

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MOORE IACOFANO GOLTSMAN, INC.**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Moore Iacofano Goltsman, 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 Services Between the City of Santa Clara, California, and Moore Iacofano Goltsman, Inc.," with an Effective Date of July 17, 2018 (Agreement); and
- B. The Agreement was previously amended by Amendment No. 1, dated June 1, 2020, and is again amended by this Amendment No. 2. The Agreement and previous amendment 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 professional services to prepare a comprehensive plan for the Freedom Circle focus area, and the Parties now wish to amend the Agreement as Amended to enhance the scope of services and related funding.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Agreement as Amended, entitled "Term of Agreement" is amended to reflect a termination date of December 31, 2022.
- 2. Section 6 of the Agreement as Amended, entitled "Compensation and Payment" is amended to reflect a maximum compensation of seven hundred fifty-one thousand, six hundred thirty-five dollars (\$751,635), subject to budget appropriations.
- 3. Exhibit A of the Agreement as Amended, entitled "Scope of Services" is appended to include the attached "Additional Tasks," dated June 8, 2021.

4. Exhibit B of the Agreement as Amended, entitled "Schedule of Fees" is hereby updated to reflect a total not to exceed amount of seven hundred fifty-one thousand, six hundred thirty-five dollars (\$751,635), subject to budget appropriations.
5. 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. 2, the provisions of this Amendment No. 2 shall control.

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:

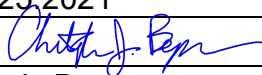
Dated: _____

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"

MOORE IACOFANO GOLTSMAN, INC.
a California corporation

Dated: 7.25.2021
By (Signature): 
Name: Chris Beynon
Title: Chief Development Officer
Principal Place of Business Address: 800 Hearst Avenue
Berkeley, CA 94710
Email Address: chrisb@migcom.com
Telephone: (510) 845-7549
Fax: (510) 845-8750

"CONTRACTOR"

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**Additional Tasks
June 8, 2021**

Freedom Circle Focus Area Plan / Traffic Impact Analysis /EIR

Task	Description	Budget
TIA Additional Analysis (3 rd change order)	Analysis of an additional cumulative scenario to evaluate impacts specific to the Greystar development (without full build-out) in the cumulative condition.	\$32,000 (Hexagon labor) \$1,600 (MIG labor/admin) (\$16,380) (Contingency) =\$17,220
Contingency	Restore contingency (used for three PW-requested TIA change orders) and add buffer for additional TIA edits and EIR changes	\$48,780
Total		\$66,000