

**AMENDMENT NO. 1 TO CONTRACT NO. S24190818
BETWEEN THE CITY OF PALO ALTO AND INTEGRATED DESIGN 360, LLC. dba ID360**

This Amendment No. 1 (this “Amendment”) to Contract No. S24190818 (the “Contract” as defined below) is entered into as of April X, 2024, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and INTEGRATED DESIGN 360, LLC. dba ID360, a California corporation, located at 809 Laurel Street, #308, San Carlos, California 94070 (“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 updates to Title 16 of the Palo Alto Municipal Code, as detailed therein.

B. The Parties now wish to amend the Contract in order to add scope of work, tasks 3 through 4 and increase compensation by Eighty-Two Thousand Two Hundred Dollars (\$82,200) from Fifty Thousand Dollars (\$50,000) to a new total not to exceed compensation of One Hundred Thirty Eight Thousand Dollars (\$132,200).

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. S24190818 between CONSULTANT and CITY, dated March 7, 2024.
- 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 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 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 **One Hundred Twenty-Six Thousand Eight Hundred Ninety-Nine Dollars (\$126,899)**. 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.

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☒ 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 Thousand Three Hundred and One Dollars (\$5,301)** 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 **One Hundred Thirty-Two Thousand Two Hundred Dollars (\$132,200)**, 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 3. Section 12. “SUBCONTRACTING” of the Contract is hereby amended to read as follows:

“Subcontracts Authorized: Notwithstanding Section 11 (Assignment) above, CITY agrees that additional subcontractors may be used to complete the Services with prior approval, documented in writing, including Scope of Services, cost, and schedule of performances. The use

of subcontractors cannot increase compensation pursuant to Section 4 of this Agreement. At the time of this amendment, CONTRACTOR has identified the following SUBCONTRACTOR, which is authorized by the CITY:

TRC Engineers, Inc
6 Executive Circle, Suite 200
Irvine, CA 92614

CONSULTANT shall be responsible for directing the work of any subcontractors and for any compensation due to subcontractors. CITY assumes no responsibility whatsoever concerning compensation of subcontractors. CONSULTANT shall be fully responsible to CITY for all acts and omissions of subcontractors. CONSULTANT shall change or add subcontractors only with the prior written approval of the City Manager or designee."

SECTION 4. The following exhibit(s) to the Contract is/are hereby amended and added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which 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.

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

INTEGRATED DESIGN 360, LLC

Officer 1

By:  DocuSigned by:
ED1B90F59EE0455...

Name: Melanie Jacobson

Title: Principal

Officer 2 (Required for Corp. or LLC)

By:  DocuSigned by:
0024EE85F06445C...

Name: Cindy Mack

Title: Administrative Leader

Attachments:

Exhibit A – Scope of Services, Amendment No.1 (Added, Replaces Previous)

Exhibit B – Schedule of Performance, Amendment No.1 (Added, Replaces Previous)

Exhibit C – Compensation, Amendment No.1 (Added, Replaces Previous)

Exhibit A
SCOPE OF SERVICES, AMENDMENT NO.1
(AMENDED, REPLACES PREVIOUS)

Task 1 - Program Initiation & Project Management (Amendment No.1, Revision)

CONSULTANT will organize and attend a project definition conference call with CITY staff to discuss strategy and overall project. CONSULTANT will prepare a meeting agenda, attend the meeting, and deliver meeting minutes and a project schedule.

Project Kick-off

CONSULTANT will organize and attend a project Kick off with CITY staff to discuss the project scope, goals, timeline, and deliverables. CONSULTANT will prepare a meeting agenda, presentation, attend meeting, and deliver meeting minutes.

Progress Meetings

CONSULTANT will attend up-to 12 check-in and working meetings with CITY staff virtually or in person to discuss progress to date on the workplan and address any coordination items and technical requirements.

Task 2 - Develop Draft Policy Criteria (Amendment No.1, Revision)

CONSULTANT will create the outline of the policy language to be used as a baseline. The document will house the details of the possible model code language, the interested community organizations, educational aspects, compliance process, and related municipal code sections. The document will contain the relevant cost effectiveness results.

Policy Development, Cost-Effectiveness & Research Support

CONSULTANT will coordinate project content to align with the results of the cost-effectiveness study. SUBCONTRACTOR (CONSULTANT's contractor) will complete a cost-effectiveness study. CONSULTANT or SUBCONTRACTOR will perform policy research to support the changes to the policy criteria in the local municipal code. CONSULTANT or SUBCONTRACTOR will perform State and Federal policy research for amendment to the State code within the municipal code. CONSULTANT or SUBCONTRACTOR will communicate with State and Federal agency staff, as needed, regarding the evolving policy development direction.

Task 3 - Local Policy Adoption & State Agency Approval (Amendment No.1, Added)

CONSULTANT will deliver the Final Technical Policy Language to the project team and attend one meeting virtually or in-person with City Staff to finalize the regulation requirements in

coordination with the cost-effectiveness SUBCONTRACTOR. CONTRACTOR assumes and CITY agrees that the final code will be written and approved by the CITY's Attorney.

CONSULTANT will provide technical writing support to assemble the staff report for model code language and provide a presentation for the public hearing meeting. CONSULTANT will one City Council meeting in person and provide presentation support to CITY staff for code adoption. CONSULTANT assumes and CITY agrees that staff report is due six weeks prior to the public hearing meeting. CONSULTANT assumes the presentation is due two weeks prior to the public hearing meeting.

CONSULTANT will provide technical writing support to assemble a cover letter to be sent by CITY staff to the California Energy Commission (CEC). CONSULTANT will work with staff to obtain a wet signature to the City Council approved ordinance. The submittal to the CEC shall include the cover letter, staff report, ordinance with wet signatures, and the cost-effectiveness study. CONSULTANT will remain in regular communication with the CITY's Chief Building Official regarding obtaining notice of receipt from the CEC. CONSULTANT will work with staff to request assignment of a public comment period and preliminary CEC business meeting date.

CONSULTANT will provide technical support to CITY staff during the 15-day public comment period administered by the California Energy Commission. CONSULTANT will address, in writing, specific questions posed by the CEC and public during the comment period and before the Business Meeting.

CONSULTANT will attend the CEC Business Meeting, via conference call, to witness approval of local code and to be available to CEC staff immediately following the Business Meeting to address questions. Once approved by CEC, CONSULTANT will work with CITY staff to obtain formal letter from CEC for submission to the Building Standards Commission. CONSULTANT was to make CITY aware that it may take up to three (3) months to appear on California Energy Commission Business Meeting agenda. CONSULTANT assumes and CITY agrees that it may take up to ninety (90) days to complete this task to include waiting time to get on agenda.

Task 4 - Program Material Update (Amendment No.1, Added)

CONSULTANT will make updates to the program material and process guides for the 2022 Building Code Cycle. The program material to be updated is listed below.

CONSULTANT will update the Green Building & Energy Reach Code Verification forms. CONSULTANT will maintain two (2) Green Building Verification forms and two (2) Energy Reach Code Verification forms to reflect the 2022 state code changes and the local municipal code requirements. CONSULTANT will update the technical documents, consult with CITY staff on any requested updates, working with CITY staff to get the documents published, and consult with the Chief Building Official or designee for approval. CONSULTANT assumes and CITY agrees to one (1) round of revisions. CONSULTANT will deliver these electronically to CITY staff in PDF and Microsoft Excel formats.

CONSULTANT will update the Residential and Non-Residential GB-1 Sheets for 2022 Code Cycle. CONSULTANT will update the six (6) existing GB-1 sheets to incorporate the one margin code changes for the following project types: 1) Residential CalGreen Mandatory; 2) Residential CalGreen Tier 1; 3) Residential CalGreen Tier 2; 4) Non- Residential CalGreen Mandatory; 5) Non- Residential CalGreen Tier 1; 6) Non-Residential CalGreen Tier 2. CONSULTANT will provide technical updates, layout and formatting updates, and customizing each sheet to CITY staff requirements. CONSULTANT will deliver these electronically to CITY staff in PDF and Microsoft Excel formats.

CONSULTANT will update Residential and Non-Residential Standard Conditions for 2022 Code Cycle. CONSULTANT will provide technical updates to the Standard Conditions document for all revisions to the 2022 Green Building Code and the local municipal code. CONSULTANT will provide technical revisions, quality control, work with CITY staff to get the documents published on CITY's website and review any changes with CITY staff. CONSULTANT will deliver these electronically to CITY staff in PDF and Microsoft Excel formats.

CONSULTANT will update the Frequently Asked Questions document. CONSULTANT will update the technical content for the Frequently Asked Questions on the CITY's Green Building webpage. CONSULTANT will confer with CITY staff on any new Frequently Asked Questions requests. CONSULTANT will answer an addition of eight to ten (8-10) new questions that reflect new Frequently Asked Questions based on the 2022 code changes. CONSULTANT will deliver these electronically to CITY staff in Microsoft Word document and to support CITY staff to publish to the CITY's webpage.

CONSULTANT will provide updates to other program material for 2022 Building Code Cycle. CONSULTANT will make updates that include reference to new local or state code municipal code sections in the following documents only: Energy Reach Code Infeasibility Guidelines, GB-3 Non-Residential Commissioning Owners Project Requirements & Basis of Design, GB-4 Commissioning Plan, and EVSE Compliance Calculator.

Task 5 - Cost-Effectiveness Analysis (Amendment No.1, Added)

CONSULTANT to manage and coordinate between CITY and SUBCONTRACTOR for the completion of a cost-effectiveness analysis. SUBCONTRACTOR will complete up to ten (10) simulations of building files including a mix of single family, accessory dwelling units, and low-rise multi-family building types. CONSULTANT and SUBCONTRACTOR maintain appropriate characteristics already modeled and may need to make minor adjustments, and that the analysis effort will check for feasibility of reaching the required source energy margins, not re-evaluating the cost-effectiveness, as re-evaluation could be a separate project, with a separate scope of services and additional costs.

CONSULTANT and SUBCONTRACTOR will analyze multifamily and nonresidential results from existing statewide studies to identify Energy Policy and Conservation Act feasible source energy

margins for the CITY. CONSULTANT and SUBCONTRACTOR will provide writing and review support for the staff report, support for review/suggested changes to the draft ordinance language and support for CITY Council and CEC (if necessary) approval process.

EXHIBIT B
SCHEDULE OF PERFORMANCE, AMENDMENT NO.1
(AMENDED, REPLACES PREVIOUS)

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the Project Managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

Task	Month/Year Completion or As Specified Below
1. Program Initiation & Project Management	Ongoing/Daily
2. Develop Draft Policy Criteria	May 2024
3. Local Policy Adoption & State Agency Approval	August 2024
4. Program Material Update	July 2024
5. Cost-Effectiveness Analysis	June 2024

☒ Optional Schedule of Performance Provision for On-Call or Additional Services Agreements.

(This provision only applies if checked and only applies to on-call agreements per Section 1 or agreements with Additional Services per Section 4.)

The schedule of performance shall be as provided in the approved Task Order, as detailed in Section 1 (Scope of Services) in the case of on-call Services, or as detailed in Section 4 in the case of Additional Services, provided in all cases that the schedule of performance shall fall within the term as provided in Section 2 (Term) of this Agreement.

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

CITY agrees to compensate CONSULTANT for 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 rate schedule attached as Exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below, provided that the total compensation for the Services, including any specified reimbursable expenses, and the total compensation for Additional Services (if any, per Section 4 of the Agreement) do not exceed the amounts set forth in Section 4 of this Agreement.

CONSULTANT agrees to complete all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), 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.

BUDGET SCHEDULE

TASK	NOT TO EXCEED AMOUNT
Task 1 (Program Initiation & Project Management)	\$14,134
Task 2 (Develop Draft Policy Criteria)	\$30,565
Task 3 (Local Policy Adoption & State Agency Approval)	\$20,200
Task 4 (Program Material Update)	\$20,000
Task 5 (Cost-Effectiveness Analysis)	\$42,000
Sub-total for Services	\$126,899
Reimbursable Expenses (if any)	\$0.00
Total for Services and Reimbursable Expenses	\$126,899
Additional Services (if any, per Section 4)	\$5,301
Maximum Total Compensation	\$132,200

REIMBURSABLE EXPENSES

CONSULTANT'S ordinary business expenses, such as administrative, overhead, administrative support time/overtime, information systems, software and hardware, photocopying, telecommunications (telephone, internet), in-house printing, insurance and other ordinary business expenses, are included within the scope of payment for Services and are not reimbursable expenses hereunder.

Reimbursable expenses, if any are specified as reimbursable under this section, will be

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reimbursed at actual cost. The expenses (by type, e.g. travel) for which CONSULTANT will be reimbursed are: **NONE** up to the not-to-exceed amount of: **\$0.00**.

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

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges, if specified as reimbursable, will be reimbursed at actual cost.

All requests for reimbursement of expenses, if any are specified as reimbursable under this section, shall be accompanied by appropriate backup documentation and information.