

**AMENDMENT NO. 1 TO CONTRACT NO. C21181223A
BETWEEN THE CITY OF PALO ALTO AND INTEGRATED DESIGN 360, LLC. dba ID360**

This Amendment No. 1 (this "Amendment") to Contract No. C21181223A (the "Contract" as defined below) is entered into as of June 3, 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 extend the term by six months, increase compensation by One Hundred Thousand Dollars (\$100,000) from Seven Hundred Fifty Thousand Dollars (\$750,000) to a new total not to exceed compensation of Eight Hundred Fifty Thousand Dollars (\$850,000).

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. C21181223A between CONSULTANT and CITY, dated May 14, 2021.
- 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 December 31, 2024, 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:

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 **Eight Hundred Fifty Thousand Dollars (\$850,000)**. 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.

SECTION 4. 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.

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 5. The following exhibit(s) to the Contract is/are hereby amended, 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:

- 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

INTEGRATED DESIGN 360, LLC

Officer 1

By: 
Name: Melanie Jacobson
Title: Principal
melanie@integrateddesign360.com

Officer 2

By: 
Name: Cindy Mack
Title: Administrative Leader
cindy@integrateddesign360.com

Attachments:

- Exhibit B – Schedule of Performance, Amendment No.1 (Amended, Replaces Previous)
- Exhibit C – Compensation, Amendment No.1 (Amended, Replaces Previous)
- Exhibit C-1 – Schedule of Rates, Amendment No. (Amended, Replaces Previous)

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. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed (“NTP”) from the CITY.

Tasks	Description	Completion Number of Days/Weeks (as specified below) from NTP
Task 1	Ongoing Development and Administration of the Green Building and Energy Reach Code Program	December 31, 2024
Task 2	Sustainability and Program Metrics Management and Reporting	December 31, 2024
Task 3	Green Building and Energy Reach Code Training	December 31, 2024
Task 4	Green Building and Energy Reach Code Policy Review and Creation	December 31, 2024
Task 5	Ongoing Development and Administration of the Green Building Special Inspector Program	December 31, 2024
Task 6	Sustainability Implementation Plan Support	December 31, 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 to Task 6	\$850,000.00
Sub-total for Services	\$850,000.00
Reimbursable Expenses (if any)	\$0.00
Total for Services and Reimbursable Expenses	\$850,000.00
Additional Services (if any, per Section 4)	\$0.00
Maximum Total Compensation	\$850,000.00

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 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**.

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

CONSULTANT's schedule of rates is as follows:

ID360 Rates:

Position/Title	FY2022 Rates	FY2023 Rates	FY2024 Rates	FY2025 Rates
Principal	\$205.00	\$212.00	\$218.00	\$246.00
Program Manager	\$168.00	\$173.00	\$178.00	\$201.00
Project Manager II	\$130.00	\$134.00	\$138.00	Not Applicable
Project Manager I	\$107.00	\$110.00	\$113.00	Not Applicable
Technician	\$91.00	\$93.00	\$96.00	Not Applicable

Position/Title	FY2025 Rates
Associate Principal	\$232.00
Project Manager	\$128.00
Associate	\$109.00

CITY and CONSULTANT may at any time mutually agree to add new position titles, rates, and adjust listed rates so long as the changes do not increase the not to exceed amount as noted in Section 4 of the Agreement. CONSULTANT will apply a twenty percent (20%) mark up to SUBCONTRACTOR invoices.