

First

**Amendment to Master Consultant Agreement – RWF
Capital Projects**

Second

Third

Consultants Name: __Brown and Caldwell _____

**(CPMS Contract No. 7758)
(Master Agreement AC No. 28019)**

This Amendment to the Master Agreement is made and entered into this _____ day of _____, 2023. 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 December 31, 2023 to March 31, 2027.
 5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$7,700,000 to \$9,640,000
 6. **Agreement Section(s):** Sections 1.1 Agreement Scope (General) and 20.3 Notices (To Whom Given) are amended to read as set forth in Attachment A of this Amendment.
 7. **Basis of Compensation – Exhibit B:** The original First Revised Second Revised Third 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.

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

City of San José

Consultant

By {{{__signer#}}}

By {{{__signer#}}}

Name: Tony Taber
Title: City Clerk

Name: Jeff Kivett
Title: Vice 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 {{{__signer#}}}

Approved as to Form:

{{{__signer#}} }

Name: Rosalía Burgueño Tapia
Title: Sr. Deputy City Attorney

Name: [Insert Name.]
Title: [Insert Title of Signature.]

First

Attachment A

Second

Agreement Provision Amendment(s)

Third

(Capital Projects)

This Attachment A is an attachment to the First Second Third 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:

1. AGREEMENT SCOPE

- 1.1** **General:** The Consultant will provide professional consulting services to the City on an as-needed basis pursuant to individual service orders issued in accordance with the terms and conditions of this Master Agreement. The type of professional consulting services the Consultant will provide can be described generally as: Owner's advisor services related to progressive design-build procurement and oversight during design and construction; supporting engineering; project management; construction management; and post-construction services necessary to successfully complete the Digested Sludge Dewatering Facility Project ("Project").

20. NOTICES

- 20.3** **To Whom Given:** All notices and other communications between the parties regarding a specific Approved Service Order must be given to the project managers identified in the Approved Service Order. All notices and other communications between the parties regarding the Master Agreement must be given to the individuals identified below using the appropriate contact information for giving notice:

To the City: City of San José
Environmental Services Department,
Attn: Alicia Alba
700 Los Esteros Road
San Jose, CA 95134
(408) 635-4003
alicia.alba@sanjoseca.gov

To the Consultant: Brown and Caldwell
Attn: Angela MacKinnon
201 N Civic Drive, Suite 300
Walnut Creek, CA 94596
(925) 937-9010
amackinnon@brwncald.com