

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PERKINS + WILL, INC.**

PREAMBLE

This agreement ("Amendment No. 2") 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 28, 2016 (the "Original Agreement");
- B. The Original Agreement was previously amended by Amendment No. 1, dated October 27, 2017, and is again amended by this Amendment No. 2. 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 for the purpose of having Contractor provide professional services for the creation of a Tasman East Specific Plan and supporting Environmental Impact Report, and the Parties now wish to amend the Original Agreement to expand upon the original Scope of Services.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That Exhibit A, "Scope of Services," is appended to include additional services from Perkins + Will, Inc., David J. Powers and Associates, and Fehr & Peers as described in the attached document entitled "Tasman East Focus Area Plan Additional Services" dated November 5, 2018.

That Exhibit B, "Fee Schedule," is appended to include additional cost details from Perkins + Will, Inc., David J. Powers and Associates, and Fehr & Peers as described in the attached "Tasman East Basic and Additional Services Fee Schedule." The original Fee Schedule is hereby amended by increasing the total payment by one hundred eighty six thousand five hundred eighty seven dollars (\$186,587), for a new total not to exceed amount of one million one hundred forty thousand eight hundred eighty two dollars (\$1,140,882).

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

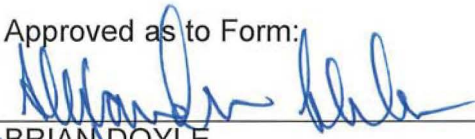
3. COUNTERPARTS

This Agreement 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. 2 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:


BRIAN DOYLE
City Attorney

Dated:

11/24/19

DEANNA J. SANTANA
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: 02.04.2019
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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TASMAN EAST FOCUS AREA PLAN ADDITIONAL SERVICES

November 5, 2018

Perkins + Will

TASK 9: Ongoing professional services during extended Traffic Assessment Analysis Task.

TASK 10: Prepare for, attend and issue summary report for second developer meeting early May 2018 and incorporate any agreed revisions to the draft Specific Plan report.

TASK 11: Prepare for and attend second City Council study session June 26 2018.

TASK 12: Respond to multiple rounds of partial stakeholder and City staff comments on second draft report and reissue draft report for review and discussion at various City staff/stakeholder meetings May and June 2018.

TASK 13: Prepare for and attend third City Council study session early September 2018.

TASK 14: Allow for final round of comments from Developers/Stakeholders to ensure compatibility of Design Intent and Guidelines with known developer proposals. Finalize report upon completion of all negotiations and agreed revisions with developers.

TASK 15: Prepare two street level renderings indicating scale, character and location of potential development, including streetscape improvements and any public open space which may appear in the selected viewpoints. P+W to work with City staff to select rendering viewpoints.

TASK 16: Attend 4 meetings with developers at City Hall in August and September 2018 to review developer concerns regarding building controls, open space and TDM measures.

TASK 17: Prepare for and attend Planning Commission study session September 2018 and Planning Commission hearing October 2018.

David J. Powers and Associates

Service CA2.1: Following initiation of the EIR preparation, the project description was modified to include a 600 student school within the Plan Area which required circulation of a revised NOP and review of additional public comments on the project. Three iterations of the proposed Specific Plan have also been prepared, requiring review of the project details to ensure the accuracy of the EIR project description and impact analysis. The project has also required review of several iterations of the transportation impact analysis scope of work and review of multiple iterations of the draft transportation impact analysis. Our original scope of work also assumed the Specific Plan EIR process would be completed in one year. The current total estimated schedule for the EIR is 2.5 years which has contributed to the need for additional effort to complete the EIR process.

Service CA2.2: This budget amendment request covers work to complete the Draft EIR and Final EIR for the project. Completion of the Draft EIR required a significant amount of coordination with the City and their outside counsel to revise administrative drafts of the document and finalize the Draft EIR. The work included additional services by the project biologists to reach conclusions on the impacts of the project and discuss their findings with the City. Those services included responding to several rounds of comments on the biological resources report, participating in conference calls, and performing additional analyses related to the potential for birds to collide with tall buildings and for tall buildings to reduce habitat quality in adjacent areas. DJP&A review and coordination of revised Specific Plan roadway network exhibits and attendance at additional meetings and conference calls was also required. This contract amendment assumes approximately 89 hours of DJP&A staff time to complete the Final EIR for the project, attend coordination meetings, and attend hearings for the Specific Plan. The cost to complete the Final EIR is anticipated to be \$15,125 for DJP&A staff time and \$5,382 for the additional biological services, a total of \$20,507. This cost estimate assumes that comments received on the Draft EIR for the Specific Plan do not exceed 25 total pages in length or result in the need for additional technical analysis.

Fehr+Peers

Additional transportation impacts analysis as requested by City DOT staff.

| TASMAN EAST BASIC AND ADDITIONAL SERVICES FEE SCHEDULE | |
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REVISION J

5-Nov-18

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