

**AMENDMENT NO. 3 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

This Amendment No. 3 (Amendment), retroactively effective on June 1, 2020 (Effective Date), amends the terms and conditions of the Standard Consultant Agreement A3675A (Agreement) dated August 27, 2013 as amended by Amendment No. 1 dated June 11, 2015, and Amendment No. 2 dated April 25, 2017 between SANTA CLARA VALLEY WATER DISTRICT (District) and GEI CONSULTANTS, INC., (Consultant), collectively the Parties.

WHEREAS, Consultant is currently providing professional planning and environmental services for the Calero and Guadalupe Dams Seismic Retrofits (Project); and

WHEREAS, the Agreement expired on May 31, 2020; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to allow Consultant to continue to provide additional planning and environmental consulting services for the Project and to make administrative changes to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary in the Agreement and Amendments No. 1 and Amendment No. 2, District and Consultant hereby agree to amend the Agreement as follows:

1. Revised Appendix One, Scope of Services, is amended to revise Article VI. Additional Terms and Conditions, as follows:

“VI. ADDITIONAL TERMS AND CONDITIONS (REVISED)

A. Consultant as Independent Contractor

1. Consultant will perform all Services as an independent contractor and not an agent or employee of District.
2. The expertise and experience of Consultant are material considerations for District's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of 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.

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**AMENDMENT NO. 3 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

B. Consultant's General Responsibilities

1. Standard of Care

- a. Consultant and its sub-consultants must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.
 - b. Consultant and its sub-consultants 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.
2. Unless the requirements for the Scope of Services described in this Agreement are specifically modified in writing, Consultant must provide its services and deliverables as required.
3. Consultant shall provide staff designated in Revised Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant are subject to approval at the administrative staff level by the District Representative.

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. The 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.

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**AMENDMENT NO. 3 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

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, termination, suspension, and expiration of the Agreement.

D. Project Management

1. The Project Manager for the District is Bal Ganjoo, Senior Project Manager.
2. The Project Manager for Consultant is as indicated in Revised Attachment One to Revised Appendix One, Consultant's Key Staff and Subconsultants, of this Appendix.
3. The District's Project Manager or his designee is the only person authorized to accept Consultant's deliverables on behalf of the District.

E. Task Orders

1. Supplementary Services will be assigned to the Consultant through issuance of Task Orders. After Supplementary Services to be performed under this Agreement are identified and communicated to 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 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.

**AMENDMENT NO. 3 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

2. 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 representatives of both Parties.
3. Consultant must not commence performance of services on a Task Order until it has been approved by the District's Water Utility Capital 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 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 Two, Fees and Payments, paragraph L. Prevailing Wages, and Attachment Three Task Order Template.

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.

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**AMENDMENT NO. 3 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

4. Consultant 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.

G. Term & Termination

This paragraph G. Term and Termination and the following paragraph H. Compensation Upon Termination or Suspension, of Article VI. 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 Consultant is responsible to provide within the time limits and not-to-exceed amount set forth herein. 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.
District's Rights

- a. **Suspension:** District may, by written notice to Consultant, suspend any or all services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order 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.

**AMENDMENT NO. 3 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

- b. Termination for Convenience: District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in section H., Consultant's Compensation Upon Termination of Suspension, referenced below.
- c. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, 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 or all uncompleted Task Orders by giving written notice to Consultant of such termination.

Such notice will specify the effective date thereof, and Consultant will 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 Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for District's convenience, and 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 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, Consultant shall receive compensation based on satisfactory performance, accepted by the District Project Manager, as follows:

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**AMENDMENT NO. 3 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

- 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 described below.
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.

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**AMENDMENT NO. 3 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

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 employee(s), officer, agent(s), subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to the District.
 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 Attachment Seven to Revised Appendix One)

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**AMENDMENT NO. 3 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

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;
 - d. Submission by the Consultant, and acceptance by the District, of evidence of the QEMS Awareness and Training certification (see Attachment Seven to Appendix One);
 - e. Submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements ("NDA") documents, if applicable;

**AMENDMENT NO. 3 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

- 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:

GEI Consultants, Inc.
180 Grand Avenue, Suite 1410
Oakland, CA 94612
Attention: William Rettberg, P.E., Senior Vice President
Email: wrettberg@geiconsultants.com
Direct (510) 350-2910
Fax: (510) 350-2901

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. Consultant, its staff, and Subconsultants will always interact with the 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

**AMENDMENT NO. 3 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in 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)
Revised Attachment Two - Dispute Resolution (UNCHANGED)
Revised Attachment Three - Task Order Template (REVISED)
Revised Attachment Four - Reference Materials (UNCHANGED)
Revised Attachment Five - District Procedures and Work Instructions (UNCHANGED)

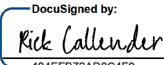
**AMENDMENT NO. 3 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

Attachment Six - DSOD Interim Hydrology Policy (UNCHANGED)
Revised Attachment Seven - QEMS Fact Sheet (UNCHANGED)

2. Revised Attachment One, Consultant's Key Staff and Subconsultants, is amended as set forth in the Revised Appendix 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 Attachment Three Task Order Template, is amended as set forth in the Revised Attachment Three, Task Order Template, to Revised Appendix One to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.
4. Revised Appendix Two, Fees and Payments, is amended as set forth in the attached Revised Appendix Two, Fees and Payments, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.
5. Revised Appendix Three, Schedule of Completion, is amended as set forth in the attached Revised Appendix Three, Schedule of Completion, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.
6. 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.
7. All other terms and conditions of Agreement A3675A, Amendment No.1 and Amendment No. 2 not otherwise amended herein, remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 3 TO AGREEMENT A3675A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
District

By: DocuSigned by:

Rick L. Callender, Esq.
Chief Executive Officer

Date: 9/3/2020

GEI CONSULTANTS INC.
Consultant

By: DocuSigned by:

William A. Rettberg, P.E.
Senior Vice President

Date: 8/6/2020

Firm Address:

180 Grand Avenue, Suite 1410
Oakland, CA 94612

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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

Team Member	Project Role	Contact Info
Bill Rettberg-Senior Consultant Grade 8	Project Manager	180 Grand Avenue, Suite 1410 Oakland, CA 94612 wrettberg@geiconsultants.com P: (510) 350-2910 C: (510) 910-2201
Mark Freitas-Senior Professional Grade 8	Deputy Project Manager, Engineering Planning, Geotechnical Engineering,	180 Grand Avenue, Suite 1410 Oakland, CA 94612 mfreitas@geiconsultants.com P: (510) 350-2906 C: (510) 410-4964
Len Sansone-Senior Professional Grade 7	Geotechnical Engineering, Borrow Studies	180 Grand Avenue, Suite 1410 Oakland, CA 94612 lsansone@geiconsultants.com P: (510) 350-2903 C: (510) 407-0513
Steve Verigin-Senior Consultant Grade 8	Principal-in-Charge	180 Grand Avenue, Suite 1410 Oakland, CA 94612 sverigin@geiconsultants.com P: (916) 631-4574 C: (916) 365-6124
Alberto Pujol-Senior Consultant Grade 8	QA/QC, Design Support and Design Review	180 Grand Avenue, Suite 1410 Oakland, CA 94612 apujol@geiconsultants.com P: (510) 350-2908 C: (510) 551-3959
Dan Wanket-Senior Professional Grade 7	Project Controls, Cost Estimating	180 Grand Avenue, Suite 1410 Oakland, CA 94612 dwanket@geiconsultants.com P: (510) 350-2916 C: (510) 913-7901
Matt Powers-Senior Professional Grade 7	Project Engineer	180 Grand Avenue, Suite 1410 Oakland, CA 94612 mpowers@geiconsultants.com P: (510) 350-2902 C: (805) 801-8583
Todd Crampton-Senior Professional Grade 7	Engineering Geology	180 Grand Avenue, Suite 1410 Oakland, CA 94612 tcrampton@geiconsultants.com P: (510) 350-2934 C: (510) 759-9470

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Team Member	Project Role	Contact Info
Dave Gutierrez-Senior Consultant Grade 8	Technical and Design Review, DSOD Liaison	180 Grand Avenue, Suite 1410 Oakland, CA 94612 dgutierrez@geiconsultants.com P: (916) 631-1799 C: (916) 799-4121
Mark Fortner-Senior Professional Grade 7	Hydraulics and Hydrology	180 Grand Avenue, Suite 1410 Oakland, CA 94612 mfortner@geiconsultants.com P: (916) 631-4534 C: (916) 505-4106

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 subconsultant 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 subconsultants are authorized to work on the Project:

Firm	Project Role	Contact Info
URS	Environmental, CEQA, Permitting, Dam Engineering Support	300 Lakeside Drive, Suite 400 Oakland, CA 94612, USA Contact: Bill Martin T: (510) 893-3600 P: (510) 874-3020 (direct) Bill.H.Martin@aec.com
Cal Engineering & Geology	Geotechnical Investigations, Geotechnical Engineering	1870 Olympic Boulevard, Suite 100 Walnut Creek, CA 94596 Contact: Phil Gregory, G.E. P: (925) 935-9771 pgregory@caleng.com
David Ford Consulting Engineers	Hydraulics and Hydrology	2015 J Street, Suite 200 Sacramento, CA 95811 Contact: David Ford P: (916) 447-8779 F: (916) 447-8780 ford@ford-consulting.com

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Firm	Project Role	Contact Info
H. T. Harvey & Associates	CEQA and Permitting Support, Biological Impacts, HCP Compliance	983 University Avenue Building D Los Gatos, CA 95032 Contact: Steve Rottenborn T: (408) 458-3246 F: (408) 458-3210 P: (408) 722-0931 (direct) srottenborn@harveyecology.com
JDH Corrosion Consultants, Inc.	Corrosion Engineering and Evaluations	100 Willow Pass Court Concord, CA 94520 Contact: J. Darby Howard, Jr. P: (925) 927-6630 ext.121 F: (925) 927-6634 dhoward@jdhcorrosion.com
Pacific Geotechnical Engineering	Geotechnical Investigations, Engineering Geology, Geotechnical Engineering	16055 Caputo Drive, Suite D Morgan Hill, CA 95037 Contact: Reid Fisher P (408) 778-2818 ext. 402 F: (408)779-6879 rfisher@pacific-geotechnical.com
PHA Transportation Consultants (Pang Ho & Associates)	Traffic and Transportation Impacts	2711 Stuart Street Berkeley, CA 94705 Contact: Pang Ho T: (510) 848-9233 P: (510) 848.9233 pang@pangho.com
TRA Environmental Sciences, Inc.	Environmental, CEQA and Permitting Support, Land Use and Planning, Air Quality/GHG, Noise, Population/Housing, Recreation, Visual, HCP Compliance	545 Middlefield Road, Suite 200, Menlo Park, CA 94025 Contact: Barbara Beard, Director of Environmental Analysis T: (650) 327-0429 P: (650) 464-5217 (direct) beard@traenviro.com
Underwater Resources	Underwater Investigations	Pier 26, The Embarcadero San Francisco, CA 94105 www.underwater-resources.com Contact: Tom Belcher P: (415) 974-5464 F: (415) 974-1749 tbelcher@underwater-resources.com

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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.
- 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. Consultants 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.

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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.

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**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX ONE
REVISED ATTACHMENT THREE
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 Revised Standard Consultant Agreement, Revised Appendix One Scope of Services, Article VI. Additional Terms and Conditions, paragraph 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 the Revised Standard Consultant Agreement, Revised Appendix Two, Fees and Payments. The Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX ONE
REVISED ATTACHMENT THREE
TASK ORDER TEMPLATE**

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].
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. 3 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

I. GENERAL (REVISED)

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 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 reimbursables, travel, and per diem expenses incurred by the Consultant to complete the work.

II. TOTAL AUTHORIZED FUNDING (REVISED)

Total payment for services performed, as described in Appendix One and Revised Appendix One - Scope of Services, will not exceed a total amount of **\$6,219,841** during the term of this Agreement. 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 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. 3 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

COST BREAKDOWN

Task	Description	Original Total Fixed NTE Fees	Amendment No. 1 NTE Fees	Amendment No. 2 NTE Fees	Amendment No. 3 NTE Fees	Revised Total Fixed NTE Fees
1	Project Management	\$559,722	-	\$420,921	-	\$980,643
2	Planning Study	\$1,642,112	-	-	-	\$1,642,112
3	Environmental Documentation and Permit Support	\$1,529,310	-	\$279,052	-	\$1,808,362
4	Develop On-site Borrow and Spoil Requirements	\$360,862	-	-	-	\$360,862
5	Design Support	\$120,339	-	\$16,038	-	\$136,377
6	Supplemental Services					
		\$691,485	-	\$600,000	-	\$1,291,485
Total Not-to-Exceed Amount		\$4,903,830	\$0	\$1,316,011	\$0	\$6,219,841

NOTES: Amendment No. 1 and this Amendment No. 3 are no-cost amendments.

IV. TERMS AND CONDITIONS (REVISED)

- 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:
- District will pay for services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as listed below in the Hourly/Unit Rate Schedule.
 - The stated hourly 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 rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant’ s request to revise the hourly 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 2.0%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District Deputy Operating Officer.

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

HOURLY RATE SCHEDULE (REVISED)

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Current Rates Effective October 1, 2018	Rates Effective upon Commencement of Amendment No. 3
PRIME – GEI INC				
Senior Consultant-Grade 8	\$239	\$243.78	\$248.66	\$253.63
Senior Professional-Grade 7	\$212	\$216.24	\$220.56	\$224.98
Senior Professional-Grade 6	\$179	\$182.58	\$186.23	\$189.96
Senior Professional-Grade 5	\$157	\$160.14	\$163.34	\$166.61
Project Professional-Grade 4	\$133	\$135.66	\$138.37	\$141.14
Project Professional-Grade 3	\$118	\$120.36	\$122.77	\$125.22
Staff Professional-Grade 2	\$108	\$110.16	\$112.36	\$114.61
Staff Professional-Grade 1	\$98	\$99.96	\$101.96	\$104.00
Senior CADD Drafter and Designer	\$118	\$120.36	\$122.77	\$125.22
CADD Drafter/Designer and Senior Technician	\$108	\$110.16	\$112.36	\$114.61
Technician, Word Processor, Administrative Staff	\$88	\$89.76	\$91.56	\$93.39
SUBCONSULTANT(S)				
URS Corporation				
Principal	\$232	\$236.67	\$241.40	\$246.23
Principal Engineer/Geologist/Scientist	\$200	\$204.00	\$208.08	\$212.24
Senior Project Engineer/Geologist/Scientist IV	\$170	\$173.40	\$176.87	\$180.41

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Current Rates Effective October 1, 2018	Rates Effective upon Commencement of Amendment No. 3
Senior Project Engineer/Geologist/Scientist III	\$160	\$163.20	\$166.46	\$169.79
Senior Project Engineer/Geologist/Scientist II	\$140	\$142.80	\$145.66	\$148.57
Senior Staff GIS/CADD	\$129	\$131.58	\$134.21	\$136.90
Senior Project Engineer/Geologist/Scientist I	\$125	\$127.50	\$130.05	\$132.65
Project Engineer/Geologist/Scientist	\$115	\$117.30	\$119.65	\$122.04
Senior Engineer/Geologist/Scientist II	\$110	\$112.20	\$114.44	\$116.73
Senior Engineer/Geologist/Scientist I	\$100	\$102.00	\$104.04	\$106.12
Staff Engineer/Geologist/Scientist II	\$90	\$91.80	\$93.64	\$95.51
Staff GIS/CADD	\$85	\$86.70	\$88.43	\$90.20
Staff Engineer/Geologist/Scientist I	\$85	\$86.70	\$88.43	\$90.20
Administrative Professional	\$70	\$71.40	\$72.83	\$74.28

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Current Rates Effective October 1, 2018	Rates Effective upon Commencement of Amendment No. 3
Cal Engineering & Geology				
Principal Engineer or Geologist	\$198	\$201.96	\$206.00	\$210.12
Consulting Geotechnical Engineer	\$195	\$198.90	\$202.88	\$206.94
Associate Engineer		\$196.32	\$192.47	\$196.32
Senior Engineer or Geologist	\$140	\$142.80	\$145.66	\$148.57
Project Engineer or Geologist	\$110	\$112.20	\$114.44	\$116.73
Staff Engineer or Geologist	\$95	\$96.90	\$98.84	\$100.81
Field Technician (Prevailing Wage)	\$105	\$107.10	\$109.24	\$111.43
Project Assistant	\$70	\$71.40	\$72.83	\$74.28
David Ford Consulting Engineers				
Principal	\$265.78	\$271.10	\$276.52	\$282.05
Sr H&H Engineer	\$188.61	\$192.38	\$196.23	\$200.15
Mid-level H&H Engineer	\$131.60	\$134.23	\$136.92	\$139.65
Jr H&H Engineer	\$88.41	\$90.18	\$91.98	\$93.82
Project Coordinator	\$88.59	\$90.36	\$92.17	\$94.01
Admin/Clerical	\$66.87	\$68.21	\$69.57	\$70.96
Planner/technical writer	\$111.67	\$113.90	\$116.18	\$118.51
H.T. Harvey & Associates				
Principal	\$215	\$219.30	\$223.69	\$228.16

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Current Rates Effective October 1, 2018	Rates Effective upon Commencement of Amendment No. 3
Principal (Sr. Wetlands/Plant Ecologist)	\$215	\$219.30	\$223.69	\$228.16
Associate (Restoration Ecologist)	-	\$182.58	\$186.23	\$189.96
Sr. Ecologist 1 (Project Manager/Wildlife Ecologist)	\$147	\$149.94	\$152.94	\$156.00
Sr. Ecologist 1 (Herpetologist)	\$147	\$149.94	\$152.94	\$156.00
Ecologist 1 (Plant Ecologist)	\$116	\$118.32	\$120.69	\$123.10
GIS Specialist	\$105	\$107.10	\$109.24	\$111.43
Support	\$80	\$81.60	\$83.23	\$84.89
JDH Corrosion Consultants, Inc.				
Principal-Project Manager	\$191.40	\$195.23	\$199.13	\$203.12
Asst. Project Manager	\$175.45	\$178.96	\$182.54	\$186.19
Project Engineer	\$127.28	\$129.83	\$132.42	\$135.07
Sr. Corrosion Tech.	\$127.28	\$129.83	\$132.42	\$135.07
Project Engineer	\$143.55	\$146.42	\$149.35	\$152.34
Field Engineer	\$98.12	\$100.08	\$102.08	\$104.13
Field Technician	\$109.96	\$112.16	\$114.40	\$116.69
Field Technician	\$111.65	\$113.88	\$116.16	\$118.48
Drafting – AutoCAD	\$95.70	\$97.61	\$99.57	\$101.56
Pacific Geotechnical Engineering				
Supervising Engineer	\$177	\$180.54	-	-

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Current Rates Effective October 1, 2018	Rates Effective upon Commencement of Amendment No. 3
Senior Geologist	\$156	\$159.12	-	-
Project Geologist	\$131	\$133.62	-	-
Senior Engineer	\$156	\$159.12	-	-
Staff Geologist	\$91	\$92.82	-	-
Staff Geologist	\$91	\$92.82	-	-
Geologist	\$121	\$123.42	-	-
Drafting	\$76	\$77.52	-	-
PHA Transportation Consultants				
Principal	\$160	\$163.20	\$166.20	\$169.79
Senior Engineer	\$140	\$142.80	\$145.66	\$148.57
TRA Environmental Sciences, Inc.				
Senior Project Manager	\$160	\$163.20	\$166.46	\$169.79
Senior Biologist II	\$140	\$142.80	\$145.66	\$148.57
Senior Analyst II	\$140	\$142.80	\$145.66	\$148.57
Analyst III	\$110	\$112.20	\$114.44	\$116.73
Support Staff	\$75	\$76.50	\$78.03	\$79.59
Underwater Resources, Inc.				
Project Manager	\$135/hr.	\$137.70	\$140.45	\$143.26
Diving Supervisor	\$1,100/shift	\$1,122.00/Shift	\$1,144.44/Shift	\$1,167.33/Shift
Diving Supervisor OT	\$170/OT hr.	\$173.40/OT hr.	\$176.87/OT hr.	\$180.41/OT hr.
Diver	\$1,640/shift	\$1,672.80/shift	\$1,706.26/shift	\$1,740.39/shift

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Current Rates Effective October 1, 2018	Rates Effective upon Commencement of Amendment No. 3
Diver OT	\$265/hr.	\$270.30	\$275.71	\$281.22
Shop Labor	\$85/hr.	\$86.70	\$88.43	\$90.20

NOTES: Revised rates listed above were approved by District per letter dated October 3, 2018 to Consultant stating effective date of 10/3/18 and are formally incorporated in this Amendment No. 3.

- B. Upon the written approval of the District's Deputy Operating Officer stated herein, unused fees from a completed or cancelled task may be reallocated to an uncompleted task provided that the Agreement Total Not-to-Exceed Amount is not exceeded. Transferring fees from an uncompleted task to another task will not be permitted.
- 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. All other direct expenses not included in overhead including, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, will be billed monthly at cost linked to each Agreement Task, as approved by the District's Project Manager.
- G. Reimbursable Expenses
 - 1. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant and its subconsultants for mileage and travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its subconsultants for mileage

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

incurred from District Headquarters or Consultant's and subconsultants' firm addresses, whichever is closer to the destination, to Project site(s) community outreach meetings, partnering meetings, Dispute Review Board meetings, and meetings with regulatory agencies, if directed or authorized by the District.

2. Travel, including air travel, overnight accommodations, and per diem, required for performance of this Agreement will be paid at reasonable cost not-to-exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval for such travel has been obtained from the District Project Manager. For 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 taxi, rideshare or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.
- H. Consultant's monthly invoices will be prepared in accordance with the terms of this Revised Appendix Two and the Standard Consultant Agreement 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.

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

- K. District's Project Manager will review invoice within five (5) working days of receipt, address any questions with Consultant's Construction 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, 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.

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

- 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 Payments 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 30 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. With each monthly progress report, Consultant shall provide level of Small Business Enterprise (SBE) participation.

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**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

1. This Agreement commences on the date specified in the introductory paragraph of the Standard Consultant Agreement portion of this Agreement. The term of this Agreement expires **May 31, 2023**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
2. Consultant will commence Tasks listed in Appendix One and Revised Appendix One of this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.
3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with the Project Schedule table as shown below. 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 District's 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 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 portion of this Agreement, Section VII. Delays and Extensions.
6. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as a written administrative modification to the Agreement and such approval will be confirmed in writing.

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**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

PROJECT SCHEDULE

Task	Description	Duration from NTP
1	Project Management Services	Duration of the Agreement
1.1	Planning Phase Work Plan - Calero and Guadalupe Dams Combined	Duration of the Agreement
2.1.3	Problem Definition Report - Calero Dam	5 months from NTP (Completed)
2.1.3	Problem Definition Report - Guadalupe Dam	7 months from NTP (Completed)
2.2.5	Planning Study Report - Calero Dam	12 months from NTP (Completed)
2.2.5	Planning Study Report - Guadalupe Dam	14 months from NTP (Completed)
2.2.6	Transition Reports - Calero Dam	13 months from NTP (Completed)
2.2.6	Transition Reports - Guadalupe Dam	15 months from NTP (Completed)
3.4.4	Draft Environmental Impact Report - Calero Dam	Duration of the Agreement
3.4.4	Draft Environmental Impact Report - Guadalupe Dam	Duration of the Agreement
3.6	Final Environmental Impact Report - Calero Dam	Duration of the Agreement
3.6	Final Environmental Impact Report - Guadalupe Dam	Duration of the Agreement
3.7	Regulatory Permitting	Duration of the Agreement
4	Develop On-site Borrow and Spoil Requirements - Calero Dam	5 months from NTP (Completed)
4	Develop On-site Borrow and Spoil Requirements - Guadalupe Dam	7 months from NTP (Completed)
5	Design Support	Duration of the Agreement
6	Supplemental Services	Duration of the Agreement

**AMENDMENT NO. 3 TO AGREEMENT A3675A
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 IV 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 Appendix. 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 Appendix insurance document.

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/CAS No. A3675A / CAS No. 4479**

IMPORTANT: The agreement or CAS number must be included.

**AMENDMENT NO. 3 TO AGREEMENT A3675A
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 IV Insurance 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 Appendix IV Insurance 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/CAS No. A3675A / CAS No. 4479**

IMPORTANT: The agreement or CAS number must be included.

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

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

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.

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.

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

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 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. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
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.

**AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

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. 3 TO AGREEMENT A3675A
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 IV ConsultantGL2AL2PL5_rev. 5.11.20