

**AMENDMENT NO. 6  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
PERKINS + WILL, INC.**

**PREAMBLE**

This agreement ("Amendment No. 6") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Perkins + Will, Inc., a Delaware corporation (Contractor or Consultant). 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 Professional Services by and between the City of Santa Clara, California, and Perkins + Will, Inc.", dated April 29, 2016 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1 dated October 27, 2017, Amendment No. 2 dated February 4, 2019, Amendment No. 3 dated August 27, 2019, Amendment No. 4 dated August 24, 2021, Amendment No. 5 dated September 27, 2022, and is again amended by this Amendment No. 6. 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 prepare the Tasman East Specific Plan, and the Parties now wish to amend the Agreement as Amended to update the final traffic report and extend the termination date.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

1. Section 5 of the Agreement as Amended, 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 the Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2025."

2. Exhibit A of the Agreement as Amended, entitled "Additional Scope of Services ", is hereby appended to include Sixth Revised Exhibit A, Scope of Services, attached and incorporated into this Amendment No. 6.
3. Exhibit B of the Agreement as Amended, entitled "Budget for Additional Scope of Services ", is hereby amended to read as shown in Sixth Revised Exhibit B, Fee Schedule, attached and incorporated into this Amendment No. 6.
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. 6, the provisions of this Amendment No. 6 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 6 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:

Dated: \_\_\_\_\_

\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

\_\_\_\_\_  
JOVAN D. GROGAN  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**PERKINS + WILL, INC**  
a Delaware Corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Geeti Silwal

Title: Principal-in-Charge

Principal Place of Business Address: 2Bryant Street, Suite 300  
San Francisco, CA 94107

Email Address: [geeti.silwal@perkinswill.com](mailto:geeti.silwal@perkinswill.com)

Telephone: (415) 856-3000

Fax: (415) 856-3001

"CONSULTANT"

## **SIXTH REVISED EXHIBIT A SCOPE OF SERVICES**

The additional services to be performed for the City of Santa Clara ("City") by the Contractor under this Amended Agreement are set forth below. The additional services include contributions from Perkins & Will (Contractor) and the following subcontractors: BKF, Fehr & Peers, David J. Powers & Partners, and Strategic Economics.

### **Task 1 - Project Management and Coordination:**

- **Sub-Task 1.1 – Coordination and Invoicing:** Perkins & Will will continue to administer the work plan, coordinate with sub-consultants, and provide monthly invoices for the next 7 months in accordance with the project schedule. The budget for this task also reflects Perkins & Will's ongoing coordination with the City of Santa Clara and sub-consultants to finalize this ASR request.
- **Sub-Task 1.2 – Edits to Specific Plan:** Perkins & Will will coordinate with the City of Santa Clara on any edits needed to the final specific plan based on the EIR amendment.

**Task 2 - Traffic Analysis:** Fehr & Peers will conduct the following tasks to update our transportation analysis resulting from potential changes to the Related Santa Clara project immediately to the north of Tasman East.

- **Sub-Task 2.1 – Calle Del Mundo Lane Configuration:** The currently adopted Tasman East Specific Plan proposes a bike lane and one mixed travel lane in each direction on Calle del Mundo, along with a center two-way left-turn lane. For this task, Contractor will qualitatively analyze the removal of the westbound bike lane on Calle del Mundo, replacing it with on-street parking. As an alternative, Contractor will qualitatively analyze the removal of the center turn lane in exchange for maintaining parking and bike lanes on both sides of the street. Additionally, Contractor will analyze the possibility of a bike lane remaining on one side of Calle del Mundo.
- **Sub-Task 2.2 – Traffic Analysis Update:** Fehr & Peers will quantitatively analyze changes to the transportation network north of Tasman Drive if Lick Mill Boulevard is not extended north of Calle del Mundo. Under this scenario, Lick Mill Boulevard is proposed to be four lanes south of Tasman Drive, two lanes north of Tasman Drive, and end with a left turn onto Calle del Mundo. Bike lanes on Calle del Mundo would remain unchanged.

This analysis will focus on Background with Project Conditions and Cumulative with Project Conditions for the following intersections:

- Intersection #16: Lick Mill Boulevard & Calle De Luna
  - Intersection #17: Lick Mill Boulevard & Calle Del Mundo
  - Intersection #19: Lick Mill Boulevard & Tasman Drive
- **Sub-Task 2.3 – Documentation:** Fehr & Peers will prepare a brief technical memorandum document the analysis results.

**Task 3 - EIR Update:** David J. Powers will conduct the following tasks to update the Specific Plan's EIR.

- **Sub-Task 3.1 – Air Quality and Greenhouse Gas Assessment:** As mentioned via e-mail on May 2, 2024, due to the recent court ruling in the California Restaurant Association v. City of Berkeley case, no city can ban the use of natural gas in new construction. The City of Santa Clara's Climate Action Plan is based, in part, on a natural gas ban. Based on discussions with the air quality consultant, Illingworth & Rodkin, Inc. (I&R), David J. Powers & Associates have determined I&R will need to update the Air Quality and Greenhouse Gas (GHG) Assessment, dated May 2023, as follows:
  - Model both the original Tasman East Specific Plan (TESP) and the increment of new growth from the TESP update using the newer California Emissions Estimator model (CalEEMod) Version 2022 for both natural gas and all electric;
  - Adjust the model to account for the inclusion of electric vehicles at a greater rate than previously assumed due to the Advanced Clean Cars Phase 2 regulation.
- The results of the modeling will be provided in the form of a technical memorandum. This will require project management and coordination time between David J. Powers and I&R.
- **Sub-Task 3.2 – Traffic Analysis Update:** The additional traffic analysis requested by the City (along with the GHG technical memorandum) will need to be incorporated into the Draft Subsequent Environmental Impact Report (EIR), which will require additional, in-house staff time. This will require project management and coordination time between David J. Powers and Fehr & Peers.

### **Contingency:**

To ensure the consultant team can continue to support the City of Santa Clara as additional tasks arise, a contingency of \$30,000 is also added. This amount would be available for use at the discretion of the City.

**Revised Exhibit B  
Fee Schedule**

**1. Fees**

1.1. For the additional services described in the Sixth Revised Exhibit A, the cost of said services are as follows:

<b>Contractor</b>	<b>Amount</b>
Perkins + Will Task 1	\$21,280
Perkins + Will/ Fehr & Peers Task 2	\$19,000
David J. Powers Task 3	\$22,064
<b>SUBTOTAL AMENDMENT NO. 6</b>	<b>\$62,344</b>
Contingency	\$30,000
<b>TOTAL AMENDMENT NO. 6</b>	<b>\$92,344</b>
Original Agreement Not-To-Exceed	\$759,425
Amendment No. 1	\$194,870
Amendment No. 2	\$186,587
Amendment No. 3	\$45,550
Amendment No. 4	\$275,000
Amendment No. 5	\$0
<b>REVISED NOT-TO EXCEED AMOUNT</b>	<b>\$1,553,776</b>

<sup>1</sup>Strategic Economics services are on-call and should their services be required any payments would come from the contingency amount.

**2. MAXIMUM COMPENSATION**

2.1. The maximum compensation the City will pay Contractor for all services provided under this Agreement shall not exceed **One Million Five Hundred Fifty-Three Thousand Seven Hundred Seventy-Six Dollars (\$1,553,776)** during the Term of the Agreement.