☐ **First**

☐ **Second**

☐ **Third**

☒ **Fourth**

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

Consultant's Name: Facility Engineering Associates, PC

(Standard Agreement AC No. 30733)

This Amendment is made and entered into this __8th__ day of ___May_____, 202_2_. 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 from $35,280.00 to $39,780.00.

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.
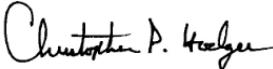
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City Attorney Approval Date: September 2016

665327-004

This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

Consultant

Sarah Zarate

Christopher P. Hodges (signature)

Email: sarah.zarate@sanjoseca.gov

Email: hodges@feapc.com

By _____

By

_____

—

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

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

Approval as to Form (City Attorney):

Laurie Gilmer (signature)

☑   **Form Approved by the Office of the City Attorney**

Email: laurie.gilmer@feapc.com

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

By

_____

—

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

☐ **First**

☒ **Second**

☐ **Third**

Revised Exhibit A: Scope of Basic Services

(Non-Capital Project)

This revised Exhibit A is an attachment to the   ☐ First   ☐ Second   ☐ Third   ☒ Fourth 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. 7: Emergency Management Program Gap Analysis Update

A. Services: The Consultant will perform an update of the gap analysis conducted in 2020. The Consultant will conduct up to two, 2-hour virtual interviews to identify current status of areas identified as gaps, new concerns, and challenges; and highlight areas of recent success. The Consultant will identify if there are any changes to the capability maturity model level identified in the 2020 assessment. The Consultant will provide a report summary of findings.

B. Deliverable:

- Notes generated from interview(s)
- Summary report of findings with updated organizational capability maturity analysis and recommendations

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: <u>June 30, 2022</u>.

☐ On or before _____ Business Days from _____.

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

This revised Exhibit B is an attachment to the   ☐ First   ☐ Second   ☐ Third   ☒ Fourth 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	☐ Time & Materials ☒ Fixed Fee	☐ Monthly ☒ Completion of Task(s) ☐ Completion of Work	$1,600.00
2	☐ Time & Materials ☒ Fixed Fee	☐ Monthly ☒ Completion of Task(s) ☐ Completion of Work	$17,600.00
3	☐ Time & Materials ☒ Fixed Fee	☐ Monthly ☒ Completion of Task(s) ☐ Completion of Work	$5,580.00
4	☐ Time & Materials ☒ Fixed Fee	☐ Monthly ☒ Completion of Task(s) ☐ Completion of Work	$5,580.00
5	☐ Time & Materials ☒ Fixed Fee	☐ Monthly ☒ Completion of Task(s) ☐ Completion of Work	$4,520.00
6	☐ Time & Materials ☒ Fixed Fee	☐ Monthly ☒ Completion of Task(s) ☐ Completion of Work	$400.00
7	☐ Time & Materials ☒ Fixed Fee	☐ Monthly ☒ Completion of Task(s) ☐ Completion of Work	$4,500.00
Part 2 – Reimbursable Expenses			
☒ No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.	☐ Expenses are separately reimbursable in accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is:		$
Part 3 – Subconsultant Costs			
☒ The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are *not* separately	☐ Subconsultant costs are separately compensable in accordance with Subsection 10.6 of the Agreement. The maximum amount of		$

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compensable.	compensation for subconsultant costs is:	
Part 4 – Additional Services		
☒ No money is budgeted for Additional Services, and the Director cannot authorize any Additional Services.	☐ 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):	$39,780.00

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:

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　　　　　　　　Revised Exhibit B: Compensation
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