

- First
- Second
- Third

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

Consultant's Name: George (Duf) Sundheim

(Standard Agreement AC No. 29861)

This Amendment is made and entered into this 27th day of May, 2022. 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 by \$25,000 from \$75,000 to \$100,000
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 Sarah Zarate 05/27/2022
Sarah Zarate Date
Director, Office of the City Manager

Consultant

By George (Duf) Sundheim 5.2.22
George (Duf) Sundheim Date
An Individual

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:
Christopher Alexander May 27, 2022
Christopher Alexander (May 27, 2022 11:52 PDT)
Christopher Alexander Date
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
1-6	<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	\$100,000
Part 2 – Reimbursable Expenses			
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input type="checkbox"/> Expenses are separately reimbursable in accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is:	\$0
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/> The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are <i>not</i> 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:	\$0
Part 4 – Additional Services			
<input checked="" 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:	\$0
Maximum Total Compensation (sum of Parts 1 through 4):			\$100,000

Standard Agreement AC No. 29861
Consultant Name: George (Suf) Sundheim

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:

Category	Rate
Hearings, pre-hearings, sit visits	\$250/hour
Study time, preparation time, writing time	\$200/hour

EXHIBIT C: INSURANCE REQUIREMENTS

Consultant, at Consultant's sole cost and expense and for the full term of this Agreement or any extension thereof, shall obtain and maintain the following insurance policy:

1. Workers' Compensation Policy.

(a) The policy shall be written as required by the Labor Code of the State of California and have Employers Liability limits of \$1,000,000 per accident for HEARING OFFICER and for any and all employees of HEARING OFFICER.

(b) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

(c) Workers' Compensation and Employers' Liability: Coverage shall contain a separate waiver of subrogation in favor of the City, its officials, employees, agents, and contractors.

(d) Exception: If HEARING OFFICER does not have any employees and does not wish to cover himself/herself for workers' compensation benefits; HEARING OFFICER shall sign the following statement:

I, the herein designated HEARING OFFICER, do not have, nor do I intend to have for the term of this Agreement, any employees. I do not wish to obtain or be covered under any workers' compensation insurance coverage, and I hereby acknowledge that under the terms of this Agreement, I am not covered by, nor have any right to submit a claim against CITY's workers' compensation insurance plan.

By: 

Name: George Sundheim

Date: 11.16.22

2. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

3. Verification of Coverage

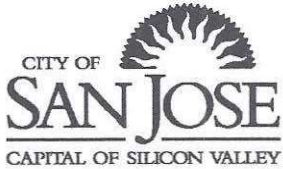
HEARING OFFICER shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be emailed in pdf format to Riskmgmt@sanjoseca.gov or mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

Risk Manager-Finance Department
City of San José
200 East Santa Clara Street
San José, CA 95113-1905
Direct Phone: (408) 975-1438
Fax No.: (408) 284-6492

4. Subcontractors

HEARING OFFICER shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.




- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Garrett Stanton
STAFF EMAIL: Garrett.Stanton@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: April 29, 2022 TOTAL PAGES: 6
(INCLUDING THIS PAGE)

CONSULTANT NAME: George (Duf) Sundheim
EMAIL: Dufsundheim37@gmail.com
PHONE: 650-209-0949

Xi agree to use electronic signatures
SIGNATURE OF CONSULTANT: 

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE, SIGNED IN BLUE INK AND SCANNED IN COLOR
4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS):
GARRETT.STANTON@SANJOSECA.GOV

To Be Completed by City Staff:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY KNOWN TO CITY STAFF

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: No
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 664099 004

Contractor: George ("Duf") Sundheim

Address: 20 FOXTAIL COURT PORTOLA VALLEY CA 94028

Phone: 650-924-0794

Email: Dufsundheim37@gmail.com

Contract Description: HOUSING - AMENDMENT #1 - INCREASE COMPENSATION BY \$25,000 FROM \$75,000 TO \$100,000 - CONSULTANT AGREEMENT TO PROVIDE HEARING OFFICER SERVICES

Term Start Date: Execution Term End Date: 06/30/2024 Extension: No

Method of Procurement: RFP RFB, RFP or RFQ No.: CSJ HSG Date Conducted: 07-02-2018

Agenda Date (if applicable): _____

Agenda Item No.: _____

Resolution No.: _____

Ordinance No.: _____

Original Contract Amount: \$75,000

Amount of Increase/Decrease: \$25,000

Option #: ___ of ___ Option Amount: _____

NTE/Updated Contract Amount: \$100,000

Fund/Appropriation: _____

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: No

Tax Certificate No.: 2498576900

Expiration Date: 07/15/2022

Department: Housing (56)

Department Contact: Mark Gerhardt, 408-535-8242

Customer (Finance Only): _____

Notes:

Department Director Signature: _____



5/3/22
Date

Office of the City Manager Signature: _____

Date