



# Memorandum

**TO:** HONORABLE MAYOR  
AND CITY COUNCIL

**FROM:** Matt Loesch

**SUBJECT:** SEE BELOW

**DATE:** May 15, 2023

Approved

Date

5/22/23

**SUBJECT: SECOND AMENDMENT TO MASTER CONSULTANT AGREEMENT  
WITH WOOD RODGERS, INC. FOR CITYWIDE MASTER PLANNING  
FOR THE STORM SEWER SYSTEM**

## **RECOMMENDATION**

Approve the Second Amendment to the Master Consultant Agreement with Wood Rodgers, Inc., for master planning consultant services for the City's storm sewer system, extending the term of the agreement from June 30, 2023 to June 30, 2024.

## **SUMMARY AND OUTCOME**

The Master Consultant Agreement with Wood Rodgers, Inc. has allowed the City to obtain consultant services that are necessary to complete the refinement of the Citywide hydrologic and hydraulic computer model of the storm sewer system, identify preferred alternatives of conveyance projects with green stormwater infrastructure consideration wherever applicable, and to finalize the storm drain master plan with prioritized capital improvement program (CIP) projects. City Council approval of the second amendment to the Master Consultant Agreement provides the time necessary to complete all the tasks specified in the original and additional scopes of services.

## **BACKGROUND**

On March 20, 2018, the City Council approved a Master Consultant Agreement with Wood Rodgers, Inc. (Consultant), in the amount of \$1,500,000 for professional consulting services for the Citywide Storm Sewer Master Plan Study. The original term was through June 30, 2021. The scope of the Master Consultant Agreement included refinement of hydrologic and hydraulic model, integration of riverine boundary conditions with post-2017 flood updates, support for the green stormwater infrastructure planning effort, evaluation of conveyance project alternatives to

address flood issues, and training City's team to maintain, update, and utilize the computer model for preparation of a final storm sewer master plan report.

The first amendment to the Master Consultant Agreement was approved on December 15, 2020, to extend the term of the agreement from June 30, 2021 to June 30, 2023, and add \$750,000, revising the total agreement amount to \$2,250,000. An amendment was necessary to allow the Consultant to perform the following tasks:

- Perform additional modeling and analysis in support of the Coyote and Guadalupe Emergency Action Plans following the 2017 flood event;
- Conduct time intensive highway drainage area geo-referencing to support the large trash capture program;
- Provide extra modeling training due to high turn-over of City master plan staff;
- Expand importing and building of the riverine models for boundary conditions where importing HEC-RAS models, an integrated software used by the United States Army Corps of Engineers and Valley Water, into Integrated Catchment Model models, a software used by the City, required much manual review and edits.

To date, nine service orders have been issued totaling \$1,923,805.

The Consultant completed the majority of the tasks listed above, including the hydrologic and hydraulic modeling and analysis, and provided a recommendation on preferred alternatives for North San José, Stockton-Taylor, Ross Creek, Willow Glen, and Coyote drainage areas. So far, a total of 163,300 feet of trunk system capacity improvements have been identified with total CIP cost estimate of approximately \$380 million. For the Measure-T funded Charcot area flood protection project, the Consultant identified a cost-effective alternative using a new pipeline system to divert flow from the Charcot area to Rincon II pump station system.

With the training and assistance provided by the Consultant, the Public Works' master plan team completed refinement of the storm drain system for the City's modeling areas, including riverine boundary condition incorporating Valley Water's HEC-RAS models. The master plan team has continued these modeling efforts focusing on calibration, identifying system deficiencies, and CIP improvement projects. However, due to staff turnover from the master plan team in the past three years coupled with the shelter-in-place requirements, training new staff to a proficiency level adequate to properly use the Integrated Catchment Model has been a challenge that will require more time from the Consultant to complete.

## **ANALYSIS**

The second amendment to extend the term of the Master Consultant Agreement an additional 12 months will provide time for the Consultant to take over remaining model domains; perform quality assurance and quality control on model refinement, including calibration; complete the

CIP alternatives analysis; and write a final report, including a prioritized list of CIP projects. With guidance from the Consultant, City staff will be trained and assist with hydrologic and hydraulic modeling, geographic information system updates, research to help maintain project budgets and will gain hands-on experience to continue managing and utilizing the computer model in the future.

The Master Consultant Agreement currently has \$326,195 available to complete remaining modeling and analysis which will be incorporated into the final master plan report. Staff finds this remaining balance is adequate to complete the tasks set forth in the Master Consultant Agreement in the next 12 months.

***Alternative #1: Do not approve the amendment to the Master Consultant Agreement and direct City staff to provide the required services with in-house resources.***

**Pros:** Keeping the project in-house would give City staff the opportunity to expand computer modeling experience, including calibration of the riverine model and incorporating the Green Infrastructure Plan.

**Cons:** The City has limited in-house experience to perform this work.

**Reason for not recommending:** While City staff has experience in developing hydrologic and hydraulic models and running simulations to identify deficiencies, enhancement to include a calibrated riverine model and incorporating the Green Stormwater Infrastructure Plan requires additional resources and technical expertise. It would be more efficient and effective for City staff to gain the necessary experience and technical skills by working with an experienced consultant on this project, and then applying the acquired skills to conduct in-house analyses in the future.

## **EVALUATION AND FOLLOW-UP**

Service orders under the Master Consultant Agreement will be approved by the Director of Public Works. No additional follow-up action with the City Council is expected at this time.

## **COST SUMMARY/IMPLICATIONS**

There are no cost implications associated with approval of the second amendment. The Master Consultant Agreement currently has an existing balance of \$326,195 which is anticipated to cover future service orders and work tasks to complete computer modeling, analysis, and final report. If there are future budget needs, staff will return to City Council for approval, subject to the appropriation of funds.

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### **COORDINATION**

The agreement amendment and this memorandum were coordinated with the City Attorney's Office, the City Manager's Budget Office, and the Department of Planning, Building, and Code Enforcement.

### **PUBLIC OUTREACH**

This memorandum will be posted on the City's Council Agenda website for the June 6, 2023 City Council meeting.

### **COMMISSION RECOMMENDATION AND INPUT**

No commission recommendation or input is associated with this action.

### **CEQA**

Exempt, File No. PP17-001, CEQA Guidelines Section 15262, Feasibility and Planning Studies.

### **PUBLIC SUBSIDY REPORTING**

This item does not include a public subsidy as defined in section 53083 or 53083.1 of the California Government Code or the City's Open Government Resolution.

/s/

MATT LOESCH  
Acting Director of Public Works

For questions, please contact Mathew Nguyen, Deputy Director, at (408) 535-8300.