

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KIMLEY-HORN AND ASSOCIATES, INC**

PREAMBLE

This agreement (“Amendment No. 1”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Kimley-Horn and Associates, Inc, a North Carolina 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 DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND KIMLEY-HORN AND ASSOCIATES, INC”, dated July, 27, 2021 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide traffic engineering services, and the Parties now wish to amend the Agreement to extend the termination date and increase the maximum compensation.

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 July 1, 2021 and terminate on July 1, 2024.”

- 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, City 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 one hundred fifty thousand dollars (\$150,000), 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. 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.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KIMLEY-HORN AND ASSOCIATES, INC
a North Carolina corporation

Dated: _____

By (Signature): _____

Name: Brian Sowers

Title: Senior Vice President

Principal Place of Business Address: 4637 Chabot Drive, Suite 300
Pleasanton, CA 94588

Email Address: brian.sowers@kimley-horn.com

Telephone: (925) 398-4840

Fax: None

"CONTRACTOR"

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