

**FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT BETWEEN  
THE CITY OF SUNNYVALE AND DAHLIN GROUP FOR UPDATE TO THE SINGLE-FAMILY  
HOME DESIGN TECHNIQUES DOCUMENT**

This First Amendment to the Consultant Services Agreement, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and Dahlin Group. ("CONSULTANT").

WHEREAS, on March 11, 2022, the CITY and CONSULTANT entered into a Consultant Service Agreement whereby CONSULTANT would provide an update to the single-family home design techniques document; ("Agreement"); and

WHEREAS, the parties now desire to amend the Agreement;

WHEREAS, the CITY and CONSULTANT now agree that a first Amendment to said Agreement is advisable to add compensation and update Exhibit A, Scope of Work;

NOW, THEREFORE, THE CITY AND CONSULTANT ENTER INTO THIS FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT:

1. Section 1 entitled "Services by CONSULTANT" is hereby amended, in part, to read as follows:

1. Services by CONSULTANT

Consultant shall provide services in accordance with Exhibits "A" and "A-2" attached and incorporated by reference. CONSULTANT shall determine the method, details, and means of performing the services.

2. Section 2 entitled "Time of Performance" is hereby amended, in part, to read as follows:

2. Time of Performance

The term of this Agreement shall be from the date of execution through project completion, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibits "A" and "A-2". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Section 4 entitled "Compensation" is hereby amended, in part, to read as follows:

4. Compensation

[Replace first paragraph of section 4 with the following:]

CITY agrees to pay CONSULTANT as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibits "B" and "B-1", Compensation Schedule. Total compensation shall not exceed One Hundred Fourteen Thousand Eight Hundred Ten and 00/100 Dollars. (\$114,810.00).

4. All other terms and conditions remain unchanged and are in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

CITY OF SUNNYVALE ("CITY")

DAHLIN GROUP ("CONSULTANT")

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

ATTEST:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

**Exhibit A-2  
Detailed Scope of Work**

**Phase 90.1.0 – UPDATE SINGLE FAMILY HOME DESIGN DOCUMENT**

1. CONSULTANT will make edits to the administrative draft of the Single-Family Design Techniques document based on the comments from the CITY.
2. CONSULTANT will attend up to ten (10) hours of virtual meetings with CITY for coordination and review of the document.

**Exhibit B-1  
Compensation Schedule**

<b>Task</b>	<b>Fee</b>
PHASE 90.1.0 – Update Single-Family Home Design Techniques Document	\$15,000
<b>Total</b>	<b>\$15,000</b>