

**AMENDMENT NO. 3
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PERKINS + WILL, INC.**

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Perkins + Will, Inc., a Delaware 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 Professional Services by and between the City of Santa Clara, California, and Perkins + Will, Inc.", dated April 29, 2016 (the "Original Agreement");
- B. The Original Agreement was previously amended by Amendment No. 1, dated October 27, 2017 and Amendment No. 2, dated February 4, 2019. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement as Amended for the purpose of having Contractor prepare the Tasman East Specific Plan, and the Parties now wish to amend the Original Agreement as Amended to expand the Scope of Services to prepare an amendment to the approved Tasman East Specific Plan.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

- A. That Section 5 of the Original Agreement as Amended, entitled "Term of Agreement," is hereby amended to revise the termination date of the Agreement to June 30, 2020.
- B. That Exhibit A, entitled "Scope of Services," of the Original Agreement as Amended, is hereby appended to include the attached document entitled "Additional Scope of Services."
- C. That Exhibit B, entitled "Fee Schedule," of the Original Agreement as Amended, is hereby appended to include the attached "Budget for Additional Services."

2. TERMS

All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 3 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No.3 shall control.

3. COUNTERPARTS

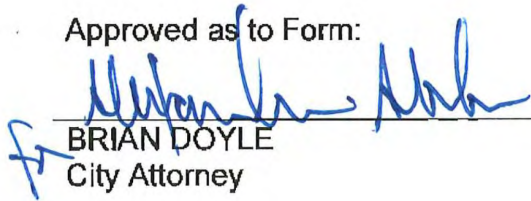
This Amendment No. 3 may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

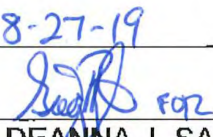
The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 8-27-19

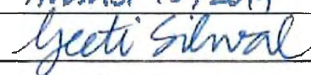

BRIAN DOYLE
City Attorney


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

PERKINS + WILL, INC.
a Delaware corporation

Dated: AUGUST 13, 2019

By (Signature): 

Name: Geeti Silwal

Title: Principal-in-Charge

Principal Place of Business Address: 2 Bryant Street, Suite 300
San Francisco, CA 94105

Email Address: Geeti.silwal@perkinswill.com

Telephone: (415) 856-3000

Fax: (415) 856-3001

"CONTRACTOR"

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EXHIBIT A ADDITIONAL SCOPE OF SERVICES

The additional Services to be performed for the City by the Contractor under this Amended Agreement are set forth below.

1. OUTLINE SCOPE OF WORK

A. Strategic Economics (SE)

- **District-Based Funding Options for Operations and Maintenance:** SE will assist the City in examining district-based funding mechanisms that can support operations, programming, and maintenance of the Calle del Sol extension plaza, and will provide a recommendation as to which mechanism is most appropriate. The examined options will include business improvement districts, property-based improvement districts, and community benefit districts. Each of these districts provides sufficient funding for basic operations and maintenance (but not major capital improvements or land acquisition) and creates a local entity that can represent the interests of local stakeholders. The districts vary, however, in whether businesses, property owners, and/or residents contribute funding. Strategic Economics will first provide an explanation of how each district type is funded and structured, and the pros and cons of implementing the district in Tasman East. These pros and cons will focus on qualitative considerations such as stakeholder interest, the relationship of contributors to the likely benefits provided, etc.
- Based on this information, Strategic Economics will then work with City staff to determine which structure would be implementable and appropriate for Tasman East. As part of this effort, Strategic Economics staff will participate in calls with City staff, up to one in-person meeting with staff, and participate in up to one in-person meeting with developers and property owners in the Tasman East area to present the findings of the initial pros/cons memo.
- Deliverables:
 - Draft memo providing explanation of different district-based funding mechanisms and their pros and cons for the Tasman East area.
 - Final revised version of draft memo that identifies the selected district-based funding mechanism, the reasons for its selection, and the next steps to be undertaken for the mechanism's implementation

- **Plan Revisions:** SE will update sections of the plan as-needed, including incorporation of new findings regarding district-based tools selection and implementation.

B. David J. Powers and Associates / Fehr and Peers

- Prepare EIR addendum to represent revised circulation and access strategy, including text and graphics

C. Perkins + Will

- Develop layout of bike and pedestrian route and possible new mid-block plaza
- Coordinate with developers to ensure compatibility of Specific Plan addendum and developer proposals for public realm
- Update all text and diagrams in Specific Plan Report which are affected by the revised Calle del Sol extension layout
- Create any new diagrams, plans, sections which are necessary to communicate the revised layout
- Coordinate with SE, DJP&A and F&P to ensure compatibility of all updates
- Coordinate with CSC planning staff and City Manager's Office to confirm preferred option(s) and layout
- General team management, contract amendment, invoices etc.

2. SCHEDULE

Six to eight weeks, including two to four weeks for internal CSC decision-making process

EXHIBIT B
BUDGET FOR ADDITIONAL SCOPE OF SERVICES

For the additional services described in Exhibit A, the cost of said services will be as follows:

Strategic Economics (SE)	\$15,550
David J. Powers & Associates (DJP) and Fehr & Peers (FP)	\$10,000
Perkins + Will, Inc. (P+W)	\$20,000
Total	\$45,550

Combined with the previous scope of services, the total value of this agreement shall not exceed one million one hundred eighty-six thousand four hundred thirty-two dollars (\$1,186,432).