

First

Amendment to Master Consultant Agreement – RWF Capital Projects

Second

Consultants Name: Black & Veatch Corporation

Third

(CPMS Contract No. 8142)
(Master Agreement AC No. 29225)

This Amendment to the Master Agreement is made and entered into this _____ day of _____ 20__.
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.

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4. **Agreement Term:** Section 2 is amended to extend the expiration date from June 30, 2026 to December 31, 2027.
 5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$9,750,000 to \$12,250,000.
 6. **Agreement Section(s):** Section(s) 1.1 and 20.3 is/are amended to read as set forth in Attachment A of the Amendment.
 7. **Basis of 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.
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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 {{_signer#}}

By {{_signer#}}

Name: Toni Taber
Title: City Clerk

Name: Craig Lichty
Title: Principal in Charge

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:

{{_signer#}}

Name: Rosalia Burgueño Tapia
Title: Sr. Deputy City Attorney

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

Attachment A
Agreement Provision Amendment(s)

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:

1.1 General: The Consultant will provide professional consulting services to the City on an as-needed basis pursuant to individual service orders issued in accordance with the terms and conditions of this Master Agreement. The type of professional consultant services the Consultant will provide can be described generally as: professional services for the Yard Piping Improvements Project (“Project”).

20.3 To Whom Given: All notices and other communications between the parties regarding a specific Approved Service Order must be given to the contract managers 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
Environmental Services Department
Attn: Feng Ying Chang
700 Los Esteros Road
San José, CA 95134
(408) 635-2093
fengying.chang@sanjoseca.gov

To the Consultant: Black & Veatch Corporation
Attn: Craig Lichty
2999 Oak Road, Suite 490
Walnut Creek, CA 94597
415-350-7806
LichtyC@bv.com

