

**First Amendment to
Master City of San José Consultant Agreement
(Capital Projects)**

Consultant's Name: Wood Rodgers, Inc.

**(CPMS Contract No. 10368)
(Master Agreement AC No. 34826)
Original Records Database Contract No.: OC-008367**

This Amendment is made and entered into on the date that it is fully executed by the Parties ("Contract Date"). 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.
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4. **Agreement Term:** Section 2 is amended to extend the expiration date from June 30, 2027 to June 30, 2029.
 5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$500,000 to \$1,700,000.
 6. **Agreement Section(s):** Section(s) _____ is/are amended to read as set forth in Attachment A of the Amendment.
 7. **Schedule of Rates and Charges – Exhibit B:** The original _____ Revised Exhibit B is amended to read as set forth in the attached First Revised Exhibit B, which is incorporated by reference into this Amendment.
 8. **Consultant's Name Change:** Effective [insert date], the Consultant changed its name from [insert Consultant's former name] to [insert Consultant's current name], and remains the same legal entity bound by the terms and conditions of the Agreement. All references in the Agreement to [insert Consultant's former name] shall be deemed references to [insert Consultant's current name].
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This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

Consultant

By {{__signer4}}

By {{__signer1}}

Name: Toni Taber
Title: City Clerk

Name: Mark Rayback
Title: President

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.)

By {{__signer2}}

Approved as to Form:

{{__signer3}}

Name: Andy Durling
Title: Secretary

Name: Arlene Silva
Title: Senior Deputy City Attorney

Attachment A

Agreement Provision Amendment(s) (Capital Project)

This Attachment A is an attachment to the First Amendment to Master Agreement.

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

2. AGREEMENT TERM

The term of this Master Agreement is from the Contract Date to June 30, 2029, inclusive, unless terminated earlier pursuant to Section 19 below.

10. COMPENSATION

10.1 Maximum Compensation: There is a maximum compensation for this Agreement and a separate maximum compensation for each Approved Service Order.

10.1.1 Maximum Total Compensation – Agreement: The maximum *total, aggregate* compensation the City will pay the Consultant for all professional fees, costs and expenses for all Approved Service Orders issued under this Master Agreement shall not exceed \$1,700,000 (“Maximum Total Compensation”).

10.1.2 Maximum Compensation – Service Order: The cover page of each Approved Service Order will specify the maximum amount payable to the Consultant for all professional fees, costs and expenses related to the Consultant providing the Work (“Maximum Service Order Compensation”). The Consultant shall complete all Work required by the Approved Service Order for no more than the Maximum Service Order Compensation.

**Revised Exhibit B: Schedule of Rates and Charges
 (Capital Project)**

This revised Exhibit B is an attachment to the First 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:

**Wood Rodgers, Inc.
 Rate Schedule**

Name/Job Title/Classification	Billing Rate (\$/hour)
Principal Engineer/Surveyor/Planner/GIS II	\$372.98
Principal Engineer/Surveyor/Planner/GIS I	\$353.85
Senior Engineer/Surveyor/Planner/GIS II	\$286.92
Senior Engineer/Surveyor/Planner/GIS I	\$277.34
Project Engineer/Surveyor/Planner/GIS II	\$219.96
Project Engineer/Surveyor/Planner/GIS I	\$206.89
Engineer/Surveyor/Planner/GIS II	\$188.97
Engineer/Surveyor/Planner/GIS I	\$175.05
Assistant Engineer/Surveyor/Planner/GIS	\$115.37
Designer	\$88.64
Senior CAD Technician/Graphics Designer II	\$214.25
Senior CAD Technician/Graphics Designer I	\$182.11
CAD Technician/Graphics Designer	\$155.33
Project Coordinator	\$147.20
Administrative Assistant	\$128.55
Construction Manager	\$369.57
1 Person Survey Crew	\$167.85
2 Person Survey Crew	\$335.70
3 Person Survey Crew	\$503.56
Subconsultants	Actual Cost Plus 5%

Mailings, shipping, delivery, blueprints, printing, reproductions, and outside graphic services will be charged at actual cost as described in Section 10.5.3 of the Master Consultant Agreement.

Auto mileage will be charged as described in Section 10.5.3 of the Master Consultant Agreement. Mileage and other travel-related expenses must have written pre-authorization from the City's contract manager.