

**AMENDMENT NO. 3 TO STANDARD CONSULTANT AGREEMENT A3578A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND HDR ENGINEERING, INC.**

This Amendment No. 3 ("Amendment"), retroactively effective on February 1, 2017, amends the terms and conditions of Standard Consultant Agreement A3578A dated March 13, 2012 ("Agreement"), as amended by Amendment No. 1 dated November 13, 2012, and Amendment No. 2 dated June 9, 2015, between SANTA CLARA VALLEY WATER DISTRICT ("District") and HDR ENGINEERING, INC., ("Consultant"), collectively, the "Parties."

RECITALS

WHEREAS, Consultant is performing professional planning and environmental services for the Anderson Dam Seismic Retrofit Project (Project); and

WHEREAS, the term of the Agreement expires on January 31, 2017; and

WHEREAS, the Parties desire to amend the Agreement to add to the Scope of Services described in Revised Appendix One, additional Project Management, and certain Optional Services relating to environmental documentation; and

WHEREAS, the Parties desire to amend the Agreement to increase the Supplemental Services Task not-to-exceed amount for Consultant to perform additional services related to reservoir dewatering and fish passage, if requested by the District; and

WHEREAS, the Parties desire to increase the Agreement Total Not-to-Exceed Amount to provide for compensation for Consultant to perform additional Project Management and certain Optional Services and additional Supplemental Services, and, extend the term of the Agreement to provide additional time for such services.

NOW, THEREFORE, in consideration for the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement, Consultant and District hereby agree as follows:

1. The Agreement, STANDARD CONSULTANT AGREEMENT, SECTION II DUTIES OF CONSULTANT, is amended to revise paragraphs number 8. and number 9., and paragraph number 10. is added to state as follows:

"8. The Santa Clara Valley Water District is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment, in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices, political affiliation, disability (mental and physical, including HIV or AIDS), medical

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condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

9. The Consultant's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.); the California Fair Employment and Housing Act (Government Code Section 12900 et. seq.); and, California Labor Code Sections 1101 and 1102.

10. Consultant must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. Consultant must investigate all complaints directed to it by District. District will refer complaints in writing and Consultant will advise District in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the Consultant, as well as all subcontractors, subconsultants, and material suppliers of the Consultant. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective disciplinary action against the offender."

2. The Agreement, STANDARD CONSULTANT AGREEMENT, SECTION X INDEMNIFICATION is modified to state as follows:

"Notwithstanding any other provision of this Agreement, Consultant agrees to indemnify, defend and hold harmless the District, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, taxes, levies, imposts, assessment, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct. The foregoing does not limit any strict liability imposed onto the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section X Indemnification, survive termination, expiration, completion, and suspension of this Agreement."

3. Revised Appendix One, Article IV. PROJECT TASKS, is amended as follows:

1. Task 1. Project Management, Subtask 1.2 Monthly Status/Work Plan Reports is revised as follows:

"Consultant will provide Monthly Project Status reports to the District. The status reports will provide a brief summary of the work performed and the remaining work for each task. The Monthly Project Status report will include milestones and

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deliverables completed to date, a schedule status update, estimate of work required to complete the Project, explanation of any significant variances in percentage of work to be completed compared to percentage of remaining fees, and any anticipated changes to any agreement that may be necessary to complete the scope of the services. Any fees or time constraints, and corrective actions if appropriate, will be documented in the Monthly Project Status reports. Consultant will be required to state clearly and affirmatively in writing whether or not the Project work is on schedule as described in Revised Attachment Three, within the agreed upon Total Not-to Exceed Amount stated in Revised Appendix Two, Fees and Payments, what if any problems or deviations have been identified, and, if necessary a proposed recovery plan.

The Monthly Project Status report will include:

- a. An assessment of actual versus planned progress in completing the Scope of Services, including a description of the tasks, and deliverables completed to-date;
- b. For each task, the percentage of services performed versus the percentage of fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
- c. For each task, the percentage of the fees incurred for such task compared to dollar amount allocated to such task;
- d. A statement that all tasks will be completed within the agreed upon Total Not-to-Exceed amount of this Agreement described in Revised Appendix Two, Fees and Payments;
- e. A statement that progress in the performance of this Scope of Services required by this Agreement is on schedule within the time line set forth in Revised Appendix Three, Schedule of Completion; or, if completion of the services is not on schedule, 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 timeline for implementation of such measures;
- f. A look-ahead schedule listing deliverables and activities planned for the next two (2) months;
- g. A summary of proposed changes to the Scope of Services, if required, including justifications for such changes;
- h. A Small Business Enterprise (SBE) participation report to document the level of SBE participation throughout the Project; and
- i. Action Item and Decision Log: This log will document action items and Project concerns and issues throughout the term of the Agreement which require resolution by District and/or Consultant."

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2. Task 1. Assumptions, Item 2 is revised as follows: “2. There will be 84 monthly progress meetings/conference calls with the District.”
3. Task 2. Planning Study, Subtask 2.2.5, Planning Study Report, add the following:
 - “b. Consultant will prepare an update to the 2013 PSR summarizing the revised Project alternative and fish passage feasibility findings. Reports providing relevant figures, detailed calculations, constructions costs and schedule will be provided to the Consultant by the District. A Draft, Revised Draft, and Final Updated Planning Study Report will be submitted by the Consultant.”
4. Task 3. Environmental Documentation and Permit Support, b., add the following:
 - “4. Conduct cultural, biological, and plant survey data collection, documentation, impacts analysis and mitigation development off-site stockpile and staging deemed necessary for Project construction as well as for diversion related impacts.”
5. Task 5. Supplemental Services add the following:

“5.3 Dewatering Plan

Preparation of an Anderson Dam Dewatering Plan which identifies dewatering-related impacts and mitigation measures suitable for CEQA and permit applications, as well as for providing a basis for consultation with environmental agencies, including the Valley Habitat Plan Authority.”

4. Revised Appendix One, Article V. ADDITIONAL TERMS AND CONDITIONS, is amended as follows:

“V. ADDITIONAL TERMS AND CONDITIONS (REVISED)

A. The Consultant as Independent Contractor

1. The Consultant shall perform all Services as an independent contractor and not an agent or employee of District.
2. The expertise and experience of the Consultant are material considerations for District’s award and execution of this Agreement. The Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of the Consultant’s obligations hereunder, without prior written consent of District in the form of an amendment executed by both Parties, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of moneys due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of the District.

B. The Consultant’s General Responsibilities

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1. Standard of Care

- a. The Consultant and its subconsultants must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in the Consultant's area of specialty in the State of California.
- b. The Consultant and its subconsultants must perform services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements.

2. Unless the requirements for the Scope of Services described in this Agreement are specifically modified in writing by an amendment executed by both Parties, the Consultant must provide its services and deliverables as required.

3. The Consultant shall provide staff designated in Revised Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant must be approved at the administrative staff level by the District Representative.

C. Confidentiality

Due to the nature of the services the Consultant will provide pursuant to this Agreement, Consultant, its subcontractors, and its subconsultants are required to execute a Non-Disclosure Agreement (see Revised Attachment Three). 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. 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. The Consultant will notify the District's Project Manager immediately of any request by any third party to have access to the information, and will not disclose the requested information without first receiving express written authorization from the District's Project Manager. The requirements of this section will survive completion, expiration, or termination of the Agreement.

D. Project Management

1. Michael Mooers, Associate Engineer, District Dam Safety Unit, is the District's Project Manager.
2. The Project Manager for the Consultant is as indicated in Revised

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Attachment One, Consultant's Key Staff and Subconsultants, to this Scope of Services.

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

E. Task Orders

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

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F. Conflict of Interest.

1. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement.
2. Consultant represents that Consultant's performance under the Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.
3. Consultant will not bring to the District or use in the performance of Consultant's duties under the Agreement any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials.
4. Consultant 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 the design, construction, or construction management of any Project that is related to the services provided in accordance with this Agreement; (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; or (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.
6. Consultant and its subconsultants referenced in Revised Attachment One to the Scope of Services are precluded from proposing and/or contracting with the District for any professional service listed in Appendix One, section III, Project Background, Project Delivery Approach, paragraphs number 1, 3, and 4 above. However, subcontractors, vendors, and/or suppliers providing non-professional services for this Agreement, such as but not limited to photocopying services, photography services, lab testing, soil borings, or other technically-related services may propose and/or contract with prime consultants or the District for each of the separate professional services referenced in Appendix One, section III Project Background, Project Delivery Approach, paragraphs number 1, 3 and 4 above.

G. Term & Termination

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This paragraph G., Term and Termination and the following paragraph H., Consultant's Compensation Upon Termination or Suspension, of Article V. Additional Terms and Conditions, replaces paragraph #2. stated in the Standard Consultant Agreement portion of this Agreement, at Section VI. Changes in the Work.

1. Term & Automatic Termination

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

2. District's Rights

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

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termination will be deemed to have been effected for District's convenience, and the Consultant shall 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. The Consultant's Compensation Upon Termination or Suspension.

- 1. In the event of termination of this Agreement or any Task Order, or suspension of services by District, the Consultant shall receive compensation based on satisfactory performance, accepted by the District Project Manager, as follows:
 - a. For Direct Labor—The 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—The 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 this Agreement or the applicable Task Order for that item of service.

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

- 1. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services under this Agreement shall file in a manner prescribed by the District an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within thirty (30) calendar days of the effective date of this Agreement; and
 - b. Within thirty (30) calendar days of Consultant hiring, adding or promoting to a designated filer position employees, officers, agents, subconsultants, and subcontractors to perform services under this Agreement.
- 2. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services under this Agreement that

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filed an Assuming Office Statement shall file in a manner prescribed by the District an amendment to their Form 700 anytime there is a change to their disclosure information.

3. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services under this Agreement that filed an Assuming Office Statement shall file with the District 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 under 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.
 - b. Within thirty (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).
 - c. 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 Consultant's employees, officers, agents, subconsultants, and subcontractors are disqualified from providing services, on written notice from District's Project Manager, Consultant will have fifteen (15) calendar days to remove that employee(s), officer(s), agent(s), subconsultant(s), and subcontractor's person from the Project and provide a replacement acceptable to the District.
 5. Further, 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 herein or by the District is deemed a material breach and may result in termination of the Agreement for cause.
- J. District's Quality and Environmental Management System (QEMS) Fact Sheet (See Attachment Six to Revised Appendix One)

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

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Policy and their role and responsibility in achieving conformity with the expectations.

K. Release of Information Prohibited

The Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized District personnel. The Consultant shall 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 Project Manager. Any media inquiry at any time to the Consultant relating to any matter concerning services provided or requested to be provided under this Agreement will be referred immediately to the District Project Manager. The Consultant shall not communicate with the media regarding any such matter.

L. Notices

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: Katherine Oven, Deputy Operating Officer, Water Utility Capital Division
E-mail: koven@valleywater.org
Phone: (408) 630-3126

Consultant:

HDR Engineering, Inc.
2379 Gateway Oaks Drive #200
Sacramento, CA 95833
Attention: Sergio Jimenez, Associate Vice President
E-mail: Sergio.jimenez@hdrinc.com
Phone: (916) 679-8834

M. Good Neighbor

The District always strives to be a good neighbor to the community adjacent to its facility. The Consultant will ensure that disturbance to neighbors is minimized. The Consultant, its staff, and subconsultants will always interact with the members of the public in a polite and professional manner.

N. Scope of Services Attachments

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

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Revised Attachment One—Consultant's Key Staff and Subconsultants

Revised Attachment Two—Dispute Resolution

Revised Attachment Three—Revised Task Order Template

Attachment Four—Reference Materials

Attachment Five—District Procedures & Work Instructions

Attachment Six—District's Quality and Environmental Management System (QEMS) Fact Sheet

Attachment Seven—Non Disclosure Agreement

5. Revised Appendix Two, Fees and Payments, is amended to increase the Agreement Total Not-To-Exceed Amount and update payment terms and conditions as set forth in the attached Revised Appendix Two, Fees and Payments, and incorporated herein by this reference.
6. Revised Appendix Three, Schedule of Completion, is amended to update Project Schedule and Agreement term as set forth in the attached Revised Appendix Three, Schedule of Completion, and incorporated herein by this reference.
7. Appendix Four, Insurance, is modified to update requirements as set forth in the attached Revised Appendix Four, Insurance, and incorporated herein by this reference.
8. All other terms and conditions of Agreement A3578A dated March 13, 2012; and, Amendment No. 1 dated November 13, 2012, and Amendment No. 2 dated June 9, 2016, not amended herein, remain in full force and effect.

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SIGNATURES FOLLOW ON NEXT PAGE)*

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 3 TO AGREEMENT A3578A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

HDR Engineering, Inc.
"Consultant"

By: _____

John Varela
Chair/Board of Directors

By: _____

Holly Kennedy
Vice President

Date: _____

Date: 2/9/17

ATTEST:

Firm Address:
100 Pringle Avenue
Suite 400
Walnut Creek, CA 94596

Michele L. King, CMC
Clerk/Board of Directors

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REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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

Team Member	Project Role	Contact Information
Robert Boling	Principal-in-Charge	Robert.Boling@hdrinc.com (916) 817-4858
Sergio Jimenez	Project Manager/Planning Lead	Sergio.Jimenez@hdrinc.com (916) 679-8834
Les Harder	Dam Lead	Les.Harder@hdrinc.com (916) 817-4973
Johnnie Mack	QA/QC Manager	Johnnie.Mack@hdrinc.com (916) 817-4887
Linda Fisher	Permitting Lead	Linda.Fisher@hdrinc.com (916) 817-4962
Sam Planck	Outlet and Spillway Lead	Sam.Planck@hdrinc.com (916) 817-4859

2. If necessary, 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 agreements. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.

3. The following subconsultants are authorized to work on this Project:

Firm	Project Role
AMEC Environment and Infrastructure	Geotechnical/Seismic, Geology/Seismic Rupture
Associated Right of Way Services	Right of Way Services
Engineering Solutions, LLC	Risk/Constructability Review
Far Western Anthropological	Cultural Resources/Historical Preservation
Ferh & Peers	Traffic Study
Freyer & Laureta	Surveying
Geosystems, L.P.	Ground Improvements
Gregg Korbin	Tunneling
H.T. Harvey & Associates	Biological Services

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Firm	Project Role
Horizon Water and Environmental	Environmental, CEQA/NEPA Permitting
Jacobs Associates	Tunneling
Norcal Geophysical Consultants	Geophysics
Pacific Geotechnical Engineering	Geotechnical Investigations
SAGE Engineers	Geotechnical/Seismic, Geology/Seismic Rupture

4. Contact information for the above listed - subconsultants is as follows:

Project Role: Geotechnical/Seismic, Geology/Seismic Rupture			
Firm:	AMEC	Contact:	Chris Coutu
Address:	210 Webster St. 12 Floor, Oakland, CA 94612	Phone:	(510) 663-4100
		E-mail:	Chris.coutu@amec.com

Project Role: Right of Way Services			
Firm:	Associated Right of Way Services	Contact:	Bill Tannenbaum
Address:	2300 Contra Costa Blvd, Suite 525 Pleasant Hill, CA 94523	Phone:	(925) 691-8500
		E-mail:	btannebaum@arws.com

Project Role: Risk/Constructability Review			
Firm:	Engineering Solutions, LLC	Contact:	Dan Hertel
Address:	P.O. Box 11983 Bozeman, MT 59719	Phone:	(406) 579-6216
		E-mail:	dhertel@q.com

Project Role: Cultural Resources/Historical Preservation			
Firm:	Far Western Anthropological	Contact:	Pat Mikkelsen
Address:	2727 Del Rio Place, Suite A Davis, CA 95826	Phone:	(530) 756-3941
		E-mail:	pat@farwestern.com

Project Role: Traffic Study			
Firm:	Fehr & Peers	Contact:	Robert Eckols
Address:	160 W. Santa Clara, Suite 675 San Jose, CA 95113	Phone:	(408) 278-1700 ext. 1214
		E-mail:	R.Eckols@ferhandpeers.com

Project Role: Surveying			
Firm:	Freyer & Laureta	Contact:	Rich Laureta
Address:	144 North San Mateo Drive San Mateo, CA 94401	Phone:	(650) 344-9901
		E-mail:	laureta@freyerlaureta.com

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Project Role: Ground Improvements			
Firm:	Geosystems, L.P.	Contact:	Donald Bruce
Address:	161 Bittersweet Cir, P.O. Box 237 Venetia, PA 15367	Phone:	(724) 942-0570
		E-mail:	dabruce@geosystemsbruce.com

Project Role: Tunneling			
Firm:	Gregg Korbin	Contact:	Gregg Korbin
Address:	1167 Brown Ave Lafayette, CA 94549	Phone:	(925) 284-9017
		E-mail:	gekorbin@earthlink.net

Project Role: Biological Services			
Firm:	H.T. Harvey & Associates	Contact:	Stephen Rotternborn
Address:	983 University Avenue, Bldg D Los Gatos, CA 95032	Phone:	(408) 458-3205
		E-mail:	srotternborn@harveyecology.com

Project Role: Environmental, CEQA/NEPA Permitting			
Firm:	Horizon Water and Environmental	Contact:	Michael Stevenson
Address:	1330 Broadway, Suite 424 Oakland, CA 94612	Phone:	(510) 986-1852
		E-mail:	Michael@horizonh2o.com

Project Role: Tunneling			
Firm:	Jacobs Associates	Contact:	Mike McRae
Address:	465 California Street, Suite 1000 San Francisco, CA 94104	Phone:	(415) 434-1822
		E-mail:	mcrac@jacobssf.com

Project Role: Geophysics			
Firm:	Norcal Geophysical Consultants	Contact:	Ken Blom
Address:	321 Blodgett Street Cotati, CA 94931	Phone:	(707) 796-7170
		E-mail:	kblom@norcalgeophysical.com

Project Role: Geologic Faulting Evaluations			
Firm:	Pacific Geotechnical Engineering	Contact:	Peter Anderson
Address:	16055-D Caputo Drive Morgan Hill, CA 95037	Phone:	(408) 778-2818
		E-mail:	panderson@pacific-geotechnical.com

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Project Role: Geotechnical/Seismic, Geology/Seismic Rupture			
Firm:	SAGE Engineers	Contact:	Marc Ryan
Address:	2251 Douglas Blvd, Suite 200 Roseville, CA 95661	Phone:	(916) 677-4790
		E-mail:	mryan@sageengineers.com

5. None of the above-named Consultant staff or subconsultants will be replaced without the approval of the District's Project Manager.
6. Should replacement or additional subconsultants be required to provide services under this Agreement, District preapproval is required.
7. Upon District approval, subconsultants can be added to this Agreement through amendment as stated herein. If Consultant's Project Manager or any other designated key staff person or subconsultant fails to perform to the satisfaction of the District, on written notice from District's Project Manager, Consultant will have fifteen (15) calendar days to remove that person from this Project and provide a replacement acceptable to the District.
 - a. Consultant will not charge District the time it takes Consultant's replacement personnel to obtain the District specific Project-level knowledge in the possession of the person or persons being replaced.
 - b. The Project Team's organization chart and delegated responsibilities of each team member will be revised accordingly and submitted to the District for concurrence.
 - c. Each subconsultant firm's authorized representative will sign and submit the District's Non-Disclosure Agreement, which is provided as Attachment Seven to Revised Appendix One. Failure by a subconsultant's authorized representative to sign the District's Non-Disclosure Agreement shall result in the District authorizing the Consultant to retain an equivalently qualified firm as a replacement subconsultant. Consultant shall provide the signed form to the District's Project Manager or their designee and maintain a copy in the Project's Document Control System.
 - d. In addition, Consultant's subconsultants' key staff are required to sign and submit the District's Personal Non-Disclosure Agreement, which is provided as Attachment One to Attachment Seven to Revised Appendix One. Consultant will provide the signed form to the District's Project Manager or their designee and maintain a copy in the Project's Document Control System.
8. Consultants Subconsultants.
 - a. The District Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

the scope of services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.

- b. 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 A3578A
REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE
DISPUTE RESOLUTION**

1. CONSULTANT'S QUESTIONS AND CONCERNS

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

2. DISPUTE RESOLUTION

A. Alternate Dispute Resolution (ADR)

1. District intends to use ADR techniques including partnering and mediation to resolve disputes relating to the Project.

B. Consultant and its subconsultants are expected to participate in all ADR efforts.

C. The cost of partnering training facilities and facilitator will be borne by District.

3. NEGOTIATIONS BEFORE AND DURING MEDIATION

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

4. VOLUNTARY MEDIATION

A. In the event a dispute or issue is not resolved by the Internal Review process stated in the Standard Consultant Agreement, Section VIII. Resolution of Disputes, District and Consultant agree to attempt to resolve the matter by mediation. The External Review paragraph of Section VIII. is hereby deleted.

B. Said mediation is voluntary, non-binding, and intended to provide an opportunity for the Parties to evaluate each other's cases and arrive at a mutually agreeable solution.

C. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.

5. INITIATION OF MEDIATION

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

6. REQUEST FOR MEDIATION

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

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE
DISPUTE RESOLUTION**

7. SELECTION OF MEDIATOR

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

8. QUALIFICATIONS OF A MEDIATOR

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

9. VACANCIES

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

10. REPRESENTATION

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

11. TIME AND PLACE OF MEDIATION

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

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE
DISPUTE RESOLUTION**

12. IDENTIFICATION OF MATTERS IN DISPUTE

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

13. AUTHORITY OF MEDIATOR

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

14. PRIVACY

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

15. CONFIDENTIALITY

Except as provided by California or federal law or regulation:

- A. The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.
- B. All records, reports, or other documents received by a mediator while serving as mediator, are confidential.

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE
DISPUTE RESOLUTION**

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

16. NO STENOGRAPHIC RECORD

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

17. TERMINATION OF MEDIATION

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

18. EXCLUSION OF LIABILITY

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

19. INTERPRETATION AND APPLICATION OF THESE MEDIATION PROVISIONS

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

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE
DISPUTE RESOLUTION**

20. EXPENSES

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

21. COMPENSATION FOR PARTICIPATION IN MEDIATION

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

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**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE
REVISED TASK ORDER TEMPLATE**

Task Order No. _____

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

District Project Manager: _____

Consultant Program
Manager: _____

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

1. Upon full execution of this Task Order Number: _____, as set forth in Revised Appendix One, Article V., E. Task Orders, and issuance of a notice-to-proceed by the District's Project Manager, Consultant is hereby authorized to perform the services described in Attachment A to this Task Order. Any costs incurred, services performed or expenditures by 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 under this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A identifies the following:
 - a. Consultant personnel to be assigned to perform the services, including resumes if not previously provided to the District's Project Manager
 - b. The estimated number of hours required to perform the services assigned to each assigned Consultant personnel
 - c. Estimated cost of each reimbursable expense, including any applicable fees
 - d. Project schedule for completing the scope of services
3. Consultant will be compensated at the hourly rates established in Revised Appendix Two of the Agreement. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order will become effective on the date of signature by authorized representatives of the Parties, and remains in effect until the earlier of: completion of the tasks set forth in Attachment A or {enter expected completion date}.
5. Copies of applicable state and federal permits required to perform the services are attached to this Task Order, unless the Consultant's Project Manager previously provided the appropriate permits to the District.
6. Consultant will perform all services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE
REVISED TASK ORDER TEMPLATE**

7. Signatures:

Signature/Print Name:

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

Date

Signature/Print Name:

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

Date

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**AMENDMENT NO. 3 TO AGREEMENT A3578A
ATTACHMENT SIX TO REVISED APPENDIX ONE
QEMS FACT SHEET**

Fact sheet

Quality and Environmental Management System (QEMS)



What is ISO?

The International Organization for Standardization (ISO) is the world's largest developer of voluntary international standards, which are state of the art specifications for products, services, and good practices, helping make industry more efficient and effective. For the Santa Clara Valley Water District's (district) customers and public, this means greater confidence in consistent, high quality products and services the district provides.

The district has extensive history of ISO commitment, having first been registered to ISO 9001 in 2002 for Quality Management Systems and to ISO 14001 in 2004 for Environmental Management Systems.

Principles of ISO

- *Customer Focus: take care of your customers*
- *Leadership on purpose and direction: requires Management's attention*
- *Involvement of people at all levels: everyone is involved*
- *Process approach to resources and activities: process consistency and stability*
- *Systems approach to management: plan the work; work the plan*
- *Continual improvement as a permanent objective: seek regular, constant improvement*
- *Factual approach to decision making: ensure the facts before making decisions*
- *Mutually beneficial relationships: if they fail, then the organization fails*

What are the Benefits of ISO?

- *Improves efficiency and productivity*
- *Reduces variation, waste, inefficiencies, and defects*
- *Facilitates continual improvement*
- *Improves process consistency and stability*
- *Improves employee motivation and participation*
- *Improves customer confidence and satisfaction*
- *Improves conformity to quality and environmental requirements*

District's Quality and Environmental Policy

The Santa Clara Valley Water District is committed to organizational excellence and environmental stewardship, and as such, maintains an integrated Quality and Environmental Management System (QEMS) conforming to ISO standards. The QEMS supports the organization's continual improvement through the development of a robust employee knowledge base, which ensures continuity of daily operations and facilitates succession planning. Compliance with this policy is the responsibility of each individual working for or on behalf of the District.

**AMENDMENT NO. 3 TO AGREEMENT A3578A
ATTACHMENT SIX TO REVISED APPENDIX ONE
QEMS FACT SHEET**

Fact sheet

Quality and Environmental Management System (QEMS)



Purpose:

- *Provide Silicon Valley safe, clean water for a healthy life, environment, and economy.*

Customers:

- *Meet customer requirements and enhance customer satisfaction.*

Environmental Stewardship:

- *Provide environmental stewardship through prevention of pollution and minimizing and managing environmental impacts by setting and regularly reviewing quality and environmental objectives.*

Continual Improvement:

- *Ensure the QEMS is regularly monitored and improved in accordance with ISO requirements to ensure that all District products and services offer the highest level of quality while maximizing the District's environmental stewardship efforts.*

Compliance:

- *Compliance with Board policies and statutory and regulatory requirements related to the District's quality and environmental processes.*

Policy, Objectives, and Targets:

- *Ensure this policy is documented, maintained, and implemented, and, in addition to the District's quality and environmental objectives and targets, reviewed for continuing suitability through periodic Management Reviews.*

Awareness and Competence:

- *Ensure, through workforce development, training, communication, and succession planning, that each individual working for and on behalf of the District has the awareness, skills, and knowledge to carry out this policy in a manner that maximizes effectiveness, ensures continuity of daily operations, promotes continual improvement, and contributes to environmental stewardship.*

Public:

- *Ensure this policy is available to the public.*

**AMENDMENT NO. 3 TO AGREEMENT A3578A
ATTACHMENT SIX TO REVISED APPENDIX ONE
QEMS FACT SHEET**

Fact sheet

Quality and Environmental Management System (QEMS)



District's Significant Environmental Aspects

For each type of activity, product, or service, the district has identified its unique environmental aspects and determined the most significant environmental aspects that have or could have a significant environmental impact.

Management recognizes the following two major activities, within the scope of the QEMS, as having or could have a significant impact on the environment:

Bulk Chemical Storage

The district water treatment plants utilize several bulk chemicals in the water treatment process. The chemical of greatest concern, which could create a significant impact, is 19.5% aqueous ammonia. This chemical is regulated under the California Accidental Release Program. This chemical is singled out for greater control because accidental releases have the potential to create offsite consequences that could spread to residential neighborhoods adjacent to the water treatment plants.

Construction of water utility and flood protection capital projects.

Construction of water utility infrastructure and flood protection projects can involve significant changes to riparian environments and other landforms. The district recognizes the impact of these changes by integrating projects into watersheds as a whole, ensuring that ecological functions and processes are supported, ensuring that the quality and availability of water are protected for ecological and water supply functions, and that environmental impacts of projects are avoided, minimized, or mitigated.

District's Quality and Environmental Objectives

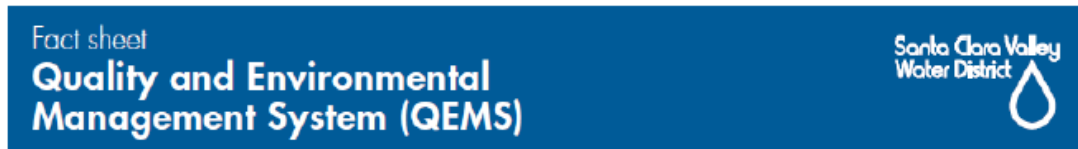
The district has identified operational objectives throughout the organization. Specifically, in support of ISO, the district analyzes and determines goals for meeting customer product requirements and overall environmental goals consistent with the environmental policy.

The following in-scope quality and environmental objectives act as a general framework for continual improvement in the organization.

Quality Objectives:

- *Prepare and respond effectively to flood emergencies countywide to protect life and property*
- *Respond effectively to historic drought conditions*
- *Reliable high quality drinking water is delivered*

**AMENDMENT NO. 3 TO AGREEMENT A3578A
ATTACHMENT SIX TO REVISED APPENDIX ONE
QEMS FACT SHEET**



- *Maintain effective relationships with the retailer and other stakeholder to ensure high quality, reliable drinking water.*
- *Provide natural flood protection for residents, businesses, and visitors by removing parcels from flooding, applying an integrated watershed management approach that balances environmental quality and protection from flooding.*

Environmental Objectives:

- *Prepare for and respond to emergencies that threaten local waterways.*
- *Reduce greenhouse gas emissions to achieve carbon neutrality by 2020.*

Environmental Impacts

Pollution prevention is the cornerstone of ISO's environmental standard. ISO requires that every individual working for or on behalf of the District is responsible for being aware of how their work could impact or potentially impact the environment. ISO specifies that staff, vendors, and contractors are aware of the QEMS policy, the District's significant environmental aspects, and the impacts of their work on the environment. Processes and programs are designed and implemented to help control environmental impacts resulting from District operations and therefore, deviating from these could have unintended adverse impacts on the environment.

Assessing the QEMS for Effectiveness

To ensure that the district is continually improving its QEMS and conforms to the ISO standards, regularly scheduled audits of the system are conducted by an external third-party. This organization, known as a registrar, audits the QEMS and makes findings based on interviews and review of district procedures and records. Any deviations from the ISO standards are captured as non-conformities and require the district to take the necessary corrective and preventive actions to prevent reoccurrence. If the district is found to be in conformance to the ISO standards of which it is registered, the registrar recommends certification.

For More Information:

Your District contact can provide more information or answer any questions.

**AMENDMENT NO. 3 TO AGREEMENT A3578A
ATTACHMENT SEVEN TO REVISED APPENDIX ONE
NON-DISCLOSURE AGREEMENT**



NON-DISCLOSURE AGREEMENT (NDA)
(11-03-2016)

This Non-Disclosure Agreement (“NDA”) is entered into as of the date executed below, by and between Santa Clara Valley Water District (hereinafter the “District”), and _____, or which together with its subsidiaries and affiliates, are individually and collectively be referred to hereinafter as the “Consultant.”

1. During the course of Consultant’s relationship with the District, which commences with the District’s issuance of Notice-to-Proceed for Standard Consultant Agreement _____ for Planning and Environmental Services for the Anderson Dam Seismic Retrofit Project (Project), the District has disclosed or may disclose to Consultant confidential information and work product of the District’s employees and agents, and other non-public information (“Confidential Information”).
2. Consultant agrees:
 - (i) To hold the Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information;
 - (ii) Not to reproduce, transcribe, or disclose the Confidential Information, or any information derived from the Confidential Information to third parties without prior written approval by the District;
 - (iii) Not to make, have made, use, distribute or sell for its own purposes or for any purpose other than on behalf of the District, any item or data incorporating Confidential Information;
 - (iv) To only make a minimum amount of copies of any Confidential Information that is absolutely necessary to carry out services it provides to the District;
 - (v) To only disclose Confidential Information to its responsible employees who have:
(a) a need to know such Confidential Information in order to carry out the services Consultant provides to the District; and (b) signed and returned to the District the PERSONAL NDA, Attachment One to this NDA;
 - (vi) To promptly return all copies, renderings, transformations, and derivatives of the Confidential Information to the District at the termination of its working relationship with the District; or if requested by the District to destroy and certify in writing the destruction of such Confidential Information; and
 - (vii) To notify the District in writing immediately when it becomes aware of any unauthorized release of the Confidential Information.

**AMENDMENT NO. 3 TO AGREEMENT A3578A
ATTACHMENT SEVEN TO REVISED APPENDIX ONE
NON-DISCLOSURE AGREEMENT**

3. Company acknowledges that its compliance with this NDA is necessary to protect the District, and that any action on Consultant's part that is inconsistent with this NDA will cause the District irreparable and continuing harm. Therefore, if anything Consultant (including its employees and agents) does that is inconsistent with this NDA, Consultant consents to the District obtaining a court order to stop its inconsistent actions and otherwise to prevent any, without the District having to post any bond or security for such order. The District may pursue other remedies available to it, all of which are nonexclusive and cumulative.
4. The obligations established by this NDA may be supplemented by contract terms hereafter agreed to by District and Consultant. All additions or modifications to this NDA must be made in writing and must be signed by both parties. This NDA is made under and will be construed according to the laws of the State of California.

By signing below, I acknowledge that I have read this NDA and I have authority to agree, and do agree, on behalf of Consultant to all of the terms and conditions contained in this NDA.

CONSULTANT:

Signature: _____ Date: _____

Name: _____ Title: _____

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**AMENDMENT NO. 3 TO AGREEMENT A3578A
ATTACHMENT SEVEN TO REVISED APPENDIX ONE
NON-DISCLOSURE AGREEMENT**



**ATTACHMENT ONE TO NDA
PERSONAL NON-DISCLOSURE AGREEMENT (PNDA)
(11-03-16)**

1. I acknowledge that the Santa Clara Valley Water District ("District") will make available to me from time to time certain information that is highly confidential to the District. I acknowledge that such information is extremely sensitive and agree that I will not disclose all or any part of this confidential information to any person, firm, corporation, association, or partnership without the written permission of the District. For example, this confidential information may include but not be limited to the following kinds of information: plans, security data, vulnerability assessments, draft documents, network data, control systems data, security protocols, personnel data, computer programs, remote application access, computer information licensed to the District, and work product of the District's employees and agents, and other non-public information related to the Anderson Dam Seismic Retrofit Project or other District projects.
2. I will hold all of the District's confidential information at all times in trust and strictest confidence for the District from and after the date of its creation or disclosure to me. I will prevent the impermissible release of the District's confidential information. I will not retain nor incorporate any of the confidential information into any database or any medium other than may be required for the District's exclusive benefit. I will not duplicate or disclose or otherwise reveal such confidential information in any manner inconsistent with this PNDA.
3. In addition, I will not perform an illegal act and I will not share the password or account access provided exclusively to me. When leaving a workstation unattended, or out of sight, I will save my work and log off or lock the workstation to prevent unauthorized access. I will make no attempt to circumvent access codes or information protection schemes or uncover security loopholes or attempt to break authentication procedures or encryption protocols. I will make no attempts to increase the level of access to which I have been authorized. I will not attempt to use or obtain access codes in an unauthorized manner or from another user. I will not allow non-employees to access District computer systems.
4. I agree to abide by the statements made regarding the use of confidential information, including, without limitation, any on the use of the District's network.
5. I acknowledge that my faithful compliance with this PNDA is necessary to protect the District and that any action on my part that is inconsistent with this PNDA will cause the District irreparable and continuing harm. Therefore, if anything I do is inconsistent with this PNDA, I consent to the District obtaining a court order to stop my inconsistent actions and otherwise to prevent any, without the District having to post any bond or security for such order. The District may pursue other remedies available to it, all of which are nonexclusive and cumulative.

**AMENDMENT NO. 3 TO AGREEMENT A3578A
ATTACHMENT SEVEN TO REVISED APPENDIX ONE
NON-DISCLOSURE AGREEMENT**

PLEASE COMPLETE THE FOLLOWING SECTION (PLEASE PRINT):

Full Name:			
Consultant Name:			
Phone No.:		Fax No.:	
E-mail Address:			
Who is your District Project Manager?			
Signature:		Date:	

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**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

I. GENERAL

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 upon 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 reimbursable travel and per diem expenses incurred by the Consultant to complete the work.

II. TOTAL FUNDING AUTHORIZED UNDER THIS AGREEMENT

Total payment for services performed, as described in Appendix One and Revised Appendix One, Scope of Services, will not exceed a total amount of **\$5,557,091** during the term of this Agreement. Under no conditions will the total compensation to the Consultant exceed this NTE 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 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

The NTE 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.

COST BREAKDOWN

Task	Description	<u>Original (Not-to-Exceed) Fees</u>	<u>Amendment No. 1</u>	<u>Amendment No. 2</u>	<u>Amendment No. 3</u>	<u>Total Fixed (Not-to-Exceed) Fees</u>
1	Project Management	\$443,422	\$0	\$0	\$72,000	\$515,422
2	Planning Study	\$2,267,380	(\$582,524)	\$0	\$40,000	\$1,724,856
3	Environmental Documentation and Permitting	\$1,294,708	\$0	\$650,000	\$224,000	\$2,168,708
4	Design Support	\$130,208	\$0	\$0	\$0	\$130,208
5	Supplemental Services	\$60,373	\$582,524	\$150,000	\$225,000	\$1,017,897
Total Not-to-Exceed Amount		\$4,196,091	\$0	\$800,000	\$561,000	\$5,557,091

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

IV. TERMS AND CONDITIONS

Payments for services performed, as described in the Revised Appendix One—Scope of Services, will be based on the following terms:

1. District will pay for services provided by the Consultant, to the satisfaction of District, according to the rates for professional, technical, and administrative personnel as listed below in the Hourly Rate Schedule.
2. The stated hourly and unit rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (12) months from the date this Agreement is entered into by parties (“anniversary date”), and each 12 months thereafter, these hourly and unit rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant’s request to revise the hourly and unit rates ninety (90) calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the “Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)” as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.6% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District’s Water Utility Capital Division Deputy Operating Officer.

HOURLY RATE SCHEDULE

Classification	Base Hourly Rate	Effective May 2013 Rate	Effective April 2014 Rate	Current, Effective June 2015 Rate
HDR Inc.				
Technical Advisor/Program Manager	\$248.00	\$254.45	\$261.06	\$266.28
Principal Engineer/Principal Scientist	\$205.00	\$210.33	\$215.80	\$220.11
Lead Engineer/Lead Scientist	\$185.00	\$189.81	\$194.75	\$198.64
Senior Engineer/Senior Scientist	\$164.00	\$168.26	\$172.64	\$176.09
Staff Engineer/Staff Scientist	\$129.00	\$132.35	\$135.80	\$138.51
Junior Engineer/Junior Scientist	\$110.00	\$112.86	\$115.79	\$118.11
Resource Specialist I	\$75.00	\$76.95	\$78.95	\$80.53
Resource Specialist II	\$98.00	\$100.55	\$103.16	\$105.23
Resource Specialist III	\$106.00	\$108.76	\$111.58	\$113.82
Accounting	\$110.00	\$111.43	\$112.88	\$114.35
Clerical	\$93.00	\$94.21	\$95.43	\$96.67

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Classification	Base Hourly Rate	Effective May 2013 Rate	Effective April 2014 Rate	Current, Effective June 2015 Rate
AMEC Environment and Infrastructure				
Principal – VP	\$250.00	\$256.50	\$263.17	\$268.43
Principal	\$210.00	\$215.46	\$221.06	\$225.48
Sr II	\$205.00	\$210.33	\$215.80	\$220.11
Sr I	\$200.00	\$205.20	\$210.54	\$214.75
Project I	\$142.00	\$145.69	\$149.48	\$152.47
Staff II	\$120.00	\$123.12	\$126.32	\$128.85
Staff I	\$112.00	\$114.91	\$117.90	\$120.26
Graphics	\$101.00	\$103.63	\$106.32	\$108.45
Project Assistant	\$79.00	\$80.03	\$81.07	\$82.12
Far Western Anthropological Research Group				
Co-Principal	\$128.00	\$131.33	\$134.74	\$137.44
PI	\$106.00	\$108.76	\$111.58	\$113.82
Sr Geoarchaeologist	\$99.00	\$101.57	\$104.21	\$106.30
GIS Supervisor	\$95.00	\$97.47	\$100.00	\$102.00
Field Director	\$63.00	\$64.64	\$66.32	\$67.64
Staff Archaeologist	\$66.00	\$67.72	\$69.48	\$70.87
Technician	\$54.00	\$55.40	\$56.84	\$57.98
Staff Archaeologist	\$41.00	\$42.07	\$43.16	\$44.02
Production Assistant	\$54.00	\$55.40	\$56.84	\$57.98
Admin Assistant	\$48.00	\$48.62	\$49.26	\$49.90
Pacific Geotechnical Engineering				
Principal	\$197.00	\$202.12	\$207.38	\$211.52
Project Manager II	\$177.00	\$181.60	\$186.32	\$190.05
Sr Geologist/Engineer	\$156.00	\$160.06	\$164.22	\$167.50
Project Geologist/Engineer 2	\$141.00	\$144.67	\$148.43	\$151.40
Project Geologist/Engineer 1	\$131.00	\$134.41	\$137.90	\$140.66
Staff Geologist/Engineer	\$121.00	\$124.15	\$127.37	\$129.92
Assistant Geologist/Engineer	\$111.00	\$113.89	\$116.85	\$119.18
Staff Tech	\$91.00	\$93.37	\$95.79	\$97.71
CAD	\$76.00	\$77.98	\$80.00	\$81.60
Admin	\$66.00	\$66.86	\$67.73	\$68.61

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Classification	Base Hourly Rate	Effective May 2013 Rate	Effective April 2014 Rate	Current, Effective June 2015 Rate
Horizon Water & Environment				
Principal	\$203.00	\$208.28	\$213.69	\$217.97
Sr. Associate II	\$170.00	\$174.42	\$178.95	\$182.53
Sr. Associate I	\$160.00	\$164.16	\$168.43	\$171.80
Associate II	\$149.00	\$152.87	\$156.85	\$159.99
Associate I	\$139.00	\$142.61	\$146.32	\$149.25
Analyst II	\$127.00	\$130.30	\$133.69	\$136.36
Analyst I	\$117.00	\$120.04	\$123.16	\$125.63
Graphics	\$101.00	\$103.63	\$106.32	\$108.45
Technician	\$80.00	\$82.08	\$84.21	\$85.90
Clerical	\$69.00	\$69.90	\$70.81	\$71.73
H.T. Harvey & Associates				
Principal	\$217.00	\$222.64	\$228.43	\$233.00
Sr Associate Ecologist	\$196.00	\$201.10	\$206.32	\$210.45
Associate Ecologist	\$180.00	\$184.68	\$189.48	\$193.27
Sr. Ecologist 2	\$164.00	\$168.26	\$172.64	\$176.09
Sr. Ecologist 1	\$148.00	\$151.85	\$155.80	\$158.91
Ecologist 2	\$132.00	\$135.43	\$138.95	\$141.73
Ecologist 1	\$117.00	\$120.04	\$123.16	\$125.63
Field Biologist 2	\$101.00	\$103.63	\$106.32	\$108.45
Field Biologist 1	\$85.00	\$87.21	\$89.48	\$91.27
GIS	\$106.00	\$108.76	\$111.58	\$113.82
Admin	\$81.00	\$82.05	\$83.12	\$84.20
Fehr & Peers				
Sr Associate	\$225.00	\$230.85	\$236.85	\$241.59
Associate	\$185.00	\$189.81	\$194.75	\$198.64
Sr Engineer/Planner	\$150.00	\$153.90	\$157.90	\$161.06
Engineer/Planner	\$120.00	\$123.12	\$126.32	\$128.85
Sr Tech Support	\$130.00	\$133.38	\$136.85	\$139.58
Freyer & Laureta				
Principal	\$158.00	\$162.11	\$166.32	\$169.65
Project Manager	\$142.00	\$145.69	\$149.48	\$152.47
Sr Engineer	\$126.00	\$129.28	\$132.64	\$135.29
Associate Engineer	\$116.00	\$119.02	\$122.11	\$124.55
Staff Engineer II	\$95.00	\$97.47	\$100.00	\$102.00

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Classification	Base Hourly Rate	Effective May 2013 Rate	Effective April 2014 Rate	Current, Effective June 2015 Rate
Freyer & Laureta				
Staff Engineer I	\$89.00	\$91.31	\$93.69	\$95.56
Drafter I	\$74.00	\$75.92	\$77.90	\$79.46
Associated Right of Way Services				
Principal	\$190.00	\$194.94	\$200.01	\$204.01
Consultant 1	\$158.00	\$162.11	\$166.32	\$169.65
Consultant 2	\$137.00	\$140.56	\$144.22	\$147.10
Consultant 3	\$121.00	\$124.15	\$127.37	\$129.92
Right of Way Tech	\$84.00	\$86.18	\$88.42	\$90.19
Appraisal	\$194.00	\$199.04	\$204.22	\$208.30
Admin	\$63.00	\$63.82	\$64.65	\$65.49
Jacobs Associates				
Principal	\$250.00	\$256.50	\$263.17	\$268.43
Lead Associate	\$210.00	\$215.46	\$221.06	\$225.48
Associate	\$190.00	\$194.94	\$200.01	\$204.01
Sr Project Technical	\$180.00	\$184.68	\$189.48	\$193.27
Project Technical	\$155.00	\$159.03	\$163.16	\$166.43
Sr Staff Technical	\$140.00	\$143.64	\$147.37	\$150.32
Staff Technical	\$120.00	\$123.12	\$126.32	\$128.85
CAD Designer	\$110.00	\$112.86	\$115.79	\$118.11
Technical Editor	\$125.00	\$128.25	\$131.58	\$134.22
Engineering Solutions				
Dan Hertel	\$150.00	\$153.90	\$157.90	\$161.06
Gregg Korbin				
Gregg Korbin	\$220.00	\$225.72	\$231.59	\$236.22
Geosystems, L.P.				
Principal	\$240.00	\$246.24	\$252.64	\$257.70
Norcal Geophysical Consultants				
Principal	\$139.00	\$142.61	\$146.32	\$149.25
Associate	\$81.00	\$83.11	\$85.27	\$86.97
Senior	\$67.00	\$68.74	\$70.53	\$71.94
Tech	\$63.00	\$64.64	\$66.32	\$67.64
Graphics	\$44.00	\$45.14	\$46.32	\$47.24
Admin	\$58.00	\$58.75	\$59.52	\$60.29

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FEES AND PAYMENTS**

SAGE Engineers				
QA Reviewer	-	-	-	\$275.00
Principal	-	-	-	\$250.00
Sr. Associate	-	-	-	\$225.00
Associate	-	-	-	\$190.00
Senior Engineer	-	-	-	\$175.00
Sr. Project Engineer	-	-	-	\$156.00
Project Engineer	-	-	-	\$128.00
Staff Engineer	-	-	-	\$120.00
CADD 1	-	-	-	\$140.00
Clerical	-	-	-	\$114.00

3. Upon the written approval of the District's Deputy DOO 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.
4. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent Monthly Project Status Progress report to the District.
5. Not-to-exceed fees and services to be performed under Supplemental Services will commence only after written approval from the District's DOO.
6. Expenses incurred by the Consultant for subconsultants providing professional services will be reimbursed at actual cost plus 5%.
7. All other direct expenses not included in overhead including, but not limited to, mapping, rendering, printouts, rented and leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, will be billed monthly at cost based on a percent complete basis for each Task as approved by the District's Project Manager.
8. 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 incurred from District Headquarters or Consultant's and subconsultants' firm addresses, whichever is closer to the destination, to Project site and to meeting locations such as community outreach meetings, partnering meetings, Dispute Review Board meetings, and meetings with regulatory agencies, if directed or authorized by the District. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.

9. 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:
 - a. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.
 - b. Direct charges by Scope of Service Task.
 - c. Consultant's summary of the amount Consultant has been billed by their subconsultants and further detailed by Scope of Service Task.
 - d. Direct charges must reflect actual fees versus the Agreement not-to-exceed fees in this Revised Appendix Two.
10. Billing statements, transmitted separately from the Monthly Project Status reports, will be organized such that the billing categories correspond with the Scope of Services tasks.
11. Before submitting monthly invoices, the Monthly Project Status 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.
12. District's Project Manager will review hardcopy invoice within 5 working days of receipt, address any questions with Consultant's Project Manager, and approve the undisputed amount of the invoice within 10 working days of receipt of the invoice. District will pay undisputed invoice amounts within 30 calendar days from date invoice is received by District's Project Manager.
13. Prevailing Wages
 - a. The services to be performed pursuant to this Agreement are considered "Public Works" subject to California Labor Code § 1771, et. seq. and the applicable implementing regulations.
 - b. Labor Code Section § 1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's services include such work, Consultant and its subconsultants must comply with all Labor Codes applicable to prevailing wages.

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

- c. The Consultant and its subconsultants shall not engage in the performance of public work, as defined in California Labor Code Section 1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5.
 - d. 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.
 - e. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. The Consultant and subconsultants must furnish the records specified in Labor Code § 1776 directly to the Labor Commissioner monthly, in a format prescribed by the Labor Commissioner.
 - f. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement 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.
14. 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.
15. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.
16. **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 40% 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.

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**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

1. This Agreement commences on the date specified in the introductory paragraph of this Agreement. This Agreement expires January 31, 2020 unless its term is modified by a written amendment hereto, signed by both Parties prior to its expiration.
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 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 Section VII DELAYS AND EXTENSIONS.
6. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and such approval will be confirmed in writing.

PROJECT SCHEDULE

Task	Milestone/Deliverables	Milestone Dates or Duration from Agreement NTP
1	Project Management	Term of Agreement
1.1	Planning Phase Work Plan Support	COMPLETE
1.2	Monthly Status Reports	84 months
1.3	Monthly Coordination/Progress Meetings	84 months
1.4	Workshops/Coordination Meetings	COMPLETE

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SCHEDULE OF COMPLETION**

Task	Milestone/Deliverables	Milestone Dates or Duration from Agreement NTP
2	Planning Study	
2.1.1	Fault Displacement TM	COMPLETE
2.1.2	Draft IRRM TM	COMPLETE
2.1.2	Revised Draft IRRM TM	COMPLETE
2.1.2	Final IRRM TM	COMPLETE
2.1.2	Draft Problem Definition Memorandum	COMPLETE
2.1.2	Final Problem Definition Memorandum	COMPLETE
2.2.1	Alternatives Evaluation Model	COMPLETE
2.2.2	Draft Conceptual Alternatives Report	COMPLETE
2.2.2	Final Conceptual Alternatives Report	COMPLETE
2.2.3	Feasible Alternatives Matrix	COMPLETE
2.2.4	Draft Staff-Recommended Alternative Report	COMPLETE
2.2.4	Final Staff-Recommended Alternative Report	COMPLETE
2.2.5	Draft Planning Study Report	COMPLETE
2.2.5	Draft Updated Planning Study Report	60 calendar Days from Amendment 3 effective date
2.2.5	Revised Draft Planning Study Report	COMPLETE
2.2.5	Revised Draft Updated Planning Study Report	14 calendar days from receipt of District Comments
2.2.5	Final Planning Study Report	COMPLETE
2.2.5	Final Updated Planning Study Report	14 calendar days from receipt of District Comments
2.2.5	Project Requirements Memorandum	COMPLETE
2.2.6	Draft Planning-to-Design Transition Report	COMPLETE
2.2.6	Final Planning-to-Design Transition Report	COMPLETE

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

Task	Milestone/Deliverables	Milestone Dates or Duration from Agreement NTP
3	Environmental Documentation and Permit Support	
3.1	Draft Regulatory and CEQA/NEPA Strategy TM	COMPLETE
3.1	Final Regulatory and CEQA/NEPA Strategy TM	COMPLETE
3.2	Draft Data Collection Memorandum	COMPLETE
3.2	Final Data Collection Memorandum	COMPLETE
3.3	Draft EIR/EIS – Admin Draft	COMPLETE
3.3	Draft EIR/EIS – Revised Draft	60 calendar days from Receipt of District Comments and 30% Design Documents
3.3	Draft EIR/EIS – Screen Check	30 calendar days from Receipt of District Comments
3.3	Draft EIR/EIS – Public Draft	20 calendar days from Receipt of District Comments
3.3	Final EIR/EIS – Admin Draft	154 calendar days from Public Review of Admin Draft
3.3	Final EIR/EIS – Revised Draft	20 calendar days from Receipt of District Comments
3.3	Final EIR/EIS – Screen Check	20 calendar days from Receipt of District Comments
3.3	Final EIR/EIS – Public Draft	20 calendar days from Receipt of District Comments
3.3	Mitigation Monitoring and Reporting Program	With EIR/EIS
3.3	Draft CEQA Justification Memo	With EIR/EIS
3.3	Final CEQA Justification Memo	With EIR/EIS
3.3	Draft Findings of Fact and Statement of Overriding Considerations	With EIR/EIS
3.3	Final Findings of Fact and Statement of Overriding Considerations	With EIR/EIS
3.3	Draft CEQA/NEPA Notices	With EIR/EIS

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

Task	Milestone/Deliverables	Milestone Dates or Duration from Agreement NTP
3.3	Final CEQA/NEPA Notices	With EIR/EIS
3.4	Draft Permit Applications	60 calendar days from completion of public review of Draft EIR/EIS
3.4	Revised Draft Permit Applications	20 calendar days from Receipt of District Comments
3.4	Final Permit Applications	10 calendar days from Receipt of District Comments
3.4	Draft Biological Assessments	40 calendar days from Public Review, Draft EIR/EIS
3.4	Revised Draft Biological Assessments	30 calendar days from Receipt of District Comments
3.4	Final Biological Assessments	10 calendar days from Receipt of District Comments
3.4	Draft Wetland Delineation	COMPLETE
3.4	Revised Draft Wetland Delineation	30 calendar days from Receipt of District Comments
3.4	Final Wetland Delineation	10 calendar days from Receipt of District Comments
3.4	Draft Section 106 Report	60 calendar days from Admin Final EIR/EIS
3.4	Revised Draft Section 106 Report	20 calendar days from Receipt of District Comments
3.4	Final Section 106 Report	10 calendar days from Receipt of District Comments
4	Design Support	
4.1	30% Design Review Memorandum	10 calendar days from Receipt of Design Documents
4.2	60% Design Review Memorandum	10 calendar days from Receipt of Design Documents

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

Task	Milestone/Deliverables	Milestone Dates or Duration from Agreement NTP
4.3	90% Design Review Memorandum	10 calendar days from Receipt of Design Documents
5	Supplemental Services	
5.1	Draft Regulatory and Endangered Species Strategy TM	90 calendar days from Task Order NTP
5.1	Final Regulatory and Endangered Species Strategy TM	30 calendar days from Receipt of District Comments
5.2	Supplemental Services – Other	Term of Agreement
5.3	Supplemental Services – Dewatering Plan	90 calendar days from Task Order NTP

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**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED APPENDIX FOUR
INSURANCE**

Please refer to the insurance requirements listed below.

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.

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 the District with copies of 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 the District before services commences.** In the event of a claim or dispute, the 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.

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:

\$22,000,000 per occurrence/\$22,000,000 aggregate limits for bodily injury and property damage

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed pursuant to 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.
- f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Consultant's liability insurance policy, an

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED APPENDIX FOUR
INSURANCE**

endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by the District, its Directors, officers, employees, agents or volunteers must be in excess of Consultant's insurance and must not contribute to it.

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:
 - (1) Certificate of Insurance shall clearly state that the coverage is claims-made.
 - (2) Policy retroactive date must coincide with or precede the Consultant's start of services (including subsequent policies purchased as renewals or replacements).
 - (3) Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - (4) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.

4. Workers' Compensation and Employer's Liability Insurance.

- a. Statutory California Workers' Compensation coverage covering all work to be performed for the District.
- b. Employer Liability coverage for not less than \$1,000,000 per occurrence.
- c. In accordance with the provisions of Section 3700 of the California Labor Code, Consultant is required to secure Workers' Compensation insurance for its employees. Consultant must obtain and keep in full force and effect Workers'

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED APPENDIX FOUR
INSURANCE**

Compensation insurance necessary in connection with the performance of this Agreement to protect Consultant and its employees pursuant to the Workers' Compensation Insurance and Safety Act, including coverage pursuant to United States Longshoremen's and Harbor Worker Act, when applicable. Such insurance must be in a standard form and relieve the District of all responsibility. Prior to performing the Scope of Services, Consultant must provide the District with a certificate(s) of insurance evidencing that said requirements are fully in effect in addition to the 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 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 services. 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: 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. Note: Editions dated 07/04 are not acceptable.)

2. **Primacy Clause:** Consultant's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST provide Thirty (30) days notice of cancellation, (ten (10) days notice for non-payment of premium).** **NOTE: The standard wording in the ISO Certificate of Insurance is *not* acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: "... endeavor to ..." AND "... but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
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 Management Administrator.
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

**AMENDMENT NO. 3 TO AGREEMENT A3578A
REVISED APPENDIX FOUR
INSURANCE**

provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6. **Subconsultants:** Some of the services pursuant to this Agreement are sublet. The Consultant must require each of its subconsultants of any tier to carry the aforementioned coverages, or Consultants may insure subconsultants pursuant to its own policies.
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:** With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees on 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, or Professional policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
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.
11. **Please mail the certificates and endorsements to:**

**Michael Mooers, Associate Civil Engineer
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

IMPORTANT: On the certificate of insurance, please note:

**Michael Mooers, Associate Civil Engineer
Anderson Dam Seismic Retrofit Project — Planning and Environmental Consultant
Services, CAS No. 4407, Agreement A3578A**

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