

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
WILSON, IHRIG & ASSOCIATES**

**PREAMBLE**

This agreement (“Amendment No. 1”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wilson, Ihrig & Associates, a California corporation (Consultant). City and Consultant 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 Wilson, Ihrig & Associates,” dated April 20, 2021 (Agreement).
- B. The Parties entered into the Agreement for the purpose of having Consultant provide noise monitoring systems and services to the City of Santa Clara to help document noise levels in the neighborhoods near Vantage CA2 Data Center and the Owens Corning Facility, and the Parties now wish to amend the Agreement to expand the scope of services to include enhanced noise monitoring with additional equipment and reporting.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. That Section 6 of the original Agreement entitled “Compensation and Payment” is hereby revised to reflect a maximum compensation of eighty-six thousand, six hundred dollars (\$86,600).
- 2. That Exhibit A, entitled “Scope of Services,” is hereby appended by the attached “Additional Scope of Services.”
- 3. That Exhibit B, entitled “Schedule of Fees,” is hereby appended by the attached “Appendix to the Schedule of Fees.”
- 4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

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: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

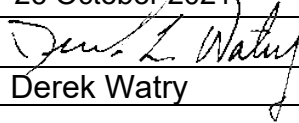
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DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**WILSON, IHRIG & ASSOCIATES**  
a California corporation

Dated: 26 October 2021

By (Signature):



Name: Derek Watry

Title: Principal

Principal Place of Business Address: 5900 Hollis Street, Suite T  
Emeryville, CA 94608

Email Address: [dwatry@wilsonihrig.com](mailto:dwatry@wilsonihrig.com)

Telephone: (510) 658-6719

Fax: (510) 652-4441

“CONSULTANT”

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## **Additional Scope of Services**

In the original Scope of Services the monitoring and equipment included were unable to definitively locate the source of the noise complaints. The Consultant will provide the following services to support a more comprehensive monitoring program.

1. Installation of Seti-Media monitoring systems (inclusive of frequency information);
  - This equipment is able to constantly record 1/3 octave-band data at all installed locations.
  - Units have a high power consumption and require line power to be supplied via the City light poles they are installed on.
  - Installation and moves would require significant coordination. These monitors are bulky and require a rented boom lift to install. Installation typically takes 2 to 3 weeks to relocate a unit after the request is received, pending rental lift availability.
  - Equipment has option to record loud events based on the sound level in a particular frequency band instead of relying on the dBA level.
2. Installation of 5 long-term unattended noise monitors including 2 near the suspected sources of noise and 3 near the residences that have lodged complaints of the noise.
  - The City of Santa Clara will coordinate access to the property of the Vantage CA2 data center or the Owens Corning facility, if needed.
3. Analyze data and correlate noise levels to available noise complaints during the monitoring period, if applicable.
4. Produce a monthly report summary of noise readings and any associated complaints during the period.
5. 4 months of continuous noise monitoring, report writing, and consultation. Time period can be extended at client request.
6. 5 monitor relocation days during which Wilson Ihrig will relocate monitors; up to 3 meters can be relocated in a single day, and Silicon Valley Power would then need to connect them to power.

### General Consulting

The following services are not included in the number list above, but could be undertaken utilizing the general consulting budget line item found in Exhibit B.

- Unattended noise monitoring longer than 4 months in duration.
- Any attended noise monitoring. Additional trips beyond 1 for deployment, 5 for meter relocation, and 1 for retrieval.
- Noise monitoring or measurements inside residences.
- Any major investigation into the source(s) of the noise complaints beyond the measurement data that will be taken near the source of the complaints and near the suspected sources of the noise complaints.
- Recommendations to reduce the noise levels from the source(s), should it/they be identified.
- Attendance of community meetings.

## Appendix to the Schedule of Fees

In addition to the original schedule of fees which had a not to exceed amount of ten thousand dollars (\$10,000), the following fees are reflective of the services added in the Additional Scope of Services.

Long-term monitoring with frequency content, requires line power:

Mobilization/ Demobilization	\$ 12,800
Shipping & ODCs	\$ 1,000
Four Months of Continuous Noise Monitoring (\$6,700 per month)	\$ 26,800
Five Monitor Relocation Days (relocate 2 to 3 monitors per day) (\$4,400 per relocation day; includes boom lift rental)	\$ 22,000
General Consulting	\$ 10,000
Contingency Budget for Equipment Troubleshooting	\$ 4,000
<b>Total:</b>	<b>\$ 76,600</b>

The maximum amount of compensation to be paid to Consultant for any and all services under this agreement as amended shall not exceed eighty-six thousand six hundred dollars (\$86,600).