

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SCI CONSULTING GROUP
FOR
THE STORM DRAIN FEE AND RATE STUDY**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and SCI Consulting Group, 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 By and Between the City of Santa Clara, California and SCI Consulting Group for the Storm Drain Fee and Rate Study", dated March 6, 2017 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Consultant provide professional services to prepare a storm drain rate and fee study to identify and evaluate for development of storm drain related fees, and the Parties now wish to amend the Original Agreement to extend the term of the agreement and update the Schedule of Fees to include a cost-of-living increase.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That Section 2 of the Original Agreement, entitled "Term of Agreement" is hereby amended to read as follows:

"Unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2023."

2. AMENDMENT TERMS AND CONDITIONS

That Exhibit B of the Original Agreement, entitled "Schedule of Fees" is hereby amended by deleting the existing Exhibit B in its entirety and replacing it with the new Exhibit B attached to this Amendment No. 1.

3. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

4. 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.

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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: _____

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"

SCI CONSULTING GROUP
A CALIFORNIA corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of
Business Address: 4745 Mangels Boulevard, Fairfield, CA 94534

Email Address: _____

Telephone: (707) 430-4300

Fax: (707) 430-4319

"CONSULTANT"

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**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SCI CONSULTING GROUP
FOR
THE STORM DRAIN FEE AND RATE STUDY**

**EXHIBIT B
SCHEDULE OF FEES**

I. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, as stated in Exhibit A of the Original Agreement, shall not exceed \$214,998, plus any authorized Reimbursable Expenses, which shall not exceed \$1,500. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$30,000. In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$246,498, subject to budget appropriations.

Consultant will bill City on a monthly basis for Services provided by Consultant during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. Billing shall be proportionate to the services performed for each task completed. The invoice shall describe the Task completed, and percentage completed by Task, and total during the invoice period. The invoice shall also show the total to be paid for the invoice period. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

II. BASIC SERVICES

The total payment to Consultant for all work necessary for performing all Tasks, as stated in Exhibit A of the Original Agreement, shall be in proportion to services rendered and on a Time-and-Material not-to-exceed basis.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant services required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. The total amount of all the Tasks is a not-to-exceed amount.

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The amount for each Task and the total amount of all the Tasks are as listed below:

Description of work and task	Fee
Task No. 1 – Program Analysis	\$6,800
Task No. 2 – Funding Options	\$13,250
Task No. 3 - Survey	\$27,825
Task No. 4 – Fee Report & Action	\$47,454
Task No. 5 – Funding Measure Implementation	\$96,030
Task No. 6 – Information Outreach	\$23,639
Total not-to-exceed amount:	\$214,998

In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed two hundred fourteen thousand nine hundred ninety-eight dollars (\$214,998).

III. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not exceed \$1,500, and require prior written approval by the City. The amount allocated for Reimbursable Expenses shall be the Consultant's full compensation for all Reimbursable Expenses required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services. All tasks related to preparing, printing, and mailing out notices and ballots as part of the core services shall not be considered reimbursable expenses. The following is a sample of items that are included as part of the Basic Services and are not considered Reimbursable Expenses:

- Basic Office Expenses such as overhead, paper, pens, pencils, ink cartridges
- Insurance Expenses, Applicable Taxes, Computer Time
- Travel Expenses (local and long distance)
- Faxes
- Local and Long Distance Telephone Expenses (land lines and cellular phones)
- US Mail
- Paper Cost
- Copying and Plotting Cost

Reimbursable Cost may include:

- Outside Duplicating Cost for Plans and Reports as specified in Section III, Scope of Services, of Exhibit A of the Original Agreement

- Presentation Materials
- Overnight Delivery Services when requested by City
- Courier Services when requested by City

All reimbursable costs, other than those listed above, shall be approved in advance by City.

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated lump sum price. Monthly billing for Additional Services shall be consistent with the term set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed \$30,000.

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V. RATE SCHEDULE

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

The pay rates for the project by classification are listed below:

Hourly Rates for 2019	
Primary Consultant – SCI Consulting Group	
President	\$245
Vice President	\$240
Senior Assessment Engineer	\$210
Director	\$180
Assessment Engineer	\$180
Senior Consultant	\$165
Consultant	\$140
Project Analyst	\$110
GIS Staff	\$100
Research Assistant	\$70
Support Admin Staff	\$85
Subconsultant - Schaaf & Wheeler	
Project Manager	\$250
Project Engineer	\$240
Senior Engineer	\$220
Associate Engineer	\$200
Assistant Engineer	\$175
Junior Engineer	\$165
Designer	\$155
Technician	\$150
Engineering Trainee	\$115
Construction Manager	\$240
Senior Resident Engineer	\$205
Resident Engineer	\$180
Assistant Resident Engineer	\$165
Construction Inspector	\$150