

REINSTATEMENT AND NINTH AMENDMENT TO  
CONSULTANT SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND  
CAROLLO ENGINEERS FOR DESIGN AND  
CONSTRUCTION SUPPORT SERVICES FOR WATER  
POLLUTION CONTROL PLANT MASTER PLAN AND  
PRIMARY TREATMENT FACILITY DESIGN

This Reinstatement and Ninth Amendment to Consultant Services Agreement, dated \_\_\_\_\_, and retroactively effective to January 1, 2026, is by and between the CITY OF SUNNYVALE (“City”), a California chartered municipal corporation, and CAROLLO ENGINEERS (“Consultant”).

RECITALS

WHEREAS, on May 21, 2013, City and Consultant entered into an agreement entitled, “Services Agreement between the City of Sunnyvale and Carollo Engineers for Design and Construction Support Services for Water Pollution Control Plant Master Plan and Primary Treatment Facility Design” (“Agreement”); and

WHEREAS, on January 9, 2015, City and Consultant entered into a First Amendment to Consultant Services Agreement to add CEQA and design-related services associated with a Membrane Bioreactor (MBR) option for the production of recycled water at the Water Pollution Control Plant (WPCP), which increased the total contract value by \$507,160, from \$12,439,641 to \$12,946,801, in conjunction with a funding agreement with the Santa Clara Valley Water District (SCVWD); and

WHEREAS, on May 24, 2017, City and Consultant entered into a Second Amendment to Consultant Services Agreement to add design-related services associated with Construction for Primary Treatment Facility Package 2— Exhibit “A-3,” which increased the total contract value by \$1,210,137, from \$12,946,801 to \$14,156,938, in conjunction with a funding agreement with the Santa Clara Valley Water District (SCVWD); and

WHEREAS, on November 15, 2019, City and Consultant entered into a Third Amendment to Consultant Services Agreement to add design-related services associated with Construction for Primary Treatment Facility Package 2— Exhibit “A-4,” which increased the total contract value by \$996,782, from \$14,156,938 to \$15,153,720; and

WHEREAS, on January 28, 2021, City and Consultant entered into a Fourth Amendment to Consultant Services Agreement to extend the project schedule and agreement term through December 31, 2021; and

WHEREAS, on August 8, 2021, City and Consultant entered into a Fifth Amendment to Consultant Services Agreement to add attorney client privileges; and

WHEREAS, on March 1, 2022, City and Consultant entered into a Sixth Amendment to Consultant Services Agreement to extend the project schedule and agreement term through December 31, 2022; and

WHEREAS, on April 27, 2023, City and Consultant entered into a Seventh Amendment to Consultant Services Agreement to extend the term of the Agreement;

WHEREAS, on October 30, 2024, the City and Consultant entered into an Eighth Amendment the Consultant Services Agreement to reinstate said Agreement retroactively effective to January 1, 2024, and extend the term of the Agreement to December 31, 2025; and

WHEREAS, the Consultant Services Agreement expired on December 31, 2025, and the parties desire to reinstate said Agreement retroactively effective to January 1, 2026, and extend the term of the Agreement to December 31, 2028, and update language relating to attorney client privileges; and

WHEREAS, City and Consultant agree that a Reinstatement and a Ninth Amendment to the Agreement is advisable.

NOW THEREFORE, the parties agree to enter into this Reinstatement and Ninth Amendment to the Consultant Services Agreement as follows:

1. The Consultant Services Agreement is hereby reinstated in its entirety and retroactively applied as of January 1, 2026, except as amended herein below.
2. Section 1 is hereby amended to read as follows:
  1. Services by CONSULTANT

CONSULTANT shall provide Base services in accordance with Sections I through VIII of Exhibit "A" and associated Attachment 1 entitled "Master Plan and Primary Treatment Facility Design Scope of Work", as well as Exhibit "A-2" entitled "Scope of Services to Support Potential MBR/RO Facilities", Exhibit A-3 entitled "Scope of Services for Additional Engineering Services During Construction for Primary Treatment Facility Package 2", Exhibit A-4 entitled "Scope of Services for WPCP Primary Treatment Facility Project Package 2", and Exhibit A-5 entitled "Summary Scope of Services", attached and incorporated by reference.

At CITY'S sole option, CONSULTANT may provide As-needed services in accordance with the provisions set forth in Section IX of Exhibit "A" entitled "Treatment Process Design Alternatives and CEQA Support Services."

All exhibits, including associated attachments, are incorporated herein by reference.

CONSULTANT agrees to assign Jim Hagstrom, P.E. to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractor's failure to carry out work in accordance with the Contract documents.

In addition to the services being provided to the Department of Public Works as described above, the CONSULTANT shall provide the following services under the direction of the City Attorney. CONSULTANT shall determine the method, details and means of performing the services. CITY shall have no right to, and shall not, control the manner or determine the method of accomplishing CONSULTANT'S services. CONSULTANT shall perform the services at such times and places as CONSULTANT shall determine, with the exception of attendance at meetings required in conjunction with the services rendered. CONSULTANT shall assist the City Attorney and City's outside contract attorney by providing specialized consulting services and technical advice and expert testimony related to a potential claim or actual claim filed by Overaa Construction including, but not limited to, Overaa Construction's Change Order Requests 171.1 and 171.2 (failure by PG&E to provide permanent power to the project site) and other Change Order Requests as requested by the City Attorney, or their designee. Any communications between the CONSULTANT and the City Attorney and/or outside counsel are confidential communications.

3. Section 3 is hereby amended to read as follows:

3. Project Schedule and Agreement Term

CONSULTANT shall provide services hereunder in accordance with the Project Schedule set forth in the attached Exhibit "B." Agreement term shall be from the execution date through December 31, 2028. Extensions of time may be granted by the City Manager upon a showing of good cause, and by written amendment signed by both parties.

4. Section 3 is hereby amended to read as follows:

3. Payment of Fees and Expenses

City agrees to pay CONSULTANT for the services rendered pursuant to this Agreement, the amounts and rates in Exhibit "C - Compensation Schedule" and also in

Exhibits "A-2", "A-3", "A-4" and "A-5", subject to the payment provisions and not-to-exceed sums set forth in this section.

Payments shall be made to CONSULTANT on a monthly basis. Compensation will not be due until a detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. Copies of the pertinent financial records will be included with the submission of billings) for all direct reimbursables.

In no event shall the total amount of compensation payable under this Agreement for Base services exceed the sum of Eleven Million Eighty-Eight Thousand One Hundred Twenty Seven and No/100 Dollars (\$11,088,127.00), unless upon written modification of this Agreement executed by both parties.

In no event shall the total amount of compensation payable under this Agreement for As-needed services exceed the sum of One Million Three Hundred Fifty One Thousand Five Hundred Fourteen and No/100 Dollars (\$1,351,514.00), unless upon written modification of this Agreement executed by both parties.

In no event shall the total amount of compensation payable under this Agreement for Scope of Services to Support Potential MBR/RO Facilities (Exhibit "A-2") exceed the sum of Five Hundred Seven Thousand One Hundred Sixty and No/100 Dollars (\$507,160.00) unless upon written modification of this Agreement executed by both parties.

In no event shall the total amount of compensation payable under this Agreement for Scope of Services for Additional Engineering Services During Construction for Primary Treatment Facility Package 2 (Exhibit "A-3") exceed the sum of One Million Two Hundred Ten Thousand One Hundred Thirty Seven and No/100 Dollars (\$1,210,137.00) unless upon written modification of this Agreement.

In no event shall the total amount of compensation payable under this Agreement for Scope of Services for WPCP Primary Treatment Facility Project Package 2 (Exhibit "A-4") exceed the sum of Nine Hundred Ninety Six Thousand Seven Hundred Eighty Two and No/100 Dollars (\$996,782.00) unless upon written modification of this Agreement.

In no event shall the total amount of compensation payable under this Agreement for Summary Scope of Services for WPCP Primary Treatment Facility Project Package 2 (Exhibit "A-5") exceed the sum of Six Hundred Seventy-seven Thousand Five Hundred Two and 43/100 Dollars (\$677,502.43) unless upon written modification of this Agreement.

In no event shall the total amount of compensations payable under this Agreement exceed the total sum of Fifteen Million Eight Hundred Thirty-One Thousand Two Hundred Twenty-Two and 43/100 Dollars (\$15,831,222.43).

All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. All of the terms and conditions not specifically modified by this Reinstatement and Ninth Amendment shall remain in full force and effect.

REMAINDER IS INTENTIONALLY BLANK.

IN WITNESS HEREOF on the day and year first written above, the parties have executed this Reinstatement and Ninth Amendment.

CITY OF SUNNYVALE ("City")

CAROLLO ENGINEERS  
("Consultant")

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

ATTEST:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

Exhibit A-5  
**CITY OF SUNNYVALE**

**WPCP**

**MASTER PLAN AND PRIMARY TREATMENT FACILITY DESIGN PROJECT**

**SUMMARY SCOPE OF SERVICES**

**January 15, 2026**

Additional work beyond the original scope dated May 21, 2013 was performed for the Sunnyvale WPCP Master Plan and Primary Treatment Facility Design through April 2025. The additional services were required due to an extended construction duration, controls integration and start-up issues, and the need for subsequent claim management support. All services were provided at the City's request to maintain construction progress beyond the contract expiration date of December 31, 2021.

The scope of services included:

**1. Project Management**

Project management services for an additional 52 months (for the extended construction duration). Services included:

- Project coordination and support
- Attendance at weekly construction meetings
- Attendance at additional technical meetings

**2. Additional Technical Services**

Ongoing technical services for an additional 52 months (for the extended construction duration). Services included:

- Additional requests for information (RFI) reviews and responses
- Additional submittal reviews and responses
- Additional design clarifications
- Attendance at bi-weekly start-up meetings
- Field alteration design services to correct facilities not constructed per design

**3. Technical Support for Tesco Integration Issues**

Technical support for quality issues related to services provided by Tesco, the contractor's control systems supplier. Services included:

- Additional RFI reviews and responses
- Additional submittal reviews and responses
- Development of design changes (DCs)
- Development of three parallel mitigation measures related to Plant Automatic Restart to mitigate potential delay impacts to other Plant projects. This included

development of a written Standard Operating Procedure (SOP) that would allow staff to restart the Plant manually.

**4. Additional Testing and Start-up Support:**

On-site support to verify and resolve control logic issues, and to ensure functionality.

Services included:

- Multiple site visits to witness control logic, identify issues, and confirm functionality
- Technical meetings and written clarifications to resolve issues