

- First
- Second
- Third

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

David Paul Rosen & Associates

(Standard Agreement AC No. 28905)

This Amendment is made and entered into this _____ day of _____, 2019. The City and Consultant amend the above-reference agreement as set forth herein.

1. Capitalized words in this Amendment have the same meaning as in the Agreement.
2. The provisions of this 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:** Subsection 2.1 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 \$320,000 to \$400,000.
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 Services:** 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.

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

City of San José

By _____

LeLand Wilcox
Chief of Staff
Office of the City Manager

Date

Consultant

By _____

David Rosen
Individual doing business as
David Paul Rosen & Associates

Date

Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney.

(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

Date

Chief Deputy City Attorney

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

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

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
1	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	Up to \$56,000 or other amount within contract cap, as approved in writing by the Director of Housing or designee
2	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$Up to \$334,500 or other amount within contract cap, as approved by the Director of Housing or designee
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:			
			\$9,500

Form Name: Amendment to Standard Consultant Agreement (Non-Capital Projects)
Revised Exhibit B: Compensation
Form/File No.: 1348130/T-32026
City Attorney Approval Date: September 2016

Part 3 – Subconsultant Costs

The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are **not** separately compensable. Subconsultant costs are separately compensable in accordance with Subsection 10.6 of the Agreement. The maximum amount of compensation for subconsultant costs is: \$

Part 4 – Additional Services

No money is budgeted for Additional Services, and the Director cannot authorize any Additional Services. The Director may authorize the Consultant to perform Additional Services up to the following maximum amount: \$

Maximum Total Compensation (sum of Parts 1 through 4): \$400,000

Section 2 – Schedule of Rates and Charges

Omitted. No Schedule of Rates and Charges is included because the City will not be compensating the Consultant for any Basic Services on a "time & materials" basis.

The following is the Schedule of Rates and Charges applicable to this Agreement:

Title	Hourly Rate
Principal I	\$375
Principal II	\$345
Senior Associate	\$320
Associate	\$285
Research Associate I	\$255
Research Associate II	\$250
Date Entry, Word Processing, Admin Assistance, Accounting	\$120