

☒ **First** **Amendment to Master City of San José Consultant Agreement**

(Non-Capital Projects)

☐ **Second**

Consultants Name: ICF Jones & Stokes, Inc.

☐ **Third**

(Master Agreement AC No. 661385)

This Amendment to the Master Agreement is made and entered into this _____ day of _____, 2019. 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 _____ to _____.
 5. ☒ **Maximum Total Compensation:** Subsection 10.1 is amended to ☒ Increase ☐ Decrease the Maximum Total Compensation from \$500,000 to \$1,500,000.
 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 ☐ 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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This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

By _____
Name: Toni J. Taber, CMC
Title: City Clerk

Date

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:

Kevin Fisher
Chief Deputy City Attorney

Date

Consultant

By Victoria H. White
Name: Robert F. Toth
Title: Senior Vice President, Contracts & Administration
Date 5/14/19
Sr. Contracts Admin.; by the authority delegated by Robert F. Toth, SVP Contracts and Administration

By _____
Name: _____
Title: _____
Date: _____

☒ **First**

Revised Exhibit B: Schedule of Rates and Charges

☐ **Second**

(Non-Capital Project)

☐ **Third**

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:

CONSULTANT'S HOURLY RATES BY CLASSIFICATION:

ICF Staff Classification	Proposed Staff	Hourly Rate
Vice President	Nick Davidson, Eliot Lees	\$310
Principal	Richard Batty, Stephen Freibrun, Edward Shelswell-White, Mark Diamond	\$285
Senior Manager/Senior Aviation Management Consultant	Rachel Shulman, Dan Tirpack, Alan Gluck, Austin Horowitz	\$260
Aviation Consultant	Sean Lee, Anala Ravinarayan	\$230
Aviation Consulting Analyst	Michael Fier, Ruifeng Gu, Ekin Bakkal	\$200
Graphics	Julie Miller	\$100

SUBCONSULTANT'S HOURLY RATE:

DWU Consulting, LLC	Proposed Staff	Hourly Rate
Associate Director	Dafang Wu	\$240
	Wenwen Zhang	\$180

JLL	Proposed Staff	Hourly Rate
Executive Vice President	Tony Peterman	\$375
Senior Vice President	Megan Schmollinger	\$275
Vice President	Eric Gorenstein	\$250
Vice President	Robert Onckem	\$250
Analyst	Ryan Grosso	\$175

SASI	Proposed Staff	Hourly Rate
	Stan Wraight	\$328
	Ralph Goetz	\$217

BOND FEASIBILITY STUDY

CITY AND CONSULTANT agree that the fixed fee for the Bond Feasibility Study ("Study") shall be ONE HUNDRED SIXTY-ONE THOUSAND DOLLARS (\$161,000), which shall compensate CONSULTANT for all deliverables, professional services, and additional services (if any) for all tasks required to complete the Study, as shall be further described in a Service Order under this Master Consultant Agreement. Any work performed for which payment would result in a total exceeding the fixed-fee amount set forth herein shall be at no cost to CITY. CITY AND CONSULTANT further agree that payment to CONSULTANT of the fixed-fee shall be made upon the satisfactory completion of the Study, as determined by the Director or designee, and that the invoicing schedule shall also be set forth under said Service Order.