

First

Amendment to Master City of San José Consultant Agreement

(Non-Capital Projects)

Second

Consultants Name: BSI Services and Solutions (West), Inc.

Third

(Master Agreement AC No. 30952)

This Amendment to the Master Agreement is made and entered into this 1st day of March, 2022. The City and the 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 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.
 4. **Agreement Term:** Section 2 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 from \$ _____ to \$ _____.
 6. **Agreement Section(s):** The Preamble, Section 20.3, and Section 21.12 are amended to read as set forth in Attachment A of the Amendment to reflect a change in the name of the Consultant.
 7. **Schedule of Rates and Charges – 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.
 8. **Schedule of Specific Services – Exhibit D:** The original First Revised Second Revised Exhibit D is amended to read as set forth in the attached First Second Third Revised Exhibit D, 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

Email: sarah.zarate@sanjoseca.gov

Name: Sarah Zarate **Date**
Title: Director, Office of City Manager

Consultant

Danielle Reilly

Email: danielle.reilly@bsigroup.com

Name: Danielle Reilly **Date**
Title: Senior Vice President

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.)

Cameron Day

Email: cameron.day@sanjoseca.gov

Deputy City Attorney **Date**

Michelle Camargo

Email: michelle.camargo@bsigroup.com

Name: Michelle Camargo **Date**
Title: Chief Financial Officer

First

Attachment A

Second

Agreement Provision Amendment(s)

Third

(Non-Capital Projects)

This Attachment A is an attachment to the First Second Third amendment to Master Agreement.

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

The following paragraph shall be added to the Preamble (first pragraph):

Effective December 31, 2021, BSI Services and Solutions (West) Inc. merged with each subsidiary of BSI America Professional Services, Inc. with BSI America Professional Services, Inc. being the surviving entity. All references in the original Master Agreement to BSI Services and Solutions (West), Inc. shall be deemed as references to BSI America Professional Services, Inc.

Section 20.3 is replaced in its entirety with the following:

20.3 To Whom Given: All notices and other communications between the parties regarding a specific Approved Service Order must be given to the individuals identified in the Approved Service Order. All notices and other communications between the parties regarding the Master Agreement must be given to the individuals identified below using the appropriate contact information for giving notice:

To the City: City of San José
Department of Environmental Services
Attn: Behilma Magday
200 E. Santa Clara
Street, 10th Floor
San Jose, CA 95113
(408) 975-2593
Behilma.Magday@sanjoseca.gov

To the Consultant: BSI America Professional Services, Inc.
Attn: Danielle
Reilly
2150 North First
Street, Suite 450
San Jose, CA 95131
(408) 790-9200
danielle.reilly@bsigroup.com

Section 21.12 is to be added:

21.12 Counterparts and Electronic Signatures: Unless otherwise prohibited by law or policy of a Party, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the City.

Each party (i) has agreed to permit the use, from time to time and when allowed by law, of electronic signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by electronic signature, (iii) is aware that the other will rely on the electronic signature, and (iv) acknowledges such reliance and waives any defenses (other than fraud) to the enforcement of any document based on the fact that a signature was sent by telecopy. As used herein, the term “electronically signed contract” shall include any signature sent via facsimile or via email in portable document format (“.pdf”).