

- Ninth
- Tenth
- Eleventh

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

Consultant's Name: TRB & Associates, Inc.

**(Standard Agreement AC No. 24902)**

This Amendment is made and entered into this 17th day of June, 2022. The City and 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 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:** Section 2 is amended to extend the expiration date from 8/1/22 to 1/31/23.
  5.  **Maximum Total Compensation:** Subsection 10.1 is amended to  Increase  Decrease the Maximum Total Compensation from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.
  6.  **Agreement Section(s):** Section(s) 27 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.
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This Amendment is executed by the authorized representatives of the City and Consultant as follows:

**City of San José**

By

*Sarah Zarate*

Email: sarah.zarate@sanjoseca.gov

06/17/2022

**Consultant**

By

*tbailey@trbplus.com*

Email: tbailey@trbplus.com

06/17/2022

Name: **Sarah Zarate** Date  
Title: **Director, City Managers Office**

Name: **Todd Bailey** Date  
Title: **Principal**

**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:**

By \_\_\_\_\_

Name: **xx** Date  
Title:

*Jon Calegari*

Email: jon.calegari@sanjoseca.gov

06/17/2022

Name: **Jon Calegari** Date  
Title: **Sr. Deputy City Attorney**

**First**

**Attachment A**

**Second**

**Agreement Provision Amendment(s)**

**Third**

(Non-Capital Project)

This Attachment A is an attachment to the  Seventh  Eighth  Ninth amendment to Agreement.

The Section(s) set forth in the original Agreement, or in any previous amendment to the original Agreement, is/are amended as follows:

**Section 27. Tax Forms Required**

The following are conditions of the City's obligation to process any payment pursuant to this Agreement:

**27.1 U.S. Based Person or Entity:** If the Consultant is a U.S. based person or entity, the Consultant acknowledges and agrees that the Consultant is required to provide the City with a properly completed Internal Revenue Service Form W-9 before the City will process payment. If the Consultant is a U.S. based person or entity, but has neither a permanent place of business in California nor is registered with the California Secretary of State to do business in California, the Consultant acknowledges and agrees that the Consultant is required to provide the City with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income.

**27.2 Non-U.S. Based Person or Entity:** If the Consultant is not a U.S. based person or entity, the Consultant acknowledges and agrees that the Consultant is required to provide the City with the applicable Internal Revenue Service form related to its foreign status and a California Franchise Tax Board form related to nonresident withholding before the City will process payment.

**IN WITNESS WHEREOF**, the City and Consultant have caused this Agreement to be executed by their respective duly authorized representatives as follows.

**NOTE:** The Consultant must make one of the following representations by placing an X in the space provided. **The City will not process this Agreement unless the Consultant has marked one of the provisions.**

X The Consultant certifies that the Consultant has a permanent place of business in California or is registered with the California Secretary of State to do business in California. The Consultant will file a California tax return and withhold on payments of California source income to nonresidents when required. If the Consultant ceases to have a permanent place of business in California or ceases to do any of the above, the Consultant will promptly notify the City at the address specified in Section 24 of this Agreement.

Or

If the Consultant is unable to make the above certification, the Consultant acknowledges and agrees to provide the City with the applicable tax forms issued by the Internal Revenue Service and California Franchise Tax Board, as applicable, as specified in Section 27 of this Agreement.