

**THIRD AMENDMENT TO
MASTER AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF SAN JOSE
AND
GROUP 4 ARCHITECTURE RESEARCH + PLANNING, INC.
FOR ARCHITECTURE AND ENGINEERING SERVICES
FOR THE
SAN JOSE ENVIRONMENTAL INNOVATION CENTER PHASE II PROJECT**

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2011 by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), and **GROUP 4 ARCHITECTURE RESEARCH + PLANNING, INC.**, a California corporation (hereinafter "CONSULTANT").

RECITALS

WHEREAS, on September 24, 2009, CITY and CONSULTANT entered into an agreement entitled "Master Agreement for Consultant Services between the City of San José and Group 4 Architecture Research + Planning, Inc. for Architecture and Engineering Services for the San Jose Environmental Innovation Center Phase II Project" ("Original Agreement"); and

WHEREAS, on November 17, 2009, CITY and CONSULTANT entered into a First Amendment to the Original Agreement (as amended, the "Agreement") to (1) extend the term to November 30, 2010, (2) clarify limits on the scope of services, and (3) increase the amount of total compensation by \$500,000; and

WHEREAS, CITY and CONSULTANT subsequently entered into an Addendum of Minor Contract Amendment to the Agreement to extend the term to May 31, 2011; and

WHEREAS, on November 30, 2010, CITY and CONSULTANT entered into a Second Amendment to the Agreement to (1) extend the term to December 31, 2012, (2) remove limits on the scope of services which were established by the First Amendment, and (3) increase the amount of total compensation by \$793,000;; and

WHEREAS, CITY and CONSULTANT desire to further amend the Agreement to: (1) modify the scope of services, and (2) increase the amount of total compensation by \$187,000;

NOW, THEREFORE, the parties agree to further amend the Agreement as follows:

SECTION 1. SECTION 4 of the Agreement, entitled “COMPENSATION,” is amended to read as follows:

“The compensation to be paid to the CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed Two Million Nine Hundred Eighty Thousand Dollars (\$2,980,000). The rate and schedule of payment is set out in THIRD REVISED EXHIBIT D, entitled “COMPENSATION,” which is attached hereto and incorporated herein.”

SECTION 2. EXHIBIT B of the Agreement, entitled “SCOPE OF SERVICES,” is amended to provide that architectural and engineering services to be rendered under the Agreement may include services to support expanded elements associated with the overall San Jose Environmental Innovation Center project, whether or not originally contemplated as part of Phase II, including but not limited to the photovoltaic panels and car shelter project .

SECTION 3. The maximum amount of compensation set forth in Section 1 of the **SECOND** REVISED EXHIBIT D of the Agreement, entitled “COMPENSATION,” is amended to read “\$2,980,000”.

SECTION 4. All of the terms and conditions of the Agreement not modified by this Third Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a Municipal Corporation

By



Kenneth D. Johnson
Sr. Deputy City Attorney

By

Dennis Hawkins, CMC
City Clerk
200 E. Santa Clara Street,
Wing, 2nd floor
San Jose, CA 95113

“CONSULTANT”

**GROUP 4 ARCHITECTURE RESEARCH +
PLANNING, INC.,**
a California Corporation

By



Wayne Gehrke, AIA
Vice President
211 Linden Avenue
South San Francisco, CA 94080
TAX ID# 94-2376500
650-871-0709
650-871-7911 fax

