

DRAFT

**AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN THE
CITY OF SUNNYVALE AND HDR ENGINEERING, INC.
FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR A SODIUM
HYPOCHLORITE DISINFECTION SYSTEM AT THE WATER POLLUTION CONTROL
PLANT**

This Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and HDR ENGINEERING, INC. ("CONSULTANT").

WHEREAS, on March 11, 2013, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would perform professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as the Sodium Hypochlorite Disinfection System at the Sunnyvale Water Pollution Control Plant; and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

1. Services by CONSULTANT – Replace first paragraph with the following:

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work" and Exhibit "A-2" entitled "Dechlorination and Compliance Monitoring Modifications". All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Joe Wojslaw, P.E. to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

2. Notice to Proceed/Completion of Services – Replace Paragraph (b) with the following:

2. (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A" and Exhibit "A-2", CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A") and Dechlorination and Compliance Monitoring Modifications (Exhibit "A-2"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

4. Payment of Fees and Expenses – Replace with the following:

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule": and the attached Exhibit "A-2" "Dechlorination and Compliance Monitoring Modifications". All compensation will be based on monthly billings as provided in Exhibit "B". Compensation will not be due until said 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. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" and Exhibit "A-2" for each phase. In no event shall the total amount of compensation payable under this Agreement exceed the sum of Four Hundred Thirty Five Thousand One Hundred Eighty and No/100 Dollars (\$435,180.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

8. Standard of Workmanship – Replace second paragraph with the following:

8. Standard of Workmanship

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under the Scope of Work (Exhibit "A") and Dechlorination and Compliance Monitoring Modifications (Exhibit "A-2") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

HDR ENGINEERING, INC.
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

Exhibit "A-2"

April 14, 2014

Mr. Craig Mobeck, Senior Engineer
City of Sunnyvale
Department of Public Works
P.O. Box 3707
Sunnyvale, CA 94088-3707

**RE: Contract Change Order No. 2
Sodium Hypochlorite Disinfection System for the Water Pollution Control
Plant, Project No. UY-12/09-15**

Dear Mr. Mobeck:

The City has requested that HDR revise the contract documents for the Sodium Hypochlorite Conversion project (Project) to include Alternative 4 from the Operation Improvement – Dechlorination and Compliance Monitoring technical memorandum dated July 2013, as well as automation and control components. A brief description of the improvements and our proposed scope of work and budget to revise the contract documents for the Project are provided below.

DESCRIPTION OF ADDED IMPROVEMENTS

Dechlorination and Compliance Monitoring Modifications

Dechlorination and compliance monitoring modifications includes a new set of dechlorination induction and monitoring upstream of the existing dechlorination setup (i.e., new upstream setup). The new upstream set will be installed into the chlorine contact tank (CCT) effluent channel between CCT No. 3 and 4, and will consist of a new dechlorination injection point and a new chlorine residual sampling point. The downstream existing set will consist of the existing dechlorination addition point and the existing compliance monitoring point, which will be relocated about 10 feet downstream from the current location to provide sufficient time for dechlorination reaction to complete. When the chlorine residual reading is positive in the upstream analyzer, the downstream dechlorination point will add bisulfite accordingly to trim off the chlorine residual. In case the second dechlorination addition point cannot respond promptly to the positive chlorine residual signal from upstream, both sulfite addition points might be operated simultaneously. The double dechlorination points arrangement optimizes the dechlorination and compliance only when CCT No. 3 and 4 are in operation.

Automation and Control Components

A new control panel will also be added adjacent to existing control panel, and will include a new ControlLogix programmable logic controller (PLC) with a nipple to the existing panel. Installing a new control panel will allow the City to have room for expansion and adequate room to mount peripheral items in the existing panel. The SCADA workstation screens will be modified to show process and control changes.

SCOPE OF WORK

Task 1 - Site Visit

HDR will visit the site to inspect the control equipment prior to proceeding with design.

Task 2 - Revised Drawings

HDR will revise the Project drawings to include Alternative 4 from the Operation Improvement – Dechlorination and Compliance Monitoring technical memorandum dated July 2013. In addition to modification to be made to drawings, up to nine new drawings will be added to the set. The following drawings are expected to be added:

1. Process - CCT and Sodium Bisulfite System(SBS) Modification
2. Process Details
3. Structural – CCT and SBS Modification
4. Structural Details
5. Process and Instrumentation Diagram
6. Power Plan
7. Single Line/Panel Schedule
8. Panel Elevation/Schematic
9. Control Diagrams/Details

The 75 percent deliverable will only include new or revised drawings for City review and comment. Project drawings that were not revised since submitting the 100 percent

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drawings set for Sodium Hypochlorite Conversion project in February 2014 will not be included.

The 100 percent deliverable will include a complete set of drawings for the entire Sodium Hypochlorite Conversion project after incorporation of City comments on the 75 percent design.

After incorporating the City's final review comments on the 100 percent design, HDR will provide bid document sets to the City. Our budget assumes that the City will prepare the bound bid document sets using an outside reproduction service, and will also distribute the bid sets to the pre-approved short-list of contractors.

Deliverables:

- *Eight bound copies of a brief technical memorandum summarizing the basis of design for the added improvements only for City review and comment.*
- *Eight bound sets of half-size (11" x 17") and four bound sets of full-size (22" x 34") 75 percent drawings (only the new and revised sheets) for City review and comment.*
- *Eight half-size and four full-size sets of 100 percent drawings of the complete Sodium Hypochlorite Conversion Project for final City review and comment.*
- *CD containing electronic files of brief technical memorandum, 75 percent plans, and 100 percent plans. Electronic files contain AutoCad and PDF for plans, and MS Word (.doc) and PDF for technical memorandum.*

Task 3 - Revised Specifications

HDR will revise the Project technical specifications and add new technical specification sections to the package to include Alternative 4 from the Operation Improvement – Dechlorination and Compliance Monitoring technical memorandum dated July 2013, as well as the new control panel.

HDR will incorporate City's review comments on 75 percent design to 100 percent design specifications, and City's review comments on 100 percent design to bid set. The 75 percent deliverable will only include new or revised specification sections for City review and comment

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Deliverables:

- *Eight bound copies of the 75 percent specifications (only applicable to added modifications) for City review and comment.*
- *Eight bound copies of the 100 percent specifications of the complete Project for final City review and comment.*
- *CD containing electronic files of 75 and 100 percent specifications. Electronic files contain MS Word (.doc) and PDF for specifications.*

Task 4 - Review Meeting

HDR will meet with City staff to discuss comments on the draft drawings and specifications for 75 percent and 100 percent design.

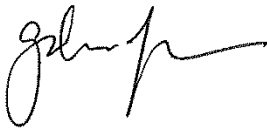
Deliverables: Meeting agenda and minutes.

COMPENSATION

Table 1 shows the estimated work effort and cost to perform the scope of work described above.

We look forward to assisting the City on this effort. Please contact project manager Craig Olson at 916.817.4889 or Craig.Olson@hdrinc.com, if you have any questions.

Sincerely,



Graham D. Sharpe, P.E.
Vice President



Craig A. Olson, P.E.
Project Manager

Table 1 - Estimated Work Effort and Cost

City of Sunnyvale

Contract Change Order 2 - Sodium Hypochlorite Disinfection System

Task No.	Task Description	Project Manager	Project Engineer	Electrical Engineer	CADD Tech	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Total Cost (\$)
1	Site Visit			8			8	\$1,456	\$ 73	\$ 1,529
2	Revised Drawings (includes 9 new drawings)	10	88	64	168		330	\$52,345	\$ 2,617	\$ 54,963
3	Revised Specifications		24	16		16	56	\$8,989	\$ 449	\$ 9,439
4	Review Meetings (up to 2)	6					6	\$1,650	\$ 83	\$ 1,733
TOTALS		16	112	88	168	16	400	\$64,441	\$3,222	\$67,663