



Santa Clara Valley Water District

CONFORMED COPY

CONTACT THE OFFICE OF THE CLERK OF THE BOARD TO
OBTAIN THE DOCUSIGN SIGNATURE CERTIFICATE OF COMPLETION

File No.: 24-0168

Agenda Date: 2/27/2024

Item No.: 6.1.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☒ No ☐
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Approve Amendment No. 2 to Agreement No. A4418A with COWI North America, Inc. for Construction Management Services for the Anderson Dam Tunnel Project, Project No. 91864006, CAS File No. 5135, Increasing the Fee by \$10,112,655, for a Total Revised Fee of \$39,162,472 and Extending the Term to April 30, 2026 (Morgan Hill, District 1).

RECOMMENDATION:

Approve Amendment No. 2 to Agreement No. A4418A, with COWI North America, Inc. for Construction Management Services for the Anderson Dam Tunnel Project, Project No. 91864006, increasing the fee by \$10,112,655, for a revised total fee of \$39,162,472 and extending the term to April 30, 2026.

SUMMARY:

Santa Clara Valley Water District (Valley Water) is undertaking the Anderson Dam Federal Energy Regulatory Commission Order Compliance Project (FOCP) in response to the February 20, 2020 order from the Federal Energy Regulatory Commission (FERC) to implement interim risk reduction measures at Anderson Dam. One of those risk reduction measures is the Anderson Dam Tunnel Project (ADTP).

Agreement A4418A (Agreement) with COWI North America, Inc. (Consultant) was awarded on January 5, 2021 by the Board to provide construction management services for the ADTP.

Amendment No. 2 to the Agreement will extend the term of the Agreement by two years, incorporate administrative updates, and add funding for a revised total fee of \$39,162,472.

Project Background

The Anderson Dam Seismic Retrofit Project (ADSRP) will correct dam seismic deficiencies and meet all current FERC and California Department of Water Resources, Division of Safety of Dams (DSOD) dam safety design standards.

The ADTP will construct a diversion system to augment the existing outlet, which will consist of a new diversion tunnel, an outlet structure, a micro-tunnel lake tap, and modifications to Coyote Creek just

downstream of the base of the dam. The ADTP also includes reservoir bank and rim stability improvements and existing intake structure modifications.

The diversion system, which will consist of a 23-ft diameter, approximately 1,450-ft long tunnel, will be able to pass releases from the reservoir at flow rates up to 2,000 cubic feet per second (CFS). The new outlet structure will be used to control flows through the tunnel, which will go through dissipation chambers and will be discharged into a rip-rap lined channel before entering the Coyote Creek. Modifications to Coyote Creek just downstream of the base of the dam will be made to accommodate the higher flows from the tunnel.

Relevant Prior Board Actions

On January 5, 2021, the Board approved Agreement A4418A with COWI North America, Inc. for construction management services for the ADTP for a total fee of \$20,465,000.

On April 27, 2021, the Board approved the construction contract award to Flatiron West Inc.

On December 13, 2022, the Board approved Amendment No. 1 to Agreement A4418A (Agreement) with COWI North America, Inc. (Consultant) to expand the scope of services; and add funding, for a revised total fee of \$29,049,817.

Consultant Agreement Scope of Services

Amendment No. 2 to the Agreement with COWI North America, Inc., will provide the Consultant with additional time and funds to continue providing the necessary construction management services for the ADTP by extending the term of the Agreement by two years, from April 30, 2024, to April 30, 2026, and increasing the fee by \$10,112,655 for a new total fee of \$39,162,472. The consultant agreement term is extended in two-year increments based on good performance.

The additional time is needed since the construction completion date for the construction phase has been extended by 301 days, from March 4, 2026, to December 30, 2026, including a two-year plant establishment construction work.

The additional funds will cover the provision of the necessary construction management services, including:

- Project management (coordination of regular inspections by FERC/DSOD, facilitating construction progress and technical meetings, preparation of weekly/monthly construction reports, etc.),
- Construction management (processing and tracking design changes, change orders, reviewing contractor's cost proposals, etc.),
- Conducting special construction inspection and providing coverage for 24-hour construction work schedule to comply with the quality control inspection program (QCIP) required by FERC and DSOD,
- Conducting perimeter air quality monitoring and daily/weekly testing to comply with the Bay Area Air Quality Management District's requirements and permit, and
- Monitoring for environmental compliance with biological permits issued by regulatory agencies (State Water Resource Control Board, California Department of Fish and Wildlife).

A summary of the tasks and fees for the recommended Amendment No. 2, including previous administrative fund reallocations, is presented in Table 1.

Staff's recommendation to approve Amendment No. 2 to the Agreement was presented at the Capital Improvement Program (CIP) board committee meeting on January 22, 2024.

Table 1. REVISED COST BREAKDOWN

Task	Description	Original Not-to-Exceed Fees	Fund Re-Allocation 9/10/2021	Fund Re-Allocation 4/1/2022	Amendment No. 1	Amendment No. 2	Revised NTE Fees Total
1	Project Management	\$4,410,000	-	-	-	\$2,070,000	\$6,480,000
2	Preconstruction Services	\$180,000	(\$98,409.19)	-	-	-	\$81,591
3	Construction Management	\$3,340,000	-	-	-	\$2,860,000	\$6,200,000
4	Quality Assurance Quality Control (QA/QC)	\$660,000	-	-	-	\$160,000	\$820,000
5	Safety Management	\$1,180,000	-	(\$800,000)	-	-	\$380,000
6	Training, Testing, Start Up, and Commissioning	\$150,000	-	-	-	-	\$150,000
7	Construction Inspections	\$7,090,000	-	-	-	\$1,500,000	\$8,590,000
8	Partnering, Claims and Disputes Management	\$240,000	-	-	-	\$180,000	\$420,000
9	Environmental Compliance Services	\$700,000	-	-	\$8,584,817	\$2,580,000	\$11,864,817
10	Acceptance Closeout	\$200,000	-	-	-	-	\$200,000
11	Supplemental Services	\$2,315,000	\$98,409.19	\$800,000	-	\$762,655	\$3,976,064
Total Not-to-Exceed Fees		\$20,465,000	-	-	\$8,584,817	\$10,112,655	\$39,162,472

ENVIRONMENTAL JUSTICE AND EQUITY IMPACT:

There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:

The Anderson Dam Tunnel Project, Project No. 91864006, is included in the Capital Improvement Program (CIP) Fiscal Years (FY) 2024-28 Five-Year Plan and in the FY 2023-24 Adopted Budget. The not-to-exceed (NTE) fee for Amendment No. 2 to Agreement A4418A is \$10,112,655, resulting in a total NTE fee of \$39,162,472. There are adequate funds in the Project's FY 2023-24 Adopted Budget to encumber the anticipated expenditures for the Consultant's services during this fiscal year. Funds to cover subsequent fiscal year Consultant construction management services will be included in the biennial budget process, or through budget adjustment(s). The Project is funded through the Water Utility Enterprise Fund (Fund 61), with 81.9% of the costs allocated to North County Zone W-2, and South County Zones as follows; 7.9% to Zone W-5 and 10.3% to Zone W-7.

Approval of this Amendment No. 2 to Agreement A4418A will increase the total Project cost reflected in the CIP's Adopted FY 2024-28 Five-Year Plan. The increase in the total Project cost will be incorporated into the CIP's Draft FY 2025-29 Five-Year Plan.

CEQA:

CEQA provides a statutory exemption for emergency projects, which include specific actions necessary to prevent or mitigate an emergency (Public Resources Code §21080(b)(4) and CEQA Guidelines §15269(c)). After analysis of the facts and applicable law, on June 23, 2020 following a public hearing, the Board determined that the FOCP, inclusive of the ADTP measure, qualifies for this emergency exemption. Valley Water filed a Notice of Exemption with the County of Santa Clara Clerk/Recorder on June 26, 2020.

ATTACHMENTS:

Attachment A: Gov. Code § 84308
Attachment 1: Amendment No. 2

UNCLASSIFIED MANAGER:

Emmanuel Aryee, 408-630-3074

Attachment A – Gov. Code § 84308

Receive Information on Upcoming Consultant Agreement Amendments for Capital Projects

List of Parties and Their Agents/Representatives Known to Staff

<u>Organization Name</u>	<u>Name</u>	<u>Role</u>	<u>Location</u>
COWI North America, Inc.	Thomas Dahlgren	President	88 Pine Street/Wall Street Plaza, 4 th Floor New York, NY 10005

List of Participants and Their Agents/Representatives Known to Staff

<u>Organization Name</u>	<u>Name</u>	<u>Role</u>	<u>Location</u>
Cal Engineering & Geology, Inc.	Dan Peluso	Principal	785 Ygnacio Valley Rd. Walnut Creek, CA 94596
Concentric Environmental, LLC	Kevin Graf	Principal	5245 Boyd Ave Oakland, CA 94618
Environmental Science Associates	Erich L. Fischer	Senior Vice President	575 Market Street, Suite 3700 San Francisco, CA 94105
GHD	Ted Whiton	General Manager - US West Region/	4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016
JCK Underground	Geoffrey Hughes	Principal	33 Centre Street Lexington, MA 02421-4245
PMA Consultants	Angel Ripepi	Managing Director - San Francisco	PO BOX 675234 Detroit, MI 48267
Schnabel Engineering West, Inc.	George Teetes	Senior Vice President	16000 Christensen Road, Suite 101 Seattle, WA 98188
Tanner Pacific, Inc.	John G. Mahoney	Principal	751 Laurel Street, Suite 609 San Carlos, CA 94070

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**AMENDMENT NO. 2 TO AGREEMENT A4418A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND COWI NORTH AMERICA, INC.**

This Amendment No. 2 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A4418A (Agreement) dated January 5, 2021, as amended by Amendment No. 1 dated December 13, 2022, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) and COWI NORTH AMERICA, INC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing professional construction management services for Valley Water's Anderson Dam Tunnel Project; and

WHEREAS, the Agreement currently expires on April 30, 2024; and

WHEREAS, the Parties desire to modify the scope of services; increase the Not-To-Exceed fee to provide funds for Consultant to perform construction management services, and to amend the Agreement to incorporate administrative changes.

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

1. Revised Standard Consultant Agreement, Section Two, Duties of Consultant, subsection 6. Valley Water Standardization Requirements, is amended to state as follows:

"6. Valley Water Standardization Requirements

- A. Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.
- B. Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water 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 drawings) and that the standards are retained during the conversion process used by Consultant."

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**AMENDMENT NO. 2 TO AGREEMENT A4418A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND COWI NORTH AMERICA, INC.**

2. Revised Standard Consultant Agreement, Section Four, Fees and Payments, subsection 1. Total Fixed Not-to-Exceed Fees, is amended to state as follows:

“1. Total Fixed Not-to-Exceed Fees

- A. Payment for all Services performed by Consultant to the satisfaction of Valley Water, as described in the Schedule(s) will be based on the hourly rates, subject to the Total Fixed Not-to-Exceed (NTE) Fees stated in the Schedule, Attachment One, Fees and Payments, for completion of the associated tasks. Valley Water will make payments to Consultant according to the terms provided for herein and in the Schedule, Attachment One, Fees and Payments. Payments made by Valley Water to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, and reimbursable expenses, incurred by the Consultant to perform the Services.
- B. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, remaining funds previously budgeted for tasks that are completed, reduced, or deleted, may be reallocated to tasks that have not yet been completed, provided the Agreement Total Not-to-Exceed Fee is not exceeded. Transferring funds from a task not yet completed to a different task is not permitted.
- C. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, the Scope of Services described in a task may be reduced, revised, or deleted. If the Scope of Services of a task is reduced or deleted, the portion of the funds attributed to that reduced or eliminated task may be reallocated to existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- D. Any reduction or deletion of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to Valley Water.
- 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.
- F. Automobile travel mileage expenses will be paid at the current Internal Revenue Services (IRS) rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm addresses, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.”

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**AMENDMENT NO. 2 TO AGREEMENT A4418A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND COWI NORTH AMERICA, INC.**

3. Revised Standard Consultant Agreement, Section Four, Fees and Payments, subsection 2. Consultant Invoices, is amended to state as follows:

“2. Consultant Invoices

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto, and include the following:
- 1) Employee classification and name itemized with all labor charges by Service task;
 - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
 - 3) A description of the site where Services were performed, if applicable;
 - 4) The name of Valley Water staff requesting Services;
 - 5) The dates when Services were performed;
 - 6) Other direct charges and expenses by Service task;
 - 7) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in the Schedule(s), Attachment One, Fees and Payments, and/or Task Orders; and
 - 8) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Before submitting monthly invoices, a draft invoice (in Adobe PDF format) will be provided in electronic format by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, Consultant will email the complete, signed, and dated electronic copy invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent final approval of the electronic copy invoice, but is intended to reduce potential for re-submittals of electronic copy invoice by Consultant.
- C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Schedule, Attachment Two, Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with the Schedule, Attachment One, Fees and Payments. The progress report shall document Services completed, the execution of the tasks described in this Services, and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services.

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AND COWI NORTH AMERICA, INC.**

- 1) The monthly progress report shall include:
 - a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
 - b. A look-ahead schedule listing deliverables and activities planned for the next two months;
 - c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
 - d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
 - e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
 - f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
 - g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;
 - h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
 - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall email all invoices to: APinvoices5750@valleywater.org

Valley Water mailing address for invoices, if needed:

Santa Clara Valley Water District
Attention: Accounts Payable

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AND COWI NORTH AMERICA, INC.**

P.O. Box 20670
San Jose, CA 95160-0670

- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice and corresponding attachments contain the following information:
- 1) Agreement number;
 - 2) Full legal name of Consultant/Firm;
 - 3) Payment remit-to address;
 - 4) Invoice number;
 - 5) Invoice date (the date invoice is emailed);
 - 6) Detailed description of Services provided, including the “distribution account(s)” for those Services;
 - 7) Number of hours spent by each person performing services and a brief description of the services performed by each person; and
 - 8) Beginning and end date for billing period that services were provided.
- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in the Schedule, Attachment One, Fees and Payments, which applies to the specific Scope of Services.
- H. Valley Water Project Manager will review Consultant’s written invoice within five Valley Water business days of receipt, address any questions with Consultant’s Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.
- I. Invoice Disputes
- 1) Valley Water may in good faith assert a bona fide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant pursuant to this Agreement is subject to a bona fide dispute between the Parties, within 30 calendar days of Consultant’s submission of an invoice in which a disputed amount is included, Valley Water will notify Consultant in writing of the specific items in dispute, and will describe Valley Water’s reason(s) for disputing each such item.
 - 2) Consultant and Valley Water Project Manager must act in good faith to resolve the dispute in a timely manner. If the dispute is not resolved by Consultant and Valley Water Project Manager within 30 calendar days of Consultant receiving Valley Water’s written notice of dispute, Consultant and Valley Water will attempt

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BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND COWI NORTH AMERICA, INC.**

to resolve the dispute pursuant to the Standard Consultant Agreement, Appendix Two, Dispute Resolution.

- J. Consultant's services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.
 - K. Consultant shall ensure that its personnel performing Services pursuant to this Agreement document their time doing so."
4. Revised Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 23. Schedules and Attachments, is amended to state as follows:
- "23. Schedules and Attachments. Schedule CM, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:
- Revised Attachment One - Fees and Payments (REVISED)
Revised Attachment Two - Schedule of Completion (REVISED)
Revised Attachment Three - Consultant's Key Staff and Subconsultants (REVISED)
Attachment Four - Reference Materials (UNCHANGED)."
5. Revised Schedule CM, Scope of Services, Section 1. Representatives, is amended to state as follows:

"1. Representatives

- A. Valley Water's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to Valley Water must be addressed to the Valley Water Project Manager (VWPM).

Alen Masic (Valley Water Project Manager)
Senior Engineer
Water Utility Capital Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2452
Email: amasic@valleywater.org

Emmanuel Aryee
Deputy Operating Officer
Water Utility Capital Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3074
Email: earyee@valleywater.org

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BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND COWI NORTH AMERICA, INC.**

- B. The Consultant's Project Manager is as listed below. All Valley Water questions pertaining to this Agreement shall be referred to the Consultant's Project Manager.

Jack Gerwick, P.E.
Sr. Project Manager
COWI North America, Inc.
Sr. Project Manager
555 12th Street, Suite 1700
Oakland, CA 94607

Phone: (650) 468-7583

Email: jckg@cowi.com

- C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 18. Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Thomas Dahlgren
President
COWI North America, Inc.
88 Pine Street/Wall Street Plaza, 4th Floor
New York, NY 10005

Phone: (929) 526-0306

Email: thda@cowi.com

6. Revised Schedule CM, Scope of Services, Section 4. Project Background, subtask K, is amended to state as follows:

"K. Project construction schedule is tentatively estimated as follows:

DESCRIPTION	APPROXIMATE DATES
Construction Notice to Proceed	May 2021
Mobilization	May 2021 to October 2021
Construct Diversion Portal	October 2021 to July 2022
Construct Diversion Outlet Foundation	June 2022 to October 2022
Construction of Tunnel	June 2022 to July 2024
Construction of Outlet Structure	October 2022 to November 2024
Construction of Coyote Creek Channel Improvements	August 2022 to August 2024
Construction of Reservoir Bank and Rim Stability Improvements	March 2024 to August 2024
Construction of Existing Intake Stabilization Improvements	September 2023 to August 2024
Restorations and Landscape Establishment Period	September 2024 to December 2026

**AMENDMENT NO. 2 TO AGREEMENT A4418A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND COWI NORTH AMERICA, INC.**

7. Revised Schedule CM, Scope of Services, Section 5. Safety Management, subtask 5.3, Consultant Safety Activities, is amended to state as follows:

“5.3 Consultant Safety Activities. Consultant will document all safety activities in safety oversight records and will, in accordance with Valley Water’s Construction Manual and Consultant’s CM best practices as applicable and appropriate:

- 5.3.1 Review, monitor and adhere to Contractor’s safety program and work activities for compliance with the Contract Documents and safety regulations such as Cal/OSHA.
- 5.3.2 Ensure and verify that Consultant’s own field employees are trained, and training is current with refresher training in accordance with the applicable Cal/OSHA regulations.
- 5.3.3 Ensure that Consultant’s employees be provided with safety instructions in accordance with Cal/OSHA’s General Safety Orders prior to exposure to hazards of the job site. This includes the Consultant’s own subconsultants and others providing services, who may frequently or occasionally visit the site to conduct business related to the construction.
- 5.3.4 At all times comply with all safety rules and regulations enacted or implemented by Valley Water and any local, state or federal agency that are applicable to Consultant’s Services.
- 5.3.5 Monitor, identify, and notify Contractor and Valley Water promptly, of any potential safety issues; comply with all applicable required safety provisions and requirements.”

8. Revised Schedule CM, Scope of Services, Section 5. Safety Management, Task 5, Deliverables, is amended to state as follows:

“Task 5 - Deliverables

- 1. Safety Management Plan (document and flowchart)
- 2. Review Contractor’s safety program, including compliance with Cal/OSHA and Valley Water safety program standards
- 3. Submittal comments on Contractor’s safety program
- 4. Consultant’s safety oversight records maintained on site”

9. Revised Schedule CM, Scope of Services, Section 6. Training, Testing, Start-Up, and Commissioning, 1st paragraph, is amended to state as follows:

“Task 6 - Training, Testing, Start-Up, and Commissioning

If requested by Valley Water, the Consultant will perform services relating to the training of Valley Water staff, start-up, and commissioning, and the following tasks described below.”

**AMENDMENT NO. 2 TO AGREEMENT A4418A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND COWI NORTH AMERICA, INC.**

10. Revised Schedule CM, Scope of Services, Section 6. Training, Testing, Start-Up, and Commissioning, Task 6, Assumptions, is amended to state as follows:

“Task 6 - Assumptions

1. All recommended and required training, including any video training, will be conducted at a field office, in a Valley Water office, or in the Consultant’s office as requested by Valley Water.
2. All of Consultant’s staff is required to have appropriate biological, environmental, safety training in accordance with federal, state, and local laws, regulations, and ordinances as required to complete the CM Consultant’s tasks and responsibilities identified in this Contract.
3. For budgeting purposes, it is assumed that the Reservoir Operations/Hydraulic Expert can fulfill the needed start-up and commissioning services for one-month full time and no separate allowances have been made.”

11. Revised Schedule CM, Scope of Services, Section 7. Attachments, is amended to state as follows:

“The following Schedule CM listed Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One - Fees and Payments (REVISED)

Revised Attachment Two - Schedule of Completion (REVISED)

Revised Attachment Three - Consultant’s Key Staff and Subconsultants (REVISED)

Attachment Four - Reference Materials (UNCHANGED).”

12. Revised Schedule CM, Revised Attachment One, Fees and Payments, is amended as set forth in the Revised Schedule CM, Revised Attachment One, Fees and Payments, attached hereto and incorporated herein by this reference.
13. Revised Schedule CM, Revised Attachment Two, Schedule of Completion, is amended as set forth in the Revised Schedule CM, Revised Attachment Two, Schedule of Completion, attached hereto and incorporated herein by this reference.
14. Revised Schedule CM, Revised Attachment Three, Consultants Key Staff and Subconsultants, is amended as set forth in the Revised Schedule CM, Revised Attachment, Consultants Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.
15. All other terms and conditions of the Agreement not otherwise amended as stated herein remain in full force and effect.


(SIGNATURES FOLLOW ON NEXT PAGE)

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**AMENDMENT NO. 2 TO AGREEMENT A4418A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND COWI NORTH AMERICA, INC.**

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 2 TO AGREEMENT A4418A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT

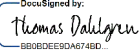
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Nai Hsueh
Chair, Board of Directors

Date: February 27, 2024

ATTEST:
DocuSigned by:

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Michele L. King, CMC
Clerk, Board of Directors

COWI NORTH AMERICA, INC.

Consultant
By: 
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Thomas Dahlgren
President

Date: 1/29/2024

Consultant's Address:
88 Pine Street/Wall Street Plaza, 4th Floor
New York, NY 10005

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**AMENDMENT NO. 2 TO AGREEMENT A4418A
REVISED SCHEDULE CM SCOPE OF SERVICES
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

1. Total Authorized Funding (REVISED)

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$39,162,472** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown (REVISED)

The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed, or fees paid by Valley Water to the Consultant for Supplemental Services without prior written authorization by Valley Water as stated in this Agreement.

REVISED COST BREAKDOWN (REVISED)

Task	Description	Original Not-to-Exceed Fees	Fund Re-Allocation 9/10/2021	Fund Re-Allocation 4/1/2022	Amendment No. 1	Amendment No. 2	Revised NTE Fees Total
1	Project Management	\$4,410,000	-	-	-	\$2,070,000	\$6,480,000
2	Preconstruction Services	\$180,000	(\$98,409.19)	-	-	-	\$81,591
3	Construction Management	\$3,340,000	-	-	-	\$2,860,000	\$6,200,000
4	Quality Assurance and Quality Control (QA/QC)	\$660,000	-	-	-	\$160,000	\$820,000
5	Safety Management	\$1,180,000	-	(\$800,000)	-	-	\$380,000
6	Training, Testing, Start-Up, and Commissioning	\$150,000	-	-	-	-	\$150,000
7	Construction Inspections	\$7,090,000	-	-	-	\$1,500,000	\$8,590,000
8	Partnering, Claims and Disputes Management	\$240,000	-	-	-	\$180,000	\$420,000
9	Environmental Compliance Services	\$700,000	-	-	\$8,584,817	\$2,580,000	\$11,864,817
10	Acceptance and Closeout	\$200,000	-	-	-	-	\$200,000
11	Supplemental Services	\$2,315,000	\$98,409.19	\$800,000	-	\$762,655	\$3,976,064
Total Not-to-Exceed Fees		\$20,465,000	-	-	\$8,584,817	\$10,112,655	\$39,162,472

NOTE: Fund reallocations were approved administratively as documented in letters from Valley Water to the Consultant dated September 10, 2021, and April 1, 2022, also documented in VW's internal administrative form (FC 1165) and have been incorporated into this Amendment No. 1.

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3. Terms and Conditions (UNCHANGED)

- A. Payments for Services performed, as described in this Schedule, which applies to the specific Services, will be based on the following terms.
- 1) Valley Water will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel, as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
 - 2) The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 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 Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 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 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 3%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.
- B. Reimbursable Expenses
- 1) All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by Valley Water Project Manager will be billed on a monthly basis at actual cost linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. No markup will be applied to reimbursable expenses, either by the Consultant or by its subconsultants, subcontractors, or vendors. Consultant shall provide invoices for all such services regardless of cost.
 - 2) Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager. All equipment purchased on behalf of Valley Water and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
 - 3) Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including 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 has been obtained from Valley Water Project Manager. For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation,

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or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager for a different type of vehicle.

- C. A markup of 5% will apply to the Consultant only to manage Subconsultants, subcontractors and vendors, including lab services.
- D. For staff with rates exceeding the rate of \$344.66/hr, the Consultant must obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project.

E. Prevailing Wage Requirements

- 1) The Scope of Services described in Tasks 3, 6, and 7 are considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages.
- 2) 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 Valley Water'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>.

F. Fees and Payments Attachments

- 1) Consultant has retained subconsultant, Apex Testing Laboratories, Inc., to perform certain services as described in this Agreement. The terms and conditions set forth in Schedule CM, Attachment One, Fees and Payments, Attachment A, apply solely to the contractual relationship between Consultant and Apex Testing Laboratories, Inc., and are not part of this Agreement between District and Consultant. Attachment A below is provided solely to document the Fee Schedule that applies to services performed by Apex Laboratories, Inc. pursuant to this Agreement.
- 2) The following listed Attachment A referred to herein is incorporated in this Attachment One, Fees and Payments, as though set forth in full:

Attachment A: Materials Testing and Inspection Schedule of Fees – Cost/Pricing Information.

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**HOURLY/UNIT RATE TABLE (REVISED)
ORIGINAL AGREEMENT – AMENDMENT NO. 1**

CLASSIFICATION	ORIGINAL HOURLY/ UNIT RATE (EFFECTIVE 1/5/2021)	HOURLY/ UNIT RATE (EFFECTIVE 9/1/2021)	HOURLY/ UNIT RATE (EFFECTIVE 11/15/2021)	HOURLY/ UNIT RATE (EFFECTIVE 12/1/2021)	HOURLY/ UNIT RATE (EFFECTIVE 1/5/22) ³	HOURLY/ UNIT RATE (EFFECTIVE 2/14/2022 ²)	HOURLY/ UNIT RATE (EFFECTIVE 3/1/2022 ² & 4/1/2022 ²)	HOURLY/ UNIT RATE (EFFECTIVE 8/1/2022 ² & 8/22/2022 ²)
Consultant: COWI North America								
Accountant/Admin Asst.	\$133.89	-	-	-	\$137.91	-	-	-
As-Built CAD Technician	\$154.48	-	-	-	\$159.11	-	-	-
Assistant Project Manager / Contract Administrator	-	\$175.00	-	-	\$180.25	-	-	-
Assistant Resident Engineer Underground	\$214.59	-	-	-	\$221.03	-	-	-
Cost Engineer	-	\$165.00	-	-	\$169.95	-	-	-
DCS System Administrator	-	\$145.00	-	-	\$149.35	-	-	-
Document Control Technician	-	\$120.00	-	-	\$123.60	-	-	-
Office Engineer	\$187.75	-	-	-	\$193.38	-	-	-
Project Controls Manager	\$236.01	-	-	-	\$243.09	-	-	-
Quality Assurance Manager	\$176.71	-	-	-	\$182.01	-	-	-
Reports Coordinator	\$74.38	-	-	-	\$76.61	-	-	-
Safety Manager	\$214.59	-	-	-	\$221.03	-	-	-
Sr. Project Manager	\$315.41	-	-	-	\$324.87	-	-	-
Subconsultant: Cal Engineering & Geology, Inc. (Now known as Haley & Aldrich effective April 1, 2023)								
Assistant Civil Inspector	-	-	-	-	-	\$169.45	-	-
Associate Engineer/Geologist	-	\$169.93	-	-	\$175.03	-	-	-
Civil Inspector	\$258.93	-	-	-	\$266.70	-	-	-
Computational Geoscientist	-	\$134.86	-	-	\$138.91	-	-	-
Project Engineer/Geologist	-	\$125.41	-	-	\$129.17	-	-	-

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CLASSIFICATION	ORIGINAL HOURLY/ UNIT RATE (EFFECTIVE 1/5/2021)	HOURLY/ UNIT RATE (EFFECTIVE 9/1/2021)	HOURLY/ UNIT RATE (EFFECTIVE 11/15/2021)	HOURLY/ UNIT RATE (EFFECTIVE 12/1/2021)	HOURLY/ UNIT RATE (EFFECTIVE 1/5/22) ³	HOURLY/ UNIT RATE (EFFECTIVE 2/1/2022 ² & 2/14/2022 ²)	HOURLY/ UNIT RATE (EFFECTIVE 3/1/2022 ² & 4/1/2022 ²)	HOURLY/ UNIT RATE (EFFECTIVE 8/1/2022 ² & 8/22/2022 ²)
Rim Stability Expert	\$236.12	-	-	-	\$243.20	-	-	-
Senior Engineer/Geologist	-	\$164.51	-	-	\$169.45	-	-	-
Staff Engineer/Geologist	-	\$108.00	-	-	\$111.24	-	-	-
Subconsultant: Concentric Environmental, LLC								
Air Quality Program Manager	-	-	\$157.90	-	-	-	-	-
Subconsultant: ESA Science Associates								
Air Quality Monitor	-	-	-	\$130.39	-	-	\$134.30	-
Environmental Compliance Coordinator	-	\$176.32	-	-	\$181.61	-	-	-
Environmental Monitor	-	\$109.09	-	-	\$112.36	-	-	-
Environmental Compliance Manager	\$232.91	-	-	-	\$239.90	-	-	-
Senior Water Quality Scientist	-	\$215.99	-	-	\$222.47	-	-	-
Water Quality Scientist	-	\$138.84	-	-	\$143.01	-	-	-
Subconsultant: GHD								
Contract Administration Support	-	\$141.50	-	-	\$145.75	-	-	-
Contract Administrator	\$175.54	-	-	-	\$180.81	-	-	-
Dam Construction Expert	\$275.77	-	-	-	\$284.04	-	-	-
Reservoir Operations/Hydraulics Expert	-	-	-	-	\$204.38	-	-	-
Tunnel / Geotech Expert	\$233.64	-	-	-	\$240.65	-	-	-
Subconsultant: JCK Underground								
Bid Documents/Constructability Evaluation	\$285.48	-	-	-	\$294.04	-	-	-
Chief Inspector 2	-	-	-	-	-	-	-	\$188.87
Cost Estimator 3	-	\$266.00	-	-	\$273.98	-	-	-

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CLASSIFICATION	ORIGINAL HOURLY/ UNIT RATE (EFFECTIVE 1/5/2021)	HOURLY/ UNIT RATE (EFFECTIVE 9/1/2021)	HOURLY/ UNIT RATE (EFFECTIVE 11/15/2021)	HOURLY/ UNIT RATE (EFFECTIVE 12/1/2021)	HOURLY/ UNIT RATE (EFFECTIVE 1/5/22) ³	HOURLY/ UNIT RATE (EFFECTIVE 2/1/2022 ² & 2/14/2022 ²)	HOURLY/ UNIT RATE (EFFECTIVE 3/1/2022 ² & 4/1/2022 ²)	HOURLY/ UNIT RATE (EFFECTIVE 8/1/2022 ² & 8/22/2022 ²)
Resident Engineer 2	-	-	-	-	-	-	-	\$304.29
Estimating / Takeoffs	-	\$145.00	-	-	\$149.35	-	-	-
Tunnel Construction Engineer	-	\$285.00	-	-	\$294.04	-	-	-
Subconsultant: PMA Consultants								
Scheduler	\$288.21	-	-	-	\$296.86	-	-	-
Subconsultant: Schnabel Engineering West, Inc.								
Cost Estimator 2	-	\$165.00	-	-	\$169.95	-	-	-
Field Engineer	-	\$100.12	-	-	\$103.12	-	-	-
Geotechnical Engineer	-	-	-	-	-	\$178.23	-	-
Program Management Expert	\$226.83	-	-	-	\$233.63	-	-	-
Project Engineer	-	-	-	-	-	-	\$168.00	-
Resident Engineer	\$218.02	-	-	-	\$224.56	-	-	-
Risk Manager	\$138.74	-	-	-	\$142.90	-	-	-
Senior Underground Inspector	-	-	-	-	-	-	\$180.00	-
Tunnel Inspector 1	\$129.93	-	-	-	\$133.83	-	-	-
Subconsultant: Tanner Pacific, Inc.								
Assistant Cost Estimator	-	\$165.00	-	-	\$133.83	-	-	-
Assistant Office Engineer	-	170.75	-	-	\$175.87	-	-	-
Associate Cost Estimator	-	\$195.00	-	-	\$200.85	-	-	-
Chief Inspector	\$226.05	-	-	-	\$232.83	-	-	-
Claims Analyst	-	\$195.75	-	-	\$201.62	-	-	-
Claims/Disputes Administration	\$286.33	-	-	-	\$294.92	-	-	-
Cost Estimator	\$278.22	-	-	-	\$286.57	-	-	-
Sr. Claims Analyst	-	\$260.50	-	-	\$268.32	-	-	-
Sr. Electrical Inspector	-	\$250.00	-	-	\$257.50	-	-	-
Sr. Mechanical Inspector	-	\$227.25	-	-	\$234.07	-	-	-
Sr Tunnel Inspector	\$259.87	-	-	-	\$267.67	-	-	-

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CLASSIFICATION	ORIGINAL HOURLY/ UNIT RATE (EFFECTIVE 1/5/2021)	HOURLY/ UNIT RATE (EFFECTIVE 9/1/2021)	HOURLY/ UNIT RATE (EFFECTIVE 11/15/2021)	HOURLY/ UNIT RATE (EFFECTIVE 12/1/2021)	HOURLY/ UNIT RATE (EFFECTIVE 1/5/22) ³	HOURLY/ UNIT RATE (EFFECTIVE 2/1/2022 ² & 2/14/2022 ²)	HOURLY/ UNIT RATE (EFFECTIVE 3/1/2022 ² & 4/1/2022 ²)	HOURLY/ UNIT RATE (EFFECTIVE 8/1/2022 ² & 8/22/2022 ²)
Tunnel Inspector 2	\$210.68	-	-	-	\$217.00	-	-	-
Tunnel Safety Manager	\$262.22	-	-	-	\$270.09	-	-	-
Subconsultant: Thier Group								
Public Relations Mgr.	\$199.43	-	-	-	\$205.41	-	-	-
Subconsultant: Apex Testing Laboratories, Inc.								
Materials Testing and Inspection Services	For Materials Testing and Inspections Fees, Refer to Attachment A to this Attachment One							

Notes:

- Classifications indicated as onsite shall be billed with the field overhead rate for services provided at the Project site during term of the Agreement.
- New classifications and rates were approved administratively as documents in letters from Valley Water to Consultant dated February 1, 2022, February 14, 2022, March 1, 2022, April 1, 2022, and August 22, 2022, also documented in District's internal administrative form (FC 1165) and have been incorporated in Amendment No. 1.
- Hourly rates for Consultant and Subconsultants were approved administratively as documented in letters from Valley Water to Consultant dated September 1, 2021, November 15, 2021, December 1, 2021, January 5, 2022, February 14, 2022, April 19, 2022, May 6, 2022, June 6, 2022, July 15, 2022, and July 20, 2022, also documented in District's internal administrative form (FC 1165) and have been incorporated in Amendment No. 1.

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HOURLY/UNIT RATE TABLE (REVISED)

AMENDMENT NO. 2

CLASSIFICATION	HOURLY/ UNIT RATE (EFFECTIVE 1/1/2023 ² & 1/5/2023) ²	HOURLY/ UNIT RATE (EFFECTIVE 2/1/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 3/1/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 4/1/2023 ¹ & 7/1/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 8/1/2023 ¹ & 8/14/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 12/1/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 1/5/2024) ²	HOURLY/ UNIT RATE (EFFECTIVE 5/1/2024) ¹
Consultant: COWI North America								
Accountant/Admin Asst.	\$142.04	-	-	-	-	-	\$146.30	-
As-Builts CAD Technician	\$163.89	-	-	-	-	-	\$168.81	-
Assistant Project Manager / Contract Administrator	\$185.66	-	-	-	-	-	\$191.23	-
Assistant Resident Engineer Underground	\$227.66	-	-	-	-	-	\$234.49	-
Cost Engineer	\$175.05	-	-	-	-	-	\$180.30	-
DCS System Administrator	\$153.83	-	-	-	-	-	\$158.44	-
Document Control Technician	\$127.31	-	-	-	-	-	\$131.13	-
Marine Inspector	-	-	-	-	\$265.00	-	\$272.95	-
Office Engineer	\$199.18	-	-	-	-	-	\$205.16	-
Project Controls Manager	\$250.38	-	-	-	-	-	\$257.89	-
Project Engineer	-	-	-	-	\$175.05	-	\$180.30	-
Quality Assurance Manager	\$187.47	-	-	-	-	-	\$193.09	-
Reports Coordinator	\$78.91	-	-	-	-	-	\$81.28	-
Safety Manager	\$227.66	-	-	-	-	-	\$234.49	-
Sr. Claim Analyst	-	-	-	-	\$238.99	-	\$246.16	-
Sr. Project Manager	\$334.62	-	-	-	-	-	\$344.66	-
Tunnel/Geotech Expert	-	\$250.00	-	-	-	-	\$257.50	-
Subconsultant: Cal Engineering & Geology, Inc. (Now known as Haley & Aldrich effective April 1, 2023)								
Assistant Civil Inspector	\$174.53	-	-	-	-	-	\$179.77	-
Associate Engineer/Geologist	\$180.28	-	-	-	-	-	\$185.69	-
Civil Inspector	\$274.70	-	-	-	-	-	\$282.94	-
Computational Geoscientist	\$143.07	-	-	-	-	-	\$147.36	-

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CLASSIFICATION	HOURLY/ UNIT RATE (EFFECTIVE 1/1/2023 ² & 1/5/2023) ²	HOURLY/ UNIT RATE (EFFECTIVE 2/1/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 3/1/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 4/1/2023 ¹ & 7/1/2023 ¹)	HOURLY/ UNIT RATE (EFFECTIVE 8/1/2023 ¹ & 8/14/2023 ¹)	HOURLY/ UNIT RATE (EFFECTIVE 12/1/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 1/5/2024) ²	HOURLY/ UNIT RATE (EFFECTIVE 5/1/2024) ¹
Project Engineer/Geologist	\$133.05	-	-	-	-	-	\$137.04	-
Rim Stability Expert	\$250.50	-	-	-	-	-	\$258.02	-
Senior Engineer/Geologist	\$174.53	-	-	-	-	-	\$179.77	-
Staff Engineer/Geologist	\$114.58	-	-	-	-	-	\$118.02	-
Subconsultant: Concentric Environmental, LLC								
Air Quality Program Manager	-	-	-	-	-	-	-	-
Air Quality Monitoring Senior Program Manager	\$250.00	-	-	-	-	-	\$257.50	-
Subconsultant: ESA Science Associates								
Air Quality Monitor	\$138.33	-	-	-	-	-	\$142.48	-
Environmental Compliance Coordinator	\$187.06	-	-	-	-	-	\$192.67	-
Environmental Monitor	\$115.73	-	-	-	-	-	\$119.20	-
Environmental Compliance Manager	\$247.09	-	-	-	-	-	\$254.50	-
Senior Water Quality Scientist	\$229.14	-	-	-	-	-	\$236.01	-
Water Quality Scientist	\$147.30	-	-	-	-	-	\$151.72	-
Subconsultant: GHD								
Contract Administration Support	\$150.12	-	-	-	-	-	\$154.62	-
Contract Administrator	\$186.23	-	-	-	-	-	\$191.82	-
Dam Construction Expert	\$292.56	-	-	-	-	-	\$301.34	-
Reservoir Operations/Hydraulics Expert	\$210.51	-	-	-	-	-	\$216.83	-
Tunnel / Geotech Expert	\$247.87	-	-	-	-	-	\$255.31	-
Subconsultant: JCK Underground								
Backup Tunnel Inspector 1	-	-	-	\$210.69	-	-	\$217.01	-

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CLASSIFICATION	HOURLY/ UNIT RATE (EFFECTIVE 1/1/2023 ² & 1/5/2023) ²	HOURLY/ UNIT RATE (EFFECTIVE 2/1/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 3/1/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 4/1/2023 ¹ & 7/1/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 8/1/2023 ¹ & 8/14/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 12/1/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 1/5/2024) ²	HOURLY/ UNIT RATE (EFFECTIVE 5/1/2024) ¹
Backup Tunnel Inspector 2	-	-	-	\$233.22	-	-	\$240.22	-
Backup Tunnel Inspector 3	-	-	-	-	-	\$277.79	\$286.12	-
Bid Documents/ Constructability Evaluation	\$302.87	-	-	-	-	-	\$311.96	-
Chief Inspector 2	\$194.54	-	-	-	-	-	\$200.38	-
Claims/Disputes Administration	-	-	\$303.77	-	-	-	\$312.88	-
Cost Estimator 3	\$282.20	-	-	-	-	-	\$290.67	-
Estimating / Takeoffs	-	-	-	-	-	-	\$158.44	-
Estimating / Takeoffs 2	-	-	\$157.64	-	-	-	\$162.37	-
Resident Engineer 2	\$153.83	-	-	-	-	-	\$322.82	-
Senior Estimator	-	-	\$307.48	-	-	-	\$316.70	-
Staff Estimator 1	-	-	\$176.33	-	-	-	\$181.62	-
Staff Estimator 2	-	-	\$164.24	-	-	-	\$169.17	-
Tunnel Construction Engineer	\$313.42	-	-	-	-	-	\$311.96	-
Subconsultant: PMA Consultants								
Scheduler	-	-	-	-	-	-	\$314.93	-
Subconsultant: Schnabel Engineering West, Inc.								
Cost Estimator	\$175.05	-	-	-	-	-	\$180.30	-
Field Engineer	\$106.22	-	-	-	-	-	\$109.41	-
Geotechnical Engineer	\$183.58	-	-	-	-	-	\$189.09	-
Program Management Expert ¹	\$240.64	-	-	-	-	-	\$247.86	-
Project Engineer	\$173.04	-	-	-	-	-	\$178.23	-
Resident Engineer	\$231.30	-	-	-	-	-	\$238.24	-
Risk Manager	\$147.19	-	-	-	-	-	\$151.61	-
Senior Underground Inspector	\$185.40	-	-	-	-	-	\$190.96	-
Tunnel Inspector 1	\$137.84	-	-	-	-	-	\$141.98	-
Underground Inspector	-	-	-	\$173.04	-	-	\$178.23	-

Amendment No. 2 to Agreement A4418Ab
Construction Management Services for the Anderson Dam Tunnel Project
Ver: 1/26/24

Agreement No. A4418A / CAS File No. 5135

**AMENDMENT NO. 2 TO AGREEMENT A4418A
REVISED SCHEDULE CM SCOPE OF SERVICES
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

CLASSIFICATION	HOURLY/ UNIT RATE (EFFECTIVE 1/1/2023 ² & 1/5/2023) ²	HOURLY/ UNIT RATE (EFFECTIVE 2/1/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 3/1/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 4/1/2023 ¹ & 7/1/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 8/1/2023 ¹ & 8/14/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 12/1/2023) ¹	HOURLY/ UNIT RATE (EFFECTIVE 1/5/2024) ²	HOURLY/ UNIT RATE (EFFECTIVE 5/1/2024) ¹
Subconsultant: Tanner Pacific, Inc.								
Assistant Cost Estimator	\$175.05	-	-	-	-	-	\$180.30	-
Assistant Office Engineer	\$181.15	-	-	-	-	-	\$186.58	-
Associate Cost Estimator	\$206.88	-	-	-	-	-	\$213.09	-
Chief Inspector (ST)	\$239.82	-	-	-	-	-	\$247.01	-
Chief Inspector (OT)	-	-	\$280.32	-	-	-	\$288.73	-
Chief Inspector (DT)	-	-	\$320.82	-	-	-	\$330.44	-
Chief Inspector 2	-	-	-	-	-	-	-	\$257.65
Claims Analyst	\$207.67	-	-	-	-	-	\$213.90	-
Claims/Disputes Administration	-	-	\$303.77	-	-	-	\$312.88	-
Cost Estimator	\$295.16	-	-	-	-	-	\$304.01	-
Sr. Claims Analyst	\$276.37	-	-	-	-	-	\$284.66	-
Sr. Electrical Inspector	\$265.23	-	-	-	-	-	\$273.19	-
Sr. Mechanical Inspector	\$241.09	-	-	-	-	-	\$248.32	-
Sr Tunnel Inspector (ST)	\$275.70	-	-	-	-	-	\$283.97	-
Sr Tunnel Inspector (OT)	-	-	\$319.98	-	-	-	\$329.58	-
Sr Tunnel Inspector (DT)	-	-	\$364.25	-	-	-	\$375.18	-
Sr Tunnel Inspector 2	-	-	-	-	-	-	-	\$302.63
Tunnel Inspector 2	\$223.51	-	-	-	-	-	\$230.22	-
Tunnel Safety Manager	\$278.19	-	-	-	-	-	\$286.54	-
Subconsultant: Thier Group								
Public Relations Mgr.	\$211.58	-	-	-	-	-	\$217.93	-
Subconsultant: Apex Testing Laboratories, Inc.								
Materials Testing and Inspection Services	For Materials Testing and Inspections Fees, Refer to Attachment A to this Attachment One							

Notes:

1. New classifications and rates were approved administratively as documents in letters from Valley Water to Consultant dated January 1, 2023, January 5, 2023, February 1, 2023, March 1, 2023, April 1, 2021, July 1, 2023, August 1, 2023, August 14, 2023, December 1, 2023, and December 20, 2023, also documented in District's internal administrative form (FC 1165) and have been incorporated in Amendment No. 2.
2. Hourly rates for Consultant and Subconsultants were approved administratively as documented in letters from Valley Water to Consultant dated December 28, 2023, also documented in District's internal administrative form (FC 1165) and have been incorporated in Amendment No. 2.

Amendment No. 2 to Agreement A4418Ab
Construction Management Services for the Anderson Dam Tunnel Project
Ver: 1/26/24

Agreement No. A4418A / CAS File No. 5135

**AMENDMENT NO. 2 TO AGREEMENT A4418A
REVISED SCHEDULE CM SCOPE OF SERVICES
REVISED ATTACHMENT A
MATERIALS TESTING AND INSPECTION FEES**

Subconsultant: Apex Testing Laboratories, Inc.						
Item Description	Unit of Measure (UOM)	Unit Price (effective 1/5/2021)	Unit Price (effective 8/1/2021)	Unit Price (effective 1/5/2022)	Unit Price (effective 1/5/2023)	Unit Price (effective 1/5/2024)
Construction Quality Control Inspection Program						
Project Specific QC Plan (Draft, Field, and Final)	Hr.	\$158.65	-	\$163.41	\$168.31	\$173.36
Field QC Manager / Lead Inspector	Hr.	\$143.14	-	\$147.43	\$151.85	\$156.41
Soils						
Field Compaction Test	Hr.	\$137.64	-	\$141.77	\$146.02	\$150.40
Nuclear Gauge Equipment Fee*	Hr.	\$10.00	-	\$10.30	\$10.61	\$10.93
Nuclear Gauge Travel Time	Hr.	\$137.64	-	\$141.77	\$146.02	\$150.40
Nuclear Gauge Mileage	Hr.	\$0.56	-	\$0.585	\$0.655	\$0.67
Site Soil Sampling	Hr.	\$137.64	-	\$141.77	\$146.02	\$150.40
Moisture-Density Curves (ASTM D-1557)	Ea.	\$355.00	-	\$365.65	\$376.62	\$387.92
Soil Quality Tests (Plasticity Index)	Ea.	\$270.00	-	\$278.10	\$286.44	\$295.03
Soil Quality Tests (Gradation)	Ea.	\$345.00	-	\$355.35	\$366.01	\$376.99
Soil Quality Tests (Sand Equivalent)	Ea.	\$185.00	-	\$190.55	\$196.27	\$202.16
Geotechnical Engineer	Hr.	\$190.00	-	\$195.70	\$201.57	\$207.62
Rock Correction of Moisture/Density Curves	Ea.	-	\$160.05	\$165.00	\$169.95	\$175.05
Atterberg Limits (Plasticity Index) ASTM D4318 (Dry Prep)	Ea.	-	\$269.76	\$278.10	\$286.44	\$295.03
Atterberg Limits (Plasticity Index) ASTM D4318 (Wet Prep)	Ea.	-	\$237.65	\$245.00	\$252.35	\$259.92
Cleaness Value 1" x #4 (or finer)	Ea.	-	\$184.30	\$190.00	\$195.70	\$201.57
Cleaness Value 1-1/2" x 3/4"	Ea.	-	\$383.15	\$395.00	\$406.85	\$419.06
Cleaness Value 2-1/2" x 1-1/2"	Ea.	-	\$630.50	\$650.00	\$669.50	\$689.59
Cleaness Value Pit Run	Ea.	-	\$252.20	\$260.00	\$267.80	\$275.83
Crushed Particles	Ea.	-	\$160.05	\$165.00	\$169.95	\$175.05
Durability Index (Coarse/Fine)	Ea.	-	\$242.50	\$250.00	\$257.50	\$265.23
Flat and Elongated Particles ASTM D4791	Ea.	-	\$169.75	\$175.00	\$180.25	\$185.66
Los Angeles (LA) Abrasion and Impact ASTM C131	Ea.	-	\$291.00	\$300.00	\$309.00	\$318.27
Sand Equivalent ASTM D2419/CTM 217	Ea.	-	\$184.83	\$190.55	\$196.27	\$202.16

**AMENDMENT NO. 2 TO AGREEMENT A4418A
REVISED SCHEDULE CM SCOPE OF SERVICES
REVISED ATTACHMENT A
MATERIALS TESTING AND INSPECTION FEES**

Subconsultant: Apex Testing Laboratories, Inc.					
Item Description	Unit of Measure (UOM)	Unit Price (effective 1/5/2021)	Unit Price (effective 8/1/2021)	Unit Price (effective 1/5/2022)	Unit Price (effective 1/5/2023)
Soundness of Aggregates ASTM C88/CTM 214	Ea.	-	\$160.05	\$165.00	\$169.95
Specific Gravity & Absorption (Coarse/Fine)	Ea.	-	\$169.75	\$175.00	\$180.25
Unit Weight (Bulk Density) and Voids in Aggregate ASTM C29	Ea.	-	\$169.75	\$175.00	\$180.25
Classification of Soils ASTM D2487	Ea.	-	\$63.05	\$65.00	\$66.95
Moisture Content ASTM D2216	Ea.	-	\$38.80	\$40.00	\$41.20
Particle Size Analysis ASTM C136/CTM 202	Ea.	-	\$334.65	\$345.00	\$355.35
Particle Size Analysis ASTM D422	Ea.	-	\$354.05	\$365.00	\$375.95
Resistance "R" Value ASTM D2844/CTM 301	Ea.	-	\$315.25	\$325.00	\$334.75
Asphaltic Concrete					
Batch Plant Inspection	Hr.	\$137.64	-	\$141.77	\$146.02
Asphaltic Concrete Placement	Hr.	\$137.64	-	\$141.77	\$146.02
Nuclear Gauge Equipment Fee*	Hr.	\$10.00	-	\$10.30	\$10.61
Bulk Specific Gravity (CTM 308/ASTM D2726)	Ea.	\$115.00	-	\$118.45	\$122.00
Lab Test Maximum Density (CTM 304)	Ea.	\$100.00	-	\$103.00	\$106.09
Rice Density (ASTM D2041)	Ea.	\$250.00	-	\$257.50	\$265.23
Asphalt Content (CTM 382/ASTM D6307)	Ea.	\$325.00	-	\$334.75	\$344.79
ASTM D5444 Gradation of extracted sample incl. #200 wash	Ea.	-	\$189.15	\$195.00	\$200.85
Reinforcing Steel					
Reinforcing Steel Inspection	Hr.	\$137.64	-	\$141.77	\$146.02
Review Mill Certificates	Hr.	\$137.64	-	\$141.77	\$146.02
Identify, Sample and Tag at Supplier's Shop	Hr.	\$137.64	-	\$141.77	\$146.02
Tensile/ Bend Tests (Sizes 3-8)	Ea.	\$150.00	-	\$154.50	\$159.14
Tensile/ Bend Tests (Sizes 9-11)	Ea.	\$190.00	-	\$195.70	\$201.57
Tensile/ Bend Tests (Size #14)	Ea.	\$280.00	-	\$288.40	\$297.05
Tensile/ Bend Tests (Size #18)	Ea.	\$280.00	-	\$288.40	\$297.05
Sample/Test Wire Mesh	Ea.	\$110.00	-	\$113.30	\$116.70
Concrete					
Concrete Mix Design Review	Hr.	\$158.65	-	\$163.41	\$168.31
					\$173.36

AMENDMENT NO. 2 TO AGREEMENT A4418A
REVISED SCHEDULE CM SCOPE OF SERVICES
REVISED ATTACHMENT A
MATERIALS TESTING AND INSPECTION FEES

Subconsultant: Apex Testing Laboratories, Inc.						
Item Description	Unit of Measure (UOM)	Unit Price (effective 1/5/2021)	Unit Price (effective 8/1/2021)	Unit Price (effective 1/5/2022)	Unit Price (effective 1/5/2023)	Unit Price (effective 1/5/2024)
Batch Plant Inspection	Hr.	\$137.64	-	\$141.77	\$146.02	\$150.40
Reinforcing Steel Inspection	Hr.	\$137.64	-	\$141.77	\$146.02	\$150.40
Concrete Inspection	Hr.	\$137.64	-	\$141.77	\$146.02	\$150.40
Concrete Sampling	Hr.	\$137.64	-	\$141.77	\$146.02	\$150.40
Concrete Sample Pick Up	Hr.	\$119.32	-	\$122.90	\$126.59	\$130.38
Concrete Cylinders Compression Test	Ea.	\$35.00	-	\$36.05	\$37.13	\$38.25
Concrete Cores Compression test	Ea.	-	\$58.20	\$60.00	\$61.80	\$63.65
Unit weight on concrete cylinder	Ea.	-	\$63.05	\$65.00	\$66.95	\$68.96
Lightweight insulating concrete compression test	Ea.	-	\$48.50	\$50.00	\$51.50	\$53.05
ASTM C157 Volume change of concrete, per set of 3	Ea.	-	\$451.05	\$465.00	\$478.95	\$493.32
Shotcrete						
Shotcrete Mix Design Review	Hr.	\$158.65	-	\$163.41	\$168.31	\$173.36
Batch Plant Inspection	Hr.	\$137.64	-	\$141.77	\$146.02	\$150.40
Continuous Placement inspection	Hr.	\$137.64	-	\$141.77	\$146.02	\$150.40
Coring Shotcrete Sample Panels (Lab Prep)	Ea.	\$95.00	-	\$97.85	\$100.79	\$103.81
Shotcrete Core Compression Tests	Ea.	\$60.00	-	\$61.80	\$63.65	\$65.56
Shotcrete Sample Pick up	Hr.	\$119.32	-	\$122.90	\$126.59	\$130.39
ASTM C42 (Cores) with Rebar (4"D-12"L)	Ea.	-	\$339.50	\$350.00	\$360.50	\$371.32
Flexural Strength of Shotcrete	Ea.	-	\$339.50	\$350.00	\$360.50	\$371.32
Shotcrete Core Compression Tests including lab coring	Ea.	-	\$92.15	\$95.00	\$97.85	\$100.79
Pre-Construction Test Panel						
Witness Fabrication	Hr.	\$137.64	-	\$141.77	\$146.02	\$150.40
Field Coring of Panels (12" Deep Core)	Ea.	\$185.00	-	\$190.55	\$196.27	\$202.15
Evaluation of Cores per ACI Grading Nozzlemen	Ea.	\$350.00	-	\$360.50	\$371.32	\$382.46
Core Compression Tests	Ea.	\$60.00	-	\$61.80	\$63.65	\$65.56
Grout						
Compression Tests, 2" cube specimen	Ea.	-	\$43.65	\$45.00	\$46.35	\$47.74

**AMENDMENT NO. 2 TO AGREEMENT A4418A
REVISED SCHEDULE CM SCOPE OF SERVICES
REVISED ATTACHMENT A
MATERIALS TESTING AND INSPECTION FEES**

Subconsultant: Apex Testing Laboratories, Inc.					
Item Description	Unit of Measure (UOM)	Unit Price (effective 1/5/2021)	Unit Price (effective 8/1/2021)	Unit Price (effective 1/5/2022)	Unit Price (effective 1/5/2023)
Grout Sample Pick Up	Ea.	-	\$119.21	\$122.90	\$126.59
Grout Sampling	Ea.	-	\$137.52	\$141.77	\$146.02
Structural Steel Welding					
Shop Welding Inspection -Days (VT-NDT)	Hr.	\$137.64	-	\$141.77	\$146.02
Shop Welding Inspection -Nights (VT-NDT)	Hr.	\$154.85	-	\$159.50	\$164.28
Field Welding/Erection Inspection (VT/NDT)	Hr.	\$137.64	-	\$141.77	\$146.02
High Strength Bolting (A325/A490)	Hr.	\$137.64	-	\$141.77	\$146.02
Metal Decking/ Shear Stud Inspection	Hr.	\$137.64	-	\$141.77	\$146.02
Miscellaneous Steel: Shop Welding	Hr.	\$137.64	-	\$141.77	\$146.02
Miscellaneous Steel: Field Welding	Hr.	\$137.64	-	\$141.77	\$146.02
Review Welding Documents	Hr.	\$137.64	-	\$141.77	\$146.02
Material I.D. to CMTRs at Fabrication Shop	Hr.	\$137.64	-	\$141.77	\$146.02
Sample/ Prep/ Test H.S. Bolts w/ Nuts & washers	Set	\$330.00	-	\$339.90	\$350.10
Sample/ Prep/ Test H.S. Anchor Bolts	Ea.	\$110.00	-	\$113.30	\$116.70
Sample/ Prep/ Test End-Welded Shear Studs	Ea.	\$110.00	-	\$113.30	\$116.70
Machine/ Test Unidentifiable Steel Shapes/ Plates	Ea.	\$110.00	-	\$113.30	\$116.70
Sample/ Test Base Plate Grout	Ea.	\$35.00	-	\$36.05	\$37.13
Spray-Applied Fireproofing (SAFP) Inspection/ Sampling	Hr.	\$137.64	-	\$141.77	\$146.02
Test SAFP (Dry Density)	Ea.	\$60.00	-	\$61.80	\$63.65
Sample Pick-Up	Hr.	\$119.32	-	\$122.90	\$126.59
Drill and Epoxy Rebar or Anchor Bolts					
Anchor/ Dowel Installation	Hr.	\$137.64	-	\$141.77	\$146.02
Anchor/ Dowel Proof Load Testing with Equip	Hr.	\$137.64	-	\$141.77	\$146.02
Locate Steel Non-Destructively (Pachometer)	Hr.	\$180.00	-	\$185.40	\$190.96
Project Management					
Project Manager	Hr.	\$198.30	-	\$204.25	\$210.38
Project Engineer	Hr.	\$158.65	-	\$163.41	\$168.31

Amendment No. 2 to Agreement A4418Ab
Construction Management Services for the Anderson Dam Tunnel Project
Ver: 1/26/24

Agreement No. A4418A / CAS File No. 5135

**AMENDMENT NO. 2 TO AGREEMENT A4418A
REVISED SCHEDULE CM SCOPE OF SERVICES
REVISED ATTACHMENT A
MATERIALS TESTING AND INSPECTION FEES**

Subconsultant: Apex Testing Laboratories, Inc.						
Item Description	Unit of Measure (UOM)	Unit Price (effective 1/5/2021)	Unit Price (effective 8/1/2021)	Unit Price (effective 1/5/2022)	Unit Price (effective 1/5/2023)	Unit Price (effective 1/5/2024)
Administrative/Clerical Support	Hr.	\$96.25	-	\$99.14	\$102.11	\$105.17
Final Affidavit of Inspection	Ea.	\$500.00	-	\$515.00	\$530.45	\$546.36
Travel Time to/ from Distant Location	Hr.	\$137.64	-	\$141.77	\$146.02	\$150.40
Vehicle Mileage Charge to/ from Distant Location	M	\$0.56	-	\$0.585	\$0.655	\$0.67
Per Diem for Distant Location Inspection	D	\$120.00	-	\$123.60	\$127.31	\$131.13
Subconsultant(s): Apex Testing Laboratories, Inc.						
Minimum Hourly Charges						
Show-Up Time	2 hours					
Inspection Services	4 hours					
Services overs 4 hours	8 hours					
Premium Charges added to Testing & Inspection Services Basic Rate: Basis of Charges						
Weekdays	Basic Rate					
Swing/Night Shift	1.125 x Basic Rate					
Over 8 hours & Saturdays	1.50 x Basic Rate					
Sundays/Holidays & Over 8 hours on Saturday	2.0 x Basic Rate					

Notes:

1. New classifications and rates were approved administratively as documents in letters from Valley Water to Consultant dated December 20, 2023, also documented in District's internal administrative form (FC 1165) and have been incorporated in Amendment No. 2.

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**AMENDMENT NO. 2 TO AGREEMENT A4418A
REVISED SCHEDULE CM
REVISED ATTACHMENT TWO
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on **April 30, 2026**, unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties.
3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Duration of Agreement
2	Preconstruction Services	Complete
3	Construction Management	50
4	Quality Assurance and Quality Control (QA/QC)	47
5	Safety Management	47
6	Training, Testing, Start-Up, and Commissioning	46
7	Construction Inspections	50
8	Partnering, Claims and Disputes Management	47
9	Environmental Compliance Services	47
10	Acceptance and Closeout	50
11	Supplemental Services	Duration of Agreement

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**AMENDMENT NO. 2 TO AGREEMENT A4418A
REVISED SCHEDULE CM
REVISED ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

1. Consultant's Key Staff assigned to the Project are as follows:

Team Member	Classification	Project Role	Contact Information
Jack Gerwick, PE	Sr. Project Manager	Management	555 12th Street, Suite 1700 Oakland, CA 94607 (562) 833-9113 (O) (650) 468-7583 (C) jackg@cowi.com
Ajinkya (AJ) Prakash Sarawade	Quality Assurance Manager	Quality Assurance	555 12th Street, Suite 1700 Oakland, CA 94607 (562) 833-9113 (O) (971) 272-9303 (C) ajsa@cowi.com
Chris Orlandi, PE	Assistant Resident Engineer/ Safety Manager	Assistant Resident Engineer & Safety Manager	25B Vreeland Road, Suite 300 Florham Park, NJ 07932 (973) 670-2487(O) cdor@cowi.com
Ajinkya (AJ) Prakash Sarawade	Office Engineer	Office Engineer	555 12th Street, Suite 1700 Oakland, CA 94607 (562) 833-9113 (O) (971) 272-9303 (C) ajsa@cowi.com

2. The following Subconsultants are authorized to perform Services on the Project:

Team Member	Subconsultant Firm	Project Role	Contact Information
Dan Peluso	Cal Engineering & Geology, Inc. (Now known as Haley & Aldrich)	Rim Stability Expert	6455 Almaden Expwy., Suite 100 San Jose, CA 95120 (925) 433-5018 (O) (408) 630-0089 (C) dpeluso@caleng.com
Phillip Gregory	Cal Engineering & Geology, Inc. (Now known as Haley & Aldrich)	Rim Stability Expert	785 Ygnacio Valley Road Walnut Creek, CA 94596 (925) 433-5016 (O) (925) 216-0765 (C) pgregory@haleyaldrich.com
Jon Waggoner	Environmental Science Associates	Environmental Compliance Manager	2600 Capitol Ave., Suite 200 Sacramento, CA 95816 (916) 840-3047 (O) (916) 225-1109 (C) JWaggoner@esassoc.com
Kevin Graf	Concentric Environmental, LLC	Air Quality Monitoring	5425 Boyd Avenue Oakland, CA 94618 (415) 570-9764 kgraf@concentricenv.com

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE CM
REVISED ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Team Member	Subconsultant Firm	Project Role	Contact Information
Steve Fox	GHD	Dam Construction Expert	999 Hay Street Perth WA 6000 Australia 61 8 6222 8415 (O) 61 408 053 867(C) Steven.fox@ghd.com
Dennis Schwartz	GHD	Reservoir Operations Manager / Operations / Hydraulics Expert	4550 Kruse Way, Suite 300 Lake Oswego, OR 97035 (360) 991-5394 (C) (971) 925-3745 (O) dennis.schwartz@ghd.com
Craig Camp	GHD	Tunnel / Geotech Expert	9370 Sky Park Court, Suite 140 San Diego, CA 92123 (858) 633-4805 (O) (619) 410-6328 (C) Craig.camp@ghd.com
Paul Henderson	GHD	Contract Administrator	669 Pacific Street Suite A San Luis Obispo, CA 93401 (805) 858-3142 (O) (805) 468-9927 (C) Paul.henderson@ghd.com
Joel Kantola	JCK Underground	Bid Documents / Constructability	25 Dorchester Avenue, #51549 Boston, MA 02205 (857) 294-1317 (C) kantola@jckunderground.com
Geoffrey Hughes	JCK Underground	Resident Engineer	25 Dorchester Avenue #51549 Boston, MA 02205 hughes@jckunderground.com
Pedro Moreno	JCK Underground	Chief Inspector 2	25 Dorchester Avenue #51549 Boston, MA 02205 moreno@jckunderground.com
Angel Ripepi	PMA Consultants	Scheduling	455 Market Street, Suite 1270 San Francisco, CA 94105 (213) 308-2125 (C) aripepi@pmaconsultants.com
Matt Koziol	Schnabel Engineering West, Inc.	Risk Manager	12301 Research Blvd, Bldg. 4, Suite 150 Austin, TX 78759 (737) 236-5650 (O) (425) 652-9184 (C) mkoziol@schnabel-eng.com
Kemp Lewis	Schnabel Engineering West, Inc.	Risk Manager	12301 Research Blvd, Bldg. 4, Suite 150 Austin, TX 78759 (737) 236-5650 (O) (512) 417-5058 (C) klewis@schnabel-eng.com

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE CM
REVISED ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Team Member	Subconsultant Firm	Project Role	Contact Information
Dave Cusack	Tanner Pacific, Inc.	Chief Inspector	2064 Mayfield Avenue San Jose, CA 95130 (909) 856-5734 (C) dcusack@tannerpacific.com
John Mahoney	Tanner Pacific, Inc.	Claims/Disputes Administration	4353 North First Street, Suite 100 San Jose, CA 95134 (925) 784-3972 (C) jmahoney@tannerpacific.com

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February 29, 2024

COWI North America, Inc.
88 Pine Street/Wall Street Plaza, 4th Floor
New York, NY 10005

Attention: Thomas Dahlgren, President

Subject: Approve Amendment No. 2 to Agreement No. A4418A with COWI North America, Inc. for Construction Management Services for the Anderson Dam Tunnel Project, Project No. 91864006, CAS File No. 5135, Increasing the Fee by \$10,112,655, for a Total Revised Fee of \$39,162,472 and Extending the Term to April 30, 2026.

Enclosed please find a fully executed original copy of the aforementioned amendment to the agreement between the Santa Clara Valley Water District, and COWI North America, Inc., which was approved by the Santa Clara Valley Water District Board of Directors on February 27, 2024.

Should you have any questions regarding the enclosed documents, please feel free to contact me by email at msanmiguel@valleywater.org, or by phone at (408) 630-2011.

Sincerely,



Michelle San Miguel
Assistant Deputy Clerk II
Office of Clerk of the Board

Enclosure: (1)

cc: Board Records
Accounting Unit
Contract Admin Unit
Form 700 Processing Unit
Staff

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