

- First**
- Second**
- Third**

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

Consultant's Name: Guidehouse, Inc (was Guidehouse LLP in original agreement)

(Standard Agreement AC No. 30984)

This Amendment is made and entered into this 20th day of November, 2021. 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 December 31, 2020 to December 31, 2023.
5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$300,000 to \$245,000.
6. **Agreement Section(s):** Sections 2.2, 6.1, 20.3 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


Julia Cooper (11/20/2021)
Email: julia.cooper@sanjoseca.gov

By _____

Name: Julia H. Cooper
Title: Director



Approved as to Form:

Attorney
Diana Yuan
Deputy City Attorney III U
diana.yuan@sanjoseca.gov

Diana Yuan (11/9/2021)
Email: diana.yuan@sanjoseca.gov

cobrien@guidhouse.com (11/9/2021)
Email: cobrien@guidhouse.com

By _____

Name: Christopher O'Brien
Title: Partner

akasad@guidhouse.com (11/9/2021)
Email: akasad@guidhouse.com

By _____

Name: Anaita Kasad
Title: Partner

First

Attachment A

Second

Agreement Provision Amendment(s)

Third

(Non-Capital Project)

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

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

SECTION 1: Section 2.2 "Option Term" is hereby amended in its entirety to read as set forth below:

2.2 INTENTIONALLY OMITTED

SECTION 2: Section 6.1, "Consultant's Contract Manager and Other Staffing" is hereby amended in its entirety to read as set forth below:

6.1 **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the Basic Services. If any individual identified below is required to file a Statement of Economic Interests, Form 700 ("Form 700"), and the individual does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, the Consultant must comply with the requirements of Subsection 17.2 below.

<u>Consultant's Contract Manager</u>		<u>Required to File Form 700?</u>		
		Yes Already Filed (Insert Date Filed)	Yes Need to File	No
Name: Michael Schulien				x
Address: 2941 Fairview Park Drive, Suite 501, Falls Church, VA, 22042	E-mail: mschulien@guidehouse.com			

<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1. Chris O'Brien	Engagement Partner		x	
2. Noah Miretsky	Project Manager		x	
3. Britt Harter	Engagement Director		x	
4. Collin Lopes	Engagement Director		x	
5. Berry Lefler	Project Manager		x	
6. Olivia Arguinzoni	Subject Matter Specialist		x	
7. Arundathi Amirapu	Subject Matter Specialist		x	
8. Ryan Levy	Analyst		x	

SECTION 3: Section 20.3, "Notices – To Whom Given" is hereby amended in its entirety to read as set forth below:

20.3 To Whom Given: All notices and other communications between the parties regarding the Agreement must be given to the individuals identified below using the appropriate contact information for giving notice:

To the City: City of San José
 Attn: Julia H. Cooper, Director of Finance
 200 East Santa Clara Street, 13th Floor
 San José, CA 95113
Julia.cooper@sanjoseca.gov

To the Consultant: Contracts Manager
 Attn: Michael Schulien
 2941 Fairview Park Drive, Suite 501
 Falls Church, VA, 22042
mschulien@guidehouse.com

SECTION 4: Guidehouse LLP assigns all rights and responsibilities under this contract to Guidehouse, Inc. All references to "Consultant" in the Agreement shall refer to Guidehouse, Inc.

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 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:

Task No. 5 entitled “Throughput and Staff Augmentation Workstream” is deleted in its entirety.

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- Project Kickoff	<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 \$13,000
2- Current State Assessment	<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 \$102,000
3- Future State Assessment	<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 \$65,000
4- Implementation	<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 \$65,000
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:	
<input checked="" type="checkbox"/> The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are not 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 3 – Subconsultant Costs			
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 via an amendment:
Maximum Total Compensation (sum of Parts 1 through 4):	
\$ 245,000	

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 that *may* be applicable to this Agreement for any subsequent related Additional Services the City may wish to add at a later date via an amendment. The City reserves the right to separately negotiate a firm-fixed rate for Additional Services.

Classification	Hourly Rate*
Partner	\$400
Director	\$280
Manager	\$200
Senior Analyst	\$160
Analyst	\$140

*inclusive of all reimbursable expenses/administrative costs