

First

Amendment to Master City of San José Consultant Agreement

(Non-Capital Projects)

Second

Consultants Name: Environmental Science Associates

Third

(Master Agreement AC No. 32540)

This Amendment to the Master Agreement is made and entered into this 31st day of May, 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 \$100,000 to \$150,000
 6. **Agreement Section(s):** Section(s) _____ is/are amended to read as set forth in Attachment A of the Amendment.
 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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- First**
 Second
 Third

Revised Exhibit B: Schedule of Rates and Charges
(Non-Capital Project)

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

The rates and charges set forth in the original Exhibit B, or in any previous amendment to the original Exhibit B, are amended as follows:

Title/Position	Hourly Billing Rate
Environmental Science Associates	
Michael Newland/Director III	\$240
Amber Grady/Managing Associate III	\$205
Becky Urbano/Director II	\$225
Johanna Kahn/Senior Associate II	\$160
Kathy Cleveland/Managing Associate II	\$190
Alta Cunningham/Managing Associate II	\$160
Archives & Architecture	
Leslie Dill/Historic Architect	\$165
Franklin Maggi/Architectural Historian	\$150
Charlene Detlefs Duval/Public Historian	\$150

NOTES: In the event the listed individuals above are unavailable to perform any tasks under this Agreement, Consultant shall provide written notice to the City. If the Consultant would like to have other qualified individuals perform any tasks under this Agreement, Consultant must obtain the City's prior written approval.