

First

Amendment to Master City of San José Consultant Agreement

(Non-Capital Projects)

Second

Consultants Name: David J. Powers & Associates, Inc.

Third

(Master Agreement AC No. 662471)

This Amendment to the Master Agreement is made and entered into this _____ day of _____, 2020. The City and the Consultant amend the above-referenced agreement as set forth herein.

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1. Capitalized words in this Amendment have the same meaning as in the Master Agreement.
 2. The provisions of this Master Agreement (including any previous amendments) not modified by this Amendment remain in full force and effect.
 3. The provisions of this Amendment are effective upon execution of the Amendment by both parties.
 4. **Agreement Term:** Section 2 is amended to extend the expiration date from June 30, 2020 to June 30, 2023.
 5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$1,250,000 to \$1,850,000.
 6. **Agreement Section(s):** Section 10.2.2 is amended to read as set forth in Attachment A of the Amendment.
 7. **Schedule of Rates and Charges – Exhibit B:** The original First Revised Second Revised Exhibit B is amended to read as set forth in the attached First Second Third Revised Exhibit B, which is incorporated by reference into this Amendment.
 8. **Schedule of Specific Services – Exhibit D:** The original First Revised Second Revised Exhibit D is amended to read as set forth in the attached First Second Third Revised Exhibit D, which is incorporated by reference into this Amendment.
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DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

Consultant

By _____

Name: Toni Taber **Date**
Title: City Clerk

By _____

Name: **Date**
Title:

Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney.

(The Maximum Total Compensation, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

Approved as to Form:

By _____

Name: **Date**
Title:

Kevin Fisher **Date**
Chief Deputy City Attorney

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- First**
- Second**
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Attachment A
Agreement Provision Amendment(s)
(Non-Capital Projects)

This Attachment A is an attachment to the First Second Third amendment to Master Agreement.

The Section set forth in the original Master Agreement, or in any previous amendment to the original Master Agreement, is amended as follows:

“10.2.2 Changes to Schedule of Rates and Charges: The City agrees to discuss and consider adjustments to the Schedule of Rates and Charges. Increases may be approved at the City’s sole discretion. In the event City and Consultant agree to change the Schedule of Rates and Charges, such changes shall be memorialized in an amendment to this Master Agreement. Notwithstanding the foregoing, the maximum total compensation under this Master Agreement shall not exceed that amount set forth under **Section 10.1.1.**”

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- First**
 Second
 Third

Revised Exhibit B: Schedule of Rates and Charges

(Airport Non-Capital Project)

This revised Exhibit B is an attachment to the First Second Third amendment to Master Agreement.

The rates and charges set forth in the original Exhibit B, or in any previous amendment to the original Exhibit B, are amended as follows:



CHARGE RATE SCHEDULE¹

<u>Title</u>	<u>Hourly Rate</u>
Senior Principal	\$ 300.00
Principal Project Manager	\$ 275.00
Senior Environmental Specialist	\$ 240.00
Senior Project Manager	\$ 215.00
Environmental Specialist	\$ 200.00
Biologist	\$ 190.00
Project Manager	\$ 190.00
Associate Project Manager	\$ 160.00
Assistant Project Manager	\$ 130.00
Researcher	\$ 115.00
Draftsperson/Graphic Artist	\$ 120.00
Document Processor/Quality Control	\$ 110.00
Administrative Manager	\$ 110.00
Office Support	\$ 95.00

Materials and mileage shall be reimbursed in accordance with Section 10.5 of the Master Agreement.
Outside services and consultants shall be compensated in accordance with Sections 10.5 and 10.6 of the Master Agreement.
Rate adjustments are subject to the terms set forth Section 10.2.2 of the Master Agreement.

¹ David J. Powers & Associates, Inc. (DJP&A) provides regular, clear, and accurate invoices, in accordance with normal company billing procedures. The cost estimate prepared for this project does not include special accounting or bookkeeping procedures, nor does it include preparation of extraordinary or unique statements or invoices. If a special invoice or accounting process is requested, the service can be provided on a time and materials basis. Any fees charged to DJP&A for Client's third-party services related to invoicing, insurance

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