

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WOODARD AND CURRAN, INC.
FOR
SANITARY SEWER HYDRAULIC MODELING AS NEEDED SUPPORT**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Woodard and Curran, Inc., a Maine corporation, with its principal place of business located at 41 Hutchins Drive, Portland, ME 04102 (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 "Sanitary Sewer Hydraulic Modeling As Needed Support", dated June 28, 2018 (the "Original Agreement"); and

The Parties entered into the Original Agreement for the purpose of having Consultant provide professional engineering design service on sanitary sewer hydraulic model runs for development projects, on-going general model maintenance, and hydraulic modeling support for tasks related to capacity planning for the City's sanitary sewer system, and the Parties now wish to amend the Original Agreement to continue and extend Tasks 1 through 4 as scoped in the Original Agreement and add two additional tasks (Tasks 5 and 6) and add associated fees.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT PROVISIONS

That Section 2. TERM OF AGREEMENT, of the Original Agreement is hereby amended by deleting the existing Section 2 in its entirety and replacing it with the following:

2. TERM OF AGREEMENT

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 the Effective Date of this Agreement and terminate on June 30, 2022. The City Manager shall have the option to extend the Agreement for up to two (2) additional terms of one (1) year each. The City Manager shall exercise each option by notifying Contractor in writing no later than sixty (60) days in advance of the then-current term.

2. AMENDMENT PROVISIONS

That EXHIBIT A – SCOPE OF SERVICES of the Original Agreement, entitled “Sanitary Sewer Hydraulic Modeling As Needed Support” are hereby amended by adding the following at the end of “II. BACKGROUND AND PROJECT”:

Task 5 Background

Task 5 develops an addendum to the City’s 2016 Sanitary Sewer Master Plan Update (Master Plan) to update the capacity improvement project E1 (Tracy Drive Sewer Improvement) and address a newly discovered deficiency along the Calabazas Creek trunk caused by a restriction in the trunk.

Project E1 is located along Tracy Drive, Pomeroy Avenue, and Homestead Road. The deficient segment along the Calabazas Creek trunk is located between Kifer Road and Agate Drive immediately upstream of the newly constructed project P6-Alt (a.k.a. 12,175-D).

Construction of Project E1 would affect flows into the Calabazas Creek trunk since it would divert some flow away from Pomeroy Avenue (and the downstream Calabazas Creek trunk) and into Homestead Road. Project E1 was recently revised to divert slightly less flow into Homestead Road to ensure the downstream sewers along Homestead Road (upsized by Project E1 from 18- to 21-inches) meet the Master Plan’s sizing criteria for new sewer facilities (e.g. maximum allowable depth-to-diameter ratio or d/D of 0.75 under peak design wet weather flow conditions). The revision results in more flow being conveyed down Pomeroy Avenue and eventually reaching the Calabazas Creek trunk.

In addition to the Project E1 revisions, the City has recently lined a portion of the existing 24-inch sewer located along Calabazas Creek immediately upstream of the newly constructed Project P6-Alt. The lined segments are located from manhole S62-51 to S62-40 and from manhole S62-38 to S62-34. A small section of sewers (from manhole S62-40 to manhole S62-38) were not lined. In addition, it was discovered during project construction that one of the unlined segments (from manhole S62-37 to S62-38) is a 19-inch sewer. This segment crosses under an existing storm drain pipeline and cannot be upsized. The hydraulic model was recently used to analyze the impacts of the modified Project E1, lined

segments, and the 19-inch segment. The analysis identified deficiencies under the City's future (2035) design peak wet weather flow (PWWF) conditions.

Project P6-Alt is also under construction and was expected to be completed in May 2020. The project is replacing the existing 24-inch along Calabazas Creek located downstream of the lined portion (from manhole S62-31 to S72-20). Based on the design drawings provided by the City, this segment is being replaced with 27-inch inside diameter (ID) HDPE pipe.

The purpose of this task is to 1) update Project E1 and 2) identify a solution to the capacity deficiency resulting from the lined portion of the 24-inch Calabazas Creek trunk and 19-inch unlined restriction taking into consideration the recently constructed downstream Project P6-Alt (a.k.a. 12,175-D) and the modified Project E1. These updates will then be summarized in an addendum to the City's 2016 Master Plan.

Task 6 Background

The City is home to a high number of data centers and needs to develop a framework for analyzing and planning for data center developments in the City (with respect to sanitary sewer capacity), and to assess the potential impact of the City's existing data centers on the sanitary sewer system. Data centers can experience "extreme discharge events" from their cooling systems associated with heat waves. This may present a challenge to the City's sewer system since such heat waves could be expected to impact operations of other nearby data centers at the same time, resulting in significantly increased discharge to the sewers from these facilities. In order to adequately assess the impact of such "extreme discharge events", the City needs to understand the number of data centers in the City, their locations; and their potential operation including their regular flow pattern, extreme discharge flows, and the conditions required to trigger such flows. Having this information will allow the City to develop a standard procedure for analyzing the potential impacts of future data centers on the City's sanitary sewer system.

The purpose of this task is to 1) obtain information on current data centers, 2) update the City's hydraulic model based on this information and assess the potential capacity impact of the existing data centers, and 3) develop a standard procedure for analyzing the potential impacts of future data centers. Additional optional tasks include system-wide flow monitoring and updating model calibration.

3. AMENDMENT PROVISIONS

That EXHIBIT A – SCOPE OF SERVICES of the Original Agreement, entitled "Sanitary Sewer Hydraulic Modeling As Needed Support" are hereby amended by adding the following at the end of Task 1 under "III. SCOPE OF WORK":

Task 1: Project Management and Meetings

1.4 – Task 5 and Task 6 Project Management

Consultant shall monitor task budget and schedule and prepare monthly invoices and progress reports. The progress reports shall summarize work completed during the monthly billing period, status of the project budget and schedule, and identify key decisions made and project issues that need to be resolved. The Consultant shall communicate with City via email and telephone to discuss task status and issues.

In compliance with its Quality Assurance/Quality Control (QA/QC) program, Consultant shall conduct an internal Senior Technical Approach Review (STAR) Workshop following the City's Notice to Proceed. Additionally, throughout the project, Consultant shall follow established QA/QC procedures for review of data, results and deliverables prior to submittal to the City. (Note: labor effort and budget for QC checking are included under individual project tasks.)

Deliverables:

- Monthly invoices and progress reports

4. AMENDMENT PROVISIONS

That EXHIBIT A – SCOPE OF SERVICES of the Original Agreement, entitled "Sanitary Sewer Hydraulic Modeling As Needed Support" are hereby amended by adding the following after Task 4 under "III. SCOPE OF WORK":

Task 5: Addendum to 2016 Sanitary Sewer Master Plan for Calabazas Trunk and Project E1

Project management related tasks, including scoping; project tracking and reporting; and invoicing will be conducted under Task 1.

Work under this task will be invoiced monthly along with any other work conducted under the overall contract, and work completed for this task will be described in the accompanying progress report. As with all work conducted under the overall contract and included on the consolidated invoice, work conducted under this task will be tracked under its own task number.

5.1 – Modeling and Capacity Analysis

The City's hydraulic model will be updated to reflect changes described in the Background section above. The hydraulic model will then be used to analyze the capacity requirements of the trunk sewer system related to project E1 and the Calabazas Creek trunk sewer and to evaluate alternatives for correcting capacity deficiencies.

5.1.1 – Update City’s Hydraulic Model

The City’s “Existing network” (representing existing trunks and 2016 Master Plan existing loads) will be updated with the recently constructed Project P6-Alt (a.k.a. 12,175-D). City to provide Woodard & Curran with the Project record drawings when they are available. The current version of the “Existing network” already includes the lined Calabazas Creek trunk segments as these were incorporated into the model as part of the Calabazas Creek Lining Analysis conducted in October 2019.

The City’s “Future CIP network” (including capacity improvement projects; 2035 loads as presented in the 2016 Master Plan; and additional loads from development reviews conducted since completion of the Master Plan) will be updated with the recently constructed Project P6-Alt (a.k.a. 12,175-D) and the modified Project E1. As with the “Existing network”, this “Future network” already includes the lined Calabazas Creek trunk segments.

5.1.2 – Conduct Model Run and Identify Capacity Deficiencies

Consultant shall run the updated model under both existing and future conditions to confirm the modified project E1 and to identify capacity deficiencies and resulting hydraulic grade line elevations along the Calabazas Creek line. Consultant shall provide pipeline profiles to show the hydraulic gradeline conditions.

5.2 – Develop Capacity Improvement Solutions to Address Deficiencies

5.2.1 – Identify Potential Solutions for Capacity Deficiencies and Refine Solutions

Based on the model runs conducted as part of subtask 5.1, Consultant shall develop up to three (3) potential solutions to the identified capacity deficiencies. Solutions may include upsizing or paralleling existing sewers or diverting flow to other trunk sewers with excess capacity. It is assumed that the 19-inch segment identified by the City on the Calabazas trunk cannot be upsized due to conflicts with other utilities.

The “Future CIP network” will be refined to include these solutions, and the model will be run to verify that the proposed solutions will effectively correct the capacity deficiencies. For flow diversion alternatives, solutions will include upsizing of sewers downstream of the diversion if needed. Consultant notes that flow diversion solutions may involve rerouting some flow from Cupertino Sanitary District (CuSD) to City sewers that are not currently part of the agreement between the City and CuSD. In this case, Consultant shall identify the additional trunk sewers that may convey flow from CuSD, and percentage of the CuSD flow in those trunk sewers.

Consultant shall prepare and provide to the City a map(s) illustrating the potential solutions, hydraulic gradeline profiles, and summary descriptions (e.g., length and size of new pipe; diversions needed) to describe each of the potential solutions.

5.2.2 – Hold Conference Call with City and Refine Solution

Consultant shall hold a project conference call with City to present results of the capacity analysis and proposed solutions. City shall review the solutions and select a recommended solution to include in the Addendum to the 2016 Master Plan Update. Consultant shall update and refine the recommended solution based on feedback from City.

5.2.3 – Develop Cost Estimate

Consultant shall update the unit cost criteria developed for the 2016 Master Plan based on recent cost data provided by the City and/or from Consultant's database of recent construction bids. Using the updated unit cost criteria, Consultant shall develop estimated planning-level capital cost for the recommended Calabazas Creek trunk capacity improvement project. City to provide construction bids from recent projects. Besides Project E1, updating estimated capital costs for other 2016 Master Plan capacity improvement projects is not part of this work.

5.3 – Prepare Addendum to 2016 Sewer Master Plan Update

The Addendum to the 2016 Master Plan shall consist of a brief report summarizing the findings and recommendations of the Task, including a list and brief description of developments included in the updated future (2035) loads, a description of the network updates and capacity deficiencies, a summary of the updated capacity improvement project E1, and a description of the recommended Calabazas Creek trunk project.

5.3.1 – Prepare Draft Master Plan Addendum

One (1) digital copy of the Draft Master Plan Addendum shall be prepared and sent to the City for review.

5.3.2 – Prepare Final Master Plan Addendum

Consultant shall review and incorporate City comments on the Draft Addendum into the Final Master Plan Addendum . One (1) digital copy of the Final Addendum shall be sent to the City.

Deliverables:

1. Draft Master Plan Addendum (electronic, pdf format)
2. Final Master Plan Addendum (electronic, pdf format)

Task 6: Citywide Data Centers Discharge Study

Project management related tasks, including scoping; project tracking and reporting; and invoicing will be conducted under Task 1.

Work under this task will be invoiced monthly along with any other work conducted under the overall contract, and work completed for this task will be described in the accompanying progress report. As with all work conducted under the overall contract and included on the consolidated invoice, work conducted under this task will be tracked under its own task number.

6.1 – Existing Data Center Survey

In this task, Consultant shall identify data centers in the City and shall develop and conduct a survey to obtain additional information on their operations. If needed, Consultant shall contract a subconsultant with experience in data center cooling systems, or Consultant may use appropriate in-house expertise. The subconsultant or in-house expertise may participate in the contacts with the data centers and provide support understanding the discharge associated with various types of cooling systems.

6.1.1 – Locate City's Existing Data Centers

Consultant shall research data center locations using the web and available public databases such as the City's billing database or County's assessor's database. Data Center discharge sewers and manholes will be identified based on lateral information provided by the City or identified in the City's Block Book maps (where available) or assumptions made (if information is not available). Findings shall be compiled into a GIS database on data center parcels to track their APN, address, discharge sewers and manholes, and additional information gathered as part of subtask 6.1.3.

6.1.2 – Develop Data Center Survey

A survey shall be developed to understand each data center's operation including their cooling system, regular flow pattern, extreme discharge flows and flow pattern, and the conditions required to trigger such flows. The survey shall include a request for discharge flow data if available as well as the source of the water used for cooling systems (e.g. City potable, well water, recycled water).

6.1.3 – Conduct Data Center Surveys via Conference Calls and Follow up Calls

Consultant shall contact each data center to set up a meeting (or teleconference call) to complete the data survey. The purpose of the initial call(s) shall be to identify the data center's contact and to set up the meeting date and time. Following the initial call(s), Consultant shall send the survey to the contact (via e-mail) so they have prior knowledge of the information needed. Meeting minutes shall be prepared after each meeting. Follow up calls may be necessary to clarify information.

Consultant understands that certain companies may own and operate multiple data centers in the City. However, it is unknown at this time if the contact person for discussing data center operations will be the same. When feasible, data centers with the same owner or contact person will be consolidated/discussed in the same call. For the purposes of developing a fee estimate, it is assumed that up to 40 separate contacts may be needed to conduct the surveys. It is assumed that identifying contacts, the initial call(s), and associated preparation shall take 2 hours per data center while the meeting (or teleconference call) shall be 1 hour, and the follow up calls shall be 15 minutes per data center.

6.1.4 – Review Data Center Water Billing Data

Consultant shall obtain the City's water billing database to review billed water usage for each data center for the past five years (2015 through 2020). The focus of the review will be primarily the summertime/early fall usage when the weather tends to be the hottest (June through October), but winter data may also be referenced to confirm anticipated differences between summer and winter usage. The purpose of this subtask is (to the extent feasible) to corroborate information obtained on the data center's regular flow discharge, understand how average flows may vary from month to month, and to observe if various data centers show similar patterns in terms of timing of high monthly usage.

6.1.5 – Flow Monitoring near Selected Data Centers

Flow monitoring shall be conducted by Consultant's subcontractor (V&A Consulting Engineers, Inc) on the City's sewer mains downstream of selected data centers or groups of data centers during a late summer or early fall period of up to four weeks. The purpose of this monitoring is to observe the variation in flows during a hot weather period for corroboration with information collected from the data centers under subtask 6.1.3. Locations for monitoring shall be selected considering 1) relative isolation of line (data center flow expected to make up a significant portion of flow in the pipe); 2) anticipated magnitude of data center discharge (based on water billing history and/or results of subtask 6.1.3 if available when sites are selected).

Because this monitoring needs to occur during the hottest period of the year, flow monitoring may occur either before completion of subtask 6.1.3 (if monitoring can

begin by September 2020), or after data center surveys and initial model updates have been completed (if monitoring cannot be done until summer 2021).

It is anticipated that 5 locations will be selected for flow monitoring for a period of up to 30 days.

6.1.6 – Summarize Results of Data Center Survey in a Technical Memorandum

Results of the data center survey shall be summarized in a draft and final technical memorandum (TM).

6.2 – Update Hydraulic Model

Consultant shall update the hydraulic model to incorporate the information on existing data centers gathered as part of subtask 6.1 (Existing Data Center Survey), update existing loads based on the City's latest billing database, and update the future (2035) scenario to reflect the update to existing loads.

6.2.1 – Update Hydraulic Model to Incorporate Existing Data Center Information

Based on information collected under subtask 6.1, data center base wastewater flows for existing data centers (both during summer and winter weather conditions) will be incorporated into the model along with the corresponding discharge patterns. The model will also be updated to include an extreme discharge event scenario under dry weather flow conditions. The scenario will reflect the expected discharge pattern and peaking factor under such events for existing data centers.

Where needed, the model will be expanded to include currently unmodeled sewers receiving flow from the data centers. Subcatchments will also be adjusted, as needed, to separate the data center parcels from the original subcatchment.

6.2.2 – Update Hydraulic Model Existing Loads

Consultant shall develop model loads using up-to-date water use data provided by City to reflect 2019/2020 conditions. Consultant shall review recent flow data at the Cupertino Sanitary District (CuSD) meter to update model loads from CuSD as needed.

Consultant shall review recent flow data from the City's active permanent meters and compare to the model-predicted flows using the updated loads. Consultant shall also compare the updated model to the flow monitoring data collected in 2014/2015 for the Master Plan Update. The purpose of this review is to provide basic confirmation of the updated loads. Major discrepancies will be reviewed to assess if they are justified based on the billing data. Minor discrepancies will be

noted. Other than minor adjustments that can be supported by the available data, model recalibration is not included in this scope unless authorized as an optional additional service if new flow monitoring data is obtained.

6.2.3 – Update Hydraulic Model Future (2035) Loads to Reflect Update to Existing Loads

Consultant shall identify the developments included in the future (2035) load scenario (2035 load scenario from the 2016 Master Plan Update, plus developments reviewed since that time) that have now been constructed. These constructed developments would be part of the 2019/2020 water use data and will have been included in the updated existing loads. As a result, they will be removed from the future (2035) load scenario and replaced with the current water consumption. Other developments that have been reviewed to-date but have yet to be constructed (including data center developments) will remain in the future (2035) load scenario. Parcels in the 2035 scenario that included General Plan growth shall maintain the previously-used 2035 flow unless the existing load exceeds that flow. Parcels in the 2035 scenario that had no predicted growth will be updated to use the updated existing flow. As with the existing loads, the future (2035) loads will include three data center scenarios (DWF, extreme discharge, and WWF) conditions.

6.2.4 – Conduct Sewer Model Runs of Existing and Future (2035) Loads

Consultant shall conduct sewer model runs of existing load scenarios (e.g. dry weather flow, wet weather flow, and extreme discharge conditions). The goal is to assess the potential impacts of existing data centers under various flow conditions. The runs will also provide information on the different impacts (if any) between the standard DWF and extreme discharge DWF conditions.

Consultant shall also conduct sewer model runs of future (2035) load scenarios. Again, the goal is to assess the additional (if any) impacts of future developments including data centers.

Consultant shall prepare thematic maps illustrating hydraulic results and pipeline profiles of surcharge conditions (if any) determined to result from data center operations, for discussion with the City.

Should deficiencies associated with data centers DWF or extreme discharge events be identified, Consultant shall identify selected potential solutions to relieve deficiencies, including upsizing pipes (although this solution may not be preferred) and/or potentially limiting discharge from data centers through on-site storage. The intent of this task is not to develop CIP projects, but to identify potential options in addressing deficiencies.

6.2.5 – Industrial Parcel Analysis

Consultant shall develop and analyze up to two additional theoretical future scenarios to assess the potential impact of future data centers. These additional scenarios will assume that certain industrial parcels may be converted to data center use in the future.

It is assumed that City planning staff will identify industrial parcels that could potentially be converted to data center use in the future. Consultant shall work with City to develop two different scenarios with different magnitudes of data center use. Assumed discharges from the potential future data center sites will be informed by previous work under subtask 6.1 and will be jointly agreed on by City and Consultant.

Consultant shall conduct sewer model runs of the additional scenarios and shall prepare thematic maps illustrating hydraulic results and pipeline profiles of surcharge conditions (in any) determined to result from the theoretical future data center sites for each of the two scenarios.

6.2.6 – Model Update TM

Consultant shall prepare a draft and final TM describing the updates to the model and the results of the model runs.

6.3 – Develop Standard Procedure for Analyzing Impacts of Future Data Centers

Consultant shall develop a standard methodology for analyzing future data center development proposals, and shall assist the City in developing approaches for limiting the impact of future data center discharges on sanitary sewer capacity.

6.3.1 – Data Center Development Sewer Model Run Request Form

Consultant shall update the City's Sewer Model Run Request Form to include Data Center specific questions/information needed to conduct the development analysis.

6.3.2 – Procedure for Analyzing Future Data Center Development Proposals

Consultant shall develop a standard procedure for analyzing future data center developments. Consultant shall also address whether and how other (non-data center) development reviews should consider the data center extreme discharge scenario.

6.3.3 – Develop Approaches to Limit Impact of Future Data Center Discharges

Consultant shall provide support to City in developing recommendations for how to address potential future data center extreme discharges. These

recommendations could include considerations such as whether to limit extreme discharges from data centers, whether data centers should include on-site storage capacity for extreme discharges, whether data center discharges should be metered, or whether data centers should have special reporting requirements to the City related to their discharges during hot weather. The types of recommendations to be considered will depend on results from previous tasks. Consultant shall develop an initial list of potential recommendations for discussion with City. After discussion and comment by the City, recommendations will be documented in the TM under subtask 6.3.4.

6.3.4 – Summary TM of Data Center Review Procedures and Recommendations

Consultant shall prepare a draft and final TM summarizing and documenting the results of subtask 6.3, including the model run request form, procedure for data center reviews, and recommendations for addressing extreme flow from data centers.

Deliverables:

- Draft and Final Data Survey (electronic, pdf format)
- Draft and Final Existing Data Center TM (electronic, pdf format)
- Draft and Final Model Update TM (electronic, pdf format)
- Draft and Final Procedures TM (electronic; pdf format)

Optional Tasks

6.4 – Conduct Citywide Flow Monitoring

Consultant's flow monitoring subconsultant shall conduct system wide flow monitoring at 23 metering sites and 4 rain gauges for a period of up to 60 days during the wet season (sometime during the period December through March). It is assumed that the metering sites will be primarily the same locations as those installed during the 2014/2015 wet weather season. Consultant shall review these sites and suggest changes to selected sites if needed. The exact dates for meter installation will be determined jointly by City and Consultant.

6.5 – Calibrate Updated Model

Using the updated model created under subtask 6.2 and the flow monitoring data collected under optional subtask 6.4, Consultant shall calibrate the model flows for dry weather and wet weather conditions. Should the City elect to do the

optional flow monitoring and model calibration, the flow monitoring program and updated calibration shall be discussed in the TM prepared in subtask 6.2.5.

II. SCHEDULE

Milestones	Due Dates/Duration
Notice to Proceed for Task 5 and Task 6	August 19, 2020
Kick-off meeting	August 27, 2020
Task 5 milestones	
Draft Master Plan Addendum	November 6, 2020 (10 weeks)
City Review	November 30, 2020 3 weeks
The Final Master Plan Addendum	December 11, 2020 (2 weeks)
Task 6 Milestones	Duration
Data Center Survey TM	March 29, 2021 (30 weeks)
Model Update TM	July 26, 2021 (25 weeks)
Data Center Review Procedures TM	October 25, 2021 (12 weeks)

5. AMENDMENT PROVISIONS

That EXHIBIT B – SCHEDULE OF FEES of the Original Agreement, entitled “Sanitary Sewer Hydraulic Modeling As Needed Support” are hereby amended by deleting the Exhibit B in its entirety and replacing with the following:

EXHIBIT B SCHEDULE OF FEES

I. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed \$973,136, plus any authorized Reimbursable Expenses, which shall not exceed \$500. In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$973,636, subject to budget appropriations.

Billing shall be on a monthly basis and itemized based on the services performed for each development project as subtask under Task 2 and each request as subtask under Task 3. The invoice shall describe the Task invoiced, time and materials expended by Task, and total amount during the invoice period. The invoice shall also show the total to be paid for the invoice period.

II. BASIC SERVICES

The total payment to Consultant for all work necessary for performing all Tasks, including Tasks 5 and 6 as stated in Exhibit A, shall be based on a time and material basis.

Figures in table below include subconsultants’ costs and their markups. City may re-allocate budget between tasks with written notice to the Consultant.

Task No.	Task Description	Original ¹	As Amended
Task 1	Project Management	\$ 29,500	\$ 92,500
Task 2	As-needed Model Run and Update for Development Project	\$225,000	\$ 348,000
Task 3	As-needed Model Support	\$ 30,000	\$ 82,000
Task 4	General Model Maintenance and Updates	\$ 15,000	\$ 30,000
Task 5	Addendum to 2016 Sanitary Sewer Master Plan	N/A	\$ 42,950
Task 6	City-wide Data Centers Discharge Study	N/A	\$ 229,403
	Optional Subtasks: Conduct Citywide Flow Monitoring and Calibrate Updated Model	N/A	\$ 148,283
	Total	\$ 299,500	\$ 973,136

Note 1: Amount re-allocated between tasks due to higher than expected level of as-needed support under Task 2.

In no event shall the amount billed to the City by Consultant for Basic Services under this Agreement exceed nine hundred ninety-eight thousand one hundred thirty six dollars (\$998,136), subject to budget appropriations.

III. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not exceed \$500 without 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. 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; travel time and mileages)
- Faxes
- Local and Long Distance Telephone Expenses (land lines and cellular phones)
- US Mail
- Paper Cost
- Copying Cost
- Plotting Cost

Reimbursable Cost may include:

- Outside Duplicating Cost for Plans and Reports as specified in Section III, Scope of Work, of Exhibit A
- 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. City may re-allocate remaining budget from reimbursable expenses to basic services. All reimbursable costs, other than those listed above, shall be approved in advance by City in writing.

IV. PAY RATE SCHEDULE

Services shall be compensated according to the rates shown below. The effective rate change for the following year shall be computed using the percentage difference between the CPI in October of the previous year and the CPI in October of the current year. The percentage increase shall be capped at 3%, and shall be no more than Woodard & Curran's published rate schedule for said year.

Consultant shall request City's approval in writing prior to hiring subconsultants for this project. Subconsultants will be billed as actual cost plus 10%. Total markup on the subconsultants' cost is capped at 10%.

Consultant shall request City's approval in writing prior to assigning staff whose position is not listed in the classification table to this project.

Woodward & Curran 2020 Standard Rates:

Classification	Hourly Billing Rate
Engineer 1 (E1) Scientist 1 (S1) Geologist 1 (G1) Planner 1 (P1) Technical Specialist 1 (TS1)	\$166
Engineer 2 (E2) Scientist 2 (S2) Geologist 2 (G2) Planner 2 (P2) Technical Specialist 2 (TS2)	\$192
Engineer 3 (E3) Scientist 3 (S3) Geologist 3 (G3) Planner 3 (P3) Technical Specialist 3 (TS3)	\$217
Project Engineer 1 (PE1) Project Specialist 1 (PS1) Project Geologist 1 (PG1) Project Planner 1 (PP1) Project Technical Specialist 1 (PTS1)	\$227
Project Engineer 2 (PE2) Project Specialist 2 (PS2)	\$242

Project Geologist 2 (PG2) Project Planner 2 (PP2) Project Technical Specialist 2 (TS2))	
Project Manager 1 (PM1) Technical Manager 1 (TM1)	\$257
Project Manager 2 (PM2) Technical Manger 2 (TM2)	\$273
Senior Project Manager (SPM) Senior Technical Manager (STM)	\$289
Senior Technical Practice Leader (STPL)	\$315
National Practice Leader (NPL) Strategic Business Unit Leader (SBUL)	\$320
Software Engineer 1 (SE1)	\$151
Designer 1 (D1)	\$128
Designer 2 (D2)	\$159
Designer 3 (D3) Senior Software Developer (SSD)	\$164
Senior Designer (SD)	\$169
Project Assistant (PA)	\$113
Marketing Assistant (MA) Graphic Artist (GA)	\$121
Senior Accountant (SA) Billing Manager (BM)	\$132
Marketing Manager (MM) Graphics Manager (GM)	\$153

6. 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.

7. 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:

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”

WOODARD AND CURRAN, INC.
a Maine corporation

Dated: _____

By (Signature): _____

Name: Gisa Ju

Title: Vice President

Principal Place of Business Address: 51 E. Campbell Ave, Suite 128, Campbell, CA 95008

Email Address: gju@woodardcurran.com

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