

**AMENDMENT NO. 3  
TO THE AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GEI CONSULTANTS, INC.**

**PREAMBLE**

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and GEI Consultants, Inc. a Massachusetts 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" dated August 26, 2014 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated May 11, 2017, and Amendment No. 2, dated November 27, 2018, and is again amended by this Amendment No. 3. The Agreement and all 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 Contractor provide project management support for the Bucks Creek Project Relicensing, and the Parties now wish to amend the Agreement as Amended to increase the fee schedule by \$50,000.00.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. That Exhibit B of the Agreement as Amended, entitled "Fee Schedule" is amended to read as follows:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one million seventy eight thousand eight hundred forty one dollars (\$1,078,841.00), subject to budget appropriations.
- 2. 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"

**GEI CONSULTANTS, INC.**  
a Massachusetts corporation

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

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

Name: GINGER GILLIN

Title: Vice President

Principal Place of Business Address: 2868 Prospect Park Drive, Suite 400  
Rancho Cordova, CA 95670

Email Address: \_\_\_\_\_

Telephone: (916) 631-4500

Fax: (916) 634-4501

"CONTRACTOR"