

**AMENDMENT NO. 1 TO CONTRACT NO. C20176367
BETWEEN THE CITY OF PALO ALTO AND
LAZ KARP ASSOCIATES, LLC**

This Amendment No. 1 (this “Amendment”) to Contract No. C20176367 (the “Contract” as defined below) is entered into as of February 16, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and LAZ KARP ASSOCIATES, LLC, a Connecticut Corporation, located at One Financial Plaza, 14th Floor, Hartford, Connecticut 06103. 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 parking enforcement services for the Downtown Residential Preferential Parking (RPP) district (“Project”) and desires to engage a consultant to provide services in connection with the Project (“Services”) as detailed therein.

B. The Parties now wish to amend the Contract in order to extend the term, through February 28, 2025, at no added cost to the City, for a continuation of services, as detailed herein.

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. C20176367 between CONSULTANT and CITY, dated March 24, 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 February 28, 2025, unless terminated earlier pursuant to Section 19 (Termination) of 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 “C” entitled “COMPENSATION”, AMENDED, REPLACES PREVIOUS.
- b. Exhibit “C-1” entitled “SCHEDULE OF RATES”, AMENDED, REPLACES PREVIOUS.

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

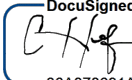
City Manager

APPROVED AS TO FORM:


City Attorney or designee

LAZ KARP ASSOCIATES, LLC

Officer 1

By: 
Name: Cindy Hether
Title: Regional Vice President

Officer 2

By: 
Name: Michael Kuziak
Title: coo

Attachments:

EXHIBIT "C" entitled "COMPENSATION, AMENDMENT NO. 1" (AMENDED, REPLACES PREVIOUS)

EXHIBIT "C-1" entitled "SCHEDULE OF RATES, AMENDMENT NO.1" (AMENDED, REPLACES PREVIOUS)

**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 based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

Year One (3/1/2020 through 2/28/2021) Cost Not to Exceed \$748,672;
Actuals (Services Received) \$149,544
Year Two (3/1/2021 through 2/28/2022) Cost Not to Exceed \$771,132.00;
Actuals (Services Received) \$316,328
Year Three (3/1/2022 through 2/28/2023) Cost Not to Exceed \$802,481.00;
Actuals (Services Received) \$298,633

Years One through Three actual compensation: \$764,505
Years Four through Five expected compensation: \$1,557,780
Year Four (3/1/2023 through 2/28/2024) Cost Not to Exceed \$842,579
Year Five (3/1/2024 through 2/28/2025) Cost Not to Exceed \$715,201

Total Compensation Remains at \$2,322,285

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Compensation (original contract)	\$748,672	\$771,132	\$802,481			\$2,322,285
Actuals (services received)	\$149,544	\$316,328	\$298,633			\$764,505
Unspent (Savings)	\$599,128	\$454,804	\$503,848			\$1,557,780
Compensation (amendment for years 4 & 5)				\$842,579	\$715,201	\$1,557,780

Reimbursable Expenses

None

Maximum Total Compensation

\$2,322,285.00

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: None

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

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

**EXHIBIT “C-1”
SCHEDULE OF RATES
(AMENDED REPLACES PREVIOUS)**

CONSULTANT shall be paid hourly for each officer and project manager that maintains a parking facility. The tables below include the payment compensation schedule for the program including pre-defined pricing for implementation of the program. The compensation tables shall remain fixed for term of the contract.

Compensation Terms – Year 4-5

Compensation Terms – Year 4***

Labor Categories	Est Hours	Hourly Rate	Extended Rate
Project Manager – Direct Labor Rate	1,920	\$54.79	\$105,195
Overhead Rate (including Fringe, G&A and Fee)	1,920	\$42.37	\$81,346
Project Manager (fully burdened)	1,920	\$97.16	\$186,540
Parking Enforcement Officers – Direct Labor Rate	15,360	\$21.63	\$332,237
Overhead Rate (including Fringe, G&A and Fee)	15,360	\$16.73	\$256,919
Parking Enforcement Officer (fully burdened)	15,360	\$38.36	\$589,156
ODCs/Materials to include: bicycles/vehicles, uniforms, fuel, cellphones, and other misc. supplies	N/A		\$55,968
Burdens and Fee G&A	N/A		\$10,915
ODCs and Materials (fully burdened)	N/A		\$66,883
Project Manager (1), Parking Enforcement Officers (7 FT PEOs + 1 FT Supervisor) and ODCs/Materials (all fully burdened)	N/A		\$842,579

Compensation Terms – Year 5***

Labor Categories	Est Hours	Hourly Rate	Extended Rate
Project Manager – Direct Labor Rate	1,600	\$57.53	\$92,048
Overhead Rate (including Fringe, G&A and Fee)	1,600	\$44.49	\$71,184
Project Manager (fully burdened)	1,600	\$102.01	\$163,216
Parking Enforcement Officers – Direct Labor Rate	11,520	\$22.71	\$261,619.2
Overhead Rate (including Fringe, G&A and Fee)	11,520	\$17.56	\$202,291.2
Parking Enforcement Officer (fully burdened)	11,520	\$40.27	\$463,910.4
ODCs/Materials to include: bicycles/vehicles, uniforms, fuel, cellphones, and other misc. supplies	N/A		\$58,767
Burdens and Fee G&A	N/A		\$11,460
ODCs and Materials (fully burdened)	N/A		\$70,227

Project Manager (1), Parking Enforcement Officers (7 FT PEOs + 1 FT Supervisor) and ODCs/Materials (all fully burdened)	N/A		\$697,353.4
+Contingency	N/A		\$17,847.60
Total	N/A		\$715,201

*****5% cost of living increase (based on Bay Area CPI 12/22)**

Year 5 shall not exceed \$715,201.00 or the remaining balance of the maximum total compensation under this Agreement, whichever is lower.