

**AMENDMENT NO. 3  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
MOORE IACOFANO GOLTSMAN, INC.**

**PREAMBLE**

This agreement (“Amendment No. 3”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Moore Iacofano Goltsman, Inc., a California corporation, (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 Services”, dated July 17, 2018 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated June 12, 2020, by Amendment No. 2, dated December 24, 2020, and is again amended by this Amendment No. 3. The Agreement and two 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 Consultant prepare a Specific Plan for the Patrick Henry Drive plan area, and the Parties now wish to amend the Agreement as Amended to expand the scope of services and increase the total compensation.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. Section 6 of the Agreement as Amended, entitled “Compensation and Payment,” is amended to reflect a revised maximum compensation of \$1,183,623.
- 2. Exhibit A, entitled “Scope of Services” is appended with the attached “Additional Tasks,” dated June 21, 2021.
- 3. Exhibit B, entitled “Schedule of Fees,” is amended to reflect a revised maximum compensation of \$1,183,623.
- 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. 3, the provisions of this Amendment No. 3 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 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: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

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

“CITY”

**MOORE IACOFANO GOLTSMAN, INC.**  
a California corporation

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

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

Name: Chris Beynon

Title: Chief Development Officer

Principal Place of Business Address: 800 Hearst Avenue  
Berkeley, CA 94710

Email Address: ChrisB@MIGcom.com

Telephone: (510) 845-7549

Fax: (510) 845-8750

“CONSULTANT”

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**Additional Tasks**

**June 21, 2021**

**Patrick Henry Drive Specific Plan**

<b>Task</b>	<b>Description</b>	<b>Budget</b>
Traffic Impact Analysis	Additional Scope to expand analysis	\$20,000
Project Management	Six additional months of project management funding to oversee project and subconsultants	\$9,000
DPW Infrastructure Fee	EPS as Subconsultant	\$30,000
Draft EIR	MIG expansion of scope to account for out of scope work	\$80,000
Contingency	Additional changes as requested for streetscape, setback, etc.	\$20,000
Marriott-Specific Changes	EIR and Specific Plan Text for new land use designation	\$7,000
<b>Total</b>		<b>\$166,000</b>