

AGREEMENT AMENDMENT

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



Amendment#: 1395-A2

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND LYNX TECHNOLOGIES

THIS SECOND AMENDMENT is made and entered into this 29 day of June, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and LYNX TECHNOLOGIES, hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section III. COMPENSATION AND PAYMENT of Agreement No. 1395, to read as follows:

"A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed the amount as described in Exhibit "A", Scope of Services – revised hourly rates. 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. Hourly rates will not be revised for the term of the agreement."

2. Pursuant to Section EXHIBIT "A" SCOPE OF SERVICES. 2. COMPENSATION of Agreement No. 1407, to read as follows:

"CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in the revised Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the City and FIRST PARTY shall not exceed the amount shown in the purchase order. The detailed scope of work for each task/project will remain in effect for the term of the approved purchase order setting forth the scope of work and the fee for the scope of work with no hourly increases until the task/project is complete."

3. Pursuant to Section XXII. AGREEMENT TERM of Agreement No. 1395, to read as follows:

"This agreement shall remain in effect for the period of July 1, 2019 through June 30, 2020 unless extended, amended or terminated in writing by City."

Except as modified by this Amendment, all other terms and conditions of Agreement No. 1395 remain the same.

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

SIGNATURE PAGE TO FOLLOW

FOR FIRST PARTY:

Patrick Kelleher
Signature

6-18-2019
Date

PATRICK KELLEHER
Printed name

CEO
Title

26-1717677
Tax ID#

APPROVED AS TO FORM:

[Signature]
William L. McClure, City Attorney

6/25/19
Date

FOR CITY OF MENLO PARK:

[Signature]
Starla Jerome-Robinson, City Manager

6/29/19
Date

ATTEST:

asa/wan for
Judi A. Herren, City Clerk

6/29/19
Date

EXHIBIT "A"
SCOPE OF SERVICES

1. **SCOPE OF WORK** FIRST PARTY agrees to provide consultant services for CITY's Public Works Department. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A -1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

2. **COMPENSATION** CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the City and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in paragraph five (5) below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

3. **SCHEDULE OF WORK** FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

4. **CHANGES IN WORK -- EXTRA WORK** In addition to services described in Section 1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and CONSULTANT shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Engineering Services Manager.

5. **BILLINGS** FIRST PARTY's bills shall include the following information: A brief description of services performed; The date the services were performed; The number of hours spent and by whom; The current contract amount; The current invoice amount; The FIRST PARTY's signature; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section 2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

Revised Hourly Rates

April 17, 2019

Mr. Whitney J. Loy
GIS Coordinator
City of Menlo Park
701 Laurel Street
Menlo Park, California
94025
wjloy@menlopark.org



Re: GIS operating budget Fiscal Year 2019/2020

Dear Whitney:

The GIS operating budget requested for 2019 / 2020 is based on Patrick Kelleher providing up to 500 hours (10 hours per week) and Frank Blom up to 900 hours (~ 18 hours per week) as required for GIS technical work. Work will be conducted onsite and offsite through secured VPN connection to the City's network. Lynx staff will act under your direction or Justin Murphy, Director of Public Works. General categories and distribution of work are described below but not exclusive of ad hoc requests or new projects that may arise. The total cost for the period will not exceed \$98,000 without written authorization.

Maintenance and Project Work (Frank Blom)

- Maintenance for storm and water utility systems. Work with engineering and public works staff to update the system based on CIP projects and field observations.
- Street Improvements i.e. classification of sidewalk, curb and gutter and existing rating. Several tasks are required to QA/QC this data set including updating to current, developing the GAP features per JICM's guidelines, and reclassification of feature types.
- Easements Project. Subdivision and other recorded documents are collected from the San Mateo County Public Works online library for specific geographic areas. All easements are digitized using coordinate geometry by Lynx staff offsite, specific attribute information is populated from annotation and title sheets, the batch of work is uploaded (synchronized) with the City's GIS Server
- Transportation overlays: Correct and update striping and legends, field work as required.
- Building footprints for Commercial, High Density Residential, and Public Facilities. Specific task to add Stanford Campus and the surrounding area of the City of Palo Alto. Data has been acquired from the City and the University, the data needs to be cleaned to remove overlap and standardized to match the City's schema.
- Other overlays as needed. Typically Zoning is updated once per year.

Estimated cost: \$63,000

Maintenance and Project Work (Patrick Kelleher)

- Land base maintenance of parcel, street and address changes to the GIS. This includes synchronizing all data with Tidemark and associated QC work between the two (until Accela is operational). Updates are typically monthly
- Caltrans ROW project. Primarily COGO work for the Caltrans roads will improve horizontal accuracy of the land base.
- Update Palo Alto and Stanford parcel, street and address data (1x / year)
- Develop and implement data model of the existing transportation layers. Work with the Transportation Engineering staff to standardize the existing schema.
- Assign AssetIDs based on accepted standard
- Implement new DFIRM Data
- Improve the content for parcel characteristics i.e. new countywide TAZ, 2010 Census data, QC Living Units, add Year Built. Note: this will require purchasing the existing characteristic data from the county.
- Documentation. This task will include documenting all data for production and web, schemas, server structure. Create FDGC compliant metadata for all feature classes. Additionally document the process and procedures for updating the landbase. Documentation of existing web services that support the GIS Viewers.

Database Administration

- Manage Replicas and Synchronization between Production and Web Geodatabases
- Database Tuning, Version Maintenance/Oversight
- Feature data set validation and rule-based integrity analysis (e.g. geometric networks, topology rules, domain validation).
- Documentation.

GIS Web Development

The City has successfully migrated the GIS Web Viewer to the ArcGIS Server/Geocortex platform. Development work is ongoing and includes internal and public-facing websites. Projects and functionality we propose for the coming year include:

- Add integration for field and mobile applications such as the storm inlet inspection and sidewalk repair programs. The first workflow was recently completed and will likely expand and require additional functionality.
- Improve the Public Web Site: Add help tips, more integration with the City's web site, create a Current Projects Overlay with mouse-over capability and embedded images.
- Integrate with Laserfiche
- Develop workflows to allow users to 'Query by Subject Polygon' e.g. Give me a report of all parcels within the Downtown Specific Plan.
- Improved Search, Printing and Reporting work flows. Examples of requested functions:
- Custom reports of parcel and infrastructure.
- Aggregate reporting such as one report for a single parcel set
- Sub-Reports for sites with multiple addresses
- Improve Charting and Clustering for users
- Reconcile issues with common interest developments and secondary addresses with the public noticing functionality for Owner and Situs addressing; solve the problem for partial buffer selection.

Estimated cost: \$35,000