

**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:

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"

WILSON, IHRIG & ASSOCIATES
a California corporation

Dated: _____

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



Derek L. Watry
Principal

DRAFT

**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

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
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Associate	\$150 / hour
Assistant	\$120 / hour
Technician/Field Assistant	\$95 / hour
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.