

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
LPA, INC.  
FOR THE INTERNATIONAL SWIM CENTER FACILITY ASSESSMENT**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and LPA, Inc., a California 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 Services Between the City of Santa Clara, California, and LPA, Inc. for the International Swim Center Facility Assessment", dated August 10, 2023 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide professional services for a facility assessment of the international swim center, and the Parties now wish to amend the Agreement to have consultant provide additional services to assist the City in reviewing options for both temporary use and permanent reconstruction for consideration as specified in proposal dated February 27, 2024 and Professional Services Authorization dated March 6, 2024, and increase compensation by \$10,000 for a revised not-to-exceed maximum compensation of \$248,920, subject to the appropriation of funds.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. 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 Revised Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is set forth in Section 1 of Revised Exhibit B, 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.

2. Exhibit B of the Agreement, entitled "SCHEDULE OF FEES", is hereby amendment to read as shown in Revised Exhibit B, attached and incorporated into this Amendment No. 1.
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: 4/25/24



GLEN R. GOOGINS  
City Attorney



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

"CITY"

**LPA, INC.**

a California corporation/partnership/individual

Dated: April 22, 2024

DocuSigned by:

By (Signature): 

Name: Jon Mills

Title: Chief Operating Officer

Principal Place of Business Address: 60 South Market Street, Suite 1250  
San Jose, CA 95113

Email Address: jmills@LPADesignStudios.com

Telephone: (408) 780-7203

Fax: (949) 260-1190

"CONTRACTOR"

DS  


DS  


DS  


## REVISED EXHIBIT B SCHEDULE OF FEES

### 1. MAXIMUM COMPENSATION

The total maximum compensation the City will pay the Consultant under this Agreement shall not exceed Two Hundred Forty-Eight Thousand Nine Hundred Twenty Dollars (\$248,920) during the term of the Agreement. Any additional fees, costs and expenses requested by the City that would exceed the preceding maximum amount will need to be addressed through an amendment to the Agreement.

### 2. FEE SCHEDULE

Consultant's compensation for Phase 1 Services, as described in Exhibit A, shall be a fixed fee of \$223,920. This fixed fee includes all labor, materials, equipment, overhead, general administrative costs, and profit. Consultant shall invoice the City for the percentage of services completed during the previous month.

### 3. ADDITIONAL SERVICES

Services that are not part of Phase 1 Services, as described in Exhibit A, shall be at additional cost. The City has set aside the amount of \$25,000 for additional services. Consultant shall provide a written quote to the City, which may be based on a fixed fee as listed in Table B1, or as listed in Table B2 on time and material basis.

Cost of services and expenses charged to Consultant by outside consultants and professional or technical firms shall be at actual cost plus 10%. Reimbursable expenses will be billed at actual cost plus 10%.

**Table B1: Additional Services**

<b>Description</b>	<b>Amount</b>
Utility Locating	\$108,013
Topographic Survey	\$76,368
Pool Structure Leak Detection	\$12,157

**Table B2: Hourly Rates**

<b>Classification</b>	<b>Regular Hourly Rate*</b>
Principal	\$285.00
Director	\$240.00
Discipline Director	\$260.00
Project Director	\$250.00
Project Leader	\$200.00
Manager	\$165.00

<b>Classification</b>	<b>Regular Hourly Rate*</b>
Design Coordinator II	\$170.00
Design Coordinator I	\$145.00
Designer III	\$135.00
Designer II	\$120.00
Designer I	\$110.00
Senior Specialist	\$140.00
Specialist 111	\$110.00
Specialist II	\$95.00
Specialist I	\$85.00
Intern	\$75.00

\*The hourly rates are subject to change annually, subject to the City's approval.

#### **4. PAYMENT SCHEDULE**

City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.