

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

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

Consultant's Name: Alliant Insurance Services, Inc.

(Standard Agreement AC No. OC-000149)

This Amendment is made and entered into this 18th day of April, 2022. The City and Consultant amend the above-referenced 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 \$165,750 to \$171,650.
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.

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

City of _____

Email: sarah.zarate@sanjoseca.gov

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

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 
Email: karin.murabito@sanjoseca.gov

Karin M. Murabito **Date**
Senior Deputy City Attorney

Consultant _____

Email: kbibler@alliant.com

By _____
Name: Kevin Bibler **Date**
Title: Senior Vice President


Email: jmcloughlin@alliant.com

By _____
Name: John McLoughlin **Date**
Title: First Vice President and Senior Operations Manager

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 |
| 1-5 | <input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee | <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work | \$171,650 |
| 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: | \$0 |
| 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: | \$0 |
| 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: | \$0 |
| Maximum Total Compensation (sum of Parts 1 through 4): | | | \$171,650 |

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:

Compensation will be paid to Consultant on a quarterly basis, according to the schedule specified below:

| Date | Annual Compensation Earned | Payment |
|-------------------------|----------------------------|-------------|
| July 1 st | 20% | \$16,575.00 |
| October 1 st | 75% | \$45,581.25 |
| January 1 st | 85% | \$8,287.50 |
| March 15 th | 100% | \$12,431.25 |

Pursuant to the provisions of Section 5.2 of Exhibit A, City shall pay Consultant Five Thousand Nine Hundred Dollars (\$5,900) for one (1) additional appraisal conducted during the second year of the Initial Term, for the San José – Santa Clara Regional Wastewater Facility, payment to be made within 30 days of receipt of the invoice.

City shall pay Consultant a fee and/or commission for the insurance services described in Exhibit A rendered by Consultant under this Agreement. Consultant may receive retail and wholesale commissions paid by insurance carriers with whom Consultant places the insurance coverages for City under this Agreement. The fee paid by City to Consultant each year shall be the difference between the total annual compensation agreed for that year, and the amount of commission Consultant receives from the insurance carriers in that same year. Consultant will disclose to City’s Representative all forms of commission compensation paid to Consultant as a result of placing insurance policies on behalf of City. City shall have no responsibility to enforce the commission compensation provisions of this Agreement on Consultant’s behalf. Any commissions earned in excess of this annual amount will be returned to the City.

It is agreed that the total compensation (combination of commission and fees from both City and insurance carriers) that Consultant can collect for insurance services described in Exhibit A shall not exceed Eighty-Two Thousand Eight Hundred Seventy-Five Dollars (\$82,875) for the first year of the Initial Term and Eighty-Eight Thousand Seven Hundred Seventy-Five Dollars (\$88,775) for the second year of the Initial Term. Notwithstanding the foregoing, the total compensation for year two may change through a written amendment executed by both parties pursuant to Section 1.6 of this Agreement in the event that the scope of services for such year is modified.

Total compensation for each year of the Option Terms is subject to agreement based on market conditions in the insurance industry. In the event the City elects to exercise its option for annual renewals, the City may consider price adjustments upon request by the Consultant, which the City may choose to accept, reject, or the City may counter-propose new rates. Pricing adjustment requests must be justified and tracked to the CPI for Urban Wage Earners and Clerical Workers (CPI-W) for San Francisco-Oakland-Hayward, CA area (Series ID: CWURS49BSA0). However, in no event shall the increase of any rate for any Option Term exceed 3% of the previous term’s rate.