

Amendment to Standard City of San José Consultant Agreement
(Capital Projects)

- First**
- Second**
- Third**

Consultant's Name: Cal Engineering & Geology, Inc.

(CPMS Contract No. 8721)
(Standard Agreement AC No. 29740)

This Amendment is made and entered into this _____ day of _____, 2020. The City and 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 Agreement.
 2. The provisions of this Agreement and 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.
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4. **Agreement Term:** Subsection 2.1 is amended to extend the expiration date from December 31, 2020 to December 31, 2022.
 5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$545,222 to \$673,222.
 6. **Agreement Section(s):**
Section(s) _____ is/are amended to read as set forth in Attachment A of the Amendment.
 7. **Scope of Basic Services – Exhibit A:** The original First Revised Second Revised Exhibit A is amended to read as set forth in the attached First Second Third Revised Exhibit A, which is incorporated by reference into this Amendment.
 8. **Compensation – 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.
 9. **Additional Service:** The Consultant is authorized to perform the Additional Services set forth in the attached Additional Services Exhibit, which is incorporated by reference into this Amendment.
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Revised Exhibit A: Scope of Basic Services
(Capital Project)

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

The tasks set forth in the original Exhibit A, or in any previous amendment to the original Exhibit A, are amended as follows:

A new task is added to be numbered and to read as follow:

Task No. 21: ADA Compliance

- A. **Services:** Consultant will incorporate ADA elements into the Project design.
- B. **Deliverable:** No new deliverables are planned. Existing 65% plans and related environmental permitting documents will be updated to include ADA design elements. 95% and 100% plans will also include ADA design elements.]
- C. **Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:
 - On or before the following date: December 31, 2021.
 - On or before _____ Business Days from _____.

First **Second** **Third** **Revised Exhibit B: Compensation (Capital Projects)**

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

Section 1 of Exhibit B, entitled "Compensation Table," is revised to add the following compensation for new Task 21.

Section 1 – Compensation Table

Part 1 – Compensation for Basic Services			
Column 1	Column 2	Column 3	Column 4
Task Nos.	Basis of Compensation	Invoice Period	Compensation
21	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$127,000
Part 2 – Reimbursable Expenses			
<input type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input checked="" type="checkbox"/> Expenses are separately reimbursable in accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is:	\$1,000
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/> The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are <i>not</i> separately compensable.		<input type="checkbox"/> Subconsultant costs are separately compensable in accordance with Subsection 10.6 of the Agreement. The maximum amount of compensation for subconsultant costs is:	\$0
Part 4 – Additional Services			
<input checked="" type="checkbox"/> No money is budgeted for Additional Services, and the Director can not authorize any Additional Services.		<input type="checkbox"/> The Director may authorize the Consultant to perform Additional Services up to the following maximum amount:	\$0
Maximum Total Compensation (sum of Parts 1 through 4):			\$128,000