

- ☐ First
☐ Second
☐ Third
☐ Fourth
☒ Fifth

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

Consultant's Name: Skipstone LLC

(Standard Agreement AC No. 30015)

This Amendment is made and entered into this _____ day of _____, 202____. 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 June 30, 2021 to December 31, 2021
5. ☒ **Maximum Total Compensation:** Subsection 10.1 is amended to ☒ Increase ☐ Decrease the Maximum Total Compensation from \$320,000 to \$430,000
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 ☐ Third Revised ☒ Fourth Revised Exhibit B is amended to read as set forth in the attached ☐ First ☐ Second ☐ Third Revised ☐ Fourth Revised ☒ Fifth 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 _____

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

Date

Consultant

By _____

Name: A.P. Hurd
Title: Principal


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:**



Jeremy Chan (Mar 17, 2021 15:06 PDT)
Chief Deputy City Attorney

Mar 17, 2021

Date

☐ First ☐ Second ☐ Third ☐ Fourth ☒ **Fifth Revised Exhibit B: Compensation** (Non-Capital Projects)

This revised Exhibit B is an attachment to the ☐ First ☐ Second ☐ Third ☐ Fourth ☒ Fifth 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	\$425,350
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
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:			\$4,650
Part 3 – Subconsultant Costs						
<input type="checkbox"/> The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are not separately compensable.			<input type="checkbox"/> 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						
<input type="checkbox"/> No money is budgeted for Additional Services, and the Director cannot authorize any Additional Services.			<input type="checkbox"/> 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):						\$430,000

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:

Principal: \$385/hour






1800989

Final Audit Report

2021-03-17

Created:	2021-03-17
By:	Joan Douglas-Fry (Joan.Douglas-Fry@sanjoseca.gov)
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