

- ☐ First  
☒ Second  
☐ Third

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

Consultants Name: PlaceWorks

(CPMS Contract No. 8069)  
(Master Agreement AC No. 27387)

This Amendment to the Master Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_. The City and the Consultant amend the above-referenced agreement as set forth herein.

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, 2019 to December 31, 2020.
5. ☐ **Maximum Total Compensation:** Subsection 10.1 is amended to ☐ Increase ☐ Decrease the Maximum Total Compensation from \$\_\_\_\_\_ to \$\_\_\_\_\_.
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 ☐ 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**

By \_\_\_\_\_

Name: Toni Taber  
Title: City Clerk

Date

**Consultant**

By  10-28-19

Name: Keith McCann  
Title: Chief Executive Officer

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:**  11-7-2019  
Sr. Deputy City Attorney Date

By \_\_\_\_\_

Name: \_\_\_\_\_ Date  
Title: \_\_\_\_\_

☒ **First**

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## Revised Exhibit B: Schedule of Rates and Charges

(Capital Project)

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:



## 2019 STANDARD FEE SCHEDULE and Other Direct Costs

### Hourly Rates by Staff Level

STAFF LEVEL	HOURLY BILL RATE
Principal	\$215–\$335
Associate Principal	\$185–\$230
Senior Associate/Senior Scientist	\$165–\$210
Associate/Scientist	\$135–\$180
Project Planner/Project Scientist	\$105–\$135
Planner/Assistant Scientist	\$95–\$110
Graphics Specialist	\$65–\$160
Administrator	\$145–\$195
Clerical/Word Processing	\$45–\$140
Intern	\$75–\$95

Mileage reimbursement rate is the standard IRS-approved rate.

Last Update: 2019-01-09

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On October 28, 2019 before me, Jennifer Martinez  
(insert name and title of the officer)

personally appeared Keith McCann,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Martinez (Seal)

