

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
WRECO  
FOR  
GREAT AMERICA PARKWAY AND MISSION COLLEGE BOULEVARD  
INTERSECTION IMPROVEMENTS**

**PREAMBLE**

This agreement (“Amendment No. 1”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and WRECO, 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 Design Professional Services between the City of Santa Clara, California, and WRECO for Great America Parkway and Mission College Boulevard Intersection Improvements, dated August 29<sup>th</sup>, 2019 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Consultant provide engineering design services for the Great America Parkway and Mission College Boulevard Intersection Improvements, and the Parties now wish to amend the Agreement to update the current 60% plans to meet the parameters made by the City Traffic Engineer in January 2022.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

**1. AMENDMENT PROVISIONS**

Section 2 of the Agreement, entitled “Term of Agreement” is 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 July 17, 2019 and terminate on December 31, 2025.”

## **2. AMENDMENT PROVISIONS**

Section 6 of the Agreement, entitled “Compensation and Payment” is amended to read as follows:

“In consideration for Consultant’s complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled “SCHEDULE OF FEES.” The maximum compensation of this Agreement is One Million Four Hundred Nine Thousand Six Hundred and Twenty-Nine dollars (\$1,409,629), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials, and equipment required to perform the Services.

All work performed or materials provided in excess of the maximum compensation shall be at Consultant’s expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.”

## **3. AMENDMENT PROVISIONS**

The Section II (Background and Project) of Exhibit A (Scope of Services) is amended to read as follows:

“Increasing traffic volume in the City necessitates a third left turn lane on westbound MCB to GAP. Street widening is to be achieved by reducing existing median island width and moving existing sidewalks further out to create space needed for additional turning lanes at the intersection. Intersection and street improvements also include ADA improvements within the project area, new traffic signal, reconstructed curb returns, new streetlights, a combination of pavement overlay and pavement reconstruction, modifications to the existing storm drain system and other utilities, and Silicon Valley Power (SVP) electrical and fiber facilities improvements.

The progress plans, dated February 20, 2014, prepared by the original designer with City’s review comments was used as a starting point in the agreement. With the City traffic engineer revising the layout parameters in 2022, additional services are requested from the Consultant to complete the redesign, restarting from the previous 60% submittal.”

## **4. AMENDMENT PROVISIONS**

The following paragraph is added to Exhibit A (Scope of Services), Section III (Scope of Work), Task 2 (Pre-Design Investigation and Project Scope Confirmation), Subtask 2.3 (Preparation of Cleaned-up Plans) after the first paragraph of the Original Agreement:

“The City will take responsibility for the new layout and road alignments which includes traffic analysis at the GAP/MCB intersection and providing minimum

truck sizes to use for turning movements based on the provided roadway layout alternative.”

## **5. AMENDMENT PROVISIONS**

The following paragraph is added to Exhibit A (Scope of Services), Section III (Scope of Work), Task 2 (Pre-Design Investigation and Project Scope Confirmation), Subtask 2.4 (Bus Duckout Evaluation) of the Original Agreement:

“The City will coordinate with VTA on the elimination/redesign of bus pull-outs for the Project.”

## **6. AMENDMENT PROVISIONS**

The first paragraph of Exhibit A (Scope of Services), Section III (Scope of Work), Task 2 (Pre-Design Investigation and Project Scope Confirmation), Subtask 2.9 (Permits and Agreements) of the Original Agreement is amended to read as follows:

“Consultant shall prepare a Caltrans Encroachment Permit to allow the project to conduct roadway improvements within the state right of way. It is assumed this will be done through the DEER process. Any additional requirements by Caltrans will be considered outside the scope of work. Application fee, if any, will be paid by City directly. The City will continue to be the point of contact with Caltrans (encroachment permit) and property owners (right of entry/temp easements).”

## **7. AMENDMENT PROVISIONS**

The following paragraph is added to Exhibit A (Scope of Services), Section III (Scope of Work), Task 2 (Pre-Design Investigation and Project Scope Confirmation), Subtask 2.10.1a (Utility Design and Coordination) of the Original Agreement:

“The City and SVP will provide all relevant updates on the latest infrastructure and design standards for SIC/fiber, signals, and street lighting prior to starting the 60% design.”

## **8. AMENDMENT PROVISIONS**

The following subtask is added to Exhibit A (Scope of Services), Section III (Scope of Work), Task 2 (Pre-Design Investigation and Project Scope Confirmation) of the Original Agreement:

“2.12 Traffic Analysis

The City has performed a traffic analysis to justify the roadway alternative (including lane reductions, lane width reductions, bike and bus lane widths) and

will provide to the Consultant. Consultant takes no responsibility for the traffic analysis, lane reductions, reduced traffic storage lengths and lane alignments.”

**9. AMENDMENT PROVISIONS**

The first paragraph of Exhibit A (Scope of Services), Section III (Scope of Work), Task 4 (90% Submittal) of the Original Agreement is amended to read as follows:

“CONSULTANT shall proceed with the 90% design after receiving written confirmation from the City to proceed. The City will provide one set of complete, consolidated, and non-conflicting comments from the City prior to commencing on the 90% design, 100% Design and Final Design. Any comments received after the comment resolution matrix is finalized will be addressed at the following design stage. If the City chooses to include a second set of comments, this work will be covered under additional services.”

**10. AMENDMENT PROVISIONS**

The table under Exhibit A (Scope of Services), Section IV (Schedule) is amended to read as follows:

Milestones	Duration	Due date
Notice to Proceed	1 day	<i>July 10, 2019</i>
Confirm Project Scope	3 months	<i>October 10, 2019</i>
Notice to Proceed (2022 Redesign)	1 day	August 17, 2022
60% Submittal	2 months	October 21, 2022
90% Submittal	5 months	March 17, 2023
100% Submittal	3 months	June 23, 2023
Bid Document Submittal	2 months	September 1, 2023

This adjusted timeline includes City review time (25 days for 60% review, 25 days for 90% review and 10 days for Final review) and should this review time extend beyond the allocated days the overall project will be extended accordingly.

**11. AMENDMENT PROVISIONS**

The first paragraph of Exhibit B, Section I (General Payment) of the Original Agreement is amended to read the following:

“The Total payment per the original Agreement was set not to exceed \$1,028,000, which includes pre-approved additional services to the sum of \$96,267. As the project was halted to facilitate the redesign of the intersection per the City Traffic Division, the total remaining budget available from the original agreement is \$357,933. To facilitate the redesign of the Project, the total

redesign payment to the Consultant for Basic Services (and optional services) shall not exceed \$290,914. The amount billed to the City for pre-approved Additional Services for the redesign shall not exceed the sum of \$90,715. In no event shall the amount billed to the City by consultant for redesign services under this Agreement exceed \$381,629, subject to budget appropriations.”

**12. AMENDMENT PROVISIONS**

The following paragraph is added Exhibit B, Section II (Basic Services) of the Original Agreement:

“Rates shall be per the attached standard hourly rate sheets through December 31, 2023. On January 1, 2024, Rates may be adjusted as described herein. The adjustment of rates shall be submitted by CONSULTANT and agreed in writing by City prior to any adjustment being made. The adjusted Rates shall be no more than the percentage difference between the Consumer Price Index (CPI) of January of the preceding year and the CPI as may be available nearest to and in advance of the month and year in which the adjustment is made and shall be capped at a maximum of 3% for each adjustment per year. The CPI shall be defined as the San Francisco-Oakland-Hayward urban wage earners and clerical workers (W). Rates changed by calculation shall be rounded to the nearest whole dollar.”

**13. AMENDMENT PROVISIONS**

The table under Exhibit B, Section II (Basic Services) of the Original Agreement is amended and replaced as:

Task	Description	Payments to date	Remaining balance	Redesign cost
	<b>Basic Services</b>			
1	Project Management	\$ 54,097	\$ 9,496	\$ 41,374
2	Pre-Design Investigation Project Scope & Confirmation	\$ 173,136	\$ 0	\$ 0
3	60% Submittal	\$ 200,586	\$ 665	\$ 144,928
4	90% Submittal	\$ 204,778	\$ 21,519	\$ 132,637
5	100% Submittal	\$ 0	\$ 113,237	\$ 101,612
6	Bid Documents	\$ 0	\$ 36,914	\$ 36,968
7	Bidding and Award Assistance	\$ 0	\$ 18,738	\$ 19,300
8	Construction Phase Assistance	\$ 0	\$ 57,785	\$ 59,519
9	Record Drawings and Project Close Out	\$ 0	\$ 34,365	\$ 35,396
10	Optional Services			
	10.1 Geotechnical Exploration	\$ 0	\$ 0	\$ 0
	10.2 Pothole	\$ 81,090	\$ 14,541	\$ 70,059
	10.3 As-Needed Construction Support	\$ 0	\$ 0	\$ 0
	<b>Basic Services Subtotal</b>	<b>\$ 705,888</b>	<b>\$ 350,879</b>	<b>\$ 641,793</b>
	Reimbursable Expenses	\$ 0	\$ 1,500	\$ 1,500
	Additional Services	\$ 0	\$ 5,554	\$ 96,269

<b>Total</b>	<b>\$ 705,888</b>	<b>\$ 357,933</b>	<b>\$ 739,562</b>
	<b>Additional redesign cost</b>		<b>\$ 381,629</b>

#### 14. AMENDMENT PROVISIONS

The tables under Exhibit B, Section V (Rate Schedule) of the Original Agreement have been amended to read the following:

##### WRECO

Billing Classifications	Rates
Principal Engineer	\$278
Supervising Engineer	\$237
Senior Engineer	\$185
Associate Engineer	\$124
Staff Engineer	\$98
Senior Technician/CADD	\$93
Administrator/Clerical/Tech Editor	\$82

Subconsultants are billed at rates below plus 10% markup. Markup is limited to 10% maximum.

##### CSG Consultants

Billing Classifications	Rates
Principal Engineer	\$240
Senior Engineer	\$205
Associate Engineer	\$180
2-Man Survey Crew	\$340

##### Gates + Associates

Billing Classifications	Rates
Principal	\$185-200
Associate Principal	\$165-185
Senior Associate	\$145-165
Senior Irrigation	\$180-200
Job Captain	\$135-145

##### Kimley-Horn

Billing Classifications	Rates
Sr. Engineer IV	\$180-210
Engineer IV	\$280-300
Engineer III	\$155-185
Engineer II	\$140-160
Analyst II	\$120-135
Admin	\$95-110

15. 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

\_\_\_\_\_  
Office of the City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**WRECO**

a California corporation

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Principal Place of  
Business Address: (to be filled in by City staff) \_\_\_\_\_

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

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

“CONTRACTOR”

S:\Attorney\AGREEMENTS\Amendments\Amendment No. 1 - Form.doc