

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
SANTA CLARA STADIUM AUTHORITY,
AND
CONTRACTOR COMPLIANCE AND MONITORING, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the Santa Clara Stadium Authority, a joint powers agency created pursuant to Section 6532 of the California Government Code (Authority) and Contractor Compliance and Monitoring, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement For Services Between the Santa Clara Stadium Authority, and Contractor Compliance and Monitoring, Inc., dated February 15, 2021 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide services for labor compliance services, and the Parties now wish to amend the Agreement to extend the term, add funds, and update Exhibit B.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement, entitled "Term of Agreement" is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on February 10, 2021 and terminate on March 31, 2025.

2. Section 6 of the Agreement, entitled "Compensation and Payment" is amended to read as follows:

In consideration for Contractor's complete performance of Services, Authority shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is forty thousand dollars (\$40,000), subject to budget appropriations, which includes all payments that may be

authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

3. Exhibit B of the Agreement, entitled "Schedule of Fes" is amended to read as follows:

EXHIBIT B SCHEDULE OF FEES

In no event shall the amount billed to Authority by Contractor for services under this Agreement exceed forty thousand dollars (\$40,000), subject to budget appropriations.

Contractor shall provide a schedule of rates and fees which includes all billing amounts and costs as follows:

CCMI typically bills for its services in one of two ways, by hourly rates or project based.

1. Hourly Rates*

- Technician: \$95
- Analyst: \$115-125
- Senior Analyst: \$135
- Manager: \$150
- Principal: \$450
- Onsite Interviews: \$200 per project per visit
- Expert Testimony: \$450 per hour (Wilder only)

Note: CCMI's can bill based on hourly rates with a NTE cap on the work.

2. Project Based

To quote a flat fee price, CCMI needs the following information: Funding source, dollar value of project, anticipated number of work days on the project, approximate number of subcontractors on the project. We then will provide a single flat fee for all services and payment is made in even monthly amounts over the course of the project. Below are some examples using the proposed scope of work as set forth in Exhibit A:

- The flat fee price for obtaining an LCP for Prop 84 projects is \$1,500.
- Annual Report to DIR each year is billed at \$300 a year.
- A \$2.5 million project with Prop 84 funding to be completed in 10 months with between 8-10 subcontractors would like be billed as a flat fee if \$12,500. An hourly NTE price would be capped at \$15,500. It should be

noted that when we provide a NTE price, it does not mean that we will reach that-final price. The project could well come in under that NTE price.

- A \$400,000 project with CA and Federal Davis Bacon requirements to be completed over 4 months would be billed at a flat fee of \$3,000 and with an hourly NTE of \$4,000.
- A \$12 million project with CA and CDBG funding and Section 3 hiring requirements to be completed over 18 months would likely be a flat fee of \$27,000 with an hourly NTE of \$33,000

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

SANTA CLARA STADIUM AUTHORITY
a Joint Powers Agency

Approved as to Form:

Dated: _____

Office of the Stadium Authority
Counsel

DEANNA J. SANTANA
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“AUTHORITY”

CONTRACTOR COMPLIANCE AND MONITORING, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: Deborah E.G. Wilder

Title: President

Principal Place of Business Address: 635 Mariners Island Blvd., Suite 200
San Mateo, CA 94404

Email Address: dwilder@ccmilcp.com

Telephone: (650) 522-4403

Fax: (650) 522-4402

“CONTRACTOR”