

AGREEMENT AMENDMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Agreement #: 1598

Amendment#: 2

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND PlaceWorks

THIS 2nd AMENDMENT ("Amendment") is made and entered into this _____ day of November, 2016, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and PlaceWorks, hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section 4 Compensation and Payment of Contract No. 1598 ("Agreement"), "A" Term of Agreement [amendment to section] to read as follows:

"City shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$1,737,000.00 as describe in Exhibit "A" Scope of Services. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quality of the work performed is unacceptable."

Except as modified by this Amendment, all other terms and conditions of Contract No. 1598 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FIRST PARTY:

Signature

Name

Keith McCann

Tax ID #

95-2975827

Date

11-4-16

Title

CEO

APPROVED AS TO FORM:

William L. McClure, City Attorney

Date

12-6-16

CITY OF MENLO PARK:

Signature

Alex D. McIntyre

Name

Date

12.16.2016

City Manager

Title

ATTEST:

Pamela Aguilar, City Clerk, City of Menlo Park

Date

12.16.2016



SERVICE AUTHORIZATION

AMENDMENT NO. 2

PROJECT NO.	CEMP-03.0	DATE	October 25, 2016
PROJECT NAME	City of Menlo Park General Plan and M-2 Area Zoning Update		

AGREEMENT BETWEEN:

CLIENT	City of Menlo Park	CONSULTANT	PlaceWorks
STREET ADDRESS	701 Laurel Street	STREET ADDRESS	3 MacArthur Place, Suite 1100
CITY STATE AND ZIP	Menlo Park, Ca 94025	CITY STATE AND ZIP	Santa Ana, CA 92707
CONTACT	Vanh Malathong	CONTACT	Kara L. Kosel for Charlie Knox
Hereinafter referred to as "Client."		Hereinafter referred to as "Consultant."	

This Amendment No. 2 to an existing agreement for services is made and entered into and effective as of the date of signature ("Effective Date"), by and between PlaceWorks (Consultant), a California Corporation, and City of Menlo Park (Client).

RECITAL

The Consultant desires to amend, modify and revise that certain Agreement ("Existing Agreement") with the Client, entered into on April 29, 2016 to provide Services, as defined therein, and to now amend the Existing Agreement. Except as specifically amended by this document, all other terms and conditions of the Existing Agreement will remain in full force and effect, without modification.

Now, therefore, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree that:

Change in Compensation from \$1,561,559.00 to \$1,737,000.00 (an increase of \$175,441.00) for additional work on the EIR Response to Comments, additional workshops and meeting requested by City Council, additional fiscal and traffic analysis needed to respond to EIR comments and coordinate with Facebook Expansion EIR.

CONSULTANT:

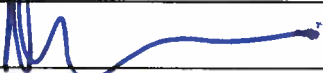
CONSULTANT	PlaceWorks		
STREET ADDRESS	3 MacArthur Place, Suite 1100		
CITY STATE AND ZIP	Santa Ana, CA 92707		
AUTHORIZED REPRESENTATIVE	Charlie Knox	TITLE	Principal

PlaceWork's Authorized Representative

10/25/2016
Date



CLIENT:

CLIENT	City of Menlo Park		
STREET ADDRESS	701 Laurel Street		
CITY STATE AND ZIP	Menlo Park, Ca 94025		
AUTHORIZED REPRESENTATIVE		TITLE	City Manager

Client's Authorized Representative

Date