

- First
- Second
- Third

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

Consultant's Name: Facility Engineering Associates, P.C.

(Standard Agreement AC No. 30276)

This Amendment is made and entered into this 10th day of December, 2021. The City and Consultant amend the above-reference 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:** Subsection 2.1 is amended to extend the expiration date from June 30, 2020 to December 31, 2022.
 5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$26,510.00 to \$30,010.00.
 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.
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This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

✕ *Sarah Zarate*
Sarah Zarate (12/10/2021)
Email: sarah.zarate@sanjoseca.gov

Consultant

✕ *CHRISTOPHER HODGES*
hodges@feapc.com (12/8/2021)
Email: hodges@feapc.com

By _____

Name: Sarah Zarate **Date**
Title: Director, Office of Administration, Policy, and
Intergovernmental Relations

By _____

Name: Chris Hodges **Date**
Title: Chairman of the Board

✕ *Laurie Gilmer*
laurie.gilmer@feapc.com (12/8/2021)
Email: laurie.gilmer@feapc.com

Approval as to Form (City Attorney):



Form Approved by the Office of the City Attorney

(Maximum Total Compensation is \$100,000 or less, and standard provisions of the form are not altered.)

By _____

Name: Laurie Gilmer **Date**
Title: Secretary

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Revised Exhibit A: Scope of Basic Services

(Non-Capital Project)

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

The tasks set forth in the original Exhibit A, or in any previous amendment to the original Exhibit A, are amended as follows:

A new task is added to be numbered and to read as follow:

Task No. 6: Update of CERT Concept of Operations and Program Guide

A. Services: The Consultant will revise the CERT Concept of Operations and the Program Guide delivered in March of 2020 to incorporate lessons learned and changes needed resulting from the pandemic and changes in San Jose goals. To complete this, the Consultant will perform the following:

- FEA will meet with OEM to review requested changes to each document. The meeting will be held virtually at a mutually agreeable time.
- FEA will revise the documents based on the results of the meeting and provide the documents to OEM for review.
- FEA will meet again with OEM after their review to discuss any remaining needed revisions.

B. Deliverable:

- Two virtual meetings.
- Draft revised Concept of Operations and Program Guide.
- Finalized Concept of Operations and Program Guide

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

On or before the following date: _____.

On or before _____ 60 _____ Business Days from written authorization to proceed.

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 type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$13,020
2	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$3,850
3	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$6,040
4	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$3,200
5	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$400
6	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$3,500
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:			\$
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:			\$

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:	\$
Maximum Total Compensation (sum of Parts 1 through 4):		\$30,010.00

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: