

- 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 14th day of December, 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 _____ to _____.
5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$245,000 to \$299,600.
6. **Agreement Section(s):** Sections _____ 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 (12/14/2021)

Email: julia.cooper@sanjoseca.gov

By _____

Name: Julia Cooper
Title: Director of Finance

Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney.

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

Approved as to Form:


Diana Yuan (12/10/2021)

Email: diana.yuan@sanjoseca.gov

Diana Yuan
Deputy City Attorney



cobrien@guidehouse.com (12/10/2021)

Email: cobrien@guidehouse.com

By _____

Name: Christopher O'Brien
Title: Partner



akasad@guidehouse.com (12/10/2021)

Email: akasad@guidehouse.com

By _____

Name: Anaita Kasad
Title: Partner

First

Second

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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:

All references to “the Purchasing Division of the Finance Department” and similar references shall be amended and replaced with “the Purchasing Division of the Finance Department and department-led procurements conducted under the auspices of the City Manager’s Office” to allow Consultant to work with other City departments on procurement-related issues as required.

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 4	
Column 1	Column 2	Column 3	Column 4	Column 4	
Task Nos.	Basis of Compensation	Invoice Period	Compensation	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	\$126,024	
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	\$80,288	
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	\$80,288	
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:			N/A
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 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:			N/A
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):	
\$ 299,600	

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