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**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 Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and CAROLLO ENGINEERS ("CONSULTANT").

WHEREAS, on May 21, 2013, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would perform professional services necessary for investigation, analysis, environmental documentation, master planning services, engineering design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as the Water Pollution Control Plant Master Plan and Primary Treatment Facility Design (Public Works Project No. UY-15/01-19); and

WHEREAS, the CITY and CONSULTANT now agree that an Amendment to said Agreement is advisable;

WHEREAS, the Amendment is necessary 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); and

WHEREAS, the CITY and the Santa Clara Valley Water District (SCVWD) have entered into a funding agreement for the environmental clearance and basis of design for water purification facility and design of increased electrical capacity at the Sunnyvale Water Pollution Control Plant (WPCP) in support of the MBR option; and

WHEREAS, should CITY construct the MBR option, the SCVWD will be a third party beneficiary;

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 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", attached and incorporated by reference.

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 Scope of Services to Support Potential MBR/RO Facilities (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

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 Exhibit "A-2", 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

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"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.

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 Scope of Services to support Potential MBR/RO Facilities (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:

CAROLLO ENGINEERING
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

Exhibit A-2

City of Sunnyvale Water Pollution Control Plant (WPCP) Scope of Services to Support Potential Water Purification Facilities

Background

Carollo (Consultant) and the City of Sunnyvale (Sunnyvale) are in the process of developing the Master Plan for the Sunnyvale's water pollution control plant (WPCP). As part of the planning process Sunnyvale is deciding whether to implement conventional activated sludge treatment (CAS) or a membrane bioreactor (MBR). Central to this decision is whether Sunnyvale eventually develops a joint project with the Santa Clara Valley Water District (District) to produce purified water at the WPCP. If Sunnyvale wants to pursue the future joint project with the District, it would require installation of MBR treatment at the WPCP, instead of the CAS treatment process. In addition, reverse osmosis (RO) and an advanced oxidation processes (AOP) using hydrogen peroxide and UV would be required to produce purified water. This combination of MBR/RO/AOP facilities hereafter will be referred to as the Water Purification Facility (WPF).

Scope of Services

This scope of work includes the design of a site plan for the potential WPF and program-level environmental analysis of the design and operating characteristics of the WPF as a "variant" in the Program EIR (PEIR) for the Master Plan. Consistent with requirements of the California Environmental Quality Act (CEQA), the EIR will analyze qualitatively the reasonably foreseeable actions related to implementation of the WPF, including RO by-product disposal and the disposition of the purified water. For purposes of scoping the EIR evaluations, it is assumed that the District would use the purified water either to blend with non-potable recycled water or to recharge the groundwater basin, and that the water ultimately could be reused as potable supply.

A. Planning

1. Prepare Site Layouts: Current master plan site layouts would be modified to reflect layout considerations for a MBR and related support facilities. Site layout considerations would be prepared in a manner similar to and consistent with the Site Layout Technical Memorandum (TM) that was completed as part of the long-term site master plan. Investigation of site utilization and access, parking considerations, support utilities would be included in the analysis.
2. Complete a Capital Improvement Plan (CIP) for MBR Facilities: As part of the implementation analysis for the MBR, a separate CIP would be developed. This would include an analysis of the timing and phasing for the MBR facilities, estimated construction and project costs, and evaluation of overall O&M impacts to the WPCP.
3. Complete a Basis of Design (BOD) for MBR Facilities: A BOD document would be prepared for the MBR facilities that would include: (1) design criteria; (2) potential vendors; (3) recommendations for level of automation; (4) major O&M

considerations (access/redundancy needs) and (5) layout considerations (plan/section views).

4. Additional Programmatic Environmental Impact Report (PEIR) Support: The potential WPF facilities would be evaluated at a program level of detail. To abet the two separate actions that the PEIR would support, it is proposed to evaluate the WPF as a “Variant” of the proposed Master Plan. That is, the EIR would first describe and focus the impact evaluation on the proposed Master Plan of a CAS process. It would then briefly describe how implementation of the Master Plan would differ with the addition of the WPF and related support facilities including objectives, revised site plan, and descriptions of proposed design and operating characteristics. It is assumed that Sunnyvale and the Consultant would provide information on design and operating characteristics and that the District would provide language on the need for, and objectives of, the facility for consideration by Sunnyvale. Every section of the PEIR would present conclusions (e.g., impact significance) with and without implementation of the “Variant”. This would enable decision makers to identify the trade-offs of including the WPF and would support the separate decisions they will be asked to make. The level of detail would be consistent with the level of detail provided by Sunnyvale and the Consultant.

The PEIR likely will include about five dozen individual impact evaluations (generally corresponding to individual questions in the CEQA Appendix G checklist). With inclusion of the “Variant”, for each impact the proposed Master Plan would be evaluated first, followed by an evaluation of the “Variant”. Inclusion of the WPF in the overall Master Plan would incrementally increase construction impacts and footprint impacts associated with additional facilities. The key environmental issues associated with the potential WPF are: RO byproduct disposal, energy use and the air emissions and greenhouse gas emission associated with increased power consumption; water quality and public health; and growth inducement potential associated with augmenting the regional water supply. Table 1 presents a summary regarding the impacts of the Variant on the PEIR sections.

There are many unknowns regarding the water purification facility proposal that will ultimately affect the level of effort, such as: (1) water quantities contemplated; (2) RO byproduct disposal methods and assumptions; (3) extent of inter-agency coordination that may be needed for the WPF CEQA evaluation; (4) whether pipelines for conveying product water will have been identified prior to publication of the PEIR; (5) which communities could receive product water; and (6) involvement of the District in review of the PEIR.

In addition to these uncertainties, the District is engaged in a parallel, concurrent planning process with the City of San Jose. This may affect the description and analysis of the WPF, particularly if the District initiates CEQA or public outreach for its program. If there are two parallel CEQA processes underway, increased coordination (e.g., with respect to analytical assumptions, shared nomenclature, etc.) would be essential and is not included in this effort. The original scope and budget for the Sunnyvale WPCP Master Plan Program EIR specified

assumptions made to estimate total cost of preparing the PEIR. In light of the potential inclusion of the WPF and associated unknowns listed above, revisions have been made to some of the original assumptions described in the PEIR contract. The revised list of assumptions follows:

- The District will provide a description of the MBR Variant. This scope of work and budget is based on no changes to the basic description of the Variant after January 31, 2015. Any changes occurring after January 31st would affect scope, budget and EIR schedule.
- Any publicly available materials developed by the District describing the Variant following January 31st will be consistent with the project description information supplied to ESA.
- The MBR Variant will include only effluent from the City of Sunnyvale Water Pollution Control Plant
- The MBR Variant will include only indirect potable reuse.
- The evaluation of the MBR Variant will include one proposal for RO by-product disposal. At present, Sunnyvale and District are proposing that the RO by-product would be routed to the deep bay outfall for disposal; however, the District and City intend to continue to explore other options in consultation with the Regional Water Quality Control Board.
- Attendance at up to 6 Variant meetings with the City of Sunnyvale and the District
- Approval of the Sunnyvale Master Plan EIR would be separate from any endorsement of the WPF by the City of Sunnyvale.
- The Variant will be evaluated at a program level. For example, the PEIR will not include a quantitative assessment of changes in effluent characteristics from RO byproduct disposal.
- Any revisions to the project description after initiation of analyses for the EIR may require additional budget.
- Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the negotiated rate schedule times 1.5.
- The effort required to complete the Final Program EIR will depend on the number of comments on the Draft EIR from agencies, environmental groups, and other interested parties. For scoping purposes, it is assumed that the effort required to respond to comments and finalize the EIR will not exceed 1,698 person hours of the Subconsultant's technical and support staff time.
- The aesthetics evaluation will utilize simulations prepared as part of Master Plan development
- Up to four (4) "build" alternatives, analyzed at a level of detail consistent with Section 15126 of the CEQA Guidelines, are assumed.

- CEQA documents following the PEIR (e.g., Findings, Mitigation Monitoring and Report Program, Notice of Determination) shall address only one alternative.
 - This scope of work assumes no more than two rounds of review for any deliverable (report, maps, memorandum, etc.).
 - Sunnyvale will consolidate all Sunnyvale and, if applicable, District comments into one document (presumed to be annotated versions of Word files) and will resolve conflicting comments prior to submittal to Subconsultant. All comments will be received at approximately the same time.
 - This scope of work is based on the schedule provided in the Subconsultant's proposal. If the schedule is prolonged, additional services may be required that are not included in this scope of work. Preparation and circulation of public notices will be posted and/or mailed by Sunnyvale. The necessary facilities for public hearings/meetings will be provided by Sunnyvale. Preparation of graphic materials specifically for use at public presentations or hearings will be limited to a PowerPoint presentation relying on graphics included in the EIR and one presentation board.
 - This scope of work assumes that public documents (e.g., the NOP, Draft Program EIR) would primarily be circulated to the agencies and public in electronic format. Sunnyvale would be provided with 5 copies of the Administrative Draft EIR (ADEIR), 15 bound copies of the Draft EIR, 5 copies of the Administrative Final EIR (AFEIR) and 15 bound copies of the Final EIR. The District would be provided with 2 copies of the ADEIR, 5 bound copies of the Draft EIR, 2 copies of the AFEIR and 5 copies of the final EIR.
 - Costs for a court reporter at public meetings have not been included.
 - Up to eight buildings will be included in the cultural resources survey
 - Areas of archaeological sensitivity may require subsurface Extended Phase 1 investigation to determine the presence or absence of cultural resources. An Extended Phase 1 Work Plan and investigation are not included in this scope.
 - Permitting assistance is not included in the scope.
 - This scope includes database investigation of hazardous materials issues, suitable to support CEQA evaluation. It does not include the completion of a Phase I Environmental Site Assessment.
5. Coordination Effort with Sunnyvale and Water District Staff: It is anticipated that a number of coordination meetings will be required between Sunnyvale and the District. The Consultant will be responsible for setting agendas, presiding over the meetings, providing graphic aids as necessary, preparing meeting minutes, and preparing action item/decision summaries for all meetings.

B. Final Design – Headworks and Primary Treatment Project

1. Preparation of Contract Documents: the Consultant will prepare separate contract documents for the new electrical switchgear building and 12kV ductbank design in sufficient detail to develop two separate detailed engineering estimates for the CAS and MBR design. It is estimated that a total of 17 drawings would be impacted by this effort.

Table 1: PEIR Sections Requiring Increased Level of Effort with Inclusion of the Variant

S. Summary	Introduce Variant with short description. Summarize impacts of Variant either in narrative form or separate table.
1. Introduction	Include in discussion of document organization.
2. Project Background	Include brief description (i.e., 1-2 pages) on planning context of Variant (District).
3. Project Description	Include general description of reasonably foreseeable characteristics of the Water Purification Variant concept based on information provided by Sunnyvale and Consultant
4. Settings, Impacts, and Mitigation Measures	
<i>Plans and Policies</i>	Sunnyvale involvement in the development of regional RO treated supply for indirect potable reuse would supplant and/or augment potable supplies. Would likely involve discussion of additional plans (by District, BAWSCA and others) addressing regional water supplies, regional planning forecasts (e.g., Plan Bay Area).
<i>Aesthetics</i>	Address water purification facility qualitatively (no simulations proposed).
<i>Air Quality</i>	Need to address qualitatively criteria air pollutant emissions from increased power consumption, facility construction.
<i>Biological Resources Report</i>	No significant “footprint” impacts expected from addition of facilities. Address qualitatively any consequences (adverse or beneficial) of RO byproduct disposal on biological resources.
<i>Cultural Resources Report</i>	Minimal Change. No significant “footprint” impacts expected from addition of facilities.
<i>Geology, Soils and</i>	Address construction and operation of water purification facility at

Table 1: PEIR Sections Requiring Increased Level of Effort with Inclusion of the Variant

<i>Seismicity</i>	WPCP in section.
<i>Greenhouse Gas Emissions</i>	Need to address GHG emissions from increased power consumption/energy use for WPF and compare to GHG emissions from increased power consumption/energy use from provisioning other water supply sources
<i>Hazards and Hazardous Materials</i>	Add to section.
Hydrology and Water Quality	Will probably break this into two sections due to inclusion of additional information on water quality. Add discussion of potable reuse regulations, drinking water regulations, related water quality/public health issues (e.g., surface water treatment rule) for potential types of reuse for purified water – either blended for non-potable use or for IPR.). Address potential improvement of water quality of groundwater basin due to IPR. Address RO byproduct disposal qualitatively, changes in discharge characteristics. Include qualitative discussion of impacts of recharge as well as end use (alternatively, District could supply
Energy	Address increased power consumption
Fluvial and Tidal Flooding	Minimal Change.
Land Use and Land Use Planning	See plans and policies, above.
Mineral Resources	No change.
Noise	Add to section.
Population and Housing	See plans and policies discussion. If WPF would augment regional potable supplies, must consider regional growth inducement potential and secondary effects of that growth.
<i>Public Services and Utilities</i>	Address additional line power (or changes to on-site energy production), substation, any other changes needed in services to accommodate plant.
<i>Recreation</i>	Add to section

Table 1: PEIR Sections Requiring Increased Level of Effort with Inclusion of the Variant

<i>Transportation and Traffic</i>	Add to section
<i>Cumulative Analysis</i>	Water quality and public health are key issues of concern to the public and will be addressed thoughtfully and thoroughly.

[illegible]

Sunnyvale Water Pollution Control Plant Master Plan Design -- MBR Variant Budget Additions																			
		L. Moulton	J. Hamilton	M. Orr	B. Brewster	P. Hudson	M. Fagundes	L. Lowe	J. Moore	C. Mueller	R. Eckard	H. Koenig	K. Lancelle	Graphics	Word Processing			Subconsultant - HT Harvey	
Phase	Phase Description	Sr. Dir. II	Dir. I	Sr. Dir. I	Dir. I	Dir. I	Mnging. Assoc. II	Mnging. Assoc. II	Mnging. Assoc. II	Mnging. Assoc. II	Sr. Assoc. II	Sr. Assoc. II	Assoc. III	Proj. Tech. III	Proj. Tech. II	Total Labor Hours	Total Labor Effort		Total Effort
		\$240.00	\$190.00	\$225.00	\$190.00	\$190.00	\$170.00	\$170.00	\$170.00	\$170.00	\$140.00	\$140.00	\$120.00	\$110.00	\$90.00				
004	CEQA Compliance Mitigation Monitoring	16	294	14	7	13	82	40	19	40	57	13	501	56	45	1,198	177,882	2,190	180,072
401	CEQA/NEPA Strategy																		
	Master Plan Meetings and Workshops		64										2			66	12,540		12,540
	Opportunities and Constraints																		
402	Notice of Prep and Initial Study	4	10										8	1	1	24	4,020		4,020
403	Alternative Analysis Report	2	6										4	2	2	16	2,500		2,500
404	Public Participation Program		8													8	1,520		1,520
405	Draft EIR	8	168	12	5	13	78	36	17	32	53	11	451	53	36	974	140,012	1,722	141,734
40501	Administrative Draft Program EIR																		
	Project Description		24										64	12	5	105	14,010		
	Aesthetics		8										16	2	2	28	3,827		
	Air Quality, GHG, and Odor		8				28							2	1	39	6,590		
	Biological Resources		4											2	2	8	1,160	1,640	
	Cultural Resources		8		4							8		2	2	24	3,800		
	Geology and Soils		8			6							18	2	2	36	5,220		
	Hazards and Hazardous Materials		8			2			16				18	2	2	48	7,180		
	Hydrology		8	8		2					6		18	2	2	46	7,146		
	Water Quality		12			2					44		26	4	2	90	12,481		
	Noise		8				24						10	2	1	45	7,161		
	Population and Housing/Growth Inducement	2	8							30			20	2	1	64	9,863		
	Public Services and Utilities		4										28	2	1	35	4,375		
	Recreation		4										18	2	1	25	3,230		
	Transportation		6					32					8	2	1	49	7,804		
	Land Use and Planning/Plans and Policies		4										18	2	1	25	3,230		
	Energy		4				20						18	2	1	45	6,630		
	Cumulative Analysis	2	14										50	2	2	70	9,570		
	Alternatives	2	14										42	2	2	62	8,500		
40502	Public Draft EIR	3	14	4	1	1	6	4	1	2	3	3	80	6	4	132	18,237		
407	Prepare Responses to Comments	2	16	2	2		4	4	2	8	4	2	30		4	80	12,210	468	12,678
408	Prepare Mitigation and Monitoring Reporting Prog.		2										6		2	10	1,280		1,280
409	Prepare Final PEIR (costed under 407)															0	0		0
	Final Design CEQA		20													20	3,800		3,800
																180,072			
TOTAL		16	294	14	7	13	82	40	19	40	57	13	501	56	45	1,198	177,882	2,190	180,072
Hours and Dollars are rounded to nearest whole number.																			