

**AMENDMENT NO. 3 TO CONTRACT NO. C17165953  
BETWEEN THE CITY OF PALO ALTO AND  
ROSSDRULISCUSENBERY ARCHITECTURE, INC.**

This Amendment No. 3 (this "Amendment") to Contract No. C17165953 (the "Contract" as defined below) is entered into as of May 15, 2023, by and between the **CITY OF PALO ALTO**, a California chartered municipal corporation ("CITY"), and **ROSSDRULISCUSENBERY ARCHITECTURE, INC.**, a California corporation, located at 18294 Sonoma Highway, Sonoma, CA 95476 ("CONSULTANT"). CITY and CONSULTANT are referred to collectively herein as the "Parties".

**RECITALS**

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of professional design and environmental services for a new Public Safety Building (PSB) and a new Parking Garage, as detailed therein.

B. The Parties entered into Amendment No. 1 to provide an additional Scope of Services under the Contract, increase the Compensation, and extend the Contract term, as detailed therein.

C. The Parties entered into Amendment No. 2 to provide an additional scope of services under the Contract and to increase the compensation by Two Hundred Eighty-Three Thousand Four Hundred Ten Dollars (\$283,410), from Eight Million Seven Hundred Fifty-Four Thousand One Hundred Ninety-Eight Dollars (\$8,754,198) to Nine Million Thirty-Seven Thousand Six Hundred Eight Dollars (\$9,037,608), as detailed therein.

C. The Parties now wish to amend the Contract in order to provide additional services under the Contract and to increase the compensation by Six Hundred Eighty-Seven Thousand Five Hundred (\$687,500), from Nine Million Thirty-Seven Thousand Six Hundred Eight Dollars (\$9,037,608) to Nine Million Seven Hundred Twenty-Five Thousand One Hundred Eight Dollars (\$9,725,108), 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. C17165953 between CONSULTANT and CITY, dated December 12, 2016, as amended by:

Amendment No.1, dated February 1, 2021

Amendment No. 2, dated August 30, 2021

*Vers.: Aug. 5, 2019*

- 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 1, "SCOPE OF SERVICES," of the Contract is hereby amended to read as follows:

"CONSULTANT will perform the Services described in Exhibit "A," Exhibit "A-1," Exhibit "A-2," and Exhibit "A-3" in accordance with the terms and conditions contained in this Agreement, to the reasonable satisfaction of CITY."

SECTION 3. SECTION 4, "COMPENSATION," of the Contract is hereby amended to read as follows:

"4.1 Basic Services. The compensation to be paid by CITY to CONSULTANT for performance of the Services (also referred to in this Agreement as the "Basic 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 Million Seven Hundred Sixty-Five Thousand Five Hundred Eighteen Dollars (\$8,765,518)**. CONSULTANT agrees to complete all Basic Services, including specified reimbursable expenses, within this amount.

4.2 Additional Services. In addition to the not-to-exceed compensation specified above, CITY has set aside the not-to-exceed compensation amount of **Nine Hundred Fifty-Nine Thousand Five Hundred Ninety Dollars (\$959,590)** 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 **Nine Million Seven Hundred Twenty-Five Thousand One Hundred Eight Dollars (\$9,725,108)**, 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, Exhibit A-1, Exhibit A-2, and Exhibit A-3. 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 E, 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.

4.3 Rate Schedule. The applicable rates and schedule of payment are set forth in Exhibit "C-1", entitled "Schedule of Rates" ("Rate Schedule"). CONSULTANT is not entitled to compensation for any Services performed or reimbursement for expenses incurred to the extent that payment would result in a total exceeding the maximum amount of compensation set forth herein."

SECTION 5. The following exhibits to the Contract are hereby deleted and replaced in the entirety, or added, as indicated below, to read as set forth in the attachments to this Amendment, which are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A-3" entitled "SCOPE OF SERVICES, AMENDMENT No. 3," ADDED.
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT No. 3," AMENDED, REPLACES PREVIOUS.
- b. Exhibit "C" entitled "COMPENSATION, AMENDMENT No. 3," AMENDED, REPLACES PREVIOUS.

SECTION 6. 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 7. 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**

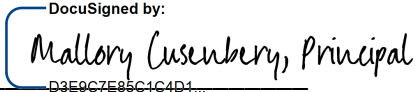
\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:


\_\_\_\_\_  
City Attorney or Designee

**ROSSDRULISCUSENBERY  
ARCHITECTURE, INC.**

**Officer 1**

By:   
D3E9C7E85C4C4D1...  
Name: Mallory Cusenbery, Principal  
Title: Principal

**Officer 2**

By:   
6387045E3BDD474...  
Name: Michael Ross, CEO  
Title: CEO

**Attachments:**

Exhibit "A-3": SCOPE OF SERVICES, AMENDMENT NO. 3 (ADDED)

Exhibit "B": SCHEDULE OF PERFORMANCE, AMENDMENT NO. 3 (AMENDED, REPLACES PREVIOUS)

Exhibit "C": COMPENSATION, AMENDMENT NO. 3 (AMENDED, REPLACES PREVIOUS)

**EXHIBIT "A-3"**  
**SCOPE OF SERVICES, AMENDMENT NO. 3**  
**(ADDED)**

CONSULTANT will provide the Services detailed in this Exhibit "A-3" in addition to the Services detailed under Exhibit "A", Exhibit "A-1", and Exhibit "A-2" of this Agreement.

Additional Scope of Work related to Task B.5 (PSB Construction Administration and Closeout):

- a. Perform extended Construction Administration services to cover extra days granted to the General Contractor through September 30, 2023
- b. Perform additional construction phase Building Information Modeling (BIM) coordination with the General Contractor
- c. Accommodate increased review of material substitutions and accelerated review of submitted products to mitigate excessive instances of specified products being discontinued and products having extremely long procurement times due to supply chain impacts
- d. Resolve construction issues due to General Contractor errors where deductions to the construction contract were made to offset design team costs
- e. Assist with storm-related damage assessments due to the extreme weather events that occurred near the end of 2022 and in early 2023.

**EXHIBIT "B"**  
**SCHEDULE OF PERFORMANCE, AMENDMENT NO. 3**  
**(AMENDED- REPLACES PREVIOUS)**

Consultant must perform the Services to complete each milestone within the date specified below, measured from the date of City's issuance of the Notice to Proceed (NTP) with the Services. The time to complete each milestone may be increased or decreased by mutual written agreement of Consultant and City so long as all Services are completed within the Term of the Agreement. Consultant must provide a detailed schedule of Services consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

<b>Milestones</b>	<b>Target Completion Date</b>
Task A.1: PSB Preliminary Design - CEQA / EIR	December 2017
Task B.1: PSB Schematic Design	September 2018
Task B.2: PSB Design Development	March 2019
Task B.3: PSB Permit Set / Construction Documents	December 2019
Task B.4: PSB Project Bidding and Award	September 2020
Task B.5: PSB Construction Administration and Closeout	September 2023
Task C.1: Garage Preliminary Design – CEQA / EIR	December 2017
Task C.2: Garage Schematic Design	February 2018
Task C.3: Garage Design Development	March 2018
Task C.4: Garage Permit Set / Construction Documents	May 2018
Task C.5: Garage Project Bidding and Award	October 2018
Task C.6: Garage Construction Administration and Closeout	August 2020
Task E.2: PSB Threat Assessment (Predesign)	January 2018
Task E.4: PSB Programming Services for Technical Systems	January 2018
Task E.6: PSB Fixtures, Furniture and Equipment Design and Procurement Documents	March 2020
Task E.7: PSB Commissioning (Cx)	June 2023

**EXHIBIT "C"**  
**COMPENSATION, AMENDMENT NO. 3**  
**(AMENDED, REPLACES PREVIOUS)**

The CITY agrees to compensate the CONSULTANT for Services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below, or as further specified in each Task Order approved by the CITY pursuant to this Agreement. Compensation shall be calculated based on the hourly rate schedules attached as Exhibit C-1 up to the not-to-exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work in 3 phases as outlined and budgeted below. The CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation does not exceed the amounts set forth in Section 4 (Not to Exceed Compensation) of this Agreement. Each phase requires a separate written Notice-to-Proceed (NTP). Phases 2 and 3 will be authorized at CITY's discretion, and upon approval of environmental review and budget for the project.

*(CONTINUED ON THE NEXT PAGE.)*

**BUDGET SCHEDULE****NOT TO EXCEED AMOUNT**

<b>BASIC SERVICES (TASK)</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>
<b>Task A.1: PSB Preliminary Design - CEQA / EIR</b>	\$242,696		
<b>Task B.1: PSB Schematic Design</b>	\$495,700		
<b>Task B.2: PSB Design Development</b>	\$856,210		
<b>Task B.3: PSB Permit Set / Construction Documents</b>		\$2,966,336	
<b>Task B.4: PSB Project Bidding and Award</b>		\$90,127	
<b>Task B.5: PSB Construction Administration and Closeout</b>			\$2,050,973
<b>Task C.1: Garage Preliminary Design – CEQA / EIR</b>	\$121,347		
<b>Task C.2: Garage Schematic Design</b>	\$142,607		
<b>Task C.3: Garage Design Development</b>	\$190,143		
<b>Task C.4: Garage Permit Set / Construction Documents</b>		\$528,367	
<b>Task C.5: Garage Project Bidding and Award</b>		\$19,014	
<b>Task C.6: Garage Construction Administration and Closeout</b>			\$512,220
<b>Task E.2: PSB Threat Assessment (Predesign)</b>	\$47,634		
<b>Task E.4: PSB Programming Services for Technical Systems</b>	\$34,164		
<b>Task E.6: PSB Fixtures, Furniture and Equipment (FF&amp;E) Design and Procurement Documents</b>		\$287,622	
<b>Task E.7: PSB Commissioning (Cx)</b>			\$27,173
<b>Additional Excess Insurance Coverage</b>	\$25,000		



<b><u>BASIC SERVICES (TASK)</u></b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>ROW TOTALS</b>
<b>TOTAL BASIC SERVICES</b>	\$2,155,501	\$3,891,466	\$2,590,366	\$8,637,333
<b>REIMBURSABLES</b>	\$128,185			\$128,185
<b>SUBTOTAL (BASIC SERVICES &amp; REIMBURSABLES)</b>	\$2,283,686	\$3,891,466	\$2,590,366	\$8,765,518
<b>ADDITIONAL SERVICES</b>	\$637,090		\$322,500	\$959,590
<b>TOTAL NOT-TO-EXCEED AMOUNT</b>	\$2,920,776	\$3,891,446	\$2,912,866	\$9,725,108

### **REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or 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 will reimburse CONSULTANT for the following expenses at cost, provided that the expenses were reasonably and necessarily incurred solely for providing the Services:

A. Travel outside the San Francisco Bay Area, including transportation and meals, will be reimbursed at actual cost subject to limits of the CITY's policy for reimbursement of travel and meal expenses for CITY employees.

B. Long distance telephone service charges, cellular phone service charges, overnight delivery, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses must be accompanied by appropriate documentation of the claimed expenditure, such as written receipts. Any expense anticipated to be more than \$500 must be approved in writing in advance by the CITY's Project Manager.