

**AMENDMENT NO. 9 TO AGREEMENT A3555A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND BLACK AND VEATCH CORPORATION**

This Amendment No. 9 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of Standard Consultant Agreement A3555A (Agreement) dated January 24, 2012 as amended by Amendment No. 1 dated April 1, 2014, Amendment No. 2 dated June 24, 2014, Amendment No. 3 dated October 26, 2015, Amendment No. 4 dated July 15, 2016, Amendment No. 5 dated December 8, 2016, Amendment No. 6 dated March 1, 2017, Amendment No. 7 dated February 22, 2019, and Amendment No. 8 dated June 8, 2020 between SANTA CLARA VALLEY WATER DISTRICT (District) and BLACK AND VEATCH CORPORATION (formerly known as Black and Veatch)(Consultant), collectively, the Parties.

RECITALS

WHEREAS, Consultant is currently performing project management services for the District's Anderson Dam Seismic Retrofit Project (Project), Calero Dam Seismic Retrofit Project, Guadalupe Dam Seismic Retrofit Project, and Almaden Dam Improvements Project, during the planning and design phases; and

WHEREAS, the Agreement currently expires on June 30, 2022; and

WHEREAS, on February 20, 2020, the Federal Energy Regulatory Commission (FERC), which has issued a permit for the District to operate its hydroelectric power station at the Anderson Dam, directed the District to implement all possible, available measures to reduce the risk of failure from an earthquake until the Project is completed, including lowering the water level in the Anderson reservoir, pursuant to a schedule to be provided by the District; and

WHEREAS, the District submitted to FERC a plan to comply with its directive for mitigating risks from significant seismic activity, which included a schedule for construction of a new low-level outlet tunnel at Anderson Dam, the Anderson Dam Tunnel Project (ADTP), (Stage 1) and the schedule for construction of the larger Anderson Dam Seismic Retrofit Project (ADSRP) (Stage 2); and

WHEREAS, design of the ADTP is complete and external regulatory review by the Federal Energy Regulatory Commission (FERC), the California Department of Water Resources, Division of Safety of Dams (DSOD), and an independent, technical Board of Consultants (BOC) is ongoing during the bid advertisement period. The District currently plans to award a construction contract during the second quarter of calendar year 2021; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to provide sufficient time for Consultant to continue performing project management services; increase the Total Not-to-Exceed amount to provide funds for Consultant to perform additional project management services during Stage 1 construction and Stage 2 planning and design phases from January 2021 to December 2023, including services related to new activities to be conducted per direction from FERC, the BOC, the National Marine Fisheries Service (NMFS), and the California Department of Water Resources, Division of Safety of Dams (DSOD); to modify the Project Schedule for Consultant's performance considering the additional services to be performed; and to make administrative changes.

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NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Amendment No. 8, Consultant and the District hereby agree to amend the Agreement as follows:

1. Revised Appendix One, Scope of Services, is amended as set forth in the attached Revised Appendix One Scope of Services, to the Revised Standard Consultant Agreement, and incorporated herein by this reference.
2. Revised Attachment One, Consultant's Key Staff and Subconsultants, is amended as set forth in the Revised Attachment One, Consultant's Key Staff and Subconsultants, to Revised Appendix One to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.
3. Revised Appendix Two, Fees and Payments, is amended as set forth in the Revised Appendix Two, Fees and Payments, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.
4. Revised Appendix Three, Schedule of Completion, is amended as set forth in the Revised Appendix Three, Schedule of Completion, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.
5. Revised Appendix Four, Insurance Requirements, is amended as set forth in the Revised Appendix Four, Insurance Requirements, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.
6. All other terms and conditions of Agreement A3555A, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Amendment No. 8 not otherwise amended herein, remain in full force and effect.

SANTA CLARA VALLEY WATER DISTRICT
District

BLACK & VEATCH CORPORATION
Consultant

By: _____
Tony Estremera
Chair, Board of Directors

By: _____
Dan Meyer
Senior Vice President

Date: _____

Date: _____

ATTEST:

Consultant's Address:
2999 Oak Road, Suite 490
Walnut Creek, CA 94597

Michele L. King, CMC
Clerk, Board of Directors

Amendment No. 9 to Agreement A3555A
Anderson Dam Seismic Retrofit Project
Project Management Services
Version 3/17/2021

CAS File No. 4400

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REVISED APPENDIX ONE TO THE
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This Revised Appendix One amends the current Revised Appendix One, Scope of Services as stated herein. This Revised Appendix One describes the tasks to be undertaken by Consultant in providing Project Management services for the District's Anderson Dam Seismic Retrofit Project (Project), Calero Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project, and the Almaden Dam Improvements Project.

**ANDERSON DAM SEISMIC RETROFIT PROJECT
PROJECT OVERVIEW, PROJECT BACKGROUND, and PROJECT DELIVERY APPROACH**

I. PROJECT OVERVIEW (UNCHANGED)

- A. The Anderson Dam Seismic Retrofit Project (Project) was initiated in 2012 and is currently in the Design Phase. In December 2016, a Project update was presented to the District's Board of Directors, indicating that, as a result of geotechnical investigations completed in spring of 2016 and associated dam failure scenario analyses, a more extensive retrofit of the dam embankments is required to meet the Project objectives.
- B. At the direction of the District, the Project Management services consultant (PMC) is responsible for assisting the District with the delivery of the Project by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives. The PMC will manage its team (as described below in Article III. Project Delivery Approach) to assist the District with:
1. Resolving the seismic deficiencies at Anderson Dam per the State of California Department of Water Resources, Division of Safety of Dams (DSOD) / Federal Energy Regulatory Commission (FERC) standards and in a timely manner;
 2. Meeting the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures as provided in Attachment 6 to this Revised Appendix One;
 3. Meeting the requirements of applicable federal, state, and local laws and regulations required for Project delivery;
 4. Meeting requirements of the resource and regulatory agencies (permitting agencies) including DSOD and FERC;
 5. Providing a well-supported basis to address stakeholders' interests;

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6. Providing the District's Board of Directors, FERC, and DSOD with the basis for approving the proposed Project. The proposed Project and alternatives will be developed by the Design Consultant in concert with direction provided by the District and input from the PMC.

II. PROJECT BACKGROUND (UNCHANGED)

- A. The District manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. This system includes 10 dams and surface water reservoirs, 3 water treatment plants, nearly 400 acres of groundwater recharge ponds and more than 275 miles of streams. One of the District's most critical water supply facilities is the Anderson Dam/Reservoir. The State of California Department of Water Resources, Division of Safety of Dams (DSOD) and the Federal Energy Regulatory Commission (FERC) have jurisdictional oversight of Anderson Dam facilities. Anderson Dam (Dam) is an earth-fill dam with a maximum height of about 240 feet. The crest is approximately 1,400 feet long and is 25 to 43 feet wide at approximately elevation 648 feet, NAVD88. The upstream and downstream slopes are approximately 2.5 horizontal to 1 vertical (H:V). The zoned Dam includes upstream and downstream rockfill shells (Zones 1 and 4), a compacted clay core (Zones 2 and 3), and graded transition zones between the rockfill and clay core. The dam was originally constructed to elevation 641 feet, but was subsequently raised about 7 feet in 1987 using compacted fill. The existing volume of embankment is approximately 3.3 million cubic yards.

Anderson Reservoir's capacity is approximately 90,400 acre-feet, and receives water through local rainfall, from the upstream Coyote Reservoir, and from pumped water from the Federal Central Valley Project. The spillway is located on the north side of the dam and has the capability to release approximately 63,000 cubic feet per second (cfs) of water. The outlet works has the capability to release flows up to 550 cfs through a 49-inch diameter outlet pipe. The outlet works is also connected to the District's treatment plants via the District's in-county transmission system and is used to convey raw water to these plants for treatment. The reservoir water is used to supply groundwater recharge to both North County (via Coyote Creek) and South County (via Main Avenue Pipeline).

- B. The Anderson Dam Seismic Retrofit Project (ADSRP) was initiated based on findings from the 2011 Seismic Stability Evaluation prepared for the District by the consulting firm of AMEC Geomatrix, Inc. This study indicated there was potential for seismically-induced slope instability and excessive deformation of the upstream and downstream sides of the dam due to potentially liquefiable alluvium and lower finer fill. Additionally, this study identified the potential for fault rupture to occur on the Coyote Creek Range Front faults that could damage the outlet works.

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- C. Planning for the ADSRP began in 2012. The District retained HDR Engineering, Inc. (HDR) to perform the planning phase. During planning, additional dam safety deficiencies were identified including the inadequate outlet works capacity to draw down the reservoir per DSOD requirements, and inability to safely pass the Probable Maximum Flood (PMF), based on an updated PMF hydrologic analysis performed by HDR.
- D. The Design Consultant, URS Corporation, DBA URS Corporation Americas, was hired in 2013. The major Project design components identified in the planning phase included a new high-level outlet, new low-level outlet in an oversized tunnel, spillway and dam crest modifications, and upstream and downstream buttresses to stabilize the embankment.

During the course of the design phase, additional dam safety deficiencies have been identified including embankment transition zone quality, fault rupture across the embankment, and potentially liquefiable soils in the upstream dam embankment. The Project is currently incorporating changes to the embankment design approach to mitigate these deficiencies.

The modified Project calls for the replacement of most of the existing dam with embankments that will meet modern dam safety and performance standards. Much of the material from the existing dam will be reused in the embankment reconstruction. The size of the reconstructed dam will be similar to that of the existing dam. The new dam cross-section will be a compacted, zoned embankment dam with a central impervious clay core. It would include both a triple-layer chimney and horizontal blanket filter/drain/transition zones and compacted gravel shells. These features would address the previously-described dam deficiencies. All the liquefiable material at the base and foundation of the dam will also be removed.

- E. The Environmental Consultant, Horizon Water and Environment, LLC, (Horizon), was hired in early 2020. The District retained Horizon to complete the environmental documents drafted by HDR and assist the District in securing environmental regulatory permits. During design, following numerous discussions with FERC and National Marine Fisheries Services (NMFS), it has been determined that post-operation of Anderson Reservoir will need to be addressed as part of the environmental consultation, which is a significant change to the Project's approach and delivery to date. This scope of services was not included in HDR's planning phase agreement and Horizon, having specific expertise in fisheries, was hired to complete the final environmental documents and perform the permitting work.

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- F. By letter dated February 20, 2020, FERC advised the District that, due to the limited outlet capacity at the existing Anderson Dam and the presence of populated areas downstream of the dam, the District must take all measures available to reduce the risk of failure from an earthquake as much as possible until full remediation of the Anderson Dam is accomplished. FERC specifically directed the District to: (1) maintain the Anderson Reservoir no higher than elevation 565 feet (NAVD88); (2) begin further lowering the reservoir to elevation 488 feet (dead pool) no later than October 1, 2020; and (3) within thirty days from the date of their letter, file with FERC's Regional Engineer a plan and schedule for preliminary and final designs and for an overall construction schedule for the low-level outlet as soon as possible.

By response letter dated March 20, 2020 the District submitted a proposed detailed plan and schedule for the Anderson Dam Tunnel Project (ADTP) to comply with the FERC directive. The plan detailed the schedule for construction of a new low-level outlet at Anderson Dam (Stage 1) and the schedule for construction of the larger Anderson Dam Seismic Retrofit Project (Stage 2).

The Design Consultant is preparing two separate sets of plans, specifications, and cost estimates (one each for Stage 1 and Stage 2) instead of one set as previously planned and stated in their scope of services.

III. PROJECT DELIVERY APPROACH (REVISED)

- A. The District's Project delivery approach includes retaining independent, separate consulting firms as described below:
1. Project Management Consultant (PMC) firm, Black & Veatch, or (Project Management Team), Consultant herein, has been retained to assist with the delivery of the Project at the direction of the District.
 2. The Planning Consultant (PC or Planning Team) firm, HDR Engineering, Inc., was retained to perform preliminary engineering services and to develop the required draft environmental documents (Draft Environmental Impact Report and Draft Environmental Impact Statement) in support of the Project. The Planning Consultant is responsible for defining deficiencies in existing facilities; defining criteria that provide a basis for engineering solutions to address the deficiencies; development of conceptual engineering solutions that address the deficiencies; and evaluation of the concepts and recommendation of a Project to the District for authorization by the District's Board of Directors ("Board").

HDR Engineering, Inc.'s consultant agreement with the District was amended to reduce its scope, which has now been completed and agreement closeout activities are in progress, consistent with HDR's completed Project role.

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3. The Environmental Consultant (EC or Environmental Team) led by Horizon Water and Environment, LLC, (Horizon) was retained in 2020 to develop the required final environmental documents (Final Environmental Impact Report and Environmental Impact Statement) and assist in securing the environmental regulatory permits, which will include post ADSRP construction operations. The Horizon scope of services is separate and distinct from the HDR Engineering, Inc. planning phase scope of services, as described in its Agreement with the District.
 4. The Design Consultant (DC or Design Team), URS Corporation, DBA URS Corporation Americas, has been retained to perform engineering design services in support of the Project, including developing the Project design, preparing the construction documents, and providing engineering support for the bid process and during the construction phase of the Project. Engineering support services during the construction phase shall be negotiated with the Design Consultant prior to the construction phase.
 5. The Construction Management Consultant (CM or Construction Manager), COWI North America, Inc. has been retained to perform construction management services during construction of Stage 1, the ADTP; oversee the construction contractor's performance; and coordinate with the other District Consultants during construction.
- B. Depending on several factors, such as availability of funding, satisfactory performance by the PMC, as determined by the District, and direction from the District Board of Directors, this Agreement may be amended prior to the conclusion of this Agreement term and subsequent Agreement term extensions to include Project Management services during the construction and closeout phases.
1. The performance criteria to be used by the District includes, but is not limited to, the PMC's ability to deliver the technical and management work products, successful implementation of the District's QEMS procedures, record of providing effective stakeholder communication, and ability to guide quality and risk management functions. The District may also negotiate an amendment to this Agreement to include Project Management services for other dam seismic retrofit projects, which was done pursuant to Amendment No. 2, Amendment No. 6, and Amendment No. 8 to this Agreement.
 2. Pursuant to Amendment No. 2, Task 11 Supplemental Services was revised to add 11.7 Design and Constructability Reviews for the Calero-Guadalupe Dams (CGD) Seismic Retrofit Projects. Task 12 Provide Project Management Assistance for Calero-Guadalupe Dams (CGD) Seismic Retrofit Projects was also added in Amendment No. 2.

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Pursuant to Amendment No. 6, Task 11 was modified to only include scope for Supplemental Services for the Anderson Dam Seismic Retrofit Project. Task 12 was revised and renumbered to provide for PMC services for Calero Dam Seismic Retrofit Project in Tasks 107-108; PMC Services for Guadalupe Dam Seismic Retrofit Project in Tasks 109-110; and added PMC services for Almaden Dam Improvements Project as new Tasks 111-112.

3. Pursuant to Amendment No. 8, the design and construction of the CDSRP has been deferred by the Board, so the remaining budget designated for the CDSRP (Task 108) was re-allocated in Amendment No. 8 to the Guadalupe Dam Seismic Retrofit Project (GDSRP). The budget for PMC Services for GDSRP (Task 109 and Task 110) is depleted and requires additional budget for the firm to continue performing services for three additional years from January 2021 to December 2023.

An administratively approved re-allocation of remaining budget that was in the Almaden Dam Improvements Project (Task 111 and Task 112), and transferred to the ADSRP, was also documented in the Amendment No. 8. Services yet to be performed for ADIP relate to the Phase 2 Spillway Evaluation for which Consultant's support is no longer required.

4. Amendment No. 9 provides for the Consultant to perform additional project management services during the planning and design phases during a period of three years, from January 2021 to December 2023. The services provided include those related to new activities to be conducted per direction from Federal Energy Regulatory Commission (FERC), the Board of Consultants (BOC), National Marine Fisheries Service (NMFS), and the State of California Department of Water Resources, Department of Safety of Dams (DSOD). The Amendment also extends the Agreement duration to provide time for Consultant to perform project management services during review of the final design documentation by DSOD, FERC, and other permitting agencies, and implements administrative revisions to the Agreement.

- C. Regardless of the assessment by District of PMC's performance at any time during the Agreement, the District reserves the right not to extend the term of the Agreement nor expand the scope of services, as well as reserves the right to reduce or remove the scope of services.

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IV. PROJECT OBJECTIVES FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (UNCHANGED)

- A. The District's objectives for the Anderson Dam Seismic Retrofit Project include:
1. Stabilize the dam embankment for the Maximum Credible Earthquake (MCE) on the Calaveras and Coyote Faults;
 2. Mitigate the risk of embankment failure due to fault rupture;
 3. Modify the existing spillway and/or raise the dam crest and make other modifications as required to accommodate the Probable Maximum Flood (PMF);
 4. Replace the outlet works to mitigate the potential fault rupture risk from the MCE on the Coyote Creek-Range Front fault zone; meet current State of California Department of Water Resources, Division of Safety of Dams (DSOD) emergency drawdown flow requirements, and provide additional flood management flow requirements for District's use; and
 5. Correct other dam safety deficiencies that are identified during the Design and Construction Phase of the Project.
- B. The District's objectives for the Calero Dam Seismic Retrofit Project include:
1. Stabilize the Calero Dam embankments for the Maximum Credible Earthquake;
 2. Modify or replace the outlet works if determined to be inadequate;
 3. Modify the spillway or increase the freeboard of the Calero dams for safe passage of the Probable Maximum Flood (PMF);
 4. Provide modifications that do not preclude potential future expansion of Calero Dam and reservoir to provide additional reservoir storage;
 5. Remove or relocate the Bailey Ranch structures and breach Fellow's Dike; and
 6. Incorporate other measures to address seismic and other deficiencies that are identified through the Project delivery process.
- C. The District's objectives for the Guadalupe Dam Seismic Retrofit Project include:

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1. Stabilize the Guadalupe Dam embankment to withstand a Maximum Credible Earthquake (MCE);
 2. Implement improvements as necessary for the Dam system to safely pass the Probable Maximum Flood (PMF);
 3. Ensure that the outlet works and hydraulic control system meet the Division of Safety of Dams (DSOD) requirements;
 4. Relocate the Guadalupe Dam intake structure out of the upstream berm in a timely manner; and
 5. Incorporate other measures to address seismic and other dam safety deficiencies that are identified through the Project delivery process.
- D. The District's objectives for the Almaden Dam Improvements Project include:
1. Implement improvements as necessary for the Dam system to safely pass the Probable Maximum Flood (PMF);
 2. Ensure that the outlet works and hydraulic control system meet the Division of Safety of Dams (DSOD) requirements; and
 3. Incorporate other measures to address seismic and other dam safety deficiencies that are identified through the Project delivery process.
- E. At the direction of the District, the PMC will assist the District with delivery of the Anderson Dam Seismic Retrofit Project by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives for the Project as follows:
1. Resolve the seismic deficiencies per DSOD/ Federal Energy Regulatory Commission (FERC) standards;
 2. Meet the District's Dam maintenance and operational requirements;
 3. Meet the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures and guidelines;
 4. Meet the requirements of all federal, state, and local laws and regulations required for Project delivery;
 5. Meet requirements of the resource and regulatory agencies (permitting agencies) including DSOD and FERC;

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6. Result in the District's Board of Directors, FERC, and DSOD approving Project decisions.

F. At the direction of the District, the PMC will assist with the delivery of the Calero Dam Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project, and Almaden Dam Improvements Project by providing administrative, and if needed, technical review of phase consultant deliverables to support the District's Project Managers as outlined in this Scope of Services.

V. GENERAL ASSUMPTIONS FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (UNCHANGED)

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VI. GENERAL CONDITIONS FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (UNCHANGED)

A. At the direction of the District, the PMC is required to work closely and collaborate with the Design, Planning, and Environmental Phase Consultants, District Management, and District engineering, environmental, operations, and maintenance staff to gain the necessary understanding of the District's requirements, needs, operational constraints and preferences, so as to address and complete key milestones and deliverables associated with the Project objectives.

B. The PMC is responsible for performing this Scope of Services in compliance with all applicable federal, state, local, and District regulatory standards and guidelines.

C. The PMC shall use California State Licensed Contractors, Engineers, and Surveyors to perform the work appropriate to their licensing that is described in this Scope of Services. The PMC shall make available upon request by the District, qualifications and licensing of personnel used in execution of the work.

D. The PMC shall use Microsoft Office software and versions of applications for word processing, spreadsheets, scanned documents, and the latest version of Computer Aided Drafting and Design (CADD) applications (if drawings/plans are included) that meets District software application standards used at the time the Project work starts.

E. The PMC shall submit deliverables in both electronic and hardcopy format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and

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submitted in 5 (five) copies. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.

- F. Drawings shall comply with District's CADD and drafting standards (including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views).
- G. CADD drawings prepared using different CADD software and versions must be converted to be compatible with District's CADD application. Prior to acceptance, District reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawing) and that the standards are retained during the conversion process used by the PMC.
- H. Geospatial Information System (GIS) data and deliverables shall comply with the District's Standards for GIS products.
- I. PMC shall follow the District's procedures and work instructions including the District's QEMS procedures and guidelines unless otherwise instructed by the District's Project Manager.
- J. The District will facilitate access to District facilities as required for the PMC to complete this Scope of Services.

VII. PROJECT TASKS FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (REVISED)

Project Tasks included in this Scope of Services are described in detail in this Section. The task structure established for the original Agreement, and in place for Amendments No. 1 through 5, was completely revised in Amendment No. 6 to appropriately consolidate services for the Anderson Dam Seismic Retrofit Project and to add particular tasks relating only to the Calero Dam Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project and the Almaden Dam Improvements Project. As shown in the Revised Task Descriptions table (Retitled and Revised), multiple original tasks were grouped into a single task; certain tasks were renumbered; and new tasks were added. Existing tasks were modified as well as renumbered.

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REVISED TASK DESCRIPTIONS (REVISED)

Amendment No. 2		Amendments No. 6		Amendments No. 8 & No. 9			
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project							
Task No.	Task Description	Task No.	Task Description	Task No.	Task Description		
1	Project Management and Capital Project Delivery	101	Project Management and Administration	101	Project Management and Administration		
2	Coordination and Communication						
3	Administrative Work						
6	Agreements, Contracts and Services						
7	Implement Value Engineering/ Constructability Review	102	Technical Review and Quality Control	102	Quality Assurance and Quality Control		
8	Quality Assurance and Quality Control						
5	Stakeholder Engagement	103	Regulatory, Permitting & Environmental Coordination	103	Regulatory, Permitting & Environmental Coordination		
4	Public Outreach	104	Public Outreach	104	Public Outreach		
9	Board of Consultants	105	Board of Consultants Coordination	105	Board of Consultants Coordination		
10	Interim Safety Measures (Not Used)	-	Not Used	-	Not Used		
11	Supplemental Services	106	Supplemental Services for ADSRP	106	Supplemental Services for Anderson Dam Seismic Retrofit Project		
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project							
12	Provide Project Management Assistance for Calero-Guadalupe Dams (CGD) Seismic Retrofits Project ¹	107	PMC Services for Calero Dam Seismic Retrofit Project ²	107	PMC Services for Calero Dam Seismic Retrofit Project		
		108	Supplemental Services for Calero Dam Seismic Retrofit Project ²	108	Supplemental Services for Calero Dam Seismic Retrofit Project		
		Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project					
		109	PMC Services for Guadalupe Dam Seismic Retrofit Project ²	109	PMC Services for Guadalupe Dam Seismic Retrofit Project		

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Amendment No. 2		Amendments No. 6			Amendments No. 8 & No. 9	
		110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project ²		110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project
		Tasks 111 thru 112 - Almaden Dam Improvements Project				
		Provide Project Management Services for Almaden Dam Improvements Project – NEW ²	111	PMC Services for Almaden Dam Improvements Project	111	PMC Services for Almaden Dam Improvements Project
			112	Supplemental Services for Almaden Dam Improvements Project	112	Supplemental Services for Almaden Dam Improvements Project

NOTES

1. Amendment No. 2: added new Task 11.7 Supplemental Services, Design and Constructability Reviews for the Calero Dam Seismic Retrofit Project, and Guadalupe Dams Seismic Retrofit Projects and added Task 12 Provide Project Management Assistance for Calero Dam Seismic Retrofit Project and Guadalupe Dams Seismic Retrofits Project.
2. Amendment No. 6: revised and renumbered Tasks 1-12: Task 11 scope was modified to only pertain to the ADSRP; Task 12 was renumbered 101-110; and Task 12 was revised to add Tasks 111-112 for PMC Services for the Almaden Dam Improvements Project.
3. Amendment No. 8: revises the Scope of Services for Tasks 101-112 and retitled Task 102. Although the term of the Agreement was extended to June 30, 2022, the budget was allocated only up to December 31, 2020.
4. Amendment No. 9 uses same task titles as Amendment No. 8.

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TASKS 101 THROUGH 106 - ANDERSON DAM SEISMIC RETROFIT PROJECT

Task 101 - Project Management and Administration (REVISED)

The PMC will assist with project management and capital project delivery tasks including but not limited to: updating the Project Plan and the Project Work Plan; preparing monthly Project reports; assisting with the preparation of the Change Management Memorandum; maintaining the Project Files; providing oversight management of the planning and design phase work; managing the transition reporting process between the phases of work for Project continuity; working with the District to obtain Stakeholder Engagement.

Task 101.A - Implement Capital Project Delivery (REVISED)

- 101.A.1 Assist the District's Project Manager in the preparation of project Change Management Memoranda (assume update twice per year).
- 101.A.2 Assist the District's Project Manager to update the Project Plan (assume update twice per year).
- 101.A.3 Track and manage the District-approved Project Plan.
- 101.A.4 Assist the District's Project Manager with preparation of the annual updates to the Project Management Work Plan.
- 101.A.5 Routinely monitor and track schedule. Prepare quarterly updates to the Master Project Schedule.
- 101.A.6 Assist the District's Project Manager with annual updates to the Cost Management Plan.

Task 101.B - Assist in Providing Oversight Management for Planning Consultant's Scope of Services - COMPLETED

- 101.B.1 Maintain open dialogue with the Planning Consultant (PC) to review the progress of the PC's scope of services and to address any questions or requests for information that may pertain to the PC's scope of services.
- 101.B.2 Conduct monthly management meetings on an as-needed basis with the Planning Consultant to review overall performance compared with the Planning Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.

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- 101.B.3 Respond to requests for information and/or clarification sent by the Planning Consultant that require District input for purposes of progressing the work.
- 101.B.4 Monitor Planning Consultant's progress to verify conformance to the Project Work Plan.
- 101.B.5 When requested, assist the District with the management of the Planning Consultant's Agreement.

Task 101.C - Assist in Providing Oversight Management for Design Consultant's Work - COMPLETED

- 101.C.1 Maintain open dialogue with the Design Consultant to review the progress of work and to address any questions or requests for information that may pertain to the progress of the work.
- 101.C.2 Conduct monthly management meetings with the Design Consultant to review overall performance compared with the Design Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.
- 101.C.3 Prepare for and conduct Design Review Workshops at the 30% and 60%, levels of design completion.
- 101.C.4 Respond to requests for information and/or clarification sent by the Design Consultant that require District input for purposes of progressing the work.
- 101.C.5 Monitor Design Consultant's progress to verify conformance to the Project Work Plan.
- 101.C.6 When requested, assist the District with the management of the Design Consultant's Agreement.

Task 101.D - Assist with the Preparation of the District Contract Administration System (CAS) Process Documents (DELETED)

Task 101.E - Communication's Plan (UNCHANGED)

- 101.E.1 Provide annual updates of the Project Communication's Plan. Coordinate Plan updates with Tasks 101 and 105.

Task 101.F - Coordinate with District Management (REVISED)

- 101.F.1 Maintain routine contact and communication with the District's Project Manager including preparation and participation in weekly administrative and technical briefings (2 meetings per week).

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- 101.F.2 Assist with preparation of Monthly Project Status Reports and participate in monthly meetings with the Dam Safety and Capital Delivery (DSCD) Deputy Operating Officer (DOO).
- 101.F.3 Conduct monthly environmental briefings with the District's Project Manager.
– **COMPLETED**
- 101.F.4 Review and assist in approving Phase Consultants' monthly reports and recommending District approval of the undisputed amounts associated with their monthly invoices.

Task 101.G - Coordinate with District Operations and Maintenance (O&M) and Environmental Staff (UNCHANGED)

- 101.G.1 Solicit administrative and technical requirements from District O&M and Environmental staff and verify that the requirements have been addressed.
- 101.G.2 Maintain liaison with District O&M and Environmental staff as end user/customer.
- 101.G.3 Solicit O&M and Environmental staff input during Value Engineering (VE) and constructability reviews.
- 101.G.4 Receive O&M and Environmental staff input on potential safety and environmental concerns/considerations.
- 101.G.5 Assist District's Project Manager in conducting monthly Project briefings with District O&M and Environmental staff, when requested.

Task 101.H - Coordinate with District Counsel (DELETED)

Task 101.I - As Needed Project Management Support for District Project Manager (REVISED)

- 101.I.1 Provide project management, coordination, advice, and support to the District Project Manager on an as-needed basis. Level of effort for as-needed project management support assumed to be 1 hour per week for PMC Program Manager/Principal in Charge, 2 hours per week for PMC Deputy Project Manager, and 3.5 hours per week for ADSRP Deputy Project Manager.

Task 101.J - As Needed Administrative Support for District Project Manager (REVISED)

- 101.J.1 The PMC will provide administrative support to the District's Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of

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tracking logs, report reproduction, recording and publishing meeting minutes. Level of effort for as needed administrative support assumed to be 14 hours per week for PMC Senior Project Administrator assumed.

Task 101.K - Establish and Maintain a Project-specific Document Control System (UNCHANGED)

- 101.K.1 Prepare annual updates to the Document Control Management Plan.
- 101.K.2 Provide a Project-level file sharing system for transferring files to and from parties external to the District. The PMC plans to use the web service www.ibackup.com or other similar file transfer service.
- 101.K.3 Manage internal District files on the District's network (P drive) using a file structure approved by the District's Project Manager.
- 101.K.4 Implement hard copy filing system in District offices using a file structure that mirrors the District's P drive.
- 101.K.5 Prepare and distribute document control system reports and logs on request (assume twice per year).

Task 101.L - Maintain Project Correspondence and Meeting Logs (UNCHANGED)

- 101.L.1 Maintain Project-level correspondence logs and meeting logs. Provide monthly updates of the tracking logs.

Task 101.M - Assist with Preparation and Presentation of Reports to District Board of Directors (Board) (REVISED)

- 101.M.1 Assist with preparation and presentations on Project-level status reports to the District's management, internal stakeholders and Board (assume twice per year).
- 101.M.2 Assist with the preparation of agenda packages for Board meetings.
- 101.M.3 Assist with the preparation of Chief Executive Officer (CEO) bulletins.
- 101.M.4 Assist with the preparation of responses to Board questions and monthly Board Fact Sheets, as requested by District.
- 101.M.5 Prepare meeting notes and action items.

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Task 101.N - Risk Management Plan (REVISED)

- 101.N.1 PMC Risk Manager to update and coordinate Risk Management Plan.
- 101.N.2 Prepare and maintain a risk register that includes potential costs and schedule consequences to the Project and plans for mitigation.
- 101.N.3 Conduct project risk review workshops with the Design and Environmental Consultants and District staff. Perform (1) workshop at the 90% design level, (1) workshop at the 100% design level, and (1) workshop at the pre-bid milestone.
- 101.N.4 Develop mitigation plans for key risks in conjunction with the District and its Phase Consultants. For each risk item, document and manage the mitigation through the Design Phase of the Project. Develop probabilities of occurrence with cost and schedule consequences for key risks. Make recommendations to the District on key risks that cannot be effectively mitigated in Design.
 - a. Mitigation Plans for key risks will be developed for up to 6 items agreed to in discussion with the District. Mitigation Plans currently anticipated to include at a minimum: stability within the reservoir rim; diversion-related flood risks during construction; borrow source availability; unforeseen geologic conditions.

Task 101.O - Geospatial Information System (GIS) Integration and Standards (DELETED)

Task 101 Assumptions (UNCHANGED)

- 1. The Planning, Environmental and Design Consultants will be responsible for updates to their individual Work Plans.
- 2. Not all routine and/or Project related electronic mail (E-mail) correspondence will be included in the Project-specific Document Control system or log. Documents will only be included when the preparer specifically transmits an electronic document or e-mail directly to PMC's Document Control for inclusion into the Project's document control system.
- 3. District will provide legal counsel to review draft and final agreements, permits, licenses, etc.
- 4. District is responsible for payment of all permit fees directly to the applicable agency.

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Task 101 Deliverables (RENUMBERED AND REVISED)

1. Project Plan updates
2. Updates to the Project Management Work Plan and Cost Management Plan
3. Cost reports
4. Updates to the Master Schedule
5. Mitigation Plans for Key Risks
6. Updates to the Risk Management Plan
7. Risk Register
8. Updates to the Project Communication's Plan
9. Monthly Environmental Briefing Agendas - **COMPLETED**
10. Board agenda packages and presentation materials
11. Updated Document Control Plans
12. **DELETED**
13. **DELETED, TASK MOVED TO TASK 103** Regulatory, Permitting, & Environmental Coordination
14. Document control system reports and logs
15. Correspondence and meeting logs
16. Draft and final agendas for Monthly Management Meetings and Design Review Workshops - **COMPLETED**
17. Draft and final meeting records (notes and action items) from Monthly Management Meetings and Design Review Workshops - **COMPLETED**
18. Letters of transmittal and/or memoranda transmitting information and/or providing clarifications to questions or information requests made by the Phase Consultants - **COMPLETED**

Task 102 - Quality Assurance and Quality Control (REVISED)

PMC will maintain the Project's quality assurance and quality control (QA/QC) plan, as well as prepare their own QA/QC plan for their own deliverables. At the direction of the District's Project Manager, the PMC will confirm the Design Consultant deliverables comply with the Phase Consultants QA/QC processes and procedures, and the District's QEMS procedures, pursuant to Agreement A3676A with URS Corporation Americas.

Technical reviews of Planning and Design Consultant deliverables may be requested at the direction of the District's Project Manager.

PMC will also perform Value Engineering (VE) and Constructability reviews.

Task 102.A - Maintain Project's Quality Assurance Quality Control (QA/QC) Plan (UNCHANGED)

- 102.A.1 Maintain a Project QA/QC Plan in accordance with District requirements. Update the QA/QC Plan on an annual basis to reflect any changes in process and/or technical work subject to compliance with the Plan.

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- 102.A.2 Conduct annual audits of Project Management, Planning Phase, and Design Phase Consultant's Compliance with the requirements of the QA/QC Plan. Prepare brief memoranda that summarize outcomes of the audits.

Task 102.B - Project Management Consultants' Compliance (UNCHANGED)

PMC will prepare a QA/QC plan documenting their procedures to ensure their services and deliverables meet the District's QEMS, as well as accepted practices and standards of their own profession. District reserves the right to request and review the PMC documentation demonstrating their adherence with their own quality assurance procedures.

Task 102.C - Planning Consultant's Project Deliverables QA/QC Compliance - COMPLETED

- 102.C.1 Review Planning Consultant's Project deliverables according to the Planning Consultant's Agreement with the District to verify conformance to the agreed-to scope of services. Review shall include the following:
- a. Verify that deliverables conform to the District's QEMS and Project Requirements.
 - b. Verify that deliverables meet quality, schedule, and budget objectives.
 - c. Coordinate with District staff and provide consolidated comments to the Planning Consultant on its work products.
- 102.C.2 Review of Planning Consultant deliverables will include an initial cursory review of in-progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL submittals including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resources, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Wetland delineation, Section 404(b)(1) Alternatives Analysis Report, Administrative (Draft) EIR outline, Administrative (Draft) EIR.

Task 102.D - Design Consultant's Deliverables QA/QC Compliance (REVISED)

- 102.D.1 Review Design Phase Consultant's Project deliverables according to the Design Consultant's Agreement with the District to verify conformance to the agreed-to scope of services.
- a. Verify that deliverables conform to the District's QEMS and Project Requirements.

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- b. Verify that deliverables meet QA/QC processes and procedures, schedule, and budget objectives.
 - c. Coordinate with District staff and provide consolidated comments to the Design Consultant on its work products.
- 102.D.2 Review of Design Consultant deliverables will include an initial cursory review of all in-progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL documents including, but not limited to review of the following documents: Geotechnical Data Report, Geotechnical investigation Work Plans / Drilling Program Plans, Test Fill Work Plan, Test Fill TM, Design Criteria Memorandum, Embankment Stability, Embankment Deformation and Settlement Analyses, Foundation and Embankment Seepage, Geotechnical Characterization Report, Geotechnical Baseline Report, Reservoir Operations, Material Development and Handling, Cofferdam, TM, Coyote Creek Modification Alternatives Analysis TM, Monte Carlo Analysis of Critical Patch of Construction Schedule, Spillway Hydraulics TM, Embankment Basis of Design, Outlet Works Basis of Design, Embankment Instrumentation TM, Spillway Basis of Design TM, Outlet Works Basis of Design, Basis of Design Report, Civil, Roads and Utilities technical memoranda, NOA and Metals Evaluation Report, Construction Sequencing Plan, Comment Resolution Document, Bid Sheet, Construction Permit Framework Document, Commissioning, Training and Maintenance Plan, Design to Construction Phase Transition Report.
- 102.D.3 Review of Design Consultant design submittal deliverables will include review and written comments the DRAFT, REVISED DRAFT and FINAL SUBMITTALS. [30%, 60%, 90%, 100% and Bid Set Plans, Specifications, and Estimates (PS&E) submittals].

Task 102.E - Technical Consultation and Support (UNCHANGED)

- 102.E.1 As directed by the District's Project Manager, the PMC will provide technical consultation, advice, and support on an as-needed basis.

Task 102.F - Arrange and Conduct Value Engineering (VE) Sessions - COMPLETED

VE session will include 6 technical experts selected by the PMC including a facilitator and will include 40 hours per participant for background review of Project documents, 3-day workshop including site visit and preparation and submittal of a technical report summarizing recommendations. The VE session will be conducted in accordance with the Society of Value Engineers (SAVE) guidelines.

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- 102.F.1 Conduct a VE session of the proposed statement of work during the Design Phase.
- 102.F.2 Prepare draft and final Value Engineering Report, including operability and maintainability assessments.

Task 102.G - Arrange and Conduct Constructability Review (UNCHANGED)

The Design Consultant has completed a constructability review of the embankment production rates for the 60% design. The PMC will reference and incorporate the Design Consultant's information and perform the constructability review for remainder of the entire Project.

PMC's constructability reviews will include 4 construction management professionals or contractors selected by the PMC and agreed upon by the District. The constructability review will include 40 hours per participant for background review of Project documents, 2-day workshop including site visit and preparation and submittal of a technical report summarizing recommendations.

- 102.G.1 Conduct Constructability Reviews at the 60% design completion milestone.
- 102.G.2 Prepare draft and final 60% Constructability Review Memoranda.

Task 102.H - Independent Contractor Style, Cost, and Schedule Estimate (DELETED)

Task 102.I - Potential Failure Mode Analysis Workshop - COMPLETED

- 102.I.1 Facilitate a Potential Failure Mode Analysis (PFMA) following submission of 60% design documents following FERC guidelines to identify failure modes of the proposed retrofit project to inform design. The PFMA shall be two days in length not including one day to review applicable Project information and a half-day site visit for attendees.
- 102.I.2 Prepare a PFMA questionnaire and a report summarizing the results of the workshop.

Task 102.J - Construction PFMA Workshop (REVISED)

- 102.J.1 PMC will facilitate a Construction Potential Failure Mode Analysis (PFMA) Workshop following submission of 60% design documents to identify failure modes of the proposed retrofit Project during construction to inform design and sequencing of the work. The Construction PFMA Workshop shall be two days in length including a half-day site visit for attendees. PMC will coordinate issuing relevant documents to all attendees at least two weeks in advance of the workshop. A Construction PFMA style workshop will also be

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held with the Stage 1 and Stage 2 construction contractor prior to the start of work.

102.J.2 Prepare Construction PFMA report summarizing the results of the workshop.

Task 102 Assumptions (UNCHANGED)

1. Planning and Design Consultants are responsible for their own quality control of their services including deliverables. PMC has an oversight function to verify Planning and Design Consultants are following their established QA/QC procedures.
2. Value Engineering and Constructability Review sessions will be conducted in District offices or otherwise as directed by District.
3. The PMC will provide a facilitator and a recorder for both the PFMA and the Construction PFMA workshops. Key staff from the PMC team will also attend the workshops.

Task 102 Deliverables (REVISED)

1. Annual updates to the Project QA/QC Plan
2. Compliance audit memoranda
3. Quality Review Form (QRF) documenting comments on Planning Consultant deliverables - **COMPLETED**; and QRF documenting comments on Design Consultant deliverables - **IN PROGRESS**
4. Value Engineering session agenda and session - **COMPLETED**
5. Value Engineering draft and final report - **COMPLETED**
6. Constructability review agenda and session
7. Constructability Review Memoranda, draft and final
8. Contractor Style, Cost, and Schedule Estimate - **DELETED**
9. PFMA Questionnaire and Report - **COMPLETED**
10. Construction PFMA Report

Task 103 - Regulatory, Permitting, & Environmental Coordination (UNCHANGED)

PMC will assist the District with the regulatory, permitting and environmental coordination efforts with input from Planning, Environmental, and Design Consultants and the District for the planning and design level geotechnical investigations only, as well as participate in Project's regulatory meetings.

Task 103.A - Stakeholder Engagement Plan (UNCHANGED)

103.A.1 Provide annual updates to information contained in the Stakeholder Engagement Plan.

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Task 103.B - Develop, Track, and Monitor Stakeholder Issues (UNCHANGED)

- 103.B.1 Maintain the stakeholder database that includes key contact information and records outcomes of discussions and needs for follow-up and actions on the part of the District.
- 103.B.2 Log, process, and track all stakeholder correspondence.
- 103.B.3 Assist in tracking stakeholder issues.

Task 103.C - Coordination Assistance with DSOD and FERC (UNCHANGED)

PMC will assist the District with coordination with the DSOD and FERC as follows:

- 103.C.1 Participate in regular coordination meetings with District staff and representatives of the DSOD and FERC. Prepare and distribute meeting records, including key discussion points and action items (assume every 2 months).
- 103.C.2 Facilitate and coordinate comment responses with the DSOD and FERC on key work products.
- 103.C.3 Attend quarterly meetings with DSOD and/or FERC staff at their offices to review key work products. Prepare slide deck and maintain meeting records that summarize key discussion points and action items.
- 103.C.4 Prepare draft correspondence to DSOD/FERC.
- 103.C.5 Assist District's Project Manager coordination with FERC Regional Engineer.
- 103.C.6 Assist District's Project Manager coordination with DSOD Regional Engineer.

Task 103.D - Coordination Assistance with Environmental Resource Agencies (UNCHANGED)

When requested by the District:

- 103.D.1 Coordinate work with Federal Energy Regulatory Commission Division of Hydropower Administration and Compliance (FERC DHAC), Army Corps of Engineers (COE), National Marine Fisheries (NMFS), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), the Regional Water Quality Control Board (RWQCB), and the California Office of Historic Preservation. - **COMPLETED**

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- 103.D.2 Solicit agency input on administrative and technical requirements and verify that the requirements have been addressed. - **COMPLETED**
- 103.D.3 Prepare draft correspondence for District use. - **COMPLETED**
- 103.D.4 Prepare draft agreements with environmental resource agencies, as required. - **DELETED**
- 103.D.5 Participate in Project-level meetings with environmental resource agencies (see assumption 2 below).
- 103.D.6 Work with the District to develop a resource agency contact database.
- 103.D.7 Assist District's Project Manager coordination with agency representatives.

Task 103.E - Assist with the District's Non-Environmental Regulatory Permit Application to State, Local, and Other Agencies (UNCHANGED)

PMC will provide support to the District as follows:

- 103.E.1 Prepare and maintain a permit database including list of agency contacts, types of application forms, and target milestones for acquiring permits. Administrative and encroachment permits could be required from the City of Morgan Hill, County of Santa Clara Roads and Airports Department, County of Santa Clara Parks and Recreation Department, and similar municipal type agencies.
- 103.E.2 Support the District with permit applications by providing technical information and documentation in support of permits, as requested.
- 103.E.3 Support District in preparation of various agency agreements, such as could be required for utility service in support of construction; utility relocation or accommodation; and real estate acquisition.
- 103.E.4 Review and comment on non-environmental agency studies, reports, technical memoranda and contract documents to determine potential conflicts with Project.
- 103.E.5 Provide Geospatial Information System (GIS) services in support of Non-Environmental Regulatory Permit/Agreement applications.
 - a. Develop and maintain GIS database of Project data, including:
 - i. Existing facilities based off of existing available information
 - ii. Design components

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- iii. Property boundaries and ownership information
 - iv. Santa Clara County Parks and Recreation features
 - v. Construction easements and temporary closures
 - vi. Temporary impacts
 - vii. Restoration improvements
- b. Verify compliance with the Project's GIS Data Management Plan and ensure the data and GIS-based deliverables comply with the District's GIS Standards.

Task 103 Assumptions (UNCHANGED)

1. DSOD meetings will be conducted in Sacramento, California in one day that includes both meeting participation and travel to and from District offices. For the FERC meetings, these meetings shall be conducted in San Francisco for a total of six hours that includes both meeting participation and travel time to and from District offices.
2. Meetings with each of the environmental resource agencies (FERC DHAC, COE, NMFS, USFWS, CDFW and RWQCB) will be held up to twice per year. These meetings will be conducted either by conference call or at locations approved by the District's Project Manager in half a day, including travel time to and from District offices.
3. The GIS database will be developed and maintained using available information. Field validation of existing facilities will not be performed.

Task 103 Deliverables (UNCHANGED)

1. Permit database
2. Updates to the Stakeholder Engagement Plan
3. Stakeholder Database
4. Draft correspondence
5. Draft Phase Consultant Agreements - **DELETED**
6. Meeting records
7. Stakeholder comment tracking logs
8. Stakeholder correspondence log
9. GIS maps for non-environmental regulatory permits/agreement
10. GIS database

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Task 104 - Public Outreach (UNCHANGED)

PMC's role will be to support the District's public outreach/public relations staff, in relation to coordination, preparation and participation in the public outreach activities upon request.

Task 104.A - Participate in Public Outreach Planning and Implementation (UNCHANGED)

104.A.1 Assist the District in preparing for public outreach planning and implementation.

Task 104.B - Make Presentations (UNCHANGED)

104.B.1 Assist with the development of presentations to be made by District staff or Phase Consultant (assume 2 presentations per year).

104.B.2 Attend public workshops and meetings as requested (assume 2 workshops or meetings per year).

Task 104.C - Support District Staff (UNCHANGED)

104.C.1 Prepare materials for District newsletters to the public (assume 1 newsletter per year).

104.C.2 Assist in developing responses to questions (assume 2 meetings per year).

104.C.3 Prepare meeting summaries and notes (assume 2 meetings per year).

104.C.4 Prepare graphics, and other materials for District public information workshops not attended by the PMC (assume 1 workshop per year).

Task 4 Assumptions (UNCHANGED)

None.

Task 4 Deliverables (UNCHANGED)

1. Draft newsletters or figures for District use
2. Draft and final presentation materials for public meetings or workshops
3. Meeting summary and notes from public meetings or workshops

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Task 105 - Board of Consultants Coordination

Task 105.A - BOC Contract Management (REVISED)

PMC shall coordinate contract management for all six members of the BOC.

Task 105.B - Coordinate work of the BOC (REVISED)

PMC shall assist District coordinate work efforts between the BOC FERC, DSOD, and Design Consultant. At key milestones, other duties shall include, but may not be limited to the following:

- 105.B.1 Scheduling of informal and formal BOC meetings, including sending Outlook Calendar invitations and securing District or other meeting rooms and audio/visual equipment, as required.
- 105.B.2 Meeting agendas.
- 105.B.3 Preparation and distribution of BOC meeting packages, presentations including technical memoranda, reports, and plans and specifications, etc.
- 105.B.4 "Hosting" of the meetings at District facilities.
- 105.B.5 Preparation of the draft and final meeting record of key discussion topics, comments, actions, items and/or outcomes.
- 105.B.6 Assistance with preparation of initial response to the BOC comments with input from the Design Consultant and District.
- 105.B.7 Assistance with preparation of initial draft response letter to the BOC comments, and incorporation of changes after review by District staff.
- 105.B.8 Distribution of the District's official response to the BOC comments.

Task 105 Assumptions (REVISED)

- 1. BOC will function in accordance with FERC requirements.
- 2. BOC will provide input at key Project milestones. During the term of this Agreement, up to twenty-one (21) formal BOC meetings and up to sixteen (16) informal BOC meetings will be held. Formal BOC meetings will be conducted for two days and informal BOC meetings for half a day. Formal BOC meetings will coincide with design milestones submittals for the revised 60% design and 90% design packages for the overall project, and the 100% design for the tunnel project.

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3. One of the BOC meeting will include a Construction Potential Failure Mode Analysis Workshop (PFMA), in which the BOC members will participate. The Construction PFMA workshop will be conducted for two days, including a half day site visit, and a one-day review of applicable project information.
4. Technical presentation materials for BOC meetings will be prepared by the Design Phase Consultant.
5. BOC meetings will be held at District offices or as otherwise directed by District.

Task 105 Deliverables (UNCHANGED)

1. Task Order Agreements for services required of members of the BOC
2. Draft and Final Meeting Agenda for informal and formal BOC meetings
3. BOC meeting packages consisting of technical work products developed for the Project
4. BOC meeting presentation materials consisting of PowerPoint slides and/or handouts for review at the informal and formal BOC meetings
5. Draft and Final Preparation of BOC meeting records
6. Preparation of District responses to BOC comments on technical work products

Task 106 - Supplemental Services for Anderson Dam Seismic Retrofit Project (UNCHANGED)

- A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three - Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.
- B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work
- C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on the Hourly Rate Schedule (time and material) as described in Revised Appendix Two, Fees and Payments, of this Agreement, and must include all of the following information:
 1. The total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis; and
 2. The schedule for completing the Supplemental Services Task Order; and

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3. PMC key staff and classifications that will be assigned to complete the Supplemental Services.

- D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

- E. Under no circumstances will PMC commence the Supplemental Services until:
 1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and
 2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

- F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical review of detailed design, public outreach, risk management, GIS, stakeholder engagement, Board of Consultants, additional workshops/review meetings, or other unanticipated support tasks requested by the District.

TASKS 107 THROUGH 112 - CALERO AND GUADALUPE SEISMIC RETROFIT PROJECTS AND ALMADEN DAM IMPROVEMENTS PROJECT

As stated in Amendment No. 2 to the Agreement, Article III. Project Delivery Approach, the District may consider amending the Agreement to include Project Management assistance services for the other dam seismic retrofit projects. This Agreement was previously amended to add scope relating to the Calero and Guadalupe Dams Seismic Retrofit projects and the Almaden Dam Improvements Project.

TASKS 107 THROUGH 108 - CALERO DAM SEISMIC RETROFIT PROJECT – (REVISED)

Task 107 - PMC Services for Calero Seismic Retrofit Project - PARTIALLY COMPLETED

As per Article III. Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services shall be performed for the planning and design of the Calero Dam Seismic Retrofit Project.

Task 107.A - Project Management Services – (UNCHANGED)

PMC will assist the District Calero Project Manager, including:

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- A. Participating in bi-weekly Calero Dam Project Management coordination meeting with the Design Consultant.
- B. Participating in monthly Calero/Guadalupe environmental coordination meeting with the Planning Consultant and Design Consultant.
- C. Assisting with the District's non-environmental regulatory permit applications to State, Local, and other Agencies, such as Santa Clara County (Roads and Airports, Parks and Recreation, Historical Heritage Commission). Assist with correspondence and meeting preparation.
- D. Coordinating with District Management and Staff, including but not limited to Dam Safety, O&M, Real Estate, Community Projects Review Unit, and Environmental Services. Solicit input from each of the District units on the project.
- E. Assisting with and coordinating responding to requests for information from the Planning Consultant and/or the Design Consultant.
- F. Drafting correspondence to DSOD.
- G. Coordinating PMC and District design reviews.
- H. Assisting in coordination and facilitation of design review workshops.
- I. Assisting with planning for and attending environmental public hearings.
- J. Assisting in review of phase consultant amendments as requested.

Task 107.B - Technical Consultation and Support (NOT PERFORMED)

Task 107.B - Review Deliverables from Calero's Design Consultant - PARTIALLY COMPLETED

- 107.B.1 PMC will support the District PM with technical reviews of the following Design Consultant's deliverables within the time frame specified by the District. Technical review shall include technical review of the deliverable, development of a quality review form (QRF) assembling comments from PMC and District staff, attending meetings in person or via teleconference to discuss comments, and back-checking comments in revised deliverables.
- 107.B.2 Project Design Work Plan, Project Base Map, Geotechnical Investigation Work Plan, Geotechnical Data Report, Geotechnical Design, Draft Geotechnical Baseline Report, Configuration Resolution TM, Planning Study Review and Adoption Memo, Right Abutment Evaluation TM, Design Criteria TM, Embankments TMs, Construction Materials Development and Handling TM, Outlet System Hydraulic and Operational Analysis TM, TM, Outlet-Works Structures TM, Civil, Site, Utilities and Other Considerations TM, Reservoir Operations during Construction TM, Spillway Design TM, Dam Safety Instrumentation TM, Architectural , Mechanical, Electrical Systems TM, Supplemental Historical Resource Evaluation Report for the

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Bailey-Fellows Ranch, 30% Plans and Specs, Class 4 Cost Estimate,
60% Plans and Specs, and Class 3 Cost Estimate.

- 107.B.3 The PMC will provide technical consultation, advice, and support to the District Project Manager on an as-needed basis. The estimated level of effort is 4 hours per week by PMC Senior Engineer and 8 hours per week by PMC Associate Engineer for 1 year.

Task 107.C - Administrative Support - COMPLETED

PMC will provide administrative support to the District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 8 hours per month by PMC Senior Project Administrator for 1 year.

Task 107.D - Permitting Support - PARTIALLY COMPLETED

The Calero Planning Consultant is responsible for conducting environmental studies and obtaining environmental permit applications for Calero Dam, including compliance with the California Environmental Quality Act (CEQA) and the Santa Clara Valley Habitat Plan (VHP) requirements. The PMC shall review and provide written comments on Draft permit applications, draft CEQA documentation including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resource, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Administrative (Draft) EIR outline, Administrative (Draft) EIR, , Interim permit applications for Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW for Geotechnical Investigations, VHP application.

Task 107.E - Contractor Pre-Qualification – (DELETED)

Task 107.F - Development of Independent Contractor Style, Cost, and Schedule Estimate (DELETED)

Task 107 Assumptions (REVISED)

1. Calero Dam Seismic Retrofit project is currently not active. Currently no budget has been allocated to this task.

Task 107 Deliverables - PARTIALLY COMPLETED

1. Quality Review Form (QRF) Forms documenting comments on Planning and Design Phase deliverables – **COMPLETED**

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**Task 108 - Supplemental Services for Calero Dam Seismic Retrofit Project
(UNCHANGED)**

- A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three - Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.
- B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.
- C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on the Hourly Rate Schedule (time and material) as described in Revised Appendix Two, Fees and Payments, of this Agreement, and must include all of the following information:
 - 1. The total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis; and
 - 2. The schedule for completing the Supplemental Services Task Order; and
 - 3. PMC key staff and classifications that will be assigned to complete the Supplemental Services.
- D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.
- E. Under no circumstances will PMC commence the Supplemental Services until:
 - 1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and
 - 2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.
- F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical reviews, value engineering workshop, constructability reviews, GIS database development and maintenance, potential failure mode analysis workshops, development and management of project risk registers, or other unanticipated support tasks requested by the District.

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**TASKS 109 THROUGH 110 - GUADALUPE DAM SEISMIC RETROFIT PROJECT
– (REVISED)**

**Task 109 - PMC Services for Guadalupe Dam Seismic Retrofit Project
(UNCHANGED)**

As per Article III., Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services shall be performed for the planning and design of the Guadalupe Dam Seismic Retrofit Project.

Task 109.A - Project Management Services (UNCHANGED)

PMC will assist the District Guadalupe Project Manager, including:

1. Participating in bi-weekly Guadalupe Dam Project Management coordination meeting with the Design Consultant.
2. Participating in monthly Calero/Guadalupe environmental coordination meeting with the Planning Consultant and Design Consultant.
3. Assisting with the District's non-environmental regulatory permit applications to State, Local, and other Agencies, such as Santa Clara County (Roads and Airports, Parks and Recreation), Mid-peninsula Regional Open Space District, PG&E, and AT&T. Assist with correspondence and meeting preparation.
4. Coordinating with District Management and Staff, including but not limited to Dam Safety, O&M, Real Estate, Community Projects Review Unit, and Environmental Services. Solicit input from each of the District units on the project.
5. Assisting with and coordinating responding to requests for information from the Planning Consultant and/or the Design Consultant.
6. Drafting correspondence to DSOD.
7. Coordinating PMC and District design reviews.
8. Assisting in coordination and facilitation of design review workshops.
9. Assisting with planning for and attending environmental public hearings.
10. Assisting in review of phase consultant amendments as requested.

**Task 109.B - Review Deliverables from Guadalupe's Design Consultant
(REVISED)**

- 109.B.1 The PMC will support the District PM with technical reviews of the following Design Consultant's deliverables within the time frame specified by the District:

Project Design Workplan, Project Base Map, Geotechnical Investigation Work Plan, Geotechnical Data Report, Geotechnical Baseline Report, Planning Study Review and Adoption Memo, Design Criteria TM, Basis of Design Report, Outlet System Hydraulics and Operational Analysis TM, Replacement Outlet Hydraulics and Operational Analysis TM, Temporary

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Cofferdam vs Vertical Shaft TM, Outlet Works Design TM, Reservoir Operations TM, Embankment Evaluations TM, Materials Development and Handling TM, Instrumentation TM, Civil, Roads and Utilities TM, Modified Spillway Structure TM, Spillway Condition Assessment TM, 30% Design & Cost Estimate, 60% Design & Cost Estimate, 90% Design & Cost Estimate, 100% Design & Cost Estimate, Commissioning and Training Plan, CM, Testing & Inspection Plan, Design to Construction Phase Transition Report.

- 109.B.2 Technical review shall include technical review of the deliverables, development of a quality review form (QRF) assembling comments from PMC and District staff, attending meetings in person or via teleconference to discuss comments, and back-checking comments in revised deliverables.
- 109.B.3 The PMC will provide technical consultation, advice, and support to the District Project Manager on an as-needed basis. The estimated level of effort is 4 hours per week by PMC Senior Engineer and 6 hours per week by PMC assumed for 3 years.

Task 109.C - Administrative Support (REVISED)

The PMC will provide administrative support to the District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 8 hours per month by PMC Senior Project Administrator for-3 years.

Task 109.D - Permitting Support (UNCHANGED)

The Guadalupe Dam Seismic Retrofit Project Planning Consultant is responsible for conducting environmental studies and obtaining environmental permit applications for Guadalupe Dam, including compliance with the California Environmental Quality Act (CEQA) and the Santa Clara Valley Habitat Plan (VHP) requirements. The PMC shall review and provide written comments on Draft permit applications, draft CEQA documentation including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resource, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Biological Assessment for NMFS, Wetland delineation, Section 404(b)(1) Alternatives Analysis Report, Section 106 report, Administrative (Draft) EIR outline, Administrative (Draft) EIR, Administrative (Final) EIR, Statement of Overriding Considerations, MND, NOD, Administrative (Draft) EA, EA, Finding of No Significant Impact, Mitigation and Monitoring Plan, EIR Meeting presentation, EIR Meeting Summary Report, Response to Comments Report on the EIR, EIR Adoption Hearing Summary Report, Notice of Availability, Notice of Completion, Newspaper Notice, Interim permit applications for

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Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW, JARPA permit application, VHP application.

Task 109.E - Contractor Pre-Qualification (DELETED)

Task 109.F - Development of Independent Contractor Style, Cost, and Schedule (DELETED)

Task 109 Assumptions (REVISED)

1. Administrative support will be 8 hours per month on average.
2. Technical support will be 10 hours per week on average not including review of deliverables.

Task 109 Deliverables (UNCHANGED)

1. Quality Review Form (QRF) Forms documenting comments on Planning and Design Phase deliverables

Task 110 - Supplemental Services for Guadalupe Dam Seismic Retrofit Project (UNCHANGED)

- A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.
- B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work
- C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on the Hourly Rate Schedule (time and material) as described in Revised Appendix Two, Fees and Payments, of this Agreement, and must include all of the following information:
 1. The total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis; and
 2. The schedule for completing the Supplemental Services Task Order; and

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3. PMC key staff and classifications that will be assigned to complete the Supplemental Services.

- D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

- E. Under no circumstances will PMC commence the Supplemental Services until:
 1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and
 2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

- F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical reviews, value engineering workshop, constructability reviews, GIS database development and maintenance, potential failure mode analysis workshops, development and management of project risk registers, or other unanticipated support tasks requested by the District.

**TASKS 111 THROUGH 112 - ALMADEN DAM IMPROVEMENTS PROJECT –
(UNCHANGED)**

Task 111 - PMC Services for Almaden Dam Improvements Project - COMPLETED

As per Article III., Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services will be performed for the planning and design of the Almaden Dam Improvements Project.

Task 111.A - Administrative Support - COMPLETED

The PMC will provide administrative support to Almaden's District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 4 hours per week by PMC Senior Project Administrator for 2 years.

**Task 111.B - Review Engineering Deliverables from Almaden Consultant -
COMPLETED**

When requested by the District, the PMC shall provide review and written technical comments on an as-needed basis for the following Almaden Consultant's deliverables within the time frame specified by the District:

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111.B.1 Planning Phase: Problem Definition Report, Feasible Alternatives Report, Planning Study Report.

Task 111.C - GIS Database Development and Maintenance (DELETED)

Task 111.D - Value Engineering and Design Support (DELETED)

Task 111 Assumptions (DELETED)

Task 111 Deliverables (DELETED)

Task 112 - Supplemental Services for Almaden Dam Seismic Improvements Project (UNCHANGED)

- A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District’s Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.
- B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.
- C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on the Hourly Rate Schedule (time and material) as described in Revised Appendix Two, Fees and Payments, of this Agreement, and must include all of the following information:
 - 1. The total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis
 - 2. The schedule for completing the Supplemental Services Task Order; and
 - 3. PMC key staff and classifications that will be assigned to complete the Supplemental Services
- D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District’s Deputy Operating Officer.
- E. Under no circumstances will PMC commence the Supplemental Services until:

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1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and
 2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.
- F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for administrative support, environmental permitting, technical reviews, project management services, independent cost and schedule estimate, contractor prequalification, development and management of project risk registers, or other unanticipated support tasks requested by the District.

VIII. ADDITIONAL TERMS AND CONDITIONS (UNCHANGED)

- A. The Consultant as Independent Contractor
1. The Consultant shall perform all Services as an independent contractor and not an agent or employee of District.
 2. The expertise and experience of the Consultant are material considerations for District's award and execution of this Agreement. The Consultant will not assign or transfer any interest in this Agreement nor the performance of any of the Consultant's obligations hereunder, without prior written consent of District, in the form of an Amendment executed by both Parties, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of moneys due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of the District.
- B. The Consultant's General Responsibilities
1. Standard of Care
 - a. The Consultant and its Subconsultants must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in the Consultant's area of specialty in the State of California.
 - b. The Consultant and its Subconsultants must perform services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements.

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2. Unless the requirements for the Scope of Services described in this Agreement are specifically modified in writing, the Consultant must provide its services and deliverables as required.
3. The Consultant shall provide staff designated in Revised Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant must be approved at the administrative staff level by the District Representative.
4. At the District's discretion, Consultant's full-time staff will be located at District Headquarters, to the extent possible, in order to perform the services described in Revised Appendix One.

C. Confidentiality

1. Due to the nature of the services the Consultant will provide under the Agreement, there may be disclosure to the Consultant of detailed information about the District's operations, including on a-need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.
2. Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately. In the event the Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of the Consultant's employees, its subcontractors, and its Subconsultants authorized by the District to have the information.
3. Consultant will notify the District's Project Manager immediately of any request by any third party to have access to the information and will not disclose the requested information without first receiving express written authorization from the District's Project Manager. The requirements of this section will survive completion, expiration, or termination of the Agreement.

D. Project Management

1. Bal Ganjoo, Senior Project Manager, District Dam Safety and Capital Delivery Unit, is the District's Project Manager. Hemang Desai, District Dam and Safety Capital Delivery Unit, is the District's Unit Manager.
2. The Program Manager for Consultant is as indicated in the Revised Attachment One to Revised Appendix One, Consultant's Key Staff and Subconsultants, and is also responsible for assisting the District in

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managing the schedule and the coordination of the phase consultants.

3. The District's Project Manager or his designee is the only person authorized to accept the Consultant's deliverables on behalf of the District.

E. Task Orders

1. Supplemental Services will be assigned to the Consultant through issuance of Task Orders. After Supplemental Services to be performed under this Agreement are identified and communicated to the Consultant by the District Project Manager, the Consultant will prepare a proposed Task Order. The proposed Task Order must identify the following:
 - a. Description of the services, including deliverables.
 - b. The total not-to-exceed amount for the Consultant to complete the services, including estimated number of hours per assigned staff to complete the services.
 - c. Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District Project Manager.
 - d. Estimated cost of each reimbursable expense, including any applicable fees.
 - e. Time schedule for completing the services.
 - f. Copies of applicable state, federal, and local permits required to complete the services, unless previously provided to the District Project Manager.
2. The Consultant agrees that the not-to-exceed amount specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by authorized representatives of both Parties.
3. The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer and notice to proceed has been issued by the District's Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No

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Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by the District for an individual Task Order will not exceed the amount agreed to in the Task Order.

4. Prevailing Wage Requirements: The Scope of Services may be considered by the District to be "Public Works" requiring the payment of prevailing wages. See the Revised Standard Consultant Agreement Section II Duties of Consultant; Revised Appendix One, Revised Attachment Three, Task Order Template; and Revised Appendix Two, Fees and Payments, Article IV. Terms and Conditions, paragraph L. Prevailing Wages.

F. Conflict of Interest

1. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement.
2. Consultant represents that Consultant's performance under the Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.
3. Consultant will not bring to the District or use in the performance of Consultant's duties under the Agreement any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials.
4. Consultant also represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not act as a Consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.
5. Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not submit a proposal: (i) for any contract to be awarded for construction management, or the construction of any project that is related to the services provided under the Agreement; or (ii) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; and (iii) for any single or sole source products/services related to the services under this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.

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G. Term & Termination

This paragraph G. Term and Termination, and the following paragraph paragraph H. Consultants Compensation Upon Termination or Suspension, of Article VIII. Additional Terms and Conditions, replaces the second paragraph stated in the Revised Standard Consultant Agreement portion of this Agreement, at Section VI. Changes in Work.

1. Term & Automatic Termination

This Agreement encompasses all services for which the Consultant is responsible to provide within the time limits and not-to-exceed amount set forth herein. The Consultant will not undertake to provide services where it reasonably appears that the services cannot be provided, and expenses cannot be incurred within said total compensation limit and the applicable not-to-exceed amount of any Task Order.

2. District's Rights

- a. Suspension: District may, by written notice to the Consultant, suspend any or all services pursuant to this Agreement or to any or all Task Order. District may subsequently terminate this Agreement for convenience or determine to proceed. If a decision to proceed is not made within ninety (90) days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice-To-Proceed or Task Order.
- b. Termination for Convenience: District may, by written notice to the Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, the Consultant shall immediately cease all work as specified in the notice. If this Agreement is so terminated, the Consultant shall be compensated as set forth in Section H., Consultant's Compensation Upon Termination of Suspension, referenced below.
- c. Termination for Breach: If The Consultant violates any of the covenants, agreements or stipulations of this Agreement or A Task Order, or if The Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, and does not cure such failure or violation within thirty (30) days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District will thereupon have the right to terminate this Agreement and any and all

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uncompleted Task Order by giving written notice to the Consultant of such termination.

Such notice will specify the effective date thereof, and the Consultant shall not be entitled to compensation for services or expenses beyond the specified termination date.

- d. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that the Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for District's convenience, and the Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
- e. The rights and remedies provided herein to District are in addition to any other rights and remedies provided by law, this Agreement, or any Task Order, or a Task Order.

H. Consultant's Compensation Upon Termination or Suspension

- 1. In the event of termination of this Agreement or any Task Order, or suspension of services by District, the Consultant shall receive compensation based on satisfactory performance, accepted by the District Project Manager, as follows:
 - a. For Direct Labor - Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination.
 - b. For Reimbursable Expenses - Consultant shall be entitled to receive compensation for all authorized Reimbursable Expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination.
 - c. In no event shall the total compensation paid for any item of service exceed the payment specified in the applicable Task Order for that item of service.

I. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District's request, Consultant employees, officers, agents, subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:

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1. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by the District, an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within 30 calendar days of the effective date of this Agreement; and
 - b. Within 30 calendar days of Consultant hiring, adding, or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services to this Agreement.
2. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, in a manner prescribed by the District, an amendment to their Form 700 any time there is a change to their disclosure information;
3. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, an Annual Statement, in a manner prescribed by the District, during the District's annual filing season, as determined by the District;
4. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, in a manner prescribed by the District, a Leaving Office Statement when one of the following occurs:
 - a. Upon termination of this Agreement; or
 - b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in the District's Conflict of Interest Code).
5. Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, subconsultants, and subcontractors are disqualified from providing services, on written notice from District's Project Manager, Consultant will have 15 calendar days to remove that

**AMENDMENT NO. 9 TO AGREEMENT A3555A
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employee(s), officer, agent(s), subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to the District; and

6. The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement, within the time prescribed by the District, is deemed a material breach and may result in termination of the Agreement for cause.

- J. District Quality and Environmental Management System (QEMS) Factsheet (see Revised Attachment Six to Revised Appendix One)

As an on-site provider of services that has the potential to result in significant environmental impacts, Consultant is required to review the QEMS Fact Sheet, incorporated herein by this reference hereto, with any of the employee(s), sub-contractor(s), and/or subconsultant(s) ("Staff") performing services on behalf of the District, and make Staff aware of the District's Quality and Environmental Policy and their role and responsibility in achieving conformity with the expectations.

- K. Release of Information Prohibited

Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized District personnel. Consultant will not release any information pertinent to the Project under design or construction for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from the District. Any media inquiry at any time to Consultant relating to any matter concerning Services provided or requested to be provided under this Agreement will be referred immediately to the District. Consultant will not communicate with the media regarding any such matter.

- L. Formation of Agreement

1. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of the District. The District Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by the District.
2. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:
 - a. Execution of the Agreement by Consultant;
 - b. Submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents;
 - c. Submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable;

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- d. Submission by the Consultant, and acceptance by the District, of evidence of the QEMS Awareness and Training certification (See Revised Attachment Six to Revised Appendix One);
- e. Submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements (“NDA”) documents as provided in Attachment Four to the Revised Appendix One, if applicable;
- f. Submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable;
- g. Any other requirements that are deemed necessary by the District, and
- h. Execution of the Agreement by the District.

M. Notices

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices will be deemed to have been given when made in writing and when delivered or mailed to the representatives of the District and the Consultant at their respective addresses as follows:

District:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Attention: Chris Hakes, Deputy Operating Officer
Dam Safety and Capital Division
Email: chakes@valleywater.org
Direct: (408) 630-3796

Consultant:

Black and Veatch
2999 Oak Rd, Suite 490
Walnut Creek, CA 94597
Attention: Dan Meyer, Senior Vice President
West Region Managing Director
Email: meyerdw@bv.com
Phone: (602) 381-4417

N. Good Neighbor

The District always strives to be a good neighbor to the community adjacent to its facility. The Consultant will ensure that disturbance to neighbors is minimized. The Consultant, its staff, and Subconsultants will always interact with the

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SCOPE OF SERVICES**

members of the public in a polite and professional manner.

O. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed, and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County. The State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

P. Nonwaiver of Rights

The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.

Q. No Third-Party Beneficiaries

Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

R. Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

S. Debt Limitation

This Agreement is contingent on the appropriation of sufficient funding by Valley Water for the services described in this Agreement. The District is subject to laws or policies which limit its ability to incur debt in future years. Nothing in this Agreement shall constitute an obligation of future legislative bodies of the District to appropriate funds for purposes of this Agreement.

T. Revised Appendix One, Scope of Services and Revised Attachments

The following listed Attachments referred to herein are incorporated in this Revised Appendix One - Scope of Services as though set forth in full:

Revised Attachment One - Consultant's Key Staff and Subconsultants
(REVISED)

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX ONE TO THE
REVISED STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES**

Revised Attachment Two - Dispute Resolution (UNCHANGED)
Revised Attachment Three - Task Order Template (UNCHANGED)
Revised Attachment Four - Non-Disclosure Agreement (UNCHANGED)
Attachment Five - Reference Materials (UNCHANGED)
Revised Attachment Six - QEMS Fact Sheet (UNCHANGED)

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT ONE TO
REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

1. Consultant's key staff assigned to this Project are as follows:

Team Member	Project Role	Contact Information
Craig Lichty	Principal in Charge	LichtyC@bv.com (415) 350-7806
Arne Nervik	Project Manager	NervikAD@bv.com (925)-949-5916
Patrick Allen	Deputy Project Manager	AllenPW@bv.com (913) 458-9215
Mark Thompson	Engineering Oversight Manager	ThompsonM2@bv.com (720) 834-4392
Jeff Bair	Constructability Reviews & Value Engineering	BairJM@bv.com (412) 269-5733
Ray Brainard	Construction Oversight Manager	BrainardRC@bv.com (913) 458-3079

2. If necessary and appropriate, Consultant will employ Subconsultants it deems appropriate to the complexity and nature of the required Services. All Subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain District's approval of all Subconsultants. Upon District's request, Consultant must provide copies of all Subconsultants contract agreements. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.

- A. The following sub-consultants are authorized to work on this Project:

Firm	Project Role
Schaaf & Wheeler	Engineering Support Permitting Contract Management
Avila and Associates	Project Controls
Creighton & Creighton, Inc.	Public Outreach and Stakeholder Involvement Oversight
Live Oak Associates, Inc.	Environmental Oversight
Parikh Consultants, Inc.	Geotechnical
M. Pauletto and Associates, LLC	Quarries & Heavy Construction
Strategic Value Solutions	Value Engineering
Terracon Consultants Inc.	Condition Assessments
Erskine Environmental Consulting	Environmental & NOA

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CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Firm	Project Role
Raymond B. Seed	Board of Consultants
GEI, specifically the services of Steve Verigin	Board of Consultants
Engineering Solutions, specifically the services of Dan Hertel	Board of Consultants
Tom MacDonald	Board of Consultants
Lettis Consultants, specifically the services of Bill Lettis	Board of Consultants
Gregg Korbin	Board of Consultants
Angelos Findikakis	Independent Technical Review for Stochastic Analysis Report

B. Contact information for the above listed Sub-Consultants is as follows:

Expertise: Engineering Support, Permit Acquisition Support, Contract Management			
Firm:	Schaaf & Wheeler	Contact:	Andrew Sterbenz
Address:	3 Quail Run Circle, Ste. 101, Salinas, CA 93907	Phone:	(831) 883-4848 x404
		Email:	asterbenz@swsv.com

Expertise: Project Controls			
Firm:	Avila & Associates	Contact:	Ernie Avila
Address:	712 Bancroft Road, Suite 333 Walnut Creek, CA 94598	Phone:	(925) 673-0549
		Email:	eavila@avilaassociates.com

Expertise: Environmental Oversight			
Firm:	Live Oak Associates, Inc.	Contact:	Rick Hopkins
Address:	6840 Via Del Oro Suite 220 San Jose, CA 95119	Phone:	(408) 224-8300
		Email:	rhopkins@loainc.com

Expertise: Public Outreach & Stakeholder Involvement			
Firm:	Creighton & Creighton	Contact:	Jim Creighton
Address:	P.O. Box 1030 Los Gatos, CA 95031	Phone:	(408) 354-80011 Mobile (408) 348-6555
		Email:	jim@publicparticipation.com

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CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Expertise: Geotechnical			
Firm:	Parikh Consultants, Inc.	Contact:	Gary Parikh
Address:	2360 Qume Drive, Suite A San Jose, CA 95131	Phone:	(408) 452-9000
		Email:	gparikh@parikhnet.com

Expertise: Quarries & Heavy Construction			
Firm:	M. Pauletto and Associates, LLC	Contact:	Mike Pauletto
Address:	11204 NW 37th Court Vancouver, WA 98685	Phone:	(360) 921-4172
		Email:	mike@mpauletto.com

Expertise: Value Engineering			
Firm:	Strategic Value Solutions	Contact:	Don Stafford
Address:	19201 E. Valley View Pkwy Suite H Independence, MO 64055	Phone:	(816) 795-0700
		Email:	don@svsinc.com

Expertise: Condition Assessments			
Firm:	Terracon Consultants Inc.	Contact:	Noah T. Smith
Address:	5075 Commercial Cir, Suite E Concord, CA 94520	Phone:	(925) 609-7224
		Email:	noah.smith@terracon.com

Expertise: Environmental / NOA			
Firm:	Erskine Environmental Consulting	Contact:	Bradley G Erskine
Address:	401 Marina Place Benicia, CA 94510	Phone:	(707) 738-4917
		Email:	Erskine.geo@gmail.com

Expertise: Board of Consultants (Dam Geotechnical)			
Firm:	Raymond B. Seed	Contact:	Prof. Ray Seed
Address:	2380 Watts Lane Bozeman, MT 59718	Phone:	(929) 899-6101
		Email:	rmseed6@aol.com

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT ONE TO
REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Expertise: Board of Consultants (Dam Engineering)			
Firm:	GEI	Contact:	Steve Verigin
Address:	180 Grand Avenue, Suite 1410 Oakland, CA 94612-3017	Phone:	(510) 350-2900
		Email:	sverigin@geoconsultants.com

Expertise: Board of Consultants (Construction)			
Firm:	Engineering Solutions	Contact:	Dan Hertel
Address:	P.O. Box 11983 Bozeman, MT 59719	Phone:	(406) 579-6261
		Email:	dhertel@q.com

Expertise: Board of Consultants (Hydrology & Hydraulics)			
Firm:	Thomas MacDonald	Contact:	Thomas MacDonald
Address:	788 Rosemount Road Oakland, CA 94610	Phone:	(510) 928-5978
		Email:	tcmacdonald43@gmail.com

Expertise: Board of Consultants (Geosciences)			
Firm:	Lettis Consultants International, Inc.	Contact:	Bill Lettis
Address:	1000 Burnett Avenue, Suite 350 Concord, CA 94520	Phone:	925-482-0360
		Email:	lettis@lettisci.com

Expertise: Board of Consultants (Tunnels)			
Firm:	Gregg Korbin	Contact:	Gregg Korbin
Address:	1167 Brown Ave. Lafayette, CA 94549	Phone:	925-284-9017
		Email:	gekorbin@earthlink.net

Expertise: Technical Reviewer (Stochastic Analysis of Interim Winter Reservoir Elevations Report)			
Firm:	Dr. Angelos Findikakis	Contact:	Dr. Angelos Findikakis
Address:	448 Traverso Avenue Los Altos, CA 94022	Phone:	(650) 815-5451
		E-mail:	findikakis@yahoo.com

3. Consultant Key Staff and Subconsultants

- A. Consultant's key staff and Subconsultants assigned to perform the Services are identified in this Revised Attachment One to Revised Appendix One, Scope of Services.

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT ONE TO
REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

- B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District for concurrence.
- C. Consultant may utilize subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.
 - 1. Consultant must obtain the District's approval of all subconsultants. Upon the District's request, Consultant must provide copies of all subconsultant agreements.
 - 2. Consultant must require its delegates or subconsultants to agree, in writing, to adhere to terms and conditions of this Agreement.
- D. Any delegation or use of Subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.
- E. If any of Consultant's designated key staff persons or Subconsultants fail to perform to the satisfaction of the District, on written notice from the District, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.
- F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.
- G. Consultant's Key Staff

The District Project Manager may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.

- H. Consultant's Subconsultants
 - 1. The District Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the scope of services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.
 - 2. The District's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same scope) or a new Subconsultant is added (to perform new scope), provided the firm complies with all insurance requirements established by the District for such work; such approval will be confirmed in writing.

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT ONE TO
REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

3. For Consultant's staff located at District Headquarters, the District will supply for the Consultant's use, office space, desks, chairs, filing cabinets, office supplies, telephones for District-related business use only, document reproduction equipment, and data processing equipment for Consultant's staff that are located with the Dam Safety and Capital Delivery Division, that is required to perform the services required by the terms of this Agreement. All property obtained by the District for the use of the Consultant, and all property obtained by the Consultant and reimbursed by the District to the Consultant, will become and remain the property of the District.

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT TWO TO
REVISED APPENDIX ONE
DISPUTE RESOLUTION**

1. CONSULTANT’S QUESTIONS AND CONCERNS

Questions regarding the terms, conditions and services relating to this Agreement will be decided by the District who will furnish the decisions to Consultant in writing within thirty (30) days after receiving a written request from Consultant.

2. DISPUTE RESOLUTION

- A. Alternate Dispute Resolution (ADR)
 - 1. District intends to use ADR techniques including partnering and mediation to resolve disputes relating to the Project.
- B. Consultant and its Subconsultants are expected to participate in all ADR efforts.
- C. The cost of partnering training facilities and facilitator will be borne by District.

3. NEGOTIATIONS BEFORE AND DURING MEDIATION

Negotiations to resolve disputes before and during mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by District and Consultant.

4. VOLUNTARY MEDIATION

- A. In the event a dispute or issue is not resolved by the Internal Review process stated in the Standard Consultant Agreement, Section VIII. Resolution of Disputes, District and Consultant agree to attempt to resolve the matter by mediation. The External Review paragraph of Section VIII. is hereby deleted.
- B. Said mediation is voluntary, non-binding, and intended to provide an opportunity for the Parties to evaluate each other’s cases and arrive at a mutually agreeable solution.
- C. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.

5. INITIATION OF MEDIATION

- A. Any Party to a dispute or claim may initiate mediation by notifying the other Party or Parties in writing.

6. REQUEST FOR MEDIATION

- A. A request for mediation must contain a brief written statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all Parties to the dispute or claim, and those who will represent them, if any, in the mediation.

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT TWO TO
REVISED APPENDIX ONE
DISPUTE RESOLUTION**

7. SELECTION OF MEDIATOR

- A. Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within fourteen (14) Days, the Parties will confer to select an appropriate mediator agreeable to all Parties.
- B. If the Parties cannot agree on a mediator, they hereby agree to accept a mediator appointed by a recognized association such as the American Arbitration Association.

8. QUALIFICATIONS OF A MEDIATOR

- A. Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.
- B. No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation.
- C. Before accepting an appointment, the prospective mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Parties will confer and decide whether to select another mediator.

9. VACANCIES

- A. If any mediator becomes unwilling or unable to serve, another mediator will be selected unless the parties agree otherwise.

10. REPRESENTATION

- A. Any Party may be represented by person(s) of their choice who must have full authority to negotiate.
- B. The names and addresses of such person(s) must be communicated in writing to both Parties and to the mediator.

11. TIME AND PLACE OF MEDIATION

- A. The mediator will set the time of each mediation session.
- B. The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.
- C. All reasonable efforts will be made by the Parties and the mediator to schedule the first session within sixty (60) Days after selection of the mediator.

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT TWO TO
REVISED APPENDIX ONE
DISPUTE RESOLUTION**

12. IDENTIFICATION OF MATTERS IN DISPUTE

- A. The Parties shall comply with the process as required by the mediator, with regard to providing the mediator with memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, or otherwise agreed by the Parties, the Parties may mutually exchange such memoranda.
- B. At the first session, the Parties will be expected to produce all information reasonably required for the mediator to understand the issue(s) presented. The Mediator may require each Party to supplement such information.

13. AUTHORITY OF MEDIATOR

- A. The mediator does not have authority to impose a settlement on the Parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute.
- B. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement.
- C. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the mediator or the Parties, as determined by the mediator.
- D. The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at Mediation would not contribute to a resolution of the dispute between the Parties.

14. PRIVACY

- A. Mediation sessions are private.
- B. The Parties and their representatives may attend mediation sessions.
- C. Other persons may attend only with the permission of the Parties and with the consent of the mediator.

15. CONFIDENTIALITY

Except as provided by California or federal law or regulation:

- A. The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT TWO TO
REVISED APPENDIX ONE
DISPUTE RESOLUTION**

- B. All records, reports, or other documents received by a mediator while serving as mediator, are confidential.
- C. The mediator must not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.
- D. The Parties must maintain the confidentiality of the mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
 - 1. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute.
 - 2. Statements made by the other Party in the course of the mediation proceedings.
 - 3. Proposals made or views expressed by the mediator.
 - 4. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

16. NO STENOGRAPHIC RECORD

- A. There shall be no stenographic record of the mediation.

17. TERMINATION OF MEDIATION

- A. The Mediation shall be terminated:
 - 1. By the execution of a Settlement Agreement by the Parties;
 - 2. By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or
 - 3. By a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

18. EXCLUSION OF LIABILITY

- A. No mediator shall be a necessary Party in judicial proceedings related to the mediation.

19. INTERPRETATION AND APPLICATION OF THESE MEDIATION PROVISIONS

- A. The mediator will interpret and apply these mediation provisions insofar as they relate to the mediator's duties and responsibilities.

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT TWO TO
REVISED APPENDIX ONE
DISPUTE RESOLUTION**

20. EXPENSES

- A. The expenses of witnesses for each Party must be paid by the Party producing the witnesses.
- B. All other expenses of the mediation, including required travel and other expenses of the mediator, and the expenses of any witness called by the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, will be apportioned as the mediator finds appropriate or as otherwise agreed to by the Parties.

21. COMPENSATION FOR PARTICIPATION IN MEDIATION

- A. Neither Consultant nor the District is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Consultant and District arising out of this Agreement.

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT THREE TO
REVISED APPENDIX ONE
TASK ORDER TEMPLATE**

Task Order No. _____

Title: _____

Agreement: Standard Consultant Agreement _____ (“Agreement”) Between the Santa Clara Valley Water District (“District”) and _____ (“Consultant”), dated _____.

District: _____

Consultant: _____

Dollar Amount of Task Order: Not-to-Exceed \$ _____

1. Upon full execution of this Task Order No. _____, as set forth in the Standard Consultant Agreement, Revised Appendix One Scope of Services, Article VIII. Additional Terms and Conditions, subsection E. Task Orders, and the issuance of a Notice to Proceed by the District Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the Notice to Proceed will be considered outside the contracted Scope of Services and will not be eligible for payment.
2. Both the Scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
 - a. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to the District;
 - b. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification;
 - c. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees; and
 - d. Project schedule for completing the Scope of Services.
3. The Consultant shall be compensated at fixed fees or at the hourly rates established in Revised Appendix Two, Fees and Payments, of the Agreement. The Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order becomes effective on the date of full execution by authorized representatives of the Parties and remains in effect until the earlier of: completion of the tasks set forth in Attachment A; or [expected completion date].

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT THREE TO
REVISED APPENDIX ONE
TASK ORDER TEMPLATE**

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to the District.
6. The Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.
7. Prevailing Wage Requirements [NOT USED]
 - A. The Scope of Services described in this Task Order is considered by the District to be "Public Works" requiring the payment of prevailing wages. See Revised Standard Consultant Agreement, Revised Appendix Two, Fees and Payments, Article IV. Terms and Conditions, paragraph L. Prevailing Wages.
 - B. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in the District's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

8. Signatures:

Signature:

NAME OF CONSULTANT FIRM
[PRINT NAME]
[PRINT TITLE]

DATE

Signature:

SANTA CLARA VALLEY WATER DISTRICT
[PRINT NAME]
[PRINT TITLE]

DATE

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT FIVE TO
REVISED APPENDIX ONE
REFERENCE MATERIALS**

Ref. 1 - Santa Clara Valley Water District, 2007, Anderson Dam Probable Maximum Flood Study, dated December, 2007, revised December 2010.

Ref. 2 - Santa Clara Valley Water District, 2010, Project Plan - Anderson Dam Seismic Retrofit Project, dated December, 2010.

Ref. 3 – Part 13 Safety Inspection Report, dated September, 2007

Ref. 4 - DSOD Certification of Approval, dated May, 1966

Ref. 5 – DSOD Certification of Approval, dated October, 1959

Ref. 6 – DSOD letter, Operating Restriction, dated June, 2011

Ref. 7 & 7a – FERC 5737 Exemption from License, dated August, 1984

Ref. 8 – FERC Letter, Fault Rupture Study, dated June, 2011

Ref. 9 – FERC Letter, Operating Restriction & Project Schedule, dated June, 2011

Ref. 9a – FERC letter, Board of Consultants, dated June, 2011

Ref. 10 – FERC Letter, PMF Study, dated August, 2010

Ref. 11 – FERC Letter, Seismic Stability, dated October 2010

Ref. 12 – FERC Letter, Seismic Stability Draft Report, dated June, 2011

Ref. 13 – FERC Letter, Sudden Failure Assessment, dated June, 2011

Ref. 14 & 14a - AMEC Geomatrix, 2011, Report SSE 1A – Seismic Stability Evaluation Report, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref 15 - AMEC Geomatrix, 2009, Technical Memorandum 2A – Field Investigation Plan for Anderson Dam, Revision 2, Seismic Stability Evaluation of DIP Phase 1 Dams, dated February 2009.

Ref 16 -AMEC Geomatrix, 2010, Technical Memorandum 3A – Design Ground Motions, Seismic Stability Evaluation of Anderson Dam, dated March, 2010.

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT FIVE TO
REVISED APPENDIX ONE
REFERENCE MATERIALS**

Ref. 17 - AMEC Geomatrix, 2008, Technical Memorandum 4 – Preliminary Stability Evaluation of Anderson Dam, Seismic Stability Evaluation of DIP Phase 1 Dams, dated December, 2008.

Ref. 18 - AMEC Geomatrix, 2009, Technical Memorandum 6 – Phase 1 Fault Rupture Hazard Evaluation, Seismic Stability Evaluation of Anderson Dam, dated September, 2009.

Ref. 19 - AMEC Geomatrix, 2011, Technical Memorandum 7 – Recommended Reservoir Restrictions, Seismic Stability Evaluation of Anderson Dam, dated June, 2011.

Ref. 20 - AMEC Geomatrix, 2011, Technical Memorandum 8A – Conceptual Remedial Design Alternatives for the Dam Embankment, Seismic Stability Evaluation of Anderson Dam, dated April 2011.

Ref. 21 - AMEC Geomatrix and URS, 2011, Technical Memorandum 8B – Conceptual Remedial Design Alternatives for Outlet Works, Seismic Stability Evaluation of Anderson Dam, dated May 2011.

Ref. 22 - AMEC Geomatrix, 2011, Technical Memorandum 10 – Phase 2 Fault Rupture Hazard Evaluation, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref. 23 - AMEC Geomatrix, 2011, Technical Memorandum 10A – Phase 2 Fault Rupture Hazard Evaluation - Addendum, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref. 24 - Technical Review Board, 2009, Letter Report No. 1, Seismic Stability evaluation of Anderson Dam, dated March, 2009.

Ref. 25 - Technical Review Board, 2009, Letter Report No. 2, Seismic Stability evaluation of Anderson Dam, dated November, 2009.

Ref. 26 - Technical Review Board, 2010, Letter Report No. 3, Seismic Stability evaluation of Anderson Dam, dated September, 2010.

Ref. 27 - Technical Review Board, 2011, Letter Report No. 4, Seismic Stability evaluation of Anderson Dam, dated January, 2011.

Ref. 28 - Technical Review Board, 2011, Letter Report No. 4A, Seismic Stability evaluation of Anderson Dam, dated May, 2011.

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

I. GENERAL (UNCHANGED)

Payment for all Services performed by Consultant, to the satisfaction of the District, as described in Appendix One and Revised Appendix One, Scope of Services, for this Agreement will be based on the Total Fixed Not-to-Exceed (NTE) Fees stated in this Revised Appendix Two for the completion of the associated tasks. The District will make payments to the Consultant according to the terms provided for in this Revised Appendix Two. Payments made by the District to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), and equipment including, reimbursable travel and per diem expenses incurred by the Consultant to complete the work.

II. TOTAL AUTHORIZED FUNDING (REVISED)

- A. Total payment for services performed, as described in Appendix One and Revised Appendix One, Scope of Services, will not exceed a total amount of **\$28,832,004**.
- B. Under no conditions will the total compensation to the Consultant exceed this amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors ("Board") or the Chief Executive Officer, or designee, as authorized by the Board. The Consultant guarantees that it will complete the contracted Scope of Services for the Total NTE amount stated herein.

III. COST BREAKDOWN (REVISED)

The NTE not-to-exceed total compensation of this Agreement consists of the following task fee breakdown. No services will be performed, or fees paid by the District to the Consultant for Supplemental Services without prior written authorization by the District as stated in Appendix One and Revised Appendix One of this Agreement.

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

**COST BREAKDOWN
ORIGINAL AGREEMENT THROUGH AMENDMENT NO. 2**

Previous Task Number and Description		Not-to-Exceed		
		Original Agreement (1/24/2012)	Amendment No. 2 (6/24/2014)	Total
Task 1 thru 12 - Anderson Dam Seismic Retrofit Project				
1	Project Management and Capital Project Delivery	\$433,100	\$674,196	\$1,107,296
2	Coordination and Communication	\$440,200	\$285,886	\$726,086
3	Administrative Work	\$704,400	\$201,218	\$905,618
4	Public Outreach	\$65,900	\$164,536	\$230,436
5	Stakeholder Engagement	\$42,300	\$498,064	\$540,364
6	Agreements, Contracts and Services	\$432,300	\$542,624	\$974,924
7	Implement Value Engineering/ Constructability Review	\$131,400	\$192,863	\$324,263
8	Quality Assurance and Quality Control	\$232,600	\$907,335	\$1,139,935
9	Board of Consultants	\$103,100	\$637,655	\$740,755
10	Interim Safety Measures	\$37,300	\$0	\$37,300
Type 1, 2, & 3 Other Direct Cost		\$138,000	\$189,000	\$327,000
Subtotal Tasks 1 through 10 Not-to-Exceed Amount		\$2,760,600	\$4,293,377	\$7,053,977
11	Supplemental Services	\$896,200	\$699,632	\$1,595,832
12	Provide Project Management Assistance to the Calero-Guadalupe Dams Seismic Retrofits Project Manager	\$0	\$369,033	\$369,033
Total Agreement Not-to-Exceed Amount		\$3,656,800	\$5,362,042	\$9,018,842

NOTES:

1. Refer to Revised Appendix Two, Fees and Payments, VIII. Terms and Conditions, paragraph #6. Other Direct Cost (ODC).
2. Amendments No. 1, No. 3, No. 4, No. 5, and No. 7 were no-cost amendments.

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

**COST BREAKDOWN
AMENDMENT NOS. 2 THROUGH 6**

Task Number and Description		Not-to-Exceed		
		Amendment No. 2 Total (6/24/2014)	Amendment No. 6 (2/28/2017)	Total
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project				
101	Project Management & Administration	\$3,713,924	\$1,929,710	\$5,680,934 ⁴
102	Technical Review & Quality Control	\$1,464,198	\$1,665,763	\$3,129,961
103	Regulatory, Permitting & Environmental Coordination	\$540,364	\$404,815	\$945,179
104	Public Outreach	\$230,436	\$110,634	\$341,070
105	Board of Consultants Coordination	\$740,755	\$360,726	\$1,101,481
106	Supplemental Services for ADSRP	\$1,595,832	\$459,309	\$2,055,141
Type 1, 2, & 3 Other Direct Cost		\$327,000	\$189,220	\$516,220
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		\$8,612,509	\$5,120,175	\$13,769,984
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project				
107	PMC Services for Calero Dam Seismic Retrofit Project	\$184,517	\$487,991	\$672,508
108	Supplemental Services for Calero Dam Seismic Retrofit Project	\$0	\$477,189	\$477,189
Type 1, 2, & 3 Other Direct Cost		\$0	\$9,920	\$9,920
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		\$184,517	\$975,100	\$1,159,617
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project				
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	\$184,517	\$471,131	\$655,648
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	\$0	\$434,487	\$434,487
Type 1, 2, & 3 Other Direct Costs		\$0	\$9,920	\$9,920
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		\$184,517	\$915,538	\$1,100,055
Tasks 111 thru 112 - Almaden Dam Improvements Project				
111	PMC Services for Almaden Dam Improvements Project	\$0	\$437,691	\$437,691
112	Supplemental Services for Almaden Dam Improvements Project	\$0	\$86,490	\$86,490
Type 1, 2, & 3 Other Direct Cost		\$0	\$4,800	\$4,800

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Version 3/17/2021

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Task Number and Description	Not-to-Exceed		
	Amendment No. 2 Total (6/24/2014)	Amendment No. 6 (2/28/2017)	Total
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount	\$0	\$528,981	\$528,981
Total Amendment Not-to-Exceed Amount	\$9,018,842	\$7,539,795	\$16,558,637

NOTES:

1. Amendment No. 1, No. 3, No. 4, No. 5, and No. 7 were no-cost amendments.
2. Amendment No. 2 NTE Amounts were redistributed using Amendment 6 Task structure as shown in Revised Appendix One, Section VII., Revised Task Descriptions.
3. Task 101 Total after Amendment No. 6 included \$37,300 transferred from Task 10 in the original Agreement.

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

**COST BREAKDOWN
AMENDMENT NO. 2 THROUGH 2019 REALLOCATION**

Task Number and Description		Not-to-Exceed			
		Amendment No. 2 (6/24/2014)	Amendment No. 6 (2/28/2017)	TOTAL ³	Reallocated ⁴ (12/20/2019)
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project					
101	Project Management & Administration	\$3,713,924	\$1,929,710	\$5,680,934	\$6,012,952
102	Technical Review & Quality Control	\$1,464,198	\$1,665,763	\$3,129,961	\$3,463,760
103	Regulatory, Permitting & Environmental Coordination	\$540,364	\$404,815	\$945,179	\$1,107,179
104	Public Outreach	\$230,436	\$110,634	\$341,070	\$296,070
105	Board of Consultants Coordination	\$740,755	\$360,726	\$1,101,481	\$1,196,617
106	Supplemental Services for ADSRP	\$1,595,832	\$459,309	\$2,055,141	\$1,694,496
Type 1, 2, & 3 Other Direct Cost		\$327,000	\$189,220	\$516,220	\$506,020
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		\$8,612,509	\$5,120,175	\$13,769,984	\$14,277,094
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project					
107	PMC Services for Calero Dam Seismic Retrofit Project	\$184,517	\$487,991	\$672,508	\$672,508
108	Supplemental Services for Calero Dam Seismic Retrofit Project	\$0	\$477,189	\$477,189	\$477,189
Type 1, 2, & 3 Other Direct Cost		\$0	\$9,920	\$9,920	\$9,920
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		\$184,517	\$975,100	\$1,159,617	\$1,159,617
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project					
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	\$184,517	\$471,131	\$655,648	\$655,648
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	\$0	\$434,487	\$434,487	\$434,487
Type 1, 2, & 3 Other Direct Cost		\$0	\$9,920	\$9,920	\$9,920
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		\$184,517	\$915,538	\$1,100,055	\$1,100,055

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Task Number and Description		Not-to-Exceed			
		Amendment No. 2 (6/24/2014)	Amendment No. 6 (2/28/2017)	TOTAL ³	Reallocated ⁴ (12/20/2019)
Tasks 111 thru 112 - Almaden Dam Improvements Project					
111	PMC Services for Almaden Dam Improvements Project	\$0	\$437,691	\$437,691	\$21,872
112	Supplemental Services for Almaden Dam Improvements Project	\$0	\$86,490	\$86,490	\$0
Type 1, 2, & 3 Other Direct Cost		\$0	\$4,800	\$4,800	\$0
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount		\$0	\$528,981	\$528,981	\$21,872
Total Amendment Not-to-Exceed Amount		\$9,018,842	\$7,539,795	\$16,558,637	\$16,558,637

NOTES:

1. Amendments No. 1, No. 3, No. 4, No. 5, and No. 7 were no-cost amendments.
2. Funding for Tasks 101 – 112 from Amendment No. 6 were reallocated and approved administratively as documented in a letter from the District to Consultant dated December 19, 2019, also documented in District's internal administrative approval form (FC1165). For Anderson, transfer of \$1,014,244 for Tasks 104 and 106; Almaden Tasks 111 and 112; and Anderson and Almaden ODC's accounts into Anderson Tasks 101, 102, 103, and 105.
3. The reallocation required a funds transfer authorization between the Almaden Dam Improvements Project and the Anderson Dam Seismic Retrofit Project which was completed on December 20, 2019.

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

AMENDMENT NO. 6 THROUGH NO. 8

Task Number and Description		Not-to-Exceed			
		Amendment No. 6 (2/28/17)	Reallocation (12/20/19)	Amendment No. 8	TOTAL
Task 101 thru 106 - Anderson Dam Seismic Retrofit Project					
101	Project Management & Administration	\$1,929,710	\$6,012,952	\$749,712	\$6,762,664
102	Quality Assurance & Quality Control (Retitled in Amendment 8)	\$1,665,763	\$3,463,760	\$353,966	\$3,817,726
103	Regulatory, Permitting & Environmental Coordination	\$404,815	\$1,107,179	\$159,947	\$1,267,126
104	Public Outreach	\$110,634	\$296,070	\$7,583	\$303,653
105	Board of Consultants Coordination	\$360,726	\$1,196,617	\$361,812	\$1,558,429
106	Supplemental Services for Anderson Dam Seismic Retrofit Project (Retitled in Amendment No. 8)	\$459,309	\$1,694,496	\$361,175	\$2,055,671
Type 1, 2, & 3 Other Direct Cost		\$187,220	\$506,020	\$106,230	\$612,250
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		\$5,120,175	\$14,277,094	\$2,100,425	\$16,377,519
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project					
107	PMC Services for Calero Dam Seismic Retrofit Project (PARTIALLY COMPLETED)	\$487,991	\$672,508	\$0	\$672,508
108	Supplemental Services for Calero Dam Seismic Retrofit Project	\$477,189	\$477,189	(\$119,659)	\$357,530
Type 1, 2, & 3 Other Direct Cost		\$9,920	\$9,920	(\$9,920)	\$0
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		\$975,100	\$1,159,617	(\$129,579)	\$1,030,038
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project					
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	\$471,131	\$655,648	\$116,476	\$772,124
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	\$434,487	\$434,487	\$13,103	\$447,590
Type 1, 2, & 3 Other Direct Cost		\$9,920	\$9,920	\$0	\$9,920
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		\$915,538	\$1,100,055	\$129,579	\$1,229,634

**AMENDMENT NO. 9 TO AGREEMENT A3555A
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FEES AND PAYMENTS**

Task Number and Description		Not-to-Exceed			
		Amendment No. 6 (2/28/17)	Reallocation (12/20/19)	Amendment No. 8	TOTAL
Task 111 thru 112 - Almaden Dam Improvements Project					
111	PMC Services for Almaden Dam Improvements Project (COMPLETED)	\$437,691	\$21,872	\$0	\$21,872
112	Supplemental Services for Almaden Dam Improvements Project	\$86,490	\$0	\$0	\$0
Type 1, 2, & 3 Other Direct Cost		\$4,800	\$0	\$0	\$0
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount		\$528,981	\$21,872	\$0	\$21,872
Total Amendment Not-to-Exceed Amount		\$7,539,795	\$16,558,637	\$2,100,425	\$18,659,062

NOTES:

1. Amendments No. 1, No. 3, No. 4, No. 5, and No. 7 were no-cost amendments.
2. Funding for Tasks 101 - 112 from Amendment No. 6 was reallocated and approved administratively as documented in a letter from the District to Consultant dated December 19, 2019, also documented in District's internal administrative approval form (FC1165). For Anderson, transfer of \$1,014,244 from Tasks 104 and 106; Almaden Tasks 111 and 112; and Anderson and Almaden ODC's accounts into Anderson Tasks 101, 102, 103, and 105.
3. Amendment No. 8 implemented a funds transfer from the Calero Dam Seismic Retrofit Project to the Anderson Dam Seismic Retrofit Project.

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
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**COST BREAKDOWN
AMENDMENT NO. 8 THROUGH NO. 9**

Task Number and Description		Not-to-Exceed			TOTAL
		Total through Amendment No. 8 (6/8/20)	Administrative Reallocations (multiple- 5/9/13 to 11/25/19))	Amendment No. 9	
Task 101 thru 106 - Anderson Dam Seismic Retrofit Project					
101	Project Management & Administration	\$6,762,664	\$996,279	\$3,795,005	\$11,553,948
102	Quality Assurance & Quality Control (Retitled in Amendment 8)	\$3,817,726	\$176	\$1,439,337	\$5,257,239
103	Regulatory, Permitting & Environmental Coordination	\$1,267,126	(\$41,628)	\$832,055	\$2,057,553
104	Public Outreach	\$303,653	(\$124,738)	\$137,795	\$316,710
105	Board of Consultants Coordination	\$1,558,429	(\$161,152)	\$983,457	\$2,380,734
106	Supplemental Services for Anderson Dam Seismic Retrofit Project (Retitled in Amendment No. 8)	\$2,055,671	(\$689,062)	\$1,857,386	\$3,223,995
Type 1, 2, & 3 Other Direct Cost		\$612,250	\$20,125	\$248,150	\$880,525
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		\$16,377,519	\$0	\$9,293,185	\$25,670,704
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project					
107	PMC Services for Calero Dam Seismic Retrofit Project (PARTIALLY COMPLETED)	\$672,508	\$249,477	\$0	\$921,984
108	Supplemental Services for Calero Dam Seismic Retrofit Project	\$357,530	(\$249,477)	\$119,276	\$227,329
Type 1, 2, & 3 Other Direct Cost		\$0	\$0	0	\$0
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		\$1,030,038	\$0	\$119,276	\$1,149,314
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project					
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	\$772,124	\$203,309	\$606,787	\$1,582,219
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	\$434,487	(\$203,309)	\$153,694	\$397,975
Type 1, 2, & 3 Other Direct Cost		\$9,920	\$0	\$0	\$9,920
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		\$1,229,634	\$0	\$760,481	\$1,990,115

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
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Task Number and Description	Not-to-Exceed				
	Total through Amendment No. 8 (6/8/20)	Administrative Reallocations (multiple- 5/9/13 to 11/25/19))	Amendment No. 9	TOTAL	
Task 111 thru 112 - Almaden Dam Improvements Project					
111	PMC Services for Almaden Dam Improvements Project (COMPLETED)	\$21,872	\$0	\$0	\$21,872
112	Supplemental Services for Almaden Dam Improvements Project	\$	\$0	\$0	\$0
Type 1, 2, & 3 Other Direct Cost		\$0	\$0	\$0	\$0
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount		\$21,872	\$0	\$0	\$21,872
Total Amendment Not-to-Exceed Amount		\$18,659,062	\$0	\$10,172,942	\$28,832,004

NOTES:

1. Administrative reallocations were as follows:

- a) Via a letter from the District to Consultant dated May 9, 2013 funds were moved as follows: \$480,000 was moved from Task 11 to: Task 1 - \$125,000, Task - 8 \$225,000, and Task 9 - \$130,000.
- b) Via a letter from the District to Consultant dated February 7, 2014 funds were moved as follows: \$50,000 was moved from Task 2, \$21,500 was moved from Task 6, \$110,000 was moved from Task 7, and \$25,000 was moved from Task 10 to: Task 1 - \$80,000, Task 3 - \$25,000, Task 8 - \$90,000, and Type 3 ODC Allowance \$11,500.
- c) Via Task Order 11.04.05 executed June 3, 2014 funds were moved as follows: \$208,625 was moved from Task 11 to: Task 1 - \$46,000, Task 2 - \$21,000, Task 3 - \$40,000, Task 6 - \$41,000, Task 8 - \$52,000, and Type 3 ODC Allowance \$8,625. It is noted that the Task Order text incorrectly sums these reallocations \$209,625.
- d) Via a letter from the District to Consultant dated July 15, 2014 funds were moved as follows: \$40 was moved from Task 4, \$11,628 was moved from Task 5, \$71,152 was moved from Task 9, \$305 was moved from Task 10, and \$437 was moved from Task 11 to: Task 1 - \$23,502, Task 2 - \$21,329, Task 6 - \$11,555, Task 7 - \$7,136, and Task 8 - \$20,040.
- e) Via a letter from the District to Consultant dated March 21, 2016 funds were moved as follows: \$124,698 was moved from Task 4, \$80,000 was moved from Task 5, \$80,000 was moved from Task 6, \$130,000 was moved from Task 7, and \$220,000 was moved from Task 9 to: Task 1 - \$254,698, Task 2 - \$160,000, Task 3 - \$210,000, Task 8 - \$6,000, and Task 10 - \$4,000
- f) Via a letter from the District to Consultant dated December 20, 2016 fund were moved as follows: \$30,000 was moved from Task 3 and \$160,000 was moved from Task 8 to: Task 1 - \$140,000 and Task 5 - \$50,000
- g) Via Task Order 108.03 executed July 23, 2019 funds were moved as follows: \$249,477 was moved from Task 108 to Task 107
- h) Via Task Order 110.02 executed November 25, 2019 funds were moved as follows: \$203,309 was moved from Task 110 to Task 109

IV. TERMS AND CONDITIONS (UNCHANGED)

- A. Payments for work completed, as described in Revised Appendix One and Revised Appendix One, Scope of Services, will be based on the following terms:
1. District will pay for services provided by the Consultant according to the rates for professional, technical, and administrative personnel as listed below in the Hour/Unit Rate Schedule.
 2. The stated hourly and unit rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (12) months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly and unit rates may be negotiated by the Consultant and the District, provided

**AMENDMENT NO. 9 TO AGREEMENT A3555A
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Consultant submits written notice to District of Consultant's request to revise the hourly and unit rates ninety (90) calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.5% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Dam Safety & Capital Division Deputy Operating Officer.

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
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FEES AND PAYMENTS**

**BASE UNIT/HOURLY RATE SCHEDULE (RETITLED)
AMENDMENT NO. 2 THROUGH 6**

Firm, Classification	Original Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate
CONSULTANT								
Black & Veatch:								
Project Director/PIC	\$270.30	N/A	\$283.82	N/A	\$295.57	N/A	\$298.23	N/A
Senior Practice Leader (Constructability Reviews & Value Engineer)	\$270.30	\$265.20	\$283.82	\$278.72	\$295.57	\$290.26	\$298.23	\$292.87
Program Manager	\$270.30	\$265.20	\$283.32	\$278.72	\$288.36	\$282.59	\$290.96	\$285.13
Practice Leader	\$244.80	N/A	\$257.04	N/A	\$267.68	N/A	\$270.09	N/A
Safety Manager	\$234.60	N/A	\$246.33	N/A	\$256.53	N/A	\$258.84	N/A
Senior Construction Manager (Construction Oversight Manager)	\$229.50	N/A	\$240.98	N/A	\$250.96	N/A	\$253.22	N/A
Deputy Program Manager	\$219.30	N/A	\$230.27	N/A	\$239.80	N/A	\$241.96	N/A
Sr. Project Supervising Engineer (Engineering Oversight Manager)	\$239.70	\$234.60	\$251.69	\$246.59	\$262.11	\$256.80	\$264.47	\$259.11
Construction Manager	\$198.90	N/A	\$208.85	N/A	\$217.50	N/A	\$219.45	N/A
Senior Engineer	-	-	\$208.85	\$203.75	\$217.50	\$212.19	\$219.45	\$214.09
Cost Estimator	\$198.30	N/A	\$203.49	N/A	\$211.91	N/A	\$213.82	N/A
Senior Project Engineer	\$183.60	\$178.50	\$192.78	\$187.68	\$200.76	\$195.45	\$202.57	\$197.21
Sr. Project Controls	\$178.50	N/A	\$187.43	N/A	\$195.19	N/A	\$196.95	N/A
Project Controls	\$153.00	N/A	\$160.65	N/A	\$167.30	N/A	\$168.81	N/A
Associate Engineer	\$147.90	N/A	\$155.30	N/A	\$161.73	N/A	\$163.18	N/A
GIS Practice Leader	\$147.90	N/A	\$155.30	N/A	\$161.73	N/A	\$163.18	N/A
Sr. Regional Administrator	\$127.50	N/A	\$133.88	N/A	\$139.42	N/A	\$140.68	N/A
CAD Technician	-	-	\$130.00	N/A	\$135.38	N/A	\$136.60	N/A
SUBCONSULTANTS (SBE)								
Schaaf & Wheeler:								
Principal	\$255.00	N/A	\$267.75	N/A	\$278.83	N/A	\$281.34	N/A

Amendment No. 9 to Agreement A3555A
Anderson Dam Seismic Retrofit Project
Project Management Services
Version 3/17/2021

CAS File No. 4400

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Firm, Classification	Original Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate
Project Manager	\$209.10	N/A	\$219.56	\$214.46	\$228.65	\$223.34	\$230.71	\$225.35
Senior Engineer	\$163.20	N/A	\$171.36	\$166.26	\$178.45	\$173.14	\$180.06	\$174.70
Associate Engineer	\$122.40	N/A	\$128.52	N/A	\$133.84	N/A	\$135.05	N/A
Junior Engineer/Technician	\$112.20	N/A	\$117.81	N/A	\$122.69	N/A	\$123.79	N/A
Senior Project Administrator	-	-	-	-	\$135.29	N/A	\$136.51	N/A
Project Administrator	-	-	\$117.81	N/A	\$122.69	N/A	\$123.79	N/A
Administrative Assistant	-	-	\$100.84	N/A	\$105.01	N/A	\$105.96	N/A
Avila & Associates:								
Project Controls Manager	\$205.79	N/A	\$216.08	\$210.98	\$225.03	\$219.71	\$227.05	\$221.69
Senior Engineer II	\$197.84	N/A	\$207.73	N/A	\$216.33	N/A	\$218.28	N/A
Senior Engineer I	\$178.35	N/A	\$187.27	N/A	\$195.02	N/A	\$196.78	N/A
Project Administration Specialist	\$96.04	N/A	\$100.84	N/A	\$105.01	N/A	\$105.96	N/A
Creighton & Creighton, Inc:								
Principal	\$190.65	N/A	\$200.18	N/A	\$208.47	N/A	\$210.34	N/A
Live Oak Associates, Inc:								
Principal	\$183.60	N/A	\$192.78	N/A	\$200.76	N/A	\$202.57	N/A
Senior Associate	\$132.60	N/A	\$139.23	N/A	\$144.99	N/A	\$146.30	N/A
Director of Ecol. Services (SJ)	\$153.00	N/A	\$160.65	N/A	\$167.30	N/A	\$168.81	N/A
Director of Ecol. Services	\$142.80	N/A	\$149.94	N/A	\$156.15	N/A	\$157.55	N/A
Project Manager	\$112.20	N/A	\$117.81	N/A	\$122.69	N/A	\$123.79	N/A
Director of Cartography	\$122.40	N/A	\$128.52	N/A	\$133.84	N/A	\$135.05	N/A
Assistant Project Manager	\$96.90	N/A	\$101.75	N/A	\$105.96	N/A	\$106.91	N/A
Support Staff	\$66.30	N/A	\$69.62	N/A	\$72.50	N/A	\$73.15	N/A
Parikh Consultants, Inc:								
Project Manager	\$222.77	N/A	\$233.91	N/A	\$243.59	N/A	\$245.79	N/A
Senior Project Engineer	\$160.67	N/A	\$168.70	N/A	\$175.68	N/A	\$177.27	N/A
Project Engineer	\$125.54	N/A	\$131.82	N/A	\$137.28	N/A	\$138.51	N/A

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Firm, Classification	Original Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate
Field Engineer	\$104.79	N/A	\$110.03	N/A	\$114.59	N/A	\$115.62	N/A
Staff Engineer	\$85.90	N/A	\$90.20	N/A	\$93.93	N/A	\$94.78	N/A
SPECIALTY SUBCONSULTANTS (Non-SBE)								
M Pauletto And Associates:								
Borrow & Spoil Sites	\$245.58	N/A	\$257.86	N/A	\$268.54	N/A	\$270.95	N/A
Cluff:								
Lloyd Cluff, BOC	\$229.50	N/A	\$240.98	N/A	\$250.96	N/A	\$253.22	N/A
Seed:								
Ray Seed, BOC	\$229.50	N/A	\$240.98	N/A	\$250.96	N/A	\$253.22	N/A
Cassidy:								
Jack Cassidy, BOC	\$229.50	N/A	\$240.98	N/A	\$250.96	N/A	\$253.22	N/A
GEI:								
Steve Verigin, BOC	\$229.50	N/A	\$240.98	N/A	\$250.96	N/A	\$253.22	N/A

NOTES:

1. Rates revised in Amendment No. 2, No. 4, and No. 6
2. Amendment No. 1, No. 3, No. 5, and No. 7 did not implement any changes in rates.
3. Refer to Revised Appendix Two, Fees and Payments, IV. Terms and Conditions, paragraph #6. Other Direct Cost (ODC).

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

**BASE HOURLY RATE SCHEDULE (UNCHANGED)
AMENDMENT NO. 8**

	Original Agreement January 24, 2012		Effective January 1, 2019		Effective January 1, 2020	
	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate
Firm, Classification						
CONSULTANT						
Black & Veatch:						
Project Director/PIC	\$270.30	\$270.30	\$313.33	N/A	\$320.85	N/A
Senior Practice Leader	\$270.30	\$265.20	\$313.33	\$307.70	\$320.85	\$315.08
Program Manager	\$270.30	\$265.20	\$305.69	\$299.57	\$313.02	\$306.76
Practice Leader	\$244.80	\$244.80	\$283.76	N/A	\$290.57	N/A
Safety Manager	\$234.60	\$234.60	\$271.94	N/A	\$278.47	N/A
Senior Construction Manager	\$229.50	\$229.50	\$266.03	N/A	\$272.42	N/A
Sr. Engineering Manager	--	--	\$254.21	N/A	\$260.31	N/A
Deputy Program Manager	\$219.30	\$219.30	\$254.21	N/A	\$260.31	N/A
Sr. Project Supervising Engineer	\$239.70	\$234.60	\$277.86	\$272.23	\$284.53	\$278.76
Construction Manager	\$198.90	\$198.90	\$230.56	N/A	\$236.10	N/A
Senior Engineer	\$198.90	\$198.90	\$230.56	\$224.93	\$236.10	\$230.33
Cost Estimator	\$193.80	\$193.80	\$224.65	N/A	\$230.04	N/A
Senior Project Engineer	\$183.60	\$178.50	\$212.82	\$207.19	\$217.93	\$212.17
Sr. Project Controls	\$178.50	\$178.50	\$206.92	N/A	\$211.88	N/A
Project Controls	\$153.00	\$153.00	\$177.35	N/A	\$181.61	N/A
Associate Engineer	\$147.90	\$147.90	\$171.45	N/A	\$175.56	N/A
GIS Practice Leader	\$147.90	\$147.90	\$171.45	N/A	\$175.56	N/A
Sr. Regional Administrator	\$127.50	\$127.50	\$147.80	N/A	\$151.35	N/A
CAD Technician	\$130.00	\$130.00	\$143.52	N/A	\$146.96	N/A
SUBCONSULTANTS (SBE)						
Schaaf & Wheeler:						
Principal	\$255.00	\$255.00	\$295.59	N/A	\$302.68	N/A
Project Manager	\$209.10	\$209.10	\$242.39	\$236.76	\$248.20	\$242.44
Senior Engineer	\$163.20	\$163.20	\$189.18	\$183.55	\$193.72	\$187.95
Associate Engineer	\$122.40	\$122.40	\$141.88	N/A	\$145.29	N/A
Junior Engineer/Technician	\$112.20	\$112.20	\$130.06	N/A	\$133.18	N/A
Senior Project Administrator	--	--	\$142.14	N/A	\$145.55	N/A
Project Administrator	\$112.20	\$112.20	\$130.06	N/A	\$133.18	N/A
Administrative Assistant	--	--	\$111.32	N/A	\$114.00	N/A
Avila & Associates:						
Project Controls Manager	\$205.79	\$205.79	\$238.55	\$232.92	\$244.27	\$238.51
Senior Engineer II	\$197.84	\$197.84	\$229.33	N/A	\$234.83	N/A
Senior Engineer I	\$178.35	\$178.35	\$206.74	N/A	\$211.70	N/A

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

	Original Agreement January 24, 2012		Effective January 1, 2019		Effective January 1, 2020	
	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate
Firm, Classification						
Project Administration Specialist	\$96.04	\$96.04	\$111.32	N/A	\$114.00	N/A
Creighton & Creighton, Inc:						
Principal	\$190.65	\$190.65	\$220.99	N/A	\$226.30	N/A
Live Oak Associates, Inc:						
Principal	\$183.60	\$183.60	\$212.82	N/A	\$217.93	N/A
Senior Associate	\$132.60	\$132.60	\$153.71	N/A	\$157.39	N/A
Director of Ecol. Services (SJ)	\$153.00	\$153.00	\$177.35	N/A	\$181.61	N/A
Director of Ecol. Services	\$142.80	\$142.80	\$165.53	N/A	\$169.50	N/A
Sr. Project Manager	--	--	\$143.50	N/A	\$146.94	N/A
Project Manager	\$112.20	\$112.20	\$130.06	N/A	\$133.18	N/A
Director of Cartography	\$122.40	\$122.40	\$141.88	N/A	\$145.29	N/A
Staff Ecologist	\$96.90	\$96.90	\$112.33	N/A	\$115.02	N/A
Assistant Project Manager	--	--	\$112.33	N/A	\$115.02	N/A
Support Staff	\$66.30	\$66.30	--	--	--	--
Parikh Consultants, Inc:						
Project Manager	\$222.77	\$222.77	\$258.23	N/A	\$264.43	N/A
Senior Project Engineer	\$160.67	\$160.67	\$186.24	N/A	\$190.71	N/A
Project Engineer	\$125.54	\$125.54	\$145.53	N/A	\$149.02	N/A
Field Engineer	\$104.79	\$104.79	\$121.47	N/A	\$124.38	N/A
Staff Engineer	\$85.90	\$85.90	\$99.58	N/A	\$101.97	N/A
SPECIALTY SUBCONSULTANTS (Non-SBE)						
M Pauletto And Associates:						
Principal	\$240.00	\$220.00	\$284.67	N/A	\$291.50	N/A
Associate	--	--	\$266.04	N/A	\$272.42	N/A
Strategic Value Solutions						
Team Leader	--	--	\$240.00	N/A	\$245.76	N/A
Technical Assistant	--	--	\$225.00	N/A	\$230.40	N/A
Cost Estimator	--	--	\$165.00	N/A	\$168.96	N/A
Administrative Assistant	--	--	\$70.00	N/A	\$71.68	N/A
Board Consultant /Technical Reviewer:						
Ray Seed	\$229.50	\$229.50	\$266.03	N/A	\$272.42	N/A
Steve Verigin (GEI)	\$229.50	\$229.50	\$266.03	N/A	\$272.42	N/A
Dan Hertel (Engineering Science)	--	--	\$266.03	N/A	\$272.42	N/A
Tom MacDonald	--	--	\$266.03	N/A	\$272.42	N/A
Bill Lettis	--	--	\$266.03	N/A	\$272.42	N/A
Angelos Findikakis (Tech Review)			\$266.03	N/A	\$272.42	N/A

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

**BASE HOURLY RATE SCHEDULE (REVISED)
AMENDMENT NO. 9**

Firm, Classification	Original Agreement January 24, 2012		Effective January 1, 2021	
	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate
CONSULTANT				
Black & Veatch:				
Project Director/PIC	\$270.30	\$270.30	\$328.87	N/A
Senior Practice Leader	\$270.30	\$265.20	\$328.87	\$322.96
Practice Leader	\$244.80	\$244.80	\$297.83	N/A
Safety Manager	\$234.60	\$234.60	\$285.43	N/A
Senior Construction Manager	\$229.50	\$229.50	\$279.23	N/A
Construction Manager	\$198.90	\$198.90	\$242.00	N/A
Cost Estimator	\$193.80	\$193.80	\$235.79	N/A
Sr. Project Controls	\$178.50	\$178.50	\$217.18	N/A
Project Controls	\$153.00	\$153.00	\$186.15	N/A
GIS Practice Leader	\$147.90	\$147.90	\$179.95	N/A
Sr. Regional Administrator	\$127.50	\$127.50	\$155.13	N/A
CAD Technician	\$130.00	\$130.00	\$150.63	N/A
Engineer 1	--	--	\$144.00	N/A
Engineer 2	--	--	\$179.95	N/A
Engineer 3	--	--	\$224.00	N/A
Engineer 4	--	--	\$266.82	N/A
SUBCONSULTANTS (SBE)				
Schaaf & Wheeler:				
Principal	\$255.00	\$255.00	\$310.25	N/A
Project Manager	\$209.10	\$209.10	\$254.41	\$236.76
Senior Engineer	\$163.20	\$163.20	\$198.56	\$183.55
Associate Engineer	\$122.40	\$122.40	\$148.92	N/A
Junior Engineer/Technician	\$112.20	\$112.20	\$136.51	N/A
Senior Project Administrator	--	--	\$149.19	N/A
Project Administrator	\$112.20	\$112.20	\$136.51	N/A
Administrative Assistant	--	--	\$116.85	N/A
Avila & Associates:				
Project Controls Manager	\$205.79	\$205.79	\$250.38	\$244.47
Senior Engineer II	\$197.84	\$197.84	\$240.70	N/A
Senior Engineer I	\$178.35	\$178.35	\$216.99	N/A
Project Administration Specialist	\$96.04	\$96.04	\$116.85	N/A
Creighton & Creighton, Inc:				
Principal	\$190.65	\$190.65	\$231.96	N/A

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Live Oak Associates, Inc:				
Principal	\$183.60	\$183.60	\$223.38	N/A
Senior Associate	\$132.60	\$132.60	\$161.32	N/A
Director of Ecol. Services (SJ)	\$153.00	\$153.00	\$186.15	N/A
Director of Ecol. Services	\$142.80	\$142.80	\$173.74	N/A
Sr. Project Manager	--	--	\$150.61	N/A
Project Manager	\$112.20	\$112.20	\$136.51	N/A
Director of Cartography	\$122.40	\$122.40	\$148.92	N/A
Staff Ecologist	\$96.90	\$96.90	\$117.90	N/A
Assistant Project Manager	--	--	\$117.90	N/A
Support Staff	\$66.30	\$66.30	--	--
Parikh Consultants, Inc:				
Project Manager	\$222.77	\$222.77	\$271.04	N/A
Senior Project Engineer	\$160.67	\$160.67	\$195.48	N/A
Project Engineer	\$125.54	\$125.54	\$152.75	N/A
Field Engineer	\$104.79	\$104.79	\$127.49	N/A
Staff Engineer	\$85.90	\$85.90	\$104.52	N/A
SPECIALTY SUBCONSULTANTS (Non-SBE)				
M Pauletto And Associates:				
Principal	\$240.00	\$220.00	\$298.79	N/A
Associate	--	--	\$279.23	N/A
Strategic Value Solutions				
Team Leader	--	--	\$251.90	N/A
Technical Assistant	--	--	\$236.16	N/A
Cost Estimator	--	--	\$173.18	N/A
Administrative Assistant	--	--	\$73.47	N/A
Board Consultant / Technical Reviewer:				
Ray Seed	\$229.50	\$229.50	\$272.42	N/A
Steve Verigin (GEI)	\$229.50	\$229.50	\$272.42	N/A
Dan Hertel (Engineering Science)	--	--	\$272.42	N/A
Tom MacDonald	--	--	\$272.42	N/A
Bill Lettis	--	--	\$272.42	N/A
Gregg Korbin	--	--	272.42	
Angelos Findikakis (Tech Review)			\$266.03	N/A

- B. Unused fees from an active task may be reallocated to another active task provided that the Total Agreement NTE Amount is not exceeded. The Parties will exercise some flexibility within the not-to-exceed cost limitation to identify changes, and, subject to District approval, provide for transferring of unspent funds between concurrent tasks. The transference of funds may occur only after written approval from the District Dam Safety and Capital Division Deputy Operating Officer.

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

- C. Upon the written approval of the District's Deputy Operating Officer referenced herein, the scope of services described in a task may be reduced or eliminated. If the scope of services is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- D. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to the District.
- E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order. Expenses incurred by the Consultant for subconsultants providing professional services and for subcontractor, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all lab services regardless of cost.
- F. Other Direct Costs (ODC)
 - 1. All other direct expenses not included in overhead including, the following types of costs that will be billed separately in accordance with the following:
 - 2. ODC - Type 1: This includes prime consultant direct costs including the use of outside services that are ancillary but an integral part of executing this Project. These include, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, website hosting services, Project-specific software licenses and user fees such as Contract Manager, will be billed at actual cost without any mark-up.
 - 3. ODC - Type 2:
 - a. This includes Subconsultants direct costs including the use of outside services that are ancillary to and an integral part of enabling Consultant's specialty Subconsultants and/or out of state specialists to travel to/from their home office to the District or Project site or to transmit documents to the Project office. This includes members of the Board of Consultants and the Quarry Expert, refer to Amendment No. 8, Revised Fees and Payments, Base Hourly Rate Schedule.
 - b. Pending District pre-approval of travel, the related costs (e.g. airfare, personal vehicle, or rental vehicle), lodging, meals, and/or other travel-related incidental costs (e.g. Bridge tolls) will be billed at actual cost without any mark-up.

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

- c. Travel and overnight accommodations, including per diem, for ODC - Type 2 air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of a rideshare or the rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual incurred costs. Per diem shall be limited to the per diem rates for San Jose, Sunnyvale, Palo Alto, and San Jose as published by the US General Services Administration for the current US fiscal year.
 - d. Vehicle rental is limited to a compact or economy model.
 - e. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.
4. ODC - Type 3:
- a. This includes incidental costs that are ancillary but are direct Project related costs that are small dollar amount (e.g., less than \$200) and cannot be estimated or planned for in detail.
 - b. This includes but is not limited to such items as: postage, FedEx/UPS, in-state travel to meet with FERC and/or DSOD, specialized computer usage such as GIS or CAD, and misc. meeting expenses.
 - c. These costs will be billed monthly based on a percent complete basis as approved by the District's Project Manager in accordance with the amount specified in Section III of this, Revised Appendix Two.
- G. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, District will reimburse Consultant and its Subconsultants for mileage incurred from District Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by District, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.
- H. Consultant's monthly invoices will be prepared in accordance with the terms of this Revised Appendix Two and the Revised Standard Consultant Agreement

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Section IV, Fees and Payments, and represent work performed and reimbursable costs incurred during the identified billing period and will be consistent with Appendix One and Revised Appendix One and include the following:

1. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.
 2. Direct charges by Scope of Service Task.
 3. Consultant's summary of the amount Consultant has been billed by their subconsultants and subcontractors and further detailed by Scope of Service Task.
 4. Direct charges must reflect actual fees versus the Agreement not-to-exceed fees in this Revised Appendix Two.
- I. Before submitting monthly invoices, the Monthly Progress Report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.
- J. Invoices will include a summary of labor expenditures, direct costs, and billed subconsultant charges. Billing statements, transmitted separately from the Monthly Progress Reports, will be organized such that the billing categories correspond with the Scope of Services tasks.
- K. District's Project Manager will review invoice within five (5) working days of receipt, address any questions with Consultant's Project Manager, and approve the undisputed amount of the invoice within ten (10) working days of receipt of the invoice. District will pay undisputed invoices within thirty (30) calendar days from date invoice is approved by District's Project Manager.
- L. Prevailing Wages
1. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code §1771, et. seq. and the applicable implementing regulations.
 2. Labor Code §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
 3. The Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1,

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.

4. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
5. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.
6. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement such as certified payroll records must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.
7. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

Prior to the District executing a Task Order for Services involving public works, as defined herein, the Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by the District, that Consultant and its Subconsultant(s) are in compliance with the California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements.

- M. Consultant's services will be performed by its staff members and subconsultants' staff members at the lowest hourly rates commensurate with the complexity of the required services.
- N. Consultant's attention is directed to Section IV of the Revised Standard Consultant Agreement regarding Fees and Payment and the corresponding retention clause.
- O. Small Business Enterprise (SBE) Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be 35 percent or more of the Total Not to Exceed Amount stated in this Revised Appendix Two and Consultant agrees to use its best efforts to meet this goal.

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

With each monthly progress report, Consultant shall provide level of Small Business Enterprise (SBE) participation.

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

1. This Agreement commences on the date specified in the introductory paragraph of the Revised Standard Consultant Agreement portion of this Agreement. The term of this Agreement expires **December 31, 2023**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
2. Consultant has commenced performance of tasks listed in Appendix One and will perform as stated in Revised Appendix One of this Amendment No. 9 as of its effective date.
3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with this Amendment No. 9 to the Agreement pursuant to the Project Schedule table as shown below that is based on the overall District Approved Project Plan schedule. Consultant will coordinate services with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings, and Deliverables.
4. The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of Tasks and Deliverables are subject to advance written approval by District. Consultant's attention is directed to Revised Standard Consultant Agreement, Section VII. Delays and Extensions.
5. Project Delays - The Consultant will make all reasonable efforts to comply with the Project Schedule as shown here in Revised Appendix Three. In the event the Project Schedule will be delayed, Consultant will notify the District as soon as possible; providing the reason why; the length of the delay; and a description of the actions being taken to address the delay. In the event the Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Project Schedule. This language will prevail should any conflict or discrepancy occur between this provision and the Revised Standard Consultant Agreement, Section VII. Delays and Extensions.
6. District's Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as written administrative modification to the Agreement and such approval will be confirmed in writing.

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION
PROJECT SCHEDULE (REVISED)**

Task	Description	Amendment No. 9 Effective Date
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project		Duration from Original Agreement (1/24/12)
101	Project Management & Administration	Duration of Agreement
102	Technical Review & Quality Control	11 years 11 months
103	Regulatory, Permitting & Environmental Coordination	11 years 11 months
104	Public Outreach	11 years 11 months
105	Board of Consultants Coordination	11 years 11 months
106	Supplemental Services for Anderson Dam Seismic Retrofit Project	Duration of Agreement
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project		Duration from Amendment No. 2 (6/24/14)
107	PMC Services for Calero Dam Seismic Retrofit Project	9 years 6 months
108	Supplemental Services for Calero Dam Seismic Retrofit Project	Duration of Agreement
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project		Duration from Amendment No. 2 (6/24/14)
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	9 years 6 months
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	Duration of Agreement
Tasks 109 thru 110 – Almaden Dam Improvements Project		Duration from Amendment No. 6 2/28/17)
111	PMC Services for Almaden Dam Improvements Project	6 years 10 months
112	Supplemental Services for Almaden Dam Improvements Project	Duration of Agreement

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. The District will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the check-list of documents needed at the end of this Revised Appendix Four Insurance Requirements.

Without limiting the Consultant's indemnification of, or liability to, the Santa Clara Valley Water District ("District"), the Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions as listed below.

Consultant must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Consultant's insurance agent(s) and/or broker(s), who have been instructed by Consultant to procure the insurance coverage required herein.

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Revised Appendix Four Insurance Requirements. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the Agreement is executed.** In the event of a claim or dispute, District has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Revised Appendix Four Insurance Requirements.

If your insurance broker has any questions about the above requirements, please advise him/her to call Mr. David Cahen, District Risk Manager at (408) 630-2213.

Certificates of Insurance

Consultant shall furnish the District with a Certificate of Insurance. The certificates will be issued on a standard ACORD Form.

Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated District Contract Administrator and email a copy to valleywater@ebix.com.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;
2. Include copies of all the actual policy endorsements required herein; and
3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A3555A / CAS No. 4400**

IMPORTANT: The agreement or CAS number must be included.

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

In the Description of Operations/Locations/Vehicles/Special Items Box:

1. Certificate Holder shall be named as Additional Insured;
2. District agreement or project number shall appear;
3. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and
4. Waiver of Subrogation must be indicated as endorsed to all policies.

If Consultant receives any notice that any of the insurance policies required by this Revised Appendix Four Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the designated District Contract Administrator that such insurance policy required by this Revised Appendix Four Insurance Requirements is canceled or coverage is reduced.

Maintenance of Insurance

If Consultant fails to maintain such insurance as is called for herein, District, at its option, may suspend payment for work performed and/or may order Consultant to suspend all Consultant's work at Consultant's expense until a new policy of insurance is in effect.

Renewal of Insurance

Consultant will provide the District with a current Certificate of Insurance and endorsements within thirty (30) business days from the expiration of insurance.

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: valleywater@ebix.com
2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A3555A / CAS No. 4400**

IMPORTANT: The agreement or CAS number must be included.

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**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

Consultant must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

Required Coverages

1. **Commercial General/Business Liability Insurance** with coverage as indicated:

\$2,000,000 per occurrence / **\$2,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Consultant must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest.
- e. Broad Form Property Damage liability.

2. **Business Auto Liability Insurance** with coverage as indicated:

\$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. **Professional/Errors and Omissions Liability** with coverage as indicated:

\$5,000,000 per claim/ **\$5,000,000** aggregate

Professional/Errors and Omission Liability appropriate to the Consultant's profession, and must include:

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability
- c. If coverage is claims-made:
 - i. Certificate of Insurance shall clearly state that the coverage is claims-made.
 - ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
 - iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

4. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

General Requirements

With respect to all coverages noted above, the following additional requirements apply:

1. **Additional Insured Endorsement(s):** Consultant must provide an additional insured endorsement for Commercial General/Business Liability (for both on-going and completed operations) and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by the District. **NOTE:** This section does not apply to the Workers' Compensation and Professional Liability policies.

(NOTE: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages (except for professional liability which is self insured) must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. None of Consultant's policies will have a deductible that exceeds \$500,000.

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

**AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

Auto Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	

Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	

Professional Liability:	A.	Limits (\$5,000,000)	
	B.	Cancellation Endorsement	

Appendix Four ConsultantGL2AL2PL5_rev. 7.20.20/CAS rev. 3.17.21

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