

First

Amendment to Master City of San José Consultant Agreement

(Non-Capital Projects)

Second

Consultants Name: Golder Associates, Inc.

Third

(Master Agreement AC No. 32014)

This Amendment to the Master Agreement is made and entered into this 18th day of June, 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 \$ _____ to \$ _____.
 6. **Agreement Section(s):** Section 1.7, Section 20.3, and Section 21.12 are amended or added to the Agreement to read as set forth in Attachment A of the Amendment to reflect a change in name and form of the Consultant.
 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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This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

Consultant

By

By



Email: sarah.zarate@sanjoseca.gov

Email: ed_jackson@golder.com

06/18/2022 GMT-07:00

06/17/2022 GMT-07:00

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

Name: Edward D. Jackson **Date**
Title: Vice President

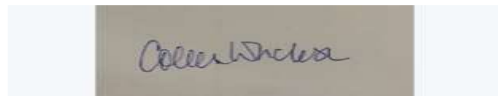
Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney.

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

Approved as to Form:

By



Email: colleen.winchester@sanjoseca.gov

Email: paul_cohen@golder.com

06/18/2022 GMT-07:00

06/18/2022 GMT-04:00

Deputy City Attorney **Date**

Name: Paul Cohen **Date**
Title: Secretary

First

Attachment A

Second

Agreement Provision Amendment(s)

Third

(Non-Capital Projects)

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

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

Section 1.7 is added to the Agreement to read as follows:

On October 28, 2021, Golder Associates, Inc. merged with and into its affiliate Golder Associates USA, Inc. As a result of the merger, Golder Associates USA, Inc. has succeeded to all of Golder Associates, Inc.'s rights and obligations, including under contracts, by operation of law. As of October 28, 2021, all references in the Master Agreement to Golder Associates, Inc. or "Consultant" shall be deemed as references to Golder Associates USA, Inc., a Georgia corporation authorized to do business in California. If the merger is deemed an assignment of the Agreement, the City consents to the transfer.

Section 20.3 is replaced in its entirety with the following:

20.3 To Whom Given: All notices and other communications between the parties regarding a specific Approved Service Order must be given to the individuals identified in the Approved Service Order. All notices and other communications between the parties regarding the Master Agreement must be given to the individuals identified below using the appropriate contact information for giving notice:

To the City: City of San José
Department of Environmental Services
Attn: Geoffrey Blair
200 E. Santa Clara
Street, San Jose, CA
95113
(408) 975-2576
Geoffrey.blair@sanjoseca.gov

To the Consultant: Golder Associates USA, Inc.
Attn: Kris
Johnson
425 Lakeside Drive,
Sunnyvale, CA 94085
(408) 220-9223

kjohnson@golder.com

Section 21.12 is to be added:

21.12 Counterparts and Electronic Signatures: Unless otherwise prohibited by law or policy of a Party, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the City.

Each party (i) has agreed to permit the use, from time to time and when allowed by law, of electronic signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by electronic signature, (iii) is aware that the other will rely on the electronic signature, and (iv) acknowledges such reliance and waives any defenses (other than fraud) to the enforcement of any document based on the fact that a signature was sent by telecopy. As used herein, the term “electronically signed contract” shall include any signature sent via facsimile or via email in portable document format (“.pdf”).