

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WILSON, IHRIG & ASSOCIATES**

PREAMBLE

This agreement ("Amendment No. 2") 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 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated December 8, 2017, and is again amended by this Amendment No. 2. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement for the purpose of having Contractor provide noise monitoring services at Levi's Stadium, and the Parties now wish to amend the Original Agreement to extend the timeframe and update the fee schedule to continue to monitor sound at the stadium.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That the termination date defined in Section 2 of the Original Agreement, entitled "Term of Agreement," is hereby amended to reflect a revised termination date of August 31, 2020

That Exhibit A, entitled "Scope of Services," is hereby appended to include the proposal from Wilson, Ihrig & Associates, entitled "Proposal for Continued Noise Monitoring System & Services for Levi's Stadium," dated August 14, 2018.

That Exhibit B, entitled "Fee Schedule," is hereby replaced in its entirety with the attached revised Fee Schedule.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

3. COUNTERPARTS


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.

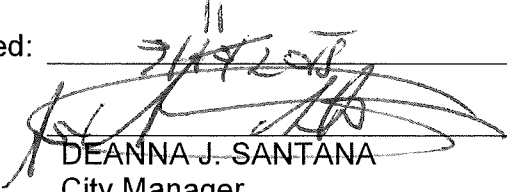
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

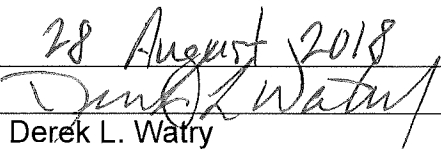

BRIAN DOYLE
City Attorney

Dated:


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: 28 August 2018
By (Signature): 
Name: Derek L. Watry
Title: Principal
Principal Place of Business Address: 6001 Shellmound Street, Suite 400 Emeryville, CA 94608
Email Address: dwatry@wiai.com
Telephone: (510) 658-6719
Fax: (510) 652-4441

"CONTRACTOR"



14 August 2018

Mr. Juan Padilla
City of Santa Clara, Planning and Inspection
1500 Warburton Avenue
Santa Clara, CA 95050

Subject: Proposal for Continued Noise Monitoring System & Services for Levi's Stadium

Dear Mr. Padilla,

Wilson Ihrig is pleased to present this proposal to provide ongoing noise monitoring systems and services to the City of Santa Clara to help document noises in the neighborhoods near Levi's Stadium. Under our current contract, Wilson Ihrig procured and installed four monitoring stations from Seti-Media. Those systems have been operational since July 10, 2017, and the data they collect is available to the public via a link to Seti-Media's website on the City of Santa Clara's website. The Seti-Media website was tailored to this particular application in terms of the time intervals for which data are presented and a custom-made "jet filter" which can – at the user's options – remove jet airplane noise from the data graphs.

Our original contract provided for monitoring service through August 2018. This proposal provides for an additional two years of monitoring, through August 2020.

1 PROPOSED ONGOING SYSTEM AND SERVICES

The following scope of work is based on our experience with this project to date. Pricing is included for maintaining two, three, or four of the noise stations.

This proposal also includes budget allocation for Wilson Ihrig to advise the City on noise issues that arise near the stadium. This work would be billed on a time and materials basis, so the budget would only be expended if a need arises.

1.1 NOISE MONITORING SYSTEM RENT AND MAINTENANCE

Wilson Ihrig will provide single-point responsibility for maintaining and reviewing all noise monitors for proper working order. The monitoring stations will also be automatically self-checked regularly for proper functioning.

1.2 NOISE CONSULTATION

Wilson Ihrig has extensive experience dealing with noise and related issues from all manner of sources. During the monitoring period, we would be available to consult with the City on any issues that arise. Because the extent of the need for this is unknown at this time, a place-holder budget has been included. This work would be billed on a Time and Materials basis, as needed.

2 Proposed Budget

Below, we present the constituent costs for each of elements of this proposal, then, at the bottom, provide a summary table for the various combinations.

TASK	COST
Noise Monitoring Station Rent and Maintenance (costs one year, per station)	\$ 11,760
Noise Consultation (T&M, as needed)	\$ 10,000

Putting the constituent components together, the proposed all-inclusive budgets for two years and the number of stations indicated are as follows:

Two (2) Stations	\$ 57,040
Three (3) Stations	\$ 80,560
Four (4) Stations	\$ 104,080

Labor would be billed on a time and material basis in accordance with the following rate table:

Title	Rate
Principal	\$250 / hour
Associate Principal	\$210 / hour
Senior Consultant	\$175 / hour
Associate	\$150 / hour
Assistant	\$120 / hour
Technician/Field Assistant	\$95 / hour
ODCs (rental equip., travel, copying, telecom, etc.)	Cost + 10%



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Please do not hesitate to contact us with questions or should you require additional information.

Very truly yours,

WILSON IHRIG

A handwritten signature in black ink that reads "Derek L. Watry". The signature is written in a cursive style with a large initial 'D' and a distinct 'W'.

Derek L. Watry
Principal

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
WILSON, IHRIG & ASSOCIATES**

EXHIBIT B

REVISED FEE SCHEDULE

TASK	COST
Noise Monitoring Station Rent and Maintenance (costs one year, per station)	\$ 11,760
Noise Consultation (T&M, as needed)	\$ 10,000

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ODCs (rental equip., travel, copying, telecom, etc.)	Cost + 10%

In no event shall the amount billed to City by Contractor for services under this Agreement exceed two hundred fifty thousand dollars (\$249,840), subject to budget appropriations.



Agenda Report

18-1093

Agenda Date: 8/28/2018

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 2 to the Agreement for the Performance of Services with Wilson, Ihrig & Associates for Noise Monitoring Services at Levi's Stadium

BACKGROUND

On August 30, 2016, in response to complaints from residents about noise emanating from the San Francisco 49er's football practices, the City Council directed staff to establish a noise monitoring system for Levi's Stadium and training facility.

Following Council direction, the City entered into an agreement on February 7, 2017 with Wilson, Ihrig & Associates to provide noise monitoring services at Levi's Stadium. Since that time the consultant has implemented a noise monitoring program that includes four noise monitoring stations as well as a comprehensive website (https://seti-media.com/infopopulation/levis_stadium/) that provides reporting information from the monitors as well as a portal for residents to issue noise complaints.

In December 2017, Staff processed Amendment No. 1 to this agreement which extended the contract term through the end of 2018.

DISCUSSION

The current agreement with Wilson, Ihrig & Associates is set to expire this year and will have expended all dedicated funding upon the termination date. Amending the existing agreement to extend the term and provide additional funding will allow the noise monitoring program to continue (all four current monitoring stations will be continued at this time) so that appropriate policy mediations can take place if deemed necessary from evaluation of the cumulative findings over the life of the program.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or as a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The original agreement, in the amount of \$99,840, was funded by the Santa Clara Stadium Authority. Extending the agreement for another two years would increase the total not to exceed cost by \$150,000 for a total of \$249,840. The current Stadium Authority budget (Other Consulting) includes the initial \$50,000 needed to fund the agreement through the end of the Stadium Authority's 2018/19 Fiscal Year. The remaining \$100,000 will be included as part of the Stadium Authority's FY

2019/2020 budget development process.

COORDINATION

This report has been coordinated with the Finance Department, City Attorney's Office, and City Manager's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Authorize the City Manager to execute Amendment No. 2 to the Agreement with Wilson, Ihrig & Associates subject to annual appropriations to continue conducting noise monitoring of Levi's Stadium and the 49ers practice facility for an additional cost of \$150,000 to be funded over a two-year term, resulting in a revised total cost not to exceed \$249,840 over the life of the agreement.

Reviewed by: Andrew Crabtree, Director, Community Development Department

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment No. 2 to the Professional Services Agreement with Wilson, Ihrig & Associates