

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WALLACE ROBERTS & TODD, LLC**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wallace Roberts & Todd, LLC, a Delaware Corporation (Consultant). City and Consultant may be referred to (Contractor). City and Consultant 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 City of Santa Clara, California, and Wallace, Roberts & Todd, LLC," dated October 17, 2019 (Agreement); and
- B. The Agreement was previously amended by Amendment No. 1, October 21, 2021, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide prepare a Downtown Precise Plan, and the Parties now wish to amend the Agreement to expand the scope of services and corresponding maximum compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 6 of the Agreement, entitled "Compensation and Payment," is amended to reflect a revised maximum compensation value of nine hundred seventy-eight thousand, three hundred forty-six dollars (\$978,346).
- 2. Exhibit A of the Agreement, entitled "Scope of Services," is hereby appended by the attached "Second Addendum to Scope of Services."

YFS.

3. Exhibit B of the Agreement, entitled "Schedule of Fees," is amended to reflect a revised maximum compensation value of nine hundred seventy-eight thousand, three hundred forty-six dollars (\$978,346).
4. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Alexander Abbe Digitally signed by Alexander Abbe
Date: 2021.12.03 09:28:57 -08'00'

Office of the City Attorney
City of Santa Clara

Dated: 12/13/2021


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

"CITY"

WALLACE ROBERTS & TODD, LLC
a Delaware Corporation

Dated: 11.02.21
By (Signature): 
Name: James Stickley
Title: Principal
Principal Place of Business Address: 478 Tehama Street, Suite 2B
San Francisco, CA 94103
Email Address: jstickley@wrtdesign.com
Telephone: (415) 575-4722
Fax: (215) 732-2551

"CONSULTANT"

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Second Addendum to Scope of Services

The following tasks are now added to the Scope of Services:

Task	Fee
1 Additional DCTF meetings	\$25,480
2 Consultant Team Charette	\$25,000
3 Stakeholder Added Meetings	\$4,600
4 Financial Feasibility of Land Use Options based on iterative design process	\$15,000
5 Context Study	\$10,000
6 Financial Memo Addendum to Existing Conditions Report	\$5,000
Total:	\$85,080

An additional \$14,920 is being included in the contractual maximum compensation as a contingency to cover any unforeseen added Downtown community Task Force (DCTF) meetings, community outreach, or additional analysis. Use of this contingency shall be approved in writing by the City of Santa Clara's project manager prior to commencement of work.

In no event shall the maximum compensation under this contract for any and all services exceed nine hundred seventy-eight thousand, three hundred forty-six dollars (\$978,346), subject to annual budget appropriations.