

**AMENDMENT NO. 1 TO AGREEMENT A4264A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND CAL ENGINEERING & GEOLOGY, INC.**

This Amendment No. 1 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consultant Agreement A4264A (Agreement) dated May 28, 2019, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) hereinafter called Valley Water and CAL ENGINEERING & GEOLOGY, INC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing professional on-call geotechnical engineering services for Valley Water in support of the Capital Improvement Program projects in all phases of development including planning, design, and construction, and in support of ongoing operations and maintenance work; and

WHEREAS, the Parties desire to increase the not-to-exceed fee to provide funds for Consultant to continue performing on-call geotechnical engineering services at the consistently higher than originally anticipated current volume and level of necessity experienced to date; to update the Standard On-Call Consultant Agreement language; increase the task order limit; and incorporate administrative changes.

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

1. The Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, is amended to state as follows:

“19. Choice of Law and Venue

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

20. No Third-Party Beneficiaries

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

21. Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be

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affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

22. **Debt Limitation**

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

23. **Appendices**

The following listed Appendices are incorporated herein by this reference as though set forth in full:

Revised Appendix One to the Revised Standard On-Call Consultant Agreement - Additional Legal Terms (REVISED)

Appendix Two to the Revised Standard On-Call Consultant Agreement - Dispute Resolution (UNCHANGED)

Appendix Three to the Revised Standard On-Call Consultant Agreement - Task Order Template (UNCHANGED)

Revised Appendix Four to the Revised Standard On-Call Consultant Agreement - Insurance Requirements (REVISED)

24. **Schedules and Attachments.** Schedule OC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One to Schedule OC - Fees and Payments (REVISED)

Attachment Two to Schedule OC - Schedule of Completion (UNCHANGED)

Revised Attachment Three to Schedule OC - Consultant's Key Staff and Subconsultants (REVISED)

Attachment Four to Schedule OC - Reference Materials (UNCHANGED)"

2. Appendix One to the Standard On-Call Consultant Agreement, Additional Legal Terms is amended as set forth in the Revised Appendix One to the Revised Standard On-Call Consultant Agreement, Additional Legal Terms, attached hereto and incorporated herein by this reference.
3. Appendix Four to the Standard On-Call Consultant Agreement, Insurance Requirements, is amended as set forth in the Revised Appendix Four to the Standard On-Call Consultant Agreement, Insurance Requirements, attached hereto and incorporated herein by this reference.
4. Schedule OC - Scope of Services, Section 1. is amended to state as follows:

"1. REPRESENTATIVES

**AMENDMENT NO. 1 TO AGREEMENT A4264A
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AND CAL ENGINEERING & GEOLOGY, INC.**

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

Madhu Thummaluru (Valley Water Project Manager)
Senior Engineer
Dam Safety Program and Project Delivery Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-2256
Email: mthummaluru@valleywater.org

Hemang Desai (Valley Water Unit Manager)
Dam Safety Program Manager
Dam Safety Program and Project Delivery Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-3017
Email: hdesai@valleywater.org

Rechelle Blank (Division Deputy Operating Officer)
Watersheds Design and Construction Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-2615
Email: rblank@valleywater.org

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

Dan Peluso (Consultant Project Manager or CPM)
Cal Engineering & Geology, Inc.
Senior Principal Engineer
6455 Almaden Expwy., #100, San José, CA 95120

Phone: (925) 433-5018
Email: dpeluso@caleng.com

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

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Daniel J. Peluso (Consultant Principal Officer)
Cal Engineering & Geology, Inc.
Senior Principal Engineer
6455 Almaden Expwy., Suite 100,
San José, CA 95120

Phone: (925) 433-5018
Email: dpeluso@caleng.com"

5. Attachment One to Schedule OC, Fees and Payments is amended as set forth in the Revised Attachment One to Revised Schedule OC, Fees and Payments, attached hereto and incorporated herein by this reference.
6. Attachment Three to Schedule OC, Consultants Key Staff and Subconsultants is amended as set forth in the Revised Attachment Three to Revised Schedule OC, Consultants Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.
7. All other terms and conditions of the Agreement not otherwise amended as stated herein remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A4264A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: _____
Chair, Board of Directors

Date: _____

CAL ENGINEERING & GEOLOGY, INC.
Consultant

By: _____
Daniel J. Peluso
Senior Principal Engineer

Date: _____

Consultant's Address:

ATTEST: _____
6455 Almaden Expressway, #100
San José, CA 95120

Michele L. King, CMC
Clerk, Board of Directors

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REVISED APPENDIX ONE ADDITIONAL LEGAL TERMS

1. Conflict of Interest for Future Services

Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not submit a proposal:

- A. For any agreement to be awarded for planning, design, construction management or construction of any project that is related to the Services provided pursuant to this Agreement;
- B. 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
- C. For any single or sole source products/services related to the Services pursuant to this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.

2. Dispute Resolution

If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in the Revised Standard On-Call Consultant Agreement, Appendix Two Dispute Resolution.

3. 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 **60%** or more of the Total Not-to-Exceed Fees stated in the Revised Standard On-Call Consultant Agreement, Revised Schedule OC, Revised Attachment One Fees and Payments, and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by the District.
- B. Task Orders are subject to approval by the District's Deputy Operating Officer unless delegated to the Unit Manager.
- C. District Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$ [Authorization Amount]. [NOT USED]
- D. The total not-to-exceed amount for any one Task Order shall not exceed \$250,000.

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REVISED SCHEDULE OC REVISED ATTACHMENT ONE FEES AND PAYMENTS

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

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

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

In addition to certificates, Consultant must furnish Valley Water with copies of all original endorsements affecting coverage required by this Revised 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 Valley Water before the Agreement is executed.** In the event of a claim or dispute, Valley Water has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Revised Appendix Four Insurance Requirements.

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

Certificates of Insurance

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

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

The certificates will:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A4264A / CAS No. 4940**

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REVISED SCHEDULE OC REVISED ATTACHMENT ONE FEES AND PAYMENTS

IMPORTANT: The agreement or CAS number must be included.

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

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

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

Maintenance of Insurance

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

Renewal of Insurance

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

Consultant shall instruct its insurance broker/agent to:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A4264A / CAS No. 4940**

IMPORTANT: The agreement or CAS number must be included.

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

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**REVISED SCHEDULE OC
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

Required Coverages

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

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

General Liability insurance must include:

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

2. Business Auto Liability Insurance with coverage as indicated:

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

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

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

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

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

4. Workers' Compensation and Employer's Liability Insurance

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

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REVISED SCHEDULE OC REVISED ATTACHMENT ONE FEES AND PAYMENTS

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

General Requirements

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

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

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

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the Valley Water, its Directors, its officers, agents and employees, and the Valley Water's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the Valley Water.
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 Valley Water's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the Valley Water. At the option of the Valley Water, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Valley Water, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for

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REVISED SCHEDULE OC REVISED ATTACHMENT ONE FEES AND PAYMENTS

ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the Valley Water.

7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the Valley Water must not be deemed to release or limit any liability of Consultant. Damages recoverable by the Valley Water for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the Valley Water to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Required Coverages:** The required Per-Occurrence and Aggregate limits can be met using a combination of primary and excess (umbrella) coverages.
11. **Non-compliance:** The Valley Water reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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**REVISED SCHEDULE OC
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Auto Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	
Professional Liability:	A.	Limits (\$5,000,000)	
	B.	Cancellation Endorsement	

Appendix IV ConsultantGL2AL2PL2_rev. 7.20.20/CAS rev. 12.22.20

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REVISED SCHEDULE OC REVISED ATTACHMENT ONE FEES AND PAYMENTS

1. Total Authorized Funding.

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **\$1,750,000 (Not-to-Exceed Fees or NTE)**. Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by the Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by the Valley Water may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement.**

2. Terms and Conditions.

Payments for Services performed, as described in each Task Order, which applies to the specific Services, will be based on the following terms:

- A. The Valley Water will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly Rate and Unit Rate Schedule(s).
- B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and the Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or **2.5%** whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the Valley Water's Deputy Operating Officer.
- C. Reimbursable Expenses.
 1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by the Valley Water Project Manager will be billed on a monthly basis at actual cost plus 5% linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. The 5% markup will be applied only

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REVISED SCHEDULE OC REVISED ATTACHMENT ONE FEES AND PAYMENTS

once, either by the Consultant or by its subconsultants, subcontractors, or vendors.

2. Equipment purchased on behalf of the Valley Water that costs \$50 or more must receive the prior written approval of the Valley Water Project Manager. All equipment purchased on behalf of the Valley Water and paid for by the Valley Water shall become the property of the Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
3. Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager. For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager for a different type of vehicle.
4. Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost. The 5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.

D. For staff with rates exceeding the rate of \$[RATE LIMIT]/hr, the Consultant must obtain written approval from the Valley Water Project Manager as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]

E. Prevailing Wage Requirements

1. The Scope of Services described in Tasks 1- 6 is considered by the Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Revised Standard Consultant Agreement Section Four, Fees and Payments, subsection 3., Prevailing Wages.
2. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in the Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

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REVISED ATTACHMENT ONE
FEES AND PAYMENTS****HOURLY/UNIT RATE SCHEDULE**

CLASSIFICATION	Original Hourly/Unit Rates Effective May 28, 2019	Annual Hourly/Unit Rates Effective May 28, 2020
Consultant: Cal Engineering & Geology, Inc.		
Senior Principal Geotechnical Engineer or Geologist	\$260	\$267
Principal Geotechnical Engineer or Geologist	\$196	\$201
Consulting Geotechnical Engineer or Geologist	\$207	\$212
Associate Geotechnical Engineer or Geologist	\$157	\$161
Senior Geotechnical Engineer or Geologist	\$154	\$158
Project Engineer or Geologist	\$102	\$105
Staff Engineer or Geologist	\$95	\$97
Project Assistant / Administrative	\$75	\$77
Senior GIS/CADD Specialist	-	\$91
GIS/CADD Specialist	-	\$90
UAS Manager	-	\$120
Field Technician - straight time (prevailing wage)	\$149	\$153
Field Technician - overtime (after 8 hrs., 1st 8 hrs Sat)	\$189	\$194
Field Technician - 2x (after 8 hrs. Sat; Sun, holidays)	\$231	\$237
Subconsultant: GEI Consultants, Inc.		
Senior Consultant - Grade 8	\$288	\$295
Senior Professional - Grade 7	\$237	\$243
Senior Professional - Grade 6	\$195	\$200
Senior Professional - Grade 5	\$153	\$157
Project Professional - Grade 4	\$139	\$142
Project Professional - Grade 3	\$123	\$126
Staff Professional - Grade 2	\$106	\$109
Senior CADD Drafter and Designer	\$128	\$131
Word Processor, Administrative Staff	\$99	\$101
Subconsultant: InfraTerra, Inc.		
Senior Principal Geologist	\$231	\$237
Principal Geologist	\$216	\$221
Senior Geologist	\$183	\$188
Project Geologist	\$122	\$125

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FEES AND PAYMENTS

CLASSIFICATION	Original Hourly/Unit Rates Effective May 28, 2019	Annual Hourly/Unit Rates Effective May 28, 2020
Subconsultant: Exploration GeoServices, Inc. (Soil Borings)		
Drill Rig / 2-man Crew, hollow stem	\$314	\$322
Drill Rig / 2-man Crew, mud rotary	\$333	\$341
Overtime Surcharge	\$61	\$63
Subconsultant: Pitcher Services, LLC (Soil Borings)		
Mud Rotary Drill Rig / 2-man Crew	\$422	\$433
CME 850 Track mounted HAS/Rotary / 2-man Crew	\$467	\$479
California Push Technologies, Inc. (Cone Penetration Test Soundings)		
Truck or Track-Mounted CPT Rig (straight time, PW)	\$380	\$390
Subconsultant: Britton Exploration, Inc. (Limited Access Soil Borings)		
Track-Mounted Drilling Rig	\$335	\$343
Subconsultant: Ruggeri Jensen Azar (Surveyors)*		
Field Survey Manager		\$197
1-Person Survey Crew		\$180
2-Person Survey Crew		\$283
3-Person Survey Crew		\$340
Consultant: Cal Engineering & Geology, Inc.		
Moisture Content (ASTM D 2216)	\$22	\$23
Moisture & Density (ASTM D 4318)	\$30	\$31
Atterberg Limits (ASTM D 4318)	\$196	\$201
Compaction Curve, 4" mold (ASTM D 1557)	\$249	\$255
Compaction Curve, 6" mold (ASTM D 1557)	\$308	\$316
Wash over #200 Sieve (ASTM D 1140)	\$69	\$71
Sieve Analysis with #200 Wash (ASTM D 422)	\$143	\$147
Sieve & Hydrometer (ASTM D 422)	\$223	\$229

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REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

SUBCONTRACTOR LAB TESTING

Subconsultant: Cooper Testing Labs	Original Hourly/Unit Rates Effective May 28, 2019	Annual Hourly/Unit Rates Effective May 28, 2020
Moisture (MC)	\$21	\$22
MD, 2-2.5" diameter	\$25	\$26
MD 3" diameter	\$36	\$37
PI Dry (CTL default)	\$171	\$175
PI Wet Prep	\$245	\$251
Sieve (SA)-3/4" / +3/4"	\$115/\$186	\$118/\$191
Sieve + Hydrometer	\$192	\$197
-#200Wash	\$83	\$85
Specific Gravity(-#4)	\$93/\$116	\$95/\$119
Specific Gravity(+#4)	\$165	\$169
% Organics	\$93	\$95
Total Porosity	\$115	\$118
Effective Porosity	\$247	\$253
UC-Soil	\$77	\$79
Direct Shear - CU	\$98/point	\$100/point
Direct Shear - CD	\$219/point	\$224/point
TX-UU	\$142	\$146
TX-ICU	\$242/point	\$248/point
TX-ICU- Staged	\$484/2-3 pts.	\$496/2-3 pts.
TX-ICU-PP	\$494/point	\$506/point
TX-ICU-PP- Staged	\$988/2-3 pts.	\$1,013/2-3pts.
Torsional peak / res	\$343/\$322 per pt	\$352/\$330 per pt
Torsional peak and res	\$665/pt	\$682/pt
Incremental - Consol	\$395	\$405
SS/+Expansion-Pressure	\$300	\$308
Shrink Swell (SS)	\$165	\$169
Expansion Pressure	\$165	\$169
Expansion Index, ASTM	\$412	\$422
Permeability 2-3" dia.	\$334	\$342
Modified Proctor 4" / 6"	\$274/\$327	\$281/\$335
Max Index Density .1 / .5ft3	\$252/\$380	\$258/\$390
Min. Index Density .1 / .5ft3	\$125/\$252	\$128/\$258
R-Value	\$262	\$269
R-value-batch/admix	\$296/\$321	\$303/\$329
CBR	\$867	\$889
Sand Equivalent (SE)	\$115	\$118
Class II AB Spec	\$788	\$808
Durability Index, Fine / Coarse	\$136/\$164	\$139/\$168
LA Abrasion (ASTM C131)	\$252	\$258
Sulfate Soundness	\$164/frac.	\$168/frac.

AMENDMENT NO. 1 TO AGREEMENT A4264A

**REVISED SCHEDULE OC
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

Subconsultant: Cooper Testing Labs	Original Hourly/Unit Rates Effective May 28, 2019	Annual Hourly/Unit Rates Effective May 28, 2020
Remolding, per point	\$65	\$67
Junior Technician/hr	\$115	\$118
Senior Technician/hr	\$142	\$146
Principal/hr	\$175	\$179
Sample Pick-up	\$87	\$89
Subconsultant: Signet Testing Labs		
Moisture (MC)	\$65	\$67
MD, 2-2.5" diameter	\$135	\$138
PI (ASTM 4318), Dry prep / Wet prep	\$295 / \$320	\$302/\$328
Sieve (SA)-1/4" to -200	\$195	\$200
-#200Wash	\$195	\$200
Specific Gravity	\$225	\$231
% Organics	\$225	\$231
UC-Soil	\$125	\$128
Direct Shear, UU	\$225/point	\$231/point
Direct Shear, CU	\$265/point	\$272/point
Direct Shear, CD, Sandy soil	\$295/point	\$302/point
Direct Shear, CD, Clayey soil	\$325/point	\$333/point
TX-UU	\$195	\$200
TX-ICU-PP	\$495/point	\$507/point
Incremental - Consolidation	\$385	\$395
Shrink Swell (SS)	\$225	\$231
Expansion pressure	\$185	\$190
Permeability, Sandy soil	\$395	\$405
Permeability, Clayey soil	\$465	\$477
Modified Proctor 4"/ 6"	\$375/\$425	\$384/\$436
R-Value	\$395	\$405
R-value-batch/admix, lab mixed	\$475	\$487
CBR	\$825	\$846
Sand Equivalent (SE)	\$265	\$272
Durability Index, Fine / Coarse	\$265/\$265	\$272/\$272
LA Abrasion (ASTM C131) 500 rev	\$295	\$302
Soundness	\$195/frac.	\$199/frac
Mohs Hardness	\$295	\$302
Subconsultant: ISI Geotechnical Lab		
Moisture (MC)	\$36	\$37
MD, 2-2.5" diameter	\$46	\$47
PI (ASTM 4318)	\$200	\$200
Sieve (SA)-1/2" to -200	\$129	\$132
Sieve + Hydrometer	\$227	\$233
-#200Wash	\$83	\$85

AMENDMENT NO. 1 TO AGREEMENT A4264A

REVISED SCHEDULE OC
REVISED ATTACHMENT ONE
FEES AND PAYMENTS

Subconsultant: Cooper Testing Labs	Original Hourly/Unit Rates Effective May 28, 2019	Annual Hourly/Unit Rates Effective May 28, 2020
Specific Gravity	\$180	\$185
% Organics	\$103	\$105
UC-Soil	\$113	\$115
Direct Shear	\$175/point	\$179/point
TX-UU	\$144	\$148
TX-ICU-PP	\$530/point	\$543/point
Incremental - Consolidation	\$402	\$412
Swell or Collapse	\$340	\$349
Permeability	\$376	\$385
Modified Proctor 4"/ 6"	\$268/\$324	\$270/\$325
R-Value	\$479	\$491
R-value-batch/admix	\$592	\$607
CBR	\$767	\$786

* Additional subconsultants were added through a Valley Water internal administrative process after original Agreement was executed.

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AMENDMENT NO. 1 TO AGREEMENT A4264A
REVISED SCHEDULE OC
REVISED ATTACHMENT THREE
CONSULTANTS KEY STAFF AND SUBCONSULTANTS

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

Team Member	Classification	Project Role	Contact Information
Dan Peluso	Senior Principal Geotechnical Engineer	Principal Engineer	6455 Almaden Expwy., #100 San José, CA 95120 (925) 433-5018 dpeluso@caleng.com
Phil Gregory	Senior Principal Geotechnical Engineer	Senior Principal Engineer	785 Ygnacio Valley Road Walnut Creek, CA 94596 (925) 433-5016 pgregory@caleng.com
G. Reid Fisher	Senior Principal Geologist	Principal Geologist	6455 Almaden Expwy., #100 San José, CA 95120 (925) 433-5017 rfisher@caleng.com
Paul Sorci	Associate Geotechnical Engineer	Associate Engineer	6455 Almaden Expwy., #100 San José, CA 95120 (925) 433-5001 psorci@caleng.com
Mark Myers	Principal Geotechnical Engineer	Principal Engineer	785 Ygnacio Valley Road Walnut Creek, CA 94596 (925) 433-5014 mmyers@caleng.com
Kevin Loeb	Project Geologist	Project Geologist	6455 Almaden Expwy., #100 San José, CA 95120 (925) 433-2302 kloeb@caleng.com
Dave Burger	Associate Geologist	Associate Geologist	785 Ygnacio Valley Road Walnut Creek, CA 94596 (925) 433-5012 dburger@caleng.com
Eli Zane	Associate Geotechnical Engineer	Associate Engineer	785 Ygnacio Valley Road Walnut Creek, CA 94596 (925) 433-5013 ezane@caleng.com

AMENDMENT NO. 1 TO AGREEMENT A4264A
REVISED SCHEDULE OC
REVISED ATTACHMENT THREE
CONSULTANTS KEY STAFF AND SUBCONSULTANTS

Team Member	Classification	Project Role	Contact Information
Mehal Vitthal	Senior Engineer	Senior Engineer	6455 Almaden Expwy., #100 San José, CA 95120 (925) 433-2303 mvitthal@caleng.com
Rocio Briseno	Project Geologist	Project Geologist	785 Ygnacio Valley Road Walnut Creek, CA 94596 (925) 433-5011 rbriseno@caleng.com
Jim Nelson	Consulting Geologist	Engineering Geologist Consultant	785 Ygnacio Valley Road Walnut Creek, CA 94596 (831) 801-9866 pacrimgeo@gmail.com

2. The following Subconsultants are authorized to perform services pursuant to this Agreement:

Firm	Project Role	Contact Information
GEI Consultants, Inc.	Geotechnical Engineering and Engineering Geology Subconsultant	Leonard Sansone 180 Grand Avenue, Suite 1410 Oakland, CA 94612 (510) 350-2903 lsansone@geiconsultants.com
InfraTerra, Inc.	Geoscience and Engineering Subconsultant	Christopher Hitchcock 5 Third St., Suite 420 San Francisco, CA 94103 (925) 818-3690 chitchcock@infraterra.com
Exploration GeoServices, Inc.	Drilling Company	John Collins 1535 Industrial Avenue San José, CA 95112 (408) 280-6822 john@explorationgeo.com
California Push Technologies, Inc.	Cone Penetration Test (CPT) Provider	John Rogie 820 Aladdin Avenue San Leandro, CA 94577 (510) 357-3677 john@cptinc.com

AMENDMENT NO. 1 TO AGREEMENT A4264A
REVISED SCHEDULE OC
REVISED ATTACHMENT THREE
CONSULTANTS KEY STAFF AND SUBCONSULTANTS

Firm	Project Role	Contact Information
Britton Exploration, Inc.	Drilling Company	Paul Britton 23051 Evergreen Ln Los Gatos, CA 95033-9219 (408) 355-5781 paul@brittonexploration.com
Pitcher Services, LLC	Drilling Company	Terry Shewchuk 218 Demeter Street East Palo Alto, CA 94303 (650) 328-8910 tshewchuk@pitcherdrilling.com
Ruggeri Jensen Azar	Surveyors	Jeffrey Vest, LST 4909 Field Survey Manager 8055 Camino Arroyo Gilroy, CA 95020 G: (408) 848-0300 ext. 342 O: (408) 848-0313 C: (408) 422-3900 JVest@RJA-GPS.COM
ISI Inspection Services DBA Inspection Services, Inc.	Soil Testing Lab	John Hunt 1798 University Avenue Berkeley, CA 94703 (510) 900-2100 jhunt@inspectionservices.net
Signet Testing Labs, Inc.	Soil Testing Lab	Carla Collins 3526 Breakwater Ct. Hayward, CA 94545 (510) 887-8484 ccollins@signetttesting.com
Cooper Testing Labs, Inc.	Soil Testing Lab	Mike Davis 937 Commercial Street Palo Alto, CA 94303-4908 (650) 213-8436 mike@coopertestinglabs.com

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