

**AMENDMENT NO. 5  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
WILSON, IHRIG & ASSOCIATES**

**PREAMBLE**

This agreement (“Amendment No. 5”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wilson, Ihrig & Associates, 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 Professional Services”, dated February 14, 2017 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated December 8, 2017, Amendment No. 2, dated August 28, 2018, Amendment No. 3, dated November 6, 2020, Amendment No. 4, dated October 27, 2021, and is again amended by this Amendment No. 5. 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 noise monitoring services at Levi’s Stadium, and the Parties now wish to amend the Agreement as Amended to extend the term of the original Agreement.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. Section 2 of the Agreement as Amended, entitled “Term of the Agreement” is amended to read as follows: “The term of this Agreement shall begin on the Effective Date of this Agreement and terminate on March 31, 2024.”
- 2. Exhibit B, entitled “Fee Schedule,” is appended with the attached “Addendum to Fee Schedule,” dated February 8, 2022 and reflects a revised maximum

compensation of four hundred thirty-nine thousand, eight hundred forty dollars (\$439,840.00), subject to annual budget appropriations.

3. 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. 5, the provisions of this Amendment No. 5 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 5 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 Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

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

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

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

Name: Derek L. Watry

Title: Principal

Principal Place of Business Address: 5900 Hollis Street, Suite T1  
Emeryville, CA 94608

Email Address: dwatry@wilsonihrig.com

Telephone: (510) 658-6719

Fax: (510) 652-4441

“CONTRACTOR”

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**Addendum to Fee Schedule**

**February 8, 2022**

**Noise Monitoring Services for Levi's Stadium**

**Equipment Rental and Routing Maintenance:** \$3,750/month

**Hourly Rates:**

Used for time-and-materials consulting for non-routine maintenance and noise analysis reporting.

Senior Principal	\$315/hour
Principal	\$265/hour
Associate Principal	\$225/hour
Senior Consultant	\$190/hour
Associate	\$170/hour
Assistant	\$140/hour
Lab Technician	\$105/hour
Project Assistant	\$80/hour
CAD Operator	\$70/hour

The maximum compensation under this Agreement is four hundred thirty-nine thousand, eight hundred forty dollars (\$439,840.00), subject to annual budget appropriations in the Stadium Authority Budget (Fiscal years run from April 1 to March 31).