

First

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

Second

Consultant's Name: Century Urban, LLC

Third

(Standard Agreement AC No. 32327)

This Amendment is made and entered into this **12th** day of December, 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:** 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 \$ 234,875 to \$ 237,225.
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 San José

Sarah Zarate

Sarah Zarate

Email: sarah.zarate@sanjoseca.gov
Date: 12/12/2022 GMT

Name: Sarah Zarate
Title: Director of Office of Administration, Policy and Intergovernmental Relations

Approval as to Form (City Attorney):



Approved as to Form:

Attorney
Kevin Fisher

Kevin Fisher

Email: kevin.fisher@sanjoseca.gov
Date: 12/12/2022 GMT

Consultant

Bryant Sparkman

Bryant Sparkman

Email: bsparkman@centuryurban.com
Date: 12/10/2022 GMT

Name: Bryant Sparkman
Title: President & Managing Principal

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. 4, entitled “Affordable Housing Study,” is amended to read as follows:

Task No. 4: Affordable Housing Study

- A. Services:** Complete an analysis of the cost of affordable housing in the City of San José, based on recent affordable housing projects that received tax credit allocations.
- a. Determine average affordable development costs in San José based on recent projects.
 - b. Research and determine comparable projects and associated average costs in other local jurisdictions in the state.
 - c. Meet with City staff and key stakeholders to vet results.
 - d. Present results at a City Council committee meeting and/or City Council meeting, as needed.
 - e. Perform Research to evaluate impact fees per unit for other city projects.
 - f. Evaluate tax credit pricing for City of San José projects where 50% or more of units are restrict to 30% AMI or lower.
 - g. Perform additional research on prevailing wage.
 - h. Prepare graphs and revise report to incorporate new data and findings.
- B. Deliverable:** Draft report with the results of the study and recommendations on maximizing City of San José funding.
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- On or before the following date: December 31, 2022.
- On or before ____ Business Days from _____.

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
1,2,3	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work \$ 100,000
4	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work \$ 37,225
5	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work \$ 45,700
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: \$
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: \$
Part 4 – Additional Services			
<input type="checkbox"/>	No money is budgeted for Additional Services, and the Director cannot authorize any Additional Services.	<input checked="" type="checkbox"/>	The Director may authorize the Consultant to perform Additional Services up to the following maximum amount: \$ 54,300
Maximum Total Compensation (sum of Parts 1 through 4):			\$ 237,225

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:

Title	Hourly Billing Rate
Managing Principal	\$325.00
Vice President	\$250.00
Financial Analyst	\$175.00

