

**AMENDMENT NO. 2  
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. 2") 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
- B. The Original Agreement was previously amended by Amendment No. 1 dated, August 18, 2020. The Original Agreement and the previous amendment are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement as Amended 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, hydraulic modeling support for tasks related to capacity planning for the City's sanitary sewer system, and extend Tasks 1 through 4 and add two additional tasks (Tasks 5 and 6). The Parties now wish to amend the Original Agreement as Amended to extend the term of the Agreement, add scope for the Patrick Henry Drive Specific Plan Capacity Improvement Project Alternatives Evaluation, and allocate funds for work related to Patrick Henry Drive Specific Plan.

The Parties agree as follows:

## **AGREEMENT TERMS AND CONDITIONS**

### **1. AMENDMENT PROVISIONS**

That Section 2. TERM OF AGREEMENT, of the Original Agreement as Amended 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, 2023. 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 as amended, 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**

##### **1.5 – Task 2 – Subtask 22 Project Management**

Additional project management associated with Task 2 – Subtask 22: Patrick Henry Drive Specific Plan Capacity Improvement Project Alternatives Evaluation including budget and schedule tracking and general coordination with the City. 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, 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.)

### **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 2 under “III. SCOPE OF WORK”:

#### **Task 2 – Subtask 22: Patrick Henry Drive Specific Plan Capacity Improvement Project Alternatives Evaluation**

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

Work under this subtask will be invoiced monthly along with any other work conducted under the overall contract, and work completed for this subtask 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 subtask will be tracked under its own subtask number.

Refer to Exhibit G for the scope and schedule of Task 2 - Subtask 22: Patrick Henry Drive Specific Plan Capacity Improvement Project Alternatives Evaluation.

#### **4. 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 \$1,163,045, plus any authorized Reimbursable Expenses, which shall not exceed \$500. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$47,477. In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$1,211,022, 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 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.

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Task No.	Task Description	Original As Amended	Amount Added under Amendment No. 2	Total Amendment No. 2
Task 1	Project Management	\$ 92,500	\$ 20,000 <sup>1</sup>	\$ 112,500
Task 2	As-needed Model Run and Update for Development Project	\$ 348,000	\$ 169,909 <sup>2</sup>	\$ 517,909
Task 3	As-needed Model Support	\$ 82,000	No change	\$ 82,000
Task 4	General Model Maintenance and Updates	\$ 30,000	No change	\$ 30,000
Task 5	Addendum to 2016 Sanitary Sewer Master Plan	\$ 42,950	No change	\$ 42,950
Task 6	City-wide Data Centers Discharge Study	\$ 229,403	No change	\$ 229,403
	Optional Subtasks: Conduct Citywide Flow Monitoring and Calibrate Updated Model	\$ 148,283	No change	\$ 148,283
	Total	\$ 973,136	\$ 189,909	\$1,163,045

1. \$20,000 is added to Task 1 under subtask 1.5 for Patrick Henry Drive Specific Plan Capacity Improvement Project Alternatives Evaluation Project Management.
2. \$169,909 is added to Task 2 under subtask 22 for Patrick Henry Drive Specific Plan Capacity Improvement Project Alternatives Evaluation.

In no event shall the amount billed to the City by Consultant for Basic Services under this Agreement exceed one million and one hundred sixty-three thousand forty-five dollars (\$1,163,045), 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. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. An additional Service amount \$47,477 is specifically reserved for Patrick Henry Drive Specific Plan Capacity Improvement Project Alternatives Evaluation. 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 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 \$47,477 without approval by the City.

#### V. 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 2021 Standard Rates:

<b>Classification</b>	<b>Hourly Billing Rate</b>
Engineer 1 (E1) Scientist 1 (S1) Geologist 1 (G1) Planner 1 (P1) Technical Specialist 1 (TS1)	\$168
Engineer 2 (E2) Scientist 2 (S2) Geologist 2 (G2) Planner 2 (P2) Technical Specialist 2 (TS2)	\$194
Engineer 3 (E3) Scientist 3 (S3) Geologist 3 (G3) Planner 3 (P3) Technical Specialist 3 (TS3)	\$219
Project Engineer 1 (PE1) Project Specialist 1 (PS1) Project Geologist 1 (PG1) Project Planner 1 (PP1) Project Technical Specialist 1 (PTS1)	\$229
Project Engineer 2 (PE2) Project Specialist 2 (PS2) Project Geologist 2 (PG2) Project Planner 2 (PP2) Project Technical Specialist 2 (TS2))	\$244
Project Manager 1 (PM1) Technical Manager 1 (TM1)	\$259
Project Manager 2 (PM2) Technical Manger 2 (TM2)	\$276
Senior Project Manager (SPM) Senior Technical Manager (STM)	\$292
Senior Technical Practice Leader (STPL)	\$318
National Practice Leader (NPL) Strategic Business Unit Leader (SBUL)	\$323
Software Engineer 1 (SE1)	\$152
Software Engineer 2 (SE2)	\$172
Designer 1 (D1)	\$129
Designer 2 (D2)	\$160
Designer 3 (D3) Senior Software Developer (SSD)	\$166
Senior Designer (SD)	\$171
Project Assistant (PA)	\$114
Marketing Assistant (MA) Graphic Artist (GA)	\$122
Senior Accountant (SA) Billing Manager (BM)	\$133
Marketing Manager (MM) Graphics Manager (GM)	\$154

## **5. AMENDMENT PROVISIONS**

That EXHIBIT G – PATRICK HENRY DRIVE SPECIFIC PLAN EVALUATION OF CAPACITY IMPROVEMENT PROJECT ALTERNATIVES SCOPE OF SERVICES is hereby added as follows:

### **EXHIBIT G**

#### **Patrick Henry Drive Specific Plan Evaluation of Capacity Improvement Project Alternatives**

##### **Scope of Services**

##### **Background**

The City of Santa Clara (City) has requested this scope of services proposal from Woodard & Curran to develop capacity improvement project alternatives for addressing capacity deficiencies resulting from the proposed Patrick Henry Drive (PHD) Specific Plan development proposal. Potential sanitary sewer capacity impacts of the proposed PHD Specific Plan were evaluated and summarized in a development review TM dated May 7, 2020. The work would be conducted under the existing Task 2 (Development Project Modeling).

The PHD Specific Plan proposes to develop parcels bounded by Calabazas Creek to the west, Mission College Boulevard to the south, Great America Parkway to the east, and the Hetch Hetchy Right-of-Way to the north. Figure 1 shows the proposed development site and surrounding modeled sewers. Sewers shown in red indicate segments identified to be deficient as presented in the development review TM. Most of the flow from the development would enter the City's 12-inch sewer on Old Ironside Drive, travel north to Tasman Drive, and eventually discharge into the Tasman Lift Station wet well. The flow from the development discharges into the City's 2016 Master Plan proposed capacity improvement project P4 (Tasman Drive Sewer Improvement) and P2 (Tasman Lift Station Set Point Adjustment). As summarized in the TM, the development results in capacity deficiencies along the 12-inch Old Ironside Drive (approximately 2,730 linear feet from manhole S83-2 to S93-24), and the project P4 proposed 15-inch Tasman Drive sewers (approximately 100 LF from manhole S93-24 to manhole S93-25 and 522 LF of backwater surcharge from manhole S93-25 to the lift station wet well manhole S93-35). In addition, the peak wet weather flow (PWWF) reaching the Lift Station after implementation of the PHD Specific Plan development (4.23 mgd) would exceed the Tasman Drive Lift Station's current rated capacity (1.5 mgd). As a result, the Tasman Lift Station would have to be upsized to accommodate the additional flow.

The City has indicated the existing site of the Tasman Lift Station may not be large enough to accommodate such a large capacity expansion. As a result, the City has requested this evaluation to:

1. Identify how much additional capacity could be accommodated within the existing Tasman Drive Lift Station footprint and what amount of development would trigger the need for a possible new lift station or sewer improvements.
2. If the analysis of the existing Lift Station finds that the capacity expansion needed for PHD SP can be accommodated within the existing footprint, provide a planning-level cost estimate for this project. The project would include the improvements presented in the development review TM dated May 7, 2020 (hereby referred to as the “Main Project”) as follows:
  - Upsize of approximately 2,750 linear feet (LF) of sewer along Old Ironside Drive from a 12 to a 21, and 24-inch;
  - Upsize of approximately 760 LF of sewer along Tasman Drive from a 12 to a 24-inch;
  - Capacity expansion of the existing Tasman Drive Lift Station to accommodate a PWWF of 4.23 mgd;
  - Capacity expansion (as needed) of the downstream 8-inch force mains.
3. If capacity expansion of the existing Tasman Drive Lift Station is not feasible, identify up to eight (8) gravity concepts and analyze their feasibility from a hydraulics standpoint and to determine if they meet the City’s design criteria for new sewers. The concepts shall be analyzed both under future (2035) dry and peak wet weather flow conditions. The 8 gravity concepts can also be described as 6 horizontal alignment scenarios (Scenario A through F) where Scenario A is further subdivided into 3 vertical alignment concepts. The total number of concepts to be modeled therefore add up to 8. Figures A through F show a plan view of each scenario. The City shall review the concepts and choose three (3) to analyze further as alternatives by developing a planning-level cost estimate for the 3 selected alternatives and by conducting an underground utility investigation to identify utility conflicts and resulting constructability considerations.
4. If capacity expansion of the existing Tasman Drive Lift Station is not feasible, identify up to two (2) lift station alternatives, and provide planning-level capital cost for each lift station alternative. The alternatives shall include a new lift station along Tasman Drive to replace the existing Tasman Lift Station (Lift Station Alternative 1 – Replacement of Tasman Lift Station). This new lift station would be sized to pump all future (2035) peak wet weather flows discharging to the existing Tasman Drive Lift Station as currently modeled (including the flows from the Patrick Henry Drive and 2901 Tasman Drive developments). The second alternative shall be comprised of a new lift station to pump PHD flows into the GAP West trunk (Lift Station Alternative 2 – New PHD Lift Station). The City shall provide the recommended location for this new PHD lift station.

The following scope of services describes the work to be performed.



Figure A – Scenario A Horizontal Alignment

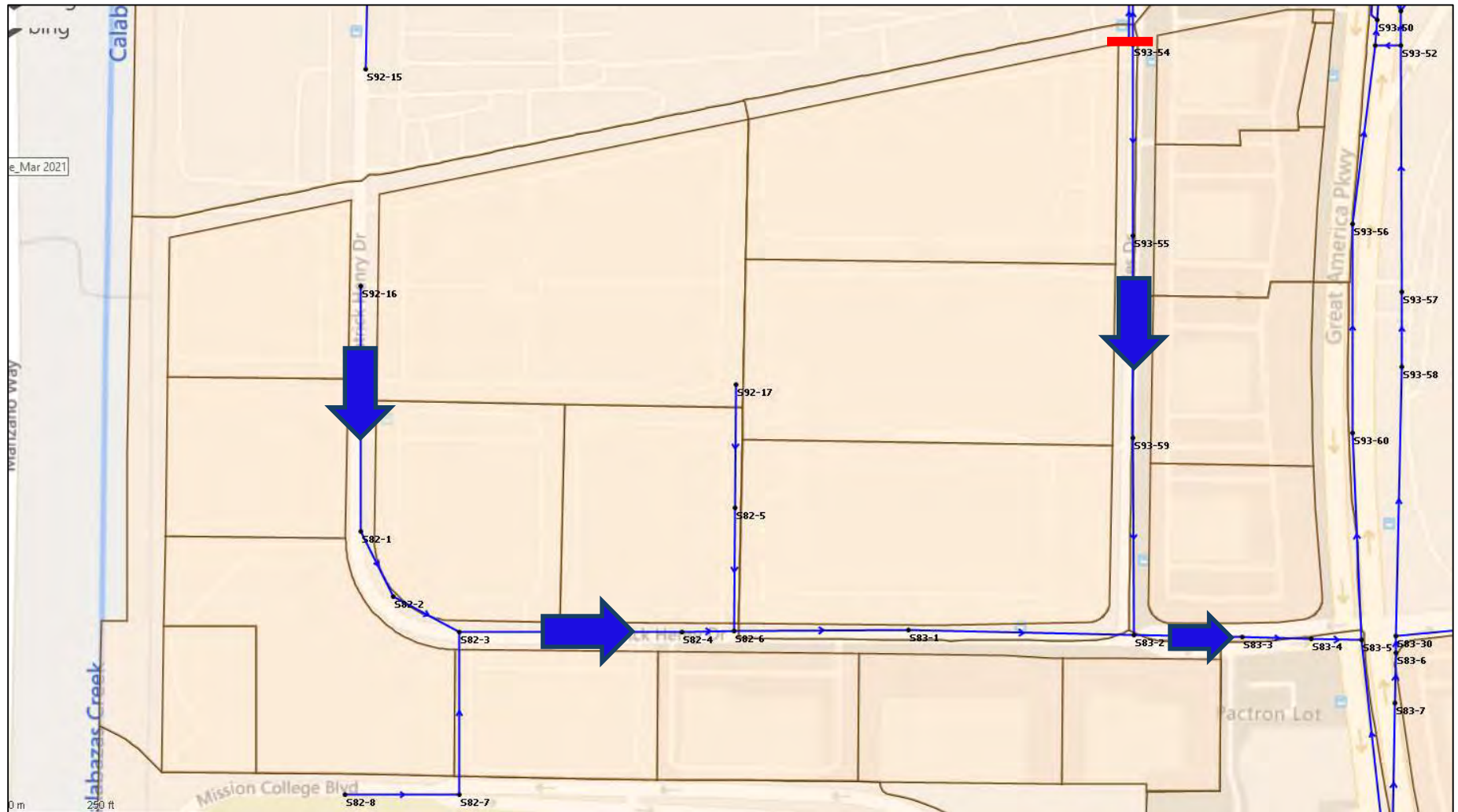


Figure B – Scenario B Horizontal Alignment

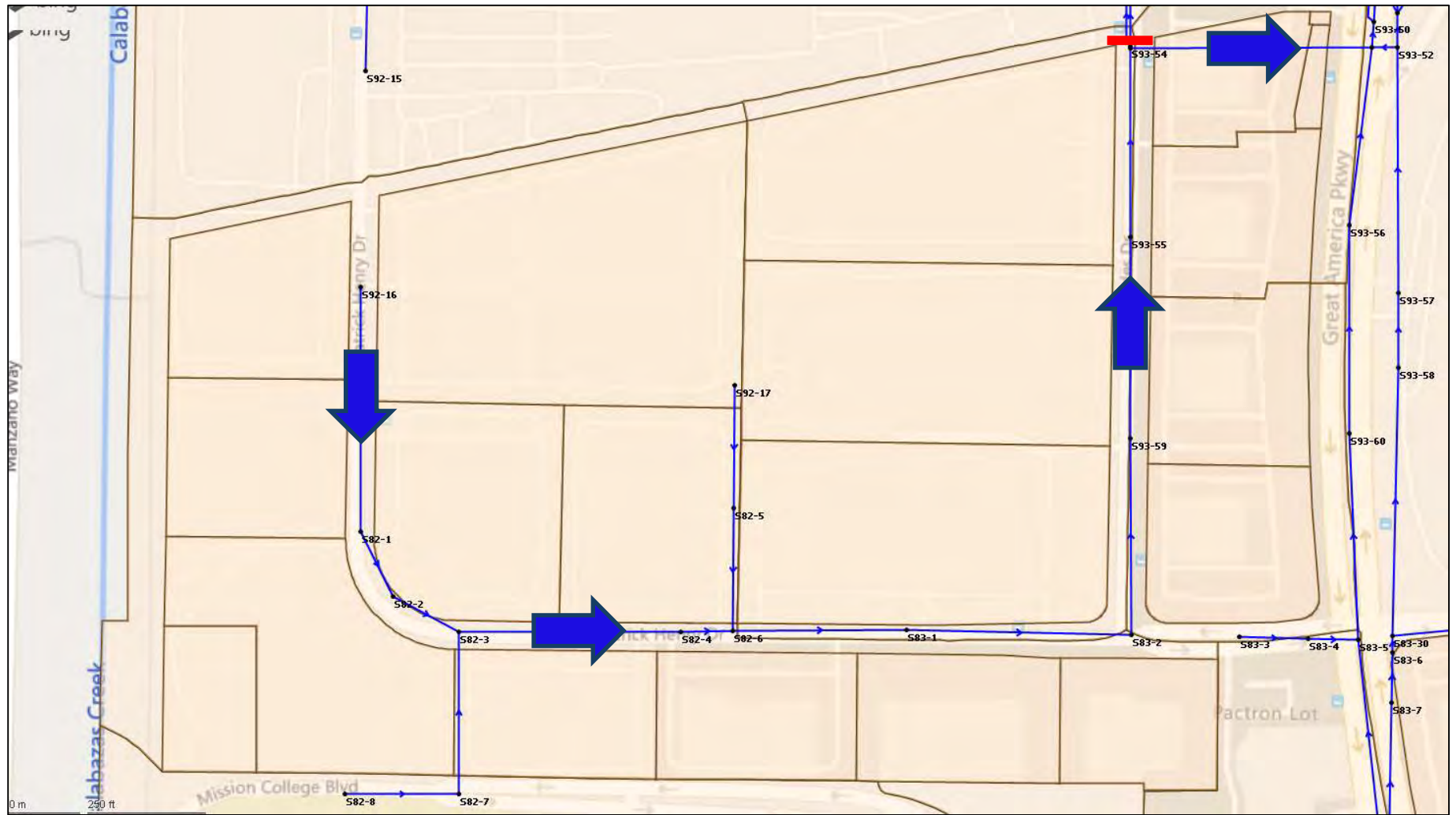






Figure D – Scenario D Horizontal Alignment

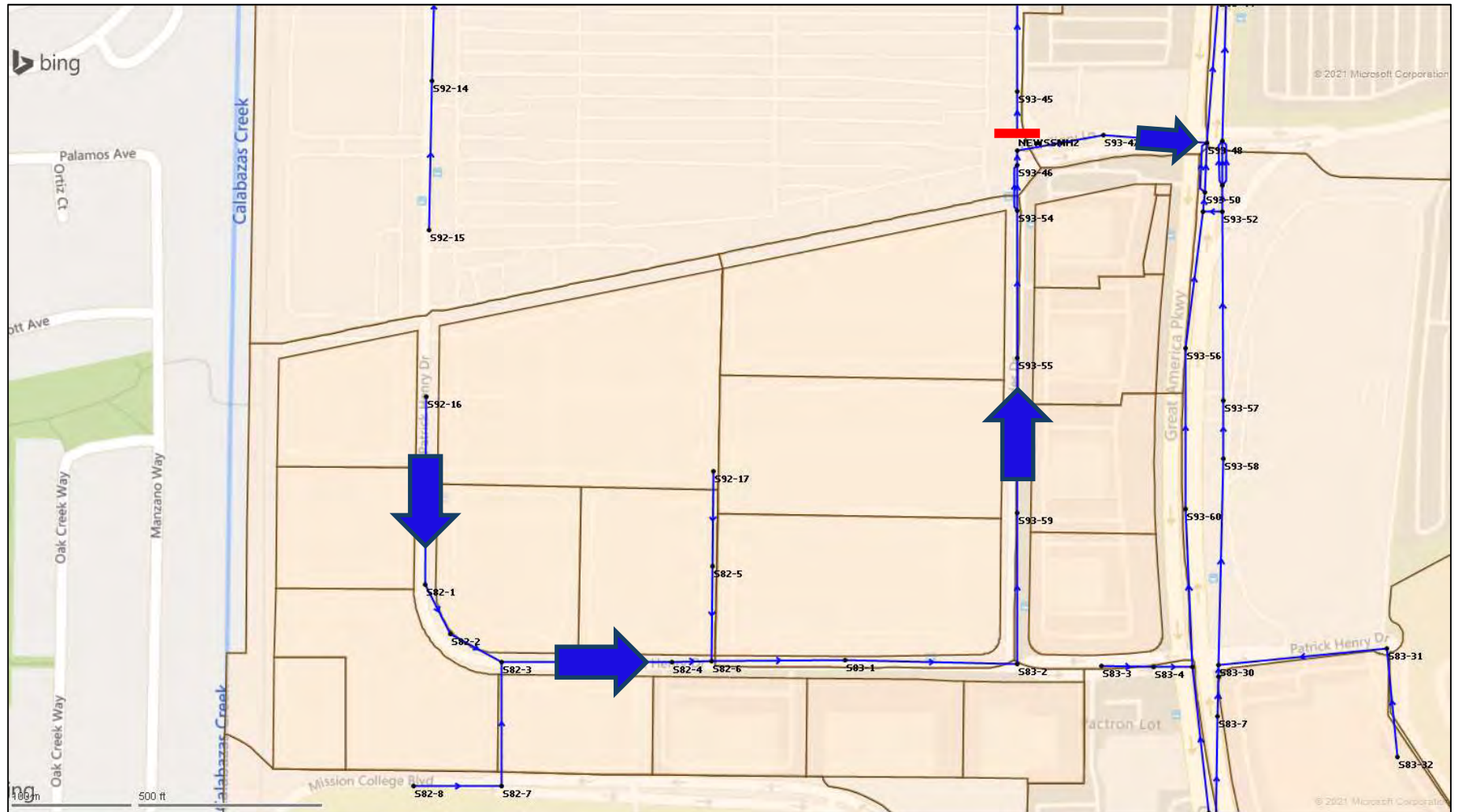


Figure E – Scenario E Horizontal Alignment

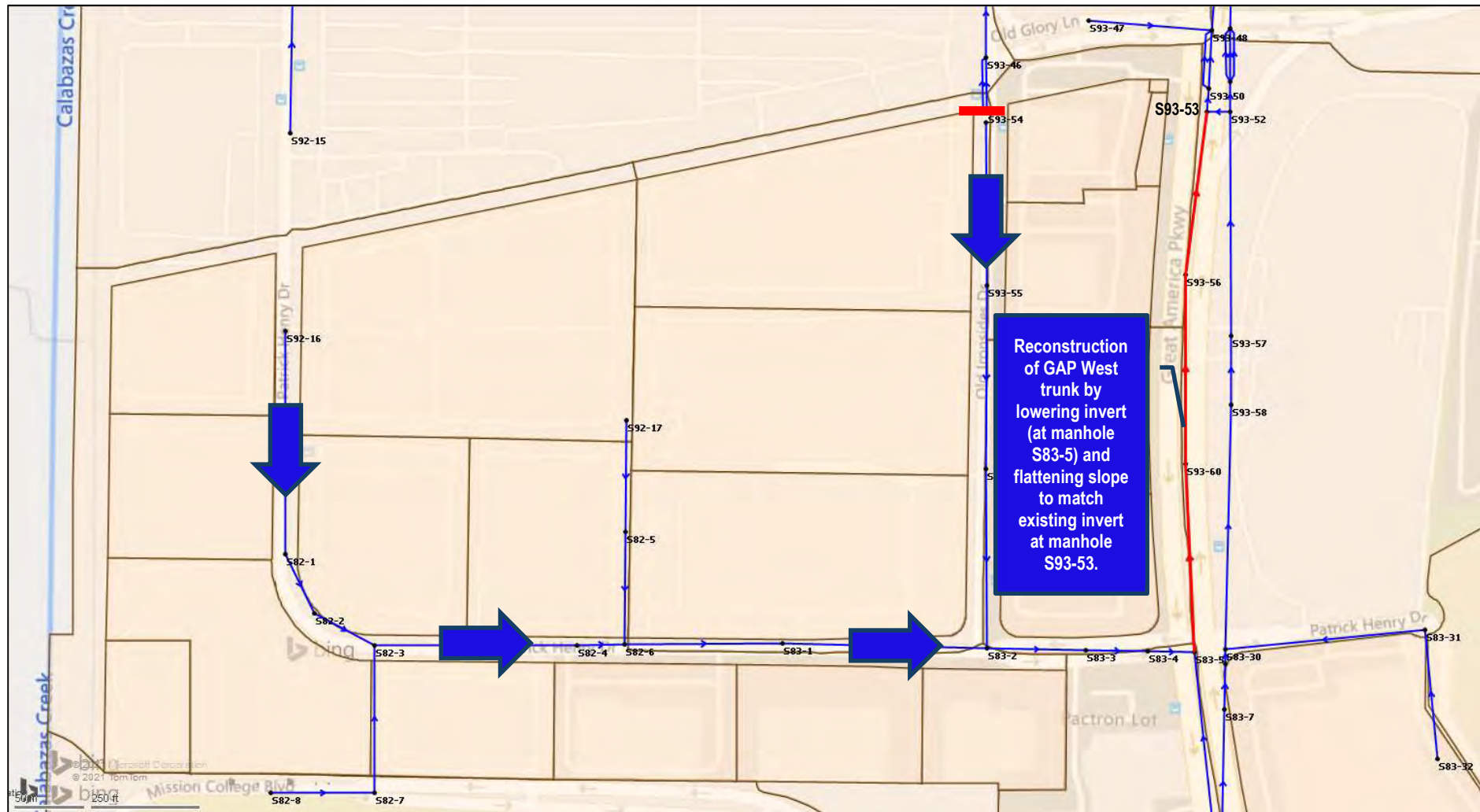
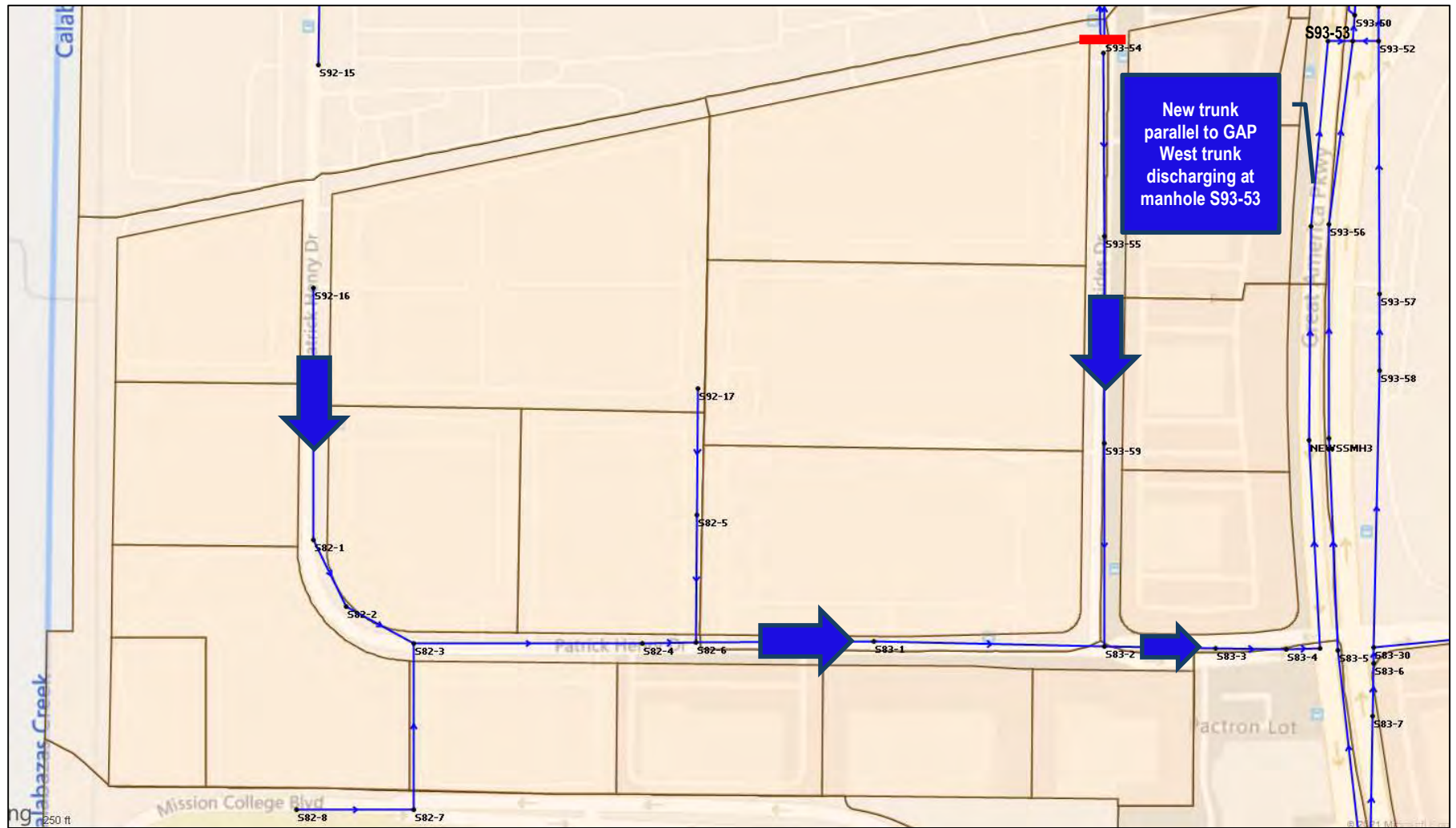
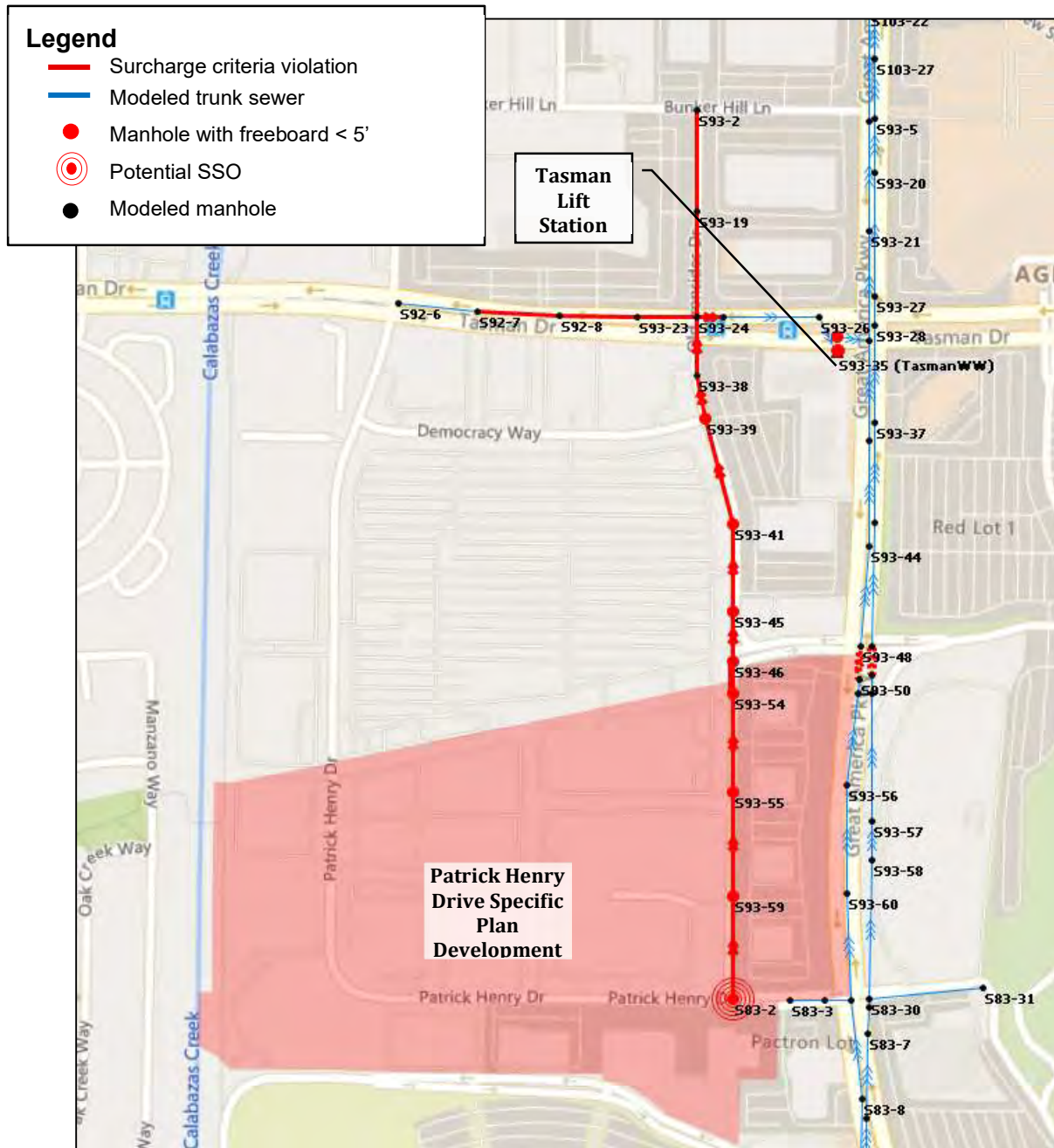


Figure F – Scenario F Horizontal Alignment





**Figure 1: Patrick Henry Drive Specific Plan Development Site and Surrounding Modeled Sewers**



## **Scope of Services**

### **Task 2 – Development Project Modeling**

Project management related tasks, including scoping; project tracking and reporting; and invoicing shall be conducted under Task 1 (Project Management) of the Original Agreement as Amended for Design Professional Services (dated August 12, 2021).

Work under this task shall be invoiced monthly along with any other work conducted under the overall contract, and work completed for this task shall 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 shall be tracked under its own subtask number 2.22.

#### **2.22– Patrick Henry Drive Specific Plan Evaluation of Capacity Improvement Project Alternatives**

##### **2.22.1 – Identify How much Additional Capacity Could be Accommodated Within the Existing Tasman Drive Lift Station Footprint**

Consultant shall review record drawings for the Tasman Drive Lift Station and downstream force main to obtain lift station dimensions and footprint (including wet well configuration and associated elevations). Consultant shall also review pump station operation information (e.g., number of pumps, pump types, pump curves, operating logic such as lead and lag pumps switch on and off, wet-well level set points, etc.). Consultant shall also review other pertinent information such as the recent flow monitoring data provided by V&A as part of the Sewer Flow Monitoring and Inflow/Infiltration Study conducted in the Chromite-Machado-Cabrillo (CMC) tributary area. The City shall make this information available for Consultant's review.

Consultant shall evaluate whether the existing lift station footprint would be able to accommodate additional pumps or whether the existing pumps could be replaced by higher capacity pumps. The evaluation shall also look at modifications needed to the motor drives, electrical gear, and service connection and transformer (as needed) and the structures housing this gear. The evaluation shall determine whether the existing station footprint can support the upgrade hydraulically, mechanically, and electrically. The evaluation shall include an estimate of how much additional capacity would be feasible within the existing lift station footprint and force main configuration. This scope assumes the evaluation shall not include structural modifications to existing facilities (e.g., wet well or structures housing electrical gear).

Should the evaluation conclude that the existing station footprint can accommodate some degree of capacity upgrades, Consultant shall provide a draft concept layout drawing of the new facility showing the upgraded mechanical and electrical components. Consultant shall also attend a field visit to walk the



site, confirm record drawing dimensions (as needed and if possible), and discuss with the City the draft concept layout drawing. Consultant shall incorporate City comments into the concept layout drawing and provide a final concept layout drawing.

A summary of this evaluation shall be provided in a Technical Memorandum (TM) to be developed in Subtask 2.22.7. Should this evaluation conclude that the existing Tasman Drive Lift Station can accommodate the required capacity expansion, the improvements identified in the PHD Specific Plan development review TM (and summarized above) shall be considered the main project. The description of this main project would include a planning-level description of improvements needed along the affected sewer lines (including the downstream force mains) and at the Lift Station (to be developed as part of Subtask 2.22.7), the concept lift station layout drawing, and associated cost estimate (to be developed as part of Subtask 2.22.5). In this case, Woodard & Curran would not proceed with development of alternative projects (Subtask 2.22.3).

#### Deliverables:

1. Draft and Final concept layout drawing of upgraded lift station (if the evaluation concludes the existing lift station footprint can accommodate additional capacity).
2. Presentation summarizing the Existing Tasman Lift Station Footprint evaluation. This presentation shall be provided to the City five (5) working days before the scheduled meeting (to be conducted as part of Subtask 2.22.4).

#### Assumptions:

- Woodard & Curran shall provide the City with a data request list. City shall provide the requested information (as available) within 4 working days.
- Woodard & Curran shall provide the City with the draft concept layout drawing three (3) working days before the scheduled field visit.
- The City shall be responsible for consolidating all City comments on the layout drawings into one single document. The City shall have ten (10) working days from the submittal time to provide the consolidated comments to Woodard & Curran.
- Woodard & Curran shall provide one draft and one final concept layout drawing.

Status as of 8/1/2021: Woodard & Curran has completed Subtask 2.22.1 and concluded that the existing Tasman Lift Station footprint cannot support any expanding capacity, neither hydraulically (wet well suction hydraulics) nor physically as the wet well cannot fit two larger pumps. Also, the power supply to

the lift station would be insufficient. As a result, the scope is modified to eliminate the work described in the last two paragraphs of this task, which consist of developing a concept layout for a lift station capacity expansion. Associated fee is modified accordingly.

### **2.22.2 – Develop Preliminary Gravity Concepts**

Woodard & Curran shall identify up to eight (8) gravity concepts and shall model each to analyze their hydraulic feasibility. The concepts shall be analyzed both under future (2035) dry weather flow and peak wet weather flow conditions. The 8 gravity concepts can also be described as 6 horizontal alignment scenarios (as shown in Figures A through F) where Scenario A is further subdivided into 3 vertical alignment concepts. The total number of concepts to be modeled therefore add up to 8. The City shall select three (3) gravity concepts to be developed further as part of Task 2.22.3.

#### **Deliverables**

1. Presentation summarizing the modeling results. This presentation shall be provided to the City five (5) working days before the scheduled meeting (to be conducted as part of Subtask 2.22.3).

Status as of 8/1/2021: Woodard & Curran has completed development and analysis of five (5) gravity concepts based on three (3) alignment scenarios (Scenario A, B, and C). The City has identified three (3) additional gravity concepts to be modeled as part of this task (Scenarios D, E, and F).

### **2.22.3 Develop and Evaluate Five (5) Alternative Capacity Improvement Projects**

Should the analysis in Subtask 2.22.1 conclude that the existing Tasman Drive Lift Station cannot accommodate the required capacity expansion, Woodard & Curran shall further develop up to three (3) gravity concepts. Based on the results of Task 2.22.2, the City shall provide direction to the Consultant on which three gravity concepts to fully develop as alternatives.

Consultant shall also develop two pumped alternatives, including:

- Lift Station Alternative 1 - Replacement Tasman Lift Station, fully outfitted similar to the Stadium Pump Station, located in the median/landscape/parking area along the south side of Tasman Drive east of the intersection with Old Ironsides Drive. Includes upsizing sewers in Patrick Henry Drive and Old Ironsides Drive.
- Lift Station Alternative 2 - Dedicated PHD lift station, fully outfitted similar to the Stadium Pump Station, located south of the Bay Division Pipeline crossing and discharging to the west trunk in Great America Parkway upstream of Bay Division Pipeline siphon crossing, dedicated to PHD SA

flows. Includes upsizing sewers in Patrick Henry Drive and Old Ironsides Drive. Consultant shall identify one proposed preferred location of the dedicated PHD lift station.

The “Future CIP network” shall be refined to include these alternatives, and the model shall be run to verify that the proposed alternatives effectively correct the capacity deficiencies and does not create any issues or deficiencies in the overall sewer system.

Woodard & Curran shall prepare and provide to the City a map(s) illustrating the potential alternatives, hydraulic grade line profiles, and summary descriptions (e.g., length and size of new pipe; diversions needed; required lift station rated capacity) to describe each of the potential alternatives. Consultant shall also provide approximate locations of the alternative lift stations and a draft concept layout drawing of the new lift station facility. The descriptions would include a discussion on constructability issues (e.g., freeway crossings, alignments along creeks or through easements, construction in busy roads or intersections). It is assumed this scope includes only preliminary underground utility investigations under Subtask 2.22.8. The alternatives shall be presented to the City at a meeting (to be conducted as part of Subtask 2.22.4). The City shall provide comments after the meeting and Consultant shall incorporate the comments and finalize the alternatives. The alternative descriptions shall be summarized in the TM to be developed as part of Subtask 2.22.7.

#### Deliverables:

1. Draft and Final concept layout drawings of two new lift station alternatives and three gravity alternatives.
2. Presentation summarizing the alternative capacity improvement projects. This presentation shall be provided to the City five (5) working days before the scheduled meeting (to be conducted as part of Subtask 2.22.4).

#### Assumptions:

- Woodard & Curran shall provide the City with the draft concept layout drawing and presentation five (5) working days before the scheduled meeting.
- The City shall be responsible for consolidating all City comments on the layout drawings and proposed alternatives into one single document. The City shall have ten (10) working days after the scheduled meeting to provide the consolidated comments to Woodard & Curran.
- Woodard & Curran shall provide one draft and one final concept layout drawing and description of alternatives.

III

#### **2.22.4 – Hold Conference Calls with City and Refine Alternatives**

Consultant shall hold up to eight (8) project conference calls with the City to present the alternatives and resulting hydraulic conditions. The first meeting shall be a task kick-off meeting intended to introduce the team (both City and consultant staff), review the project scope and schedule, and to review the deficiencies identified in the PHD Specific Plan development review TM. The second meeting shall be held to confirm PHD Specific Plan land uses including proposed residential and non-residential uses. The third meeting shall be held to review findings of Subtask 2.22.1 and review initial gravity concepts presented as part of Subtask 2.22.2 (Scenarios A, B, and C). The fourth meeting shall be held to present remaining gravity concepts developed as part of Subtask 2.22.2 (Scenarios D, E, and F). At this meeting, the City shall select the 3 concepts to be developed further as part of Task 2.22.3. The fifth and sixth meeting shall be held to review the 3 gravity and 2 lift station alternatives further developed as part of Subtask 2.22.3. The City shall review the alternatives and provide comments, as needed. Consultant shall update and refine the alternatives based on feedback from the City. The seventh meeting shall be held to review the estimated costs of each alternative (as developed in Subtask 2.22.5) and to identify the preferred alternative. The eighth meeting shall be held to review City comments on the Draft TM.

##### Deliverables:

1. Meeting agenda and minutes.
2. Presentations summarizing the work to be discussed at the meeting.

##### Assumptions:

- Woodard & Curran shall provide the City with the meeting materials (agenda and presentation) five (5) working days before the scheduled meeting.

Status as of 8/1/2021: The first three conference call meetings have been held with City staff.

#### **2.22.5 – Develop Planning-Level Cost Estimates**

Using the updated unit cost criteria developed as part of Task 5 (Addendum to 2016 Sanitary Sewer Master Plan for Calabazas Trunk and Project E1) of the Agreement, Consultant shall develop a construction cost estimate approximately consistent with AACEI Class 4 cost estimate for the main project (determined not feasible) and five (5) alternatives (main project is not feasible). These cost criteria include baseline construction costs for gravity trunk sewers using open-cut, trenchless (e.g., microtunneling), and pipe bursting methods, as well as lower lateral replacement where applicable. The updated unit cost criteria did not include an update to lift station related unit costs. As a result, Consultant shall update the lift station unit cost criteria based on recent cost data provided by the

City and/or from Consultant's database of recent construction bids. The City shall provide construction bids from recent projects. The planning-level cost estimate for the lift station improvements or a new second lift station may include costs for site demolition (as needed), civil and earthwork, wet well modification or installation, electrical equipment, mechanical components, controls and instrumentation, and building modifications or construction. The cost estimate would also consider any modifications or installation of new force mains, as needed. The planning-level cost estimate for the sewer improvements would take into consideration dewatering costs (based on information on groundwater levels to be provided by the City), bypass pumping costs, traffic control needs, and any temporary or permanent right-of-way (ROW) or easement acquisitions.

The planning-level cost estimate of the Main Project or the alternatives shall be presented to the City at a meeting (to be conducted as part of Subtask 2.22.4). The City shall provide comments after the meeting and Consultant shall incorporate the comments and finalize the planning-level cost estimate(s), which shall be included in the TM to be developed as part of Subtask 2.22.7.

**Deliverables:**

1. Draft and final AACE International Class 4 cost estimate(s) of the Main Project or the alternatives.

**Assumptions:**

- The City shall provide Woodard & Curran with available lift station cost data, groundwater level information, and other historic data to support developing the Class 4 estimates.
- Woodard & Curran shall provide the City with the draft cost estimate five (5) working days before the scheduled meeting.
- The City shall have ten (10) working days after the scheduled meeting to provide consolidated comments to Woodard & Curran.
- Woodard & Curran shall provide one draft and one final construction cost estimate(s) of the Main Project or alternatives.

**2.22.6 – Determine Development Trigger for Collection System Improvements**

Woodard & Curran shall identify the level of development (e.g., how many equivalent residential units) the existing collection system would be able to accommodate. The analysis would take into consideration both the sewer pipe capacity as well as the lift station capacity. This subtask shall be conducted after completion of the proposed Phase 1 PHD development review (to be conducted under the existing Task 2 of Amendment No. 1 and tracked under a different

subtask). Results of this analysis shall be summarized in the TM to be developed as part of Subtask 2.22.7.

### **2.22.7 – Prepare a Draft and Final TM**

Consultant shall develop a Draft TM summarizing the findings and recommendations of the Subtask, including a description of the five (5) alternatives and resulting hydraulic conditions. Draft and final TM to include 1) utility conflict evaluation, risk related to utilities, 2) pros and cons discussion about hydraulic performance, potential maintenance issues. 3) cost and benefit discussion, including construction and maintenance cost 4) ranking based on long term performance such as hydraulic performance and level of maintenance effort, and City's input. One (1) digital copy of the Draft TM shall be prepared and sent to the City for review. The Draft TM and City comments shall be discussed at a meeting (to be conducted as part of Subtask 2.22.4).

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

#### **Deliverables:**

1. Draft TM (electronic, pdf format)
2. Final TM (electronic, pdf format)

#### **Assumptions:**

- The City shall have ten (10) working days from the submittal time to provide consolidated comments to Woodard & Curran.
- Woodard & Curran shall provide one draft and one final TM.

### **2.22.8 – Preliminary Underground Utilities Investigation and Conflict Identification**

Consultant shall prepare and issue a Utility 'A' letter to utility owners in the project area requesting record information on utilities likely to be in the vicinity of proposed gravity and force main sewers. Consultant shall describe the project and need for information in a letter to be issued by the City, on City letterhead or under City email template. City and Consultant will collaborate to develop a list of likely utility owners who will be sent the Utility 'A' letter.

Consultant shall collect and catalog the utility information received.

Consultant shall use the information received to perform a preliminary conflict check against the modeled sewer profiles from Subtask 2.22.2. Utility conflicts identified shall be used in evaluating alternatives and describing constructability and risk considerations.

Deliverables:

1. Utility Data Log (electronic, pdf format)
2. Utility Data received (electronic as native .pdf or scanned paper image)

Assumptions:

- Woodard and Curran will not be responsible for compiling utility information into a consolidated utility base map.
- City will send Utility 'A' letters to utility owners.

**Schedule**

The work defined in this Task Order shall be completed in 13 weeks after City issues Notice to Proceed. The Draft TM shall be submitted 10 weeks after City issues Notice to Proceed. The City shall have 2 weeks to review the Draft TM. The Final TM shall be submitted 1 week after receipt of City comments.

**6. TERMS**

All other terms of the Original Agreement as Amended 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 as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 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. 2 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

Telephone: (925) 627-4139

Fax: (408) 831-4801

"CONSULTANT"