

First

Amendment to Standard City of San José Consultant Agreement

(Non-Capital Projects)

Second

Consultant's Name: TRC Engineers, Inc.

Third

(Standard Agreement AC No. 33212)

This Amendment is made and entered into this 17th day of January, 2023. 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 November 30, 2022 to April 30, 2023.
 5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$6,000 to \$10,000.
 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.
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This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

By



Email: sarah.zarate@sanjoseca.gov
Date: 01/17/2023 GMT

Name: Sarah Zarate
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 to Form:

Name:
Title: [Sr.] Deputy City Attorney

Consultant

By



Email: apande@trccompanies.com
Date: 01/12/2023 GMT

Name: Abhijeet Pande
Title: Vice President Advanced Energy

By



Email: cbragg@trccompanies.com
Date: 01/16/2023 GMT

Name: Catherine Bragg
Title: Vice President Corp. Secretary

First

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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:

A new task is added to be numbered and to read as follow:

Task No. 2: City Reach Code Update

A. Services: Through coordination with the City, the Consultant will update the City's reach code ordinance following standards set by federal, state, regional, and local regulations. Including all requirements deemed necessary from the City Attorney's Office. The Consultant will participate in all City coordinated inter-departmental calls, and respond to questions, feedback, and recommendations on the reach code update. Following these calls, the Consultant will provide, through email, a list of action items with anticipated timelines for completion. Once the reach code ordinance has been drafted and vetted; the Consultant will then resolve comments and recommendations to produce a final draft ordinance.

B. Deliverable: The Consultant will provide the following to the City's Contract Manager: A draft reach code ordinance update for inter-City vetting purposes due on January 20, 2023; followed by a final draft reach code ordinance due February 8, 2023.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

On or before the following date: February 8, 2023.

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	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$6,000
2	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$4,000
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
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 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:			\$
Maximum Total Compensation (sum of Parts 1 through 4):						\$10,000

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 applicable to this Agreement:

TRC Engineers, Inc.	
Job Classification	Rate
Vice President	\$300
Director	\$250
Associate Director	\$215
Senior Project Manager II	\$200
Senior Project Manger I	\$185
Project Manager	\$168
Associate Project Manager	\$137
Research Analyst	\$110