management, provisioning, inventory and warehousing
- Establishing and documenting policies, procedures and business processes
- Recommending accounting system setup for broadband, including chart of accounts and accounting policies
- Identifying, federal and state reporting requirements and providing legal/policy recommendations (i.e. MDU access)

#### **Task 11: Organizational Support**

Magellan will work with the City to support the development of the broadband organization, including the new hire process, insourcing/outsourcing decisions and management and operational strategies for the City. This includes:

- Job descriptions for new City staff
- Org chart, management and departmental resources
- Financial management practices
- Pro forms and budgeting
- Reporting
- Insourcing/outsourcing assessment
- Procurement, evaluation and selection of outsourced vendors

#### **Task 12: Fiber Drop and Customer Activations**

Magellan will work with the City and fiber drop contractor to manage fiber drop installation, home equipment installation and related components to activate customers. This task includes:

- RFP for fiber service drop contractor, including development of the documents, attending pre-bid meetings, evaluating respondents and assisting with final selection.
- Fiber drop survey in rights of way and customer premises
- Scheduling fiber drop installation contractor
- Scheduling in-home installation and service activation
- QA/QC fiber drop installation
- Documenting final as-builts for drop installation



**Task 13: Network Operations and Tech Support**

Tier 2 Engineering Support –Escalation support for customers to assist with access equipment and network issues beyond the scope of the tier 1 customer service and tech support.

- Access equipment troubleshooting from the ONT back to the network
- Access equipment planning and deployment support
- Troubleshooting initial installations

Tier 3 Engineering Support –Network engineering to assist with major outages, develop and conduct maintenance window activities, network planning and upstream provider support.

- Layer 3 IP Network Engineering Troubleshooting and Support
- Layer 3 Routing and Layer 2/3 MPLS Planning and Deployment Support
- Carrier-Grade NAT and IPv6/IPv4 Implementation
- Configuration Backup and Management
- BGP Policy and BGP Community Group Planning and Engineering
- Upstream Provider Engineering and Troubleshooting Support
- Maintenance Window Planning and Execution
- Capacity planning and upgrades

NOC Services –24 x 7 Monitoring and Issue Management Services

- 24 x 7 Monitoring with Outage and Issue Management
- Engagement of Tier 2, Tier 3 and Vendor Resources
- Post-mortem and Reason for Outage Support
- Network traffic monitoring and management

**Task 14: Electrical Make Ready Engineering**

Make-ready engineering for pole changeouts and electrical work will be completed in advance of any fiber installation. Engineering includes field work, pole modeling, and creation of construction prints. Magellan will enlist resources from ENTRUST Solutions Group, who wholly owns Magellan to complete all electrical make ready work. ENTRUST provides significant electrical engineering services for utilities across California.

**Field Work:**

When field data is not provided or additional data is needed, ENTRUST's experienced field crews will visit the locations where make ready design is requested. At each location, ENTRUST will:

- Look for any NESC and (CPUC GO95) clearance violations, review site safety concerns, and identify any other conditions that could impact a new attachment on the pole.

- All data will be collected using existing field apps.
- Measure of all relevant cable sags and pole attachments.
- Collect photos of the pole and the surrounding area.
- Collect data for any adjacent poles that may be impacted by the make ready design.
- Coordinate with CPAU Electric Engineering for list of poles already marked for replacement.
- Submit, process, and review responses related to joint pole intent forms and coordination with AT&T for all pole replacements.

#### **Pole Modeling:**

When new attachments are added it is important to model the pole to identify any potential concerns with structural overloading or clearance violations. O'Calc will be used to create all models. Each model will:

- Determine if additional loading can be handled by existing structure or if remediation is required.
- Confirm sag clearance between proposed and existing cables as well as ground clearance meet code requirements.
- Validate new designs are structurally sound and do not create any code violations.
- Coordinate with CPAU Electric Engineering for additional pole space and loading requirements due to Electrification or for other infrastructure improvements.

#### **Construction Design:**

Utilizing the data from the field and structural analysis, ENTRUST will create a construction packet. Deliverables will include

- Overview showing location of poles within scope.
- Staking Sheet, detailing RUS standard to be utilized and any notes for construction.
- Structural report from O'Calc.

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

<b>Task</b>	<b>Start</b>	<b>End</b>
Task 1: Project Management	6/1/23	12/31/25
Task 2: Environmental Analysis	6/1/23	9/1/23
Task 3: Bid Ready Construction Drawings and Bid Package for the Fiber Backbone and FTTH (Old Tasks 7 and 8)	6/1/23	7/1/23
Task 4: Assist City Staff with Construction Bid Evaluation for Fiber Backbone and FTTH (Old Task 18 and 19)	5/1/23	7/1/23
Task 5: Permitting	4/1/23	3/31/24
Task 6: Engineering Design Updates	4/1/23	3/31/25
Task 7: Final As-Built Documentation	10/1/24	3/31/25
Task 8: Equipment Specifications and Procurement	4/1/23	9/15/23
Task 9: Testing and Certification Oversight	1/1/24	3/31/25
Task 10: Operational Processes and Systems	4/1/23	3/31/25
Task 11: Organizational Support	4/1/23	10/1/23
Task 12: Fiber Drop Installations & Customer Activations	6/1/24	3/31/25
Task 13: Network Operations & Tech Support	1/1/24	3/31/25
Task 14: Electrical Make Ready Engineering	4/1/23	3/31/25

**EXHIBIT "C"**  
**COMPENSATION (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, does not exceed \$2,523,600 and the total compensation for Additional Services does not exceed \$247,360.

Task	Start	End	Billing Type	Total Budget
Task 1: Project Management	6/1/2023	12/31/2025	Monthly - Progress	\$ 628,000
Task 2: Environmental Analysis	6/1/2023	9/30/2025	Hourly	\$ 130,000
Task 3: Bid Ready Construction Drawings and Bid Package for the Fiber Backbone and FTTH (Old Tasks 7 and 8)	6/1/2023	7/31/2023	On Deliverable	\$ 20,300
Task 4: Assist City Staff with Construction Bid Evaluation for Fiber Backbone and FTTH (Old Task 18 and 19)	8/1/2023	9/30/2023	On Deliverable	\$ 30,300
Task 5: Permitting	6/1/2023	6/1/2024	Hourly	\$ 125,000
Task 6: Engineering Design Updates	6/1/2023	3/31/2025	Monthly - Progress	\$ 110,000
Task 7: Final As-Built Documentation	10/1/2024	3/31/2025	On Deliverable	\$ 75,000
Task 8: Equipment Specifications and Procurement	6/1/2023	9/15/2023	Monthly - Progress	\$ 60,000
Task 9: Testing and Certification Oversight	1/1/2024	8/1/2025	Monthly - Progress	\$ 150,000
Task 10: Operational Processes and Systems	6/1/2023	3/31/2025	Monthly - Progress	\$ 110,000
Task 11: Organizational Support	6/1/2023	10/1/2023	Monthly - Progress	\$ 165,000
Task 12: Fiber Drop Installations & Customer Activation Management	10/1/2024	3/31/2025	Monthly - Progress	\$ 150,000
Task 13: Network Operations & Tech Support	10/1/2024	3/31/2025	Monthly - Progress	\$ 495,000
Task 14: Electrical Make Ready Engineering (300 poles @ \$750.00 per pole)	6/1/2023	3/31/2025	Per Pole	\$ 225,000
Subtotal				\$ 2,473,600
Contingency (10% of Subtotal Budget)				\$ 247,360
Reimbursable Expenses				\$ 50,000
Total				\$ 2,770,960

Vers.: Aug. 5, 2019

**EXHIBIT "C-1"**  
**SCHEDULE OF RATES (AMENDED, REPLACES PREVIOUS)**

**Hourly Rate for Additional Services**

Job Categories	Hourly Rate
Project Executive	\$210.00
Sr. Consultant	\$210.00
OSP Design Management	\$210.00
Broadband Designers	\$210.00
GIS Technicians	\$210.00
Construction Management	\$210.00

**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: Travel

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

All requests for payment of expenses shall be accompanied by appropriate backup information. All expenses shall be approved in advance by the CITY's project manager.

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annmarie.romero@cityofpaloalto.org

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**Signer Events**

John Honker

JHonker@entrustsol.com

President

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Courtney Violette

Cviolette@MagellanBroadband.com

COO

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Tabatha Boatwright

Tabatha.Boatwright@CityofPaloAlto.org

Utilities Administrative Assistant

City of Palo Alto

Security Level: Email, Account Authentication  
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Completed	Security Checked	4/11/2023 11:10:47 AM

Payment Events	Status	Timestamps
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