

**FOURTH 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 FOURTH AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2012 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

San José Environmental Innovation Center Phase II Project
Fourth Amendment to Master Agreement 4

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, on May 24, 2011, CITY and CONSULTANT entered into a Third Amendment to the Agreement to: (1) modify the scope of services, and (2) increase the amount of total compensation by \$187,000; and

WHEREAS, CITY and CONSULTANT desire to enter into a Fourth Amendment to the Agreement to: (1) extend the term to June 30, 2013, (2) modify the scope of services, and (3) increase the amount of total compensation by \$95,000;

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 payment for both professional services and reimbursable expenses, shall not exceed Three Million Seventy Five Thousand Dollars (\$3,075,000). The rate and schedule of payment is set out in FOURTH 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 design study, CTDC Area design study, and the New Market Tax Credit (NMTC) scope design study.

SECTION 3. EXHIBIT D of the Agreement, entitled “COMPENSATION,” is amended to read as shown in FOURTH REVISED EXHIBIT D, attached and incorporated into this Fourth Amendment..

SECTION 4. All of the terms and conditions of the Agreement not modified by this Fourth 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 _____
Glenn Schwarzbach
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

**FOURTH REVISED
EXHIBIT D**

COMPENSATION

Need to restate entire exhibit, not just modified paragraph.

Section 1. Maximum Compensation for Master Agreement.

Maximum Amount: The maximum amount of compensation the CITY will pay to the CONSULTANT under this Master Agreement, including both payment for professional services and reimbursable expenses, shall not exceed THREE MILLION, SEVENTY FIVE THOUSAND DOLLARS (\$3,075,000). Any unauthorized hours worked for which payment would result in a total exceeding this maximum amount shall be at no cost to the CITY.

Manner of Payment: Each SO will set forth whether the CITY will pay the CONSULTANT for work performed under such SO on a lump sum basis. Section 2 of this Exhibit applies to each SO where the CITY will pay the CONSULTANT a lump sum for the work performed.

EXHIBIT D-1

HOURLY RATES through December 31, 2012:

Consulting Principal \$250.00 per hour
Principal in Charge 195.00 per hour
Principal 175.00 per hour
Associate 160.00 per hour
Project Manager 150.00 per hour
Professional I 140.00 per hour
Professional II 130.00 per hour
Professional III 120.00 per hour
Technical I 125.00 per hour
Technical II 110.00 per hour
Technical III 95.00 per hour
Technical IV 85.00 per hour
Project Support 80.00 per hour

HOURLY RATES through December 31, 2013:

Consulting Principal \$260.00 per hour
Principal in Charge 205.00 per hour
Principal 185.00 per hour
Associate 170.00 per hour
Project Manager 160.00 per hour
Professional I 150.00 per hour
Professional II 140.00 per hour
Professional III 130.00 per hour
Technical I 135.00 per hour
Technical II 120.00 per hour
Technical III 105.00 per hour
Technical IV 95.00 per hour
Project Support 90.00 per hour

Consultants to the Architect will be billed at 1.15 times direct cost. Reimbursable expenses related to the project, whether for in-house, consultant or client use, will be billed at 1.15 times direct cost. Such expenses include, but are not necessarily limited to:

- CAD plotting of Check Sets and Presentation Drawings.
- Outside service printing/copying of drawings and documents of any size.
- Photographic and digital imaging, including color and gray scale copies of any size.
- In-house black and white photocopying for draft and final reports and specifications.
- In-house black and white printing/copying of drawings larger than 11"x 17".
- Outside telephone conferencing services.

- Postage, delivery and messenger service.
- Overtime expenses with prior client approval.
- Architectural renderings, physical and digital scale models and animations.
- Videos, web services, opinion surveys.
- Travel expenses, including mileage, tolls, lodging and meals.
- Sub-consultant costs.
- Presentation boards.
- Facilitation tools.
- Workshop accessories and facilitation materials.
- Software purchase and licensure on behalf of the client.