

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RAIMI & 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 Raimi & Associates, Inc., a California 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 the Performance of Services", dated October 13, 2017 (the "original Agreement"); and
- B. The Parties entered into the original Agreement for the purpose of having Contractor provide consultant services to prepare the El Camino Precise Plan, and the Parties now wish to amend the Original Agreement to extend the term of the Agreement.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

- 1. That Section 5 of the original Agreement, entitled "Term of Agreement" is hereby 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 the Effective Date of this Agreement and terminate on September 30, 2020.

- 2. That the Cost Proposal included under Exhibit B, entitled "Fee Schedule," is hereby appended to include billing rates for 2020 as described in the attached "Addendum to Exhibit B - Fee Schedule."

This rate adjustment does not alter the original Agreement's not-to-exceed amount of \$910,000.00 which is comprised of \$749,994.00 for Basic Services and \$159,989 for Additional Services.

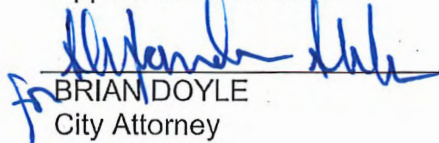
3. All other terms of the original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.
1. 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. 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: 1-9-2020


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"

RAIMI & ASSOCIATES, INC.
a California corporation

Dated: 11-27-19

By (Signature): 

Name: Matthew D. Raimi

Title: President + CEO

Principal Place of 1900 Addison Street, Suite 200

Business Address: Berkley, CA 94704

Email Address: Matt@RaimiAssociates.com

Telephone: (510) 666-1010

Fax: N/A

"CONTRACTOR"

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**ADDENDUM TO
EXHIBIT B - FEE SCHEDULE**

COST PROPOSAL

Effective January 1, 2020, the Consultant shall invoice the City using the following Federal Rate Schedule for the El Camino Real Specific Plan:

Labor Position	2020 Federal Billing Rates
Principal	\$285/hour
Associate Principal	\$249/hour
Senior Associate	\$173/hour
Associate	\$165/hour
Senior Planner/ Designer/ Researcher	\$142/hour
Intermediate Planner/Designer	\$129/hour
Planner/Designer/Researcher	\$123/hour
Clerical/Intern	\$88/hour
Billing	\$165/hour

Reimbursable Expenses

General Office Expenses	Billed at 3% of labor
Sub-consultant Management	7%
Travel mileage	\$0.575/mile or current IRS rate
Travel - Airfare, Hotel, Meals	At Cost
Printing (in-house)	
11x17 Color	\$1.00/ea
8.5x11 Color	\$0.50/ea
11x17 B/W	\$0.20/ea
8.5x11 B/W	\$0.10/ea
Binding	\$2.50 per document (8.5x11) or at cost from vendor
Large Format Printing/Plotting	at cost from vendor
Large Volume Print Jobs (eg, final reports)	at cost from vendor

The total payment to the Consultant for Basic Services shall not exceed \$749,994.00. The amount billed to City for Additional Services shall not exceed the sum of \$159,989.00. In no event shall the amount billed to City by Consultant for services under this Agreement exceed nine hundred ten thousand dollars (\$910,000.00), subject to budget appropriations.