

AMENDMENT NO. 2 TO AGREEMENT A3555A

Between the Santa Clara Valley Water District and Black and Veatch

This Amendment No. 2 ("Amendment"), effective as of the date it is fully executed by the parties, amends the terms and conditions of the Standard Consultant Agreement A3555A ("Agreement") dated January 24, 2012 and Amendment No. 1 dated April 1, 2014 between SANTA CLARA VALLEY WATER DISTRICT hereinafter called ("District") and BLACK AND VEATCH hereinafter called ("Consultant"), collectively, the "Parties."

RECITALS

WHEREAS, Consultant is currently performing project management services for the District's Anderson Dam Seismic Retrofit (Project); and

WHEREAS, the Parties desire to amend the Agreement for Consultant to perform project management services during the design phase of the Project; and

WHEREAS, the Agreement currently expires on June 30, 2014, the Parties desire to amend the Agreement to extend its term; increase the Agreement Total Not-to-Exceed amount to provide for additional compensation; and to modify the schedule for Consultant's performance in consideration of the added scope and extended term.

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

1. Appendix One, Scope of Services, is amended as set forth in the attached Revised Appendix One, Scope of Services, and incorporated herein by this reference.
2. Appendix Two, Fees and Payments, is amended to revise the Agreement Total Not-to-Exceed amount payable to Consultant for additional project management services to be performed during the design phase as set forth in the attached Revised Appendix Two, Fees and Payments, and incorporated herein by this reference.
3. Appendix Three, Schedule of Completion, is amended to extend the term of the Agreement to expire on July 30, 2016 and revise the Project Schedule to provide time for Consultant to perform services during the Project design phase as set forth in the attached Revised Appendix Three, Schedule of Completion and incorporated herein by this reference.
4. All other terms and conditions of Agreement A3555A and Amendment No. 1, not amended herein, remain in full force and effect.

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**Between the Santa Clara Valley Water District
and Black and Veatch**

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 2 TO AGREEMENT A3555A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

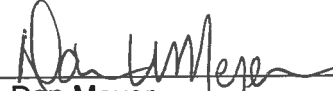
BLACK AND VEATCH
"Consultant"

By:



Tony Estremera
Chair/Board of Directors

By:



Dan Meyer
Senior Vice President
West Region Managing Director

Date:

6-24-14

Date:

June 9, 2014

ATTEST:

Firm Address:



Michele L. King, CMC
Clerk/Board of Directors

2999 Oak Road, Suite 490
Walnut Creek, CA 94597

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REVISED APPENDIX ONE

SCOPE OF SERVICES

This Revised Appendix One replaces the Original Appendix One, Scope of Services in its entirety. This Revised Appendix describes the tasks to be undertaken by Consultant in providing Project Management services for the District's Anderson Dam Seismic Retrofit Project (Project).

I. PROJECT OVERVIEW

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II. PROJECT BACKGROUND

The District manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. This system includes 10 dams and surface water reservoirs, 3 water treatment plants, nearly 400 acres of groundwater recharge ponds and more than 275 miles of streams.

One of the District's most critical water supply facilities is the Anderson Dam/Reservoir. The State of California Department of Water Resources, Division of Safety of Dams (DSOD) and the Federal Energy Regulatory Commission (FERC) have jurisdictional oversight of Anderson Dam facilities.

Anderson Dam (Dam) is an earth-fill dam with a maximum height of about 240 feet. The crest is approximately 1,400 feet long and is 25 to 43 feet wide at approximately elevation 648 feet, NAVD88. The upstream and downstream slopes are approximately 2.5 horizontal to 1 vertical (H:V). The zoned Dam includes upstream and downstream rockfill shells (Zones 1 and 4), a compacted clay core (Zones 2 and 3), and graded transition zones between the rockfill and clay core. The dam was originally constructed to elevation 641 feet, but was subsequently raised about 7 feet in 1987 using compacted fill. The existing volume of embankment is approximately 3.3 million cubic yards.

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

The District's consultant, AMEC Geomatrix, Inc., completed a Seismic Stability Evaluation of Anderson Dam in June, 2011. The study findings indicate that the downstream slope of the dam could become unstable and that the upstream slope and

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dam crest could experience excessive deformation during the maximum credible earthquake. This is due to the presence of poorly compacted, liquefiable soil layers including: (a) a 5 to 10-foot thick layer of weak fill material at the bottom of the downstream dam shell; and (b) a weak alluvial material under portions of the upstream shell. These weak soil layers are susceptible to a loss in strength when subjected to severe seismic shaking.

The study also included a fault rupture hazard evaluation for the dam site. This evaluation was performed because the Coyote Creek-Range Front fault zone, located in the vicinity of the dam, has been classified as conditionally active as defined by DSOD. The study findings did not provide information sufficient to establish that the Coyote Creek-Range Front fault zone is inactive, and indicated that the fault offset on the Coyote Creek-Range Front fault zone could be up to 4 feet.

III. PROJECT DELIVERY APPROACH

The District's Project delivery approach includes retaining four separate consulting firms as described below:

- A. The Project Management Consultant (PMC or Project Management Team) led by Black & Veatch Corporation has been retained to oversee and manage the delivery of the Project at the direction of the District.
- B. The Planning Consultant (PC or Planning Team) led by HDR Engineering, Inc has been retained to perform preliminary engineering services and to develop the required environmental documents (Environmental Impact Report [EIR] and Environmental Impact Statement [EIS]) and environmental regulatory permits in support of the Project. The Planning Consultant is responsible for defining deficiencies in existing facilities, defining criteria that provide a basis for engineering solutions to address the deficiencies, development of conceptual engineering solutions that address the deficiencies, and evaluation of the concepts and recommendation of a Project to the District for authorization by the District's Board of Directors ("Board").
- C. The Design Consultant (DC or Design Team) led by URS Inc., has been retained to perform engineering design services in support of the Project, including developing the Project design, preparing the construction documents, and providing engineering support for the bid process and during the construction phase of the Project. Engineering support services during the construction phase shall be negotiated with the design Consultant prior to the construction phase.
- D. The Construction Management Consultant (CM or Construction Manager) will be contracted to oversee the construction contract and coordinate with the Design Consultant during construction. The Construction Management Consultant will be procured prior to the construction phase of the Project.

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- E. Depending on several factors, such as availability of funding, satisfactory performance by the Consultant, as determined by the District, and direction from the District Board of Directors, this Agreement may be amended prior to the conclusion of this Agreement term and subsequent optional Agreement term extensions to include Project Management services during the construction and closeout phases. The performance criteria to be used by the District includes, but not limited to, the Consultant's ability to deliver the technical and management work products, successful implementation of the District's QEMS procedures, record of providing effective stakeholder communication, and ability to guide quality and risk management functions. The District may also consider negotiating an amendment to the Agreement to include Project Management services for other dam seismic retrofit projects.
- F. Regardless of the assessment by District of Consultant's performance at any time during the Agreement, the District reserves the right not to extend the term of the Agreement nor expand the scope.

IV. PROJECT OBJECTIVES

- A. The District's objectives for the Project include:
 - 1. Stabilize the dam embankment for the Maximum Credible Earthquake (MCE) on the Calaveras and Coyote Faults;
 - 2. Modify the existing spillway and/or raise the dam crest and make other modifications as required to accommodate the updated Probable Maximum Flood (PMF);
 - 3. Replace the outlet works to mitigate the potential fault rupture risk from the MCE on the Coyote Creek-Range Front fault zone; meet current State of California Department of Water Resources, Division of Safety of Dams (DSOD) emergency drawdown flow requirements, and provide additional flood management flow requirements for District's use; and
 - 4. Correct other dam safety deficiencies that are identified in Problem Definition Memorandum and through the Design Phase of Project delivery.
- B. The Consultant is responsible for the delivery of the Project by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives for the Project as follows:
 - 1. Resolve the seismic deficiencies per DSOD/ Federal Energy Regulatory Commission (FERC) standards;
 - 2. Meet the District's Dam maintenance and operational requirements;

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3. Meet the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures and guidelines;
4. Meet the requirements of all federal, state, and local laws and regulations required for Project delivery;
5. Meet requirements of the resource and regulatory agencies (permitting agencies) including DSOD and FERC;
6. Result in the District's Board of Directors, FERC, and DSOD approving Project decisions.

V. GENERAL ASSUMPTIONS

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VI. GENERAL CONDITIONS

- A. The Consultant is required to work closely and collaborate with the Phase Consultants, District Management, and District engineering, operations, and maintenance staff to gain the necessary understanding of the District's requirements, needs, operational constraints and preferences, so as to address and complete key milestones and deliverables associated with the Project objectives.
- B. The Consultant is responsible for performing the Scope of Services in compliance with all applicable federal, state, local, and District regulatory standards and guidelines.
- C. The Consultant shall use California State Licensed Contractors, Engineers, and Surveyors to perform the work appropriate to their licensing that is described in this Scope of Services. The Consultant shall make available upon request by the District, qualifications and licensing of personnel used in execution of the work.
- D. The Consultant shall use Microsoft Office software and versions of applications for word processing, spreadsheets, scanned documents, and the latest version of Computer Aided Drafting and Design (CADD) applications (if drawings/plans are included) that meets District software application standards used at the time the Project work starts.
- E. The Consultant shall submit deliverables in both electronic and hardcopy format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.

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

VII. PROJECT TASKS

Task 1—Project Management and Capital Project Delivery

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

Task 1A—Implement Capital Project Delivery

- 1A.1 Assist the District's Project Manager in the periodic preparation of project Change Management Memoranda.
- 1A.2 Assist the District's Project Manager to periodically update the Project Plan.
- 1A.3 Track and manage the District-approved Project Plan.
- 1A.4 Prepare updates to the Project Management Work Plan periodically, as needed.
- 1A.5 Prepare quarterly updates to the Master Project Schedule. Routinely monitor and track schedule.
- 1A.6 Prepare annual updates to the Cost Management Plan.

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- 1A.7 Prepare quarterly cost management reports that summarize Phase Consultant expenditures and which update the forecasted costs to complete the work.
- 1A.8 Prepare a Transition Report between the Design and Construction phases of work. This report will summarize correspondence and commitments the District has made with regulators, and will summarize work products the Consultant has produced.

Task 1B—Develop and Prepare Risk Management Strategy

- 1B.1 Prepare annual updates to the Project-specific Risk Management Plan.
- 1B.2 Prepare and maintain a risk register that includes potential costs and schedule consequences to the Project and plans for mitigation.
- 1B.3 Conduct risk review workshops with the Design Consultant and District staff at the 30%, 60%, and 90% levels of design completion.
- 1B.4 Develop probabilities of occurrence with cost and schedule consequences for key risks.
- 1B.5 Develop mitigation plans for key risks. For each risk item, document and manage the mitigation through the Design Phase of the Project. Make recommendations to the District on key risks that cannot be effectively mitigated in Design.

Task 1 Assumptions

- 1. Updates to the Project Plan will be performed semi-annually, with up to four updates to the Project Plan for the term of this Agreement.
- 2. Updates to the Project Management Work Plan and Cost Management Plan will be performed annually with up to two updates, one in early 2015 and one in early 2016.
- 3. Cost reports and updates to the Master Schedule will be performed quarterly.
- 4. The Planning and Design Consultants will be responsible for updates their individual Work Plans.
- 5. Mitigation Plans for key risks (including but not limited to, stability within the reservoir rim; flood risks during construction and overtopping of the cofferdam; borrow source availability; unforeseen geologic conditions) will be developed for up to 6 items agreed to in discussion with the District.

Task 1 Deliverables

- 1. Project Plan updates.
- 2. Updates to the Project Management Work Plan and Cost Management Plan.

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3. Cost reports.
4. Updates to the Master Schedule.
5. Mitigation Plans for Key Risks.
6. Updates to the Risk Management Plan.

Task 2—Coordination and Communication

This task addresses internal coordination and communication between the Consultant and District. Coordination and communication with the at-large public and other external stakeholders are covered in Tasks 4 and 5, respectively. Coordination and communication with the Phase Consultants for Planning and Design are addressed in Task 6.

Task 2A—Communication’s Plan

- 2A.1 Provide annual updates of the Project Communication’s Plan. Coordinate Plan updates with Tasks 4, 5, 6, and 9.

Task 2B—Coordinate with District Management

- 2B.1 Maintain routine contact and communication with the District’s Project Manager including preparation and participation in weekly 1:1 meetings.
- 2B.2 Prepare Monthly Project Status Reports and participate in monthly meetings with the Water Utility Capital Division (WUCD) Deputy Operating Officer (DOO).
- 2B.3 Prepare up to two Monthly Project Status Reports and participate in monthly meetings with the Water Utility Technical Services Division (WUTSD) DOO and the Dam Safety Unit Manager.

Task 2C—Coordinate with Operations and Maintenance (O&M) Staff

- 2C.1 Solicit administrative and technical requirements from District O&M staff and verify that the requirements have been addressed.
- 2C.2 Maintain liaison with District O&M staff as end user/customer.
- 2C.3 Solicit O&M staff input during Value Engineering (VE) and constructability reviews.
- 2C.4 Receive O&M staff input on potential safety concerns/considerations.

Task 2D—Coordinate with District Counsel

When requested by the District:

- 2D.1 Meet with District Counsel and the District Project Manager to discuss documents relating to the Project Construction Contract.

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- 2D.2 Provide technical input related to Project Management on legal issues, but not in a capacity that could be misconstrued to be providing legal advice.
- 2D.3 Advise on third party contractual, and risk management issues related to Project Management functions under third party agreements.

Task 2E—Prepare and Present Reports to Board

When requested by the District:

- 2E.1 Prepare and make presentations on Project-level status reports to the District's management, internal stakeholders and Board.
- 2E.2 Prepare meeting notes and action items.

Task 2F—Prepare Agenda Packages and other Materials for Board Meetings

When requested by the District:

- 2F.1 Assist with the preparation of agenda packages for Board meetings.
- 2F.2 Assist with the preparation of Chief Executive Officer (CEO) bulletins.
- 2F.3 Assist with the preparation of responses to Board questions.
- 2F.4 Assist with the preparation of graphics, PowerPoint presentations and other materials for Board meetings.

Task 2 Assumptions

- 1. Up to 100 1:1 meetings with the District Project Manager.
- 2. Up to 48 monthly Project status meetings with the WUCD DOO.
- 3. Up to 48 meetings with the WUTSD DOO and Dam Safety Unit Manager.
- 4. Up to two updates to the Communication's Plan in early 2015 and in early 2016.
- 5. Up to two meetings with District Counsel on Project contract terms related to the Construction Contract.
- 6. Semi-annual updates to the Board.

Task 2 Deliverables

- 1. Updates to the Project Communication's Plan.
- 2. Monthly Project Status Reports.
- 3. Status Reports for the WUTSD and Dam Safety Unit.
- 4. Board agenda packages and presentation materials.

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Task 3—Administrative Work

Task 3A—Establish and Maintain a Project-specific Document Control System

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

Task 3B—Maintain Project Correspondence and Decision and Action Item Logs

- 3B.1 Maintain Project-level correspondence logs, decision logs, and action items logs. Provide monthly updates of the tracking logs.

Task 3C—Geospatial Information System (GIS) Integration and Standards

- 3C.1 Provide updates to the GIS Management Plan.
- 3C.2 Provide work instructions and training on GIS requirements to the Planning and Design Consultants, as required.
- 3C.3 Verify compliance with the Project's GIS Data Management Plan, prepare annual plan updates to address the data needs of each Project phase, and ensure the data and GIS-based deliverables comply with the District's GIS standards.
- 3C.4 Provide GIS support in the preparation of presentation materials as well as specialized GIS-based analysis for the District's use.

Task 3D—Provide Special Support Staff to the District Project Manager

- 3D.1 When requested, provide support staff in specialized areas to assist the District's Project Manager.

Task 3 Assumptions

- 1. Two annual updates in early 2015 and in early 2016 of the Document Control Plan and GIS Management Plan.
- 2. Routine and/or Project related electronic mail (E-mail) correspondence will only be included in the Project-specific Document Control system when the preparer,

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using a Project-specific guideline, specifically transmits an electronic document or e-mail directly to Consultant's Document Control for inclusion into the Project's document control system.

Task 3 Deliverables

1. Updated Document Control Plans.
2. Updated GIS Management Plans.
3. Document control system reports and logs.
4. Correspondence and decision and action items logs.

Task 4—Public Outreach

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

Task 4A—Participate in Public Outreach Planning and Implementation

- 4A.1 Assist the District in preparing for public outreach planning and implementation.
- 4A.2 In coordination with the Phase Consultant, prepare DRAFT presentation materials for public hearing/ outreach.
- 4A.3 Attend public hearings and assist in developing responses to questions. Prepare meeting summaries and notes.

Task 4B—Support District Staff

When requested by the District:

- 4B.1 Prepare materials for District newsletters to the public.
- 4B.2 Prepare graphics, and other materials for District public information workshops.

Task 4C—Make Presentations

When requested by the District:

- 4C.1 Assist with the development of presentations to be made by District staff or Phase Consultant.
- 4C.2 Attend workshops and meetings as requested.

Task 4 Deliverables

1. Draft and final presentation materials for public hearings.
2. Meeting summary and notes from public hearings.

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Task 5—Stakeholder Engagement

Consultant will assist the District with the stakeholder engagement efforts with inputs from Phase Consultants and the District.

Task 5A—Stakeholder Engagement Plan

- 5A.1 Provide annual updates to information contained in the Stakeholder Engagement Plan.

Task 5B—Develop, Track, Monitor and Resolve Stakeholder Issues

- 5B.1 Update the stakeholder database that includes key contact information and records outcomes of discussions and needs for follow up and actions on the part of the District.
- 5B.2 Log, process, and track all stakeholder correspondence.
- 5B.3 Prepare stakeholder information packets and workshop scripts.
- 5B.4 Conduct stakeholder workshops, and report on workshop results.
- 5B.5 Assist in tracking stakeholder issues.

Task 5C—Coordinate with DSOD and FERC

Consultant will coordinate with the DSOD and FERC as follows:

- 5C.1 Participate in regular monthly coordination meetings (conference calls) with District staff and representatives of the DSOD and FERC. Prepare and distribute meeting records, including key discussion points and action items.
- 5C.2 Facilitate and coordinate comment responses with the DSOD and FERC on key work products.
- 5C.3 Attend periodic meetings with DSOD and/or FERC staff to review key work products. Maintain meeting records that summarize key discussion points and action items.
- 5C.4 Prepare draft correspondence to DSOD/FERC.
- 5C.5 Maintain coordination/liaison with FERC Regional Engineer.
- 5C.6 Maintain coordination/liaison with DSOD Regional Engineer.

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Task 5D—Coordinate with Other Agencies

When requested by the District:

- 5D.1 Prepare draft correspondence and documents to other agencies.
- 5D.2 Solicit agency input on administrative and technical requirements and verify that the requirements have been addressed.
- 5D.3 Prepare draft agreements, as required.
- 5D.4 Participate in Project-level meetings and quarterly District/other agency meetings.
- 5D.5 Assist the District with the coordination with County Parks and Recreation/other agencies to minimize disruption to recreational facilities, and the public.

Task 5E—Coordinate with Environmental Resource Agencies

When requested by the District:

- 5E.1 Coordinate work with Federal Emergency Regulatory Commission Division of Hydropower Administration and Compliance (FERC DHAC), Army Corps of Engineers (COE), National Marine Fisheries (NMFS), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and the Regional Water Quality Control Board (RWQCB).
- 5E.2 Solicit agency input on administrative and technical requirements and verify that the requirements have been addressed.
- 5E.3 Prepare draft correspondence for District use.
- 5E.4 Prepare draft agreements, as required.
- 5E.5 Participate in Project-level meetings with resource agencies.
- 5E.6 Work with the Planning Consultant to develop a resource agency contact database.
- 5E.7 Maintain coordination/liaison with agency representatives.

Task 5 Assumptions

- 1. Up to two updates to the Stakeholder Engagement Plan will be developed in early 2015 and early 2016.

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2. During the term of this Agreement, up to 24 monthly coordination meetings (phone conferences) will be conducted with FERC staff and an additional 24 monthly coordination meetings will be conducted with DSOD staff.
3. During the term of this Agreement, meetings will be conducted directly with DSOD and FERC staff (eight meetings each) to review and discuss key work products. DSOD meetings will be conducted in Sacramento in one day that includes both meeting participation and travel to and from District offices. For the FERC meetings, these meetings would be conducted in San Francisco for a total of six hours that includes both meeting participation and travel to and from District offices.
4. During the term of this Agreement, up to four meetings with each of the environmental resource agencies will be held. These meetings will be conducted at locations approved by the District's Project Manager in half a day, including travel to and from District offices.

Task 5 Deliverables

1. Updates to the Stakeholder Engagement Plan
2. Stakeholder Database

Task 6—Agreements, Contracts, and Services

Consultant will manage the Phase Consultants retained by the District to perform work in the different phases of this Project.

Task 6A—Provide Oversight Management for Planning Consultant's Work

- 6A.1 Conduct weekly coordination meetings with the Planning Consultant to review the progress of work and to address any questions or requests for information that may pertain to the work.
- 6A.2 Conduct monthly management meetings with the Planning Consultant to review overall performance compared with the Planning Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.
- 6A.3 Respond to requests for information and/or clarification sent by the Planning Consultant that require District input for purposes of progressing the work.
- 6A.4 Monitor Planning Consultant's progress to verify conformance to the Project Work Plan.
- 6A.5 When requested, assist the District with the management of the Planning Consultant's Agreement.

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Task 6B—Provide Oversight Management for Design Consultant's Work

Consultant will:

- 6B.1 Conduct weekly coordination meetings with the Design Consultant to review the progress of work and to address any questions or requests for information that may pertain to the progress of the work.
- 6B.2 Conduct monthly management meetings with the Design Consultant to review overall performance compared with the Design Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.
- 6B.3 Prepare for and conduct Design Review Workshops at the 30%, 60%, and 90% levels of design completion.
- 6B.4 Respond to requests for information and/or clarification sent by the Design Consultant that require District input for purposes of progressing the work.
- 6B.5 Monitor Design Consultant's progress to verify conformance to the Project Work Plan.
- 6B.6 When requested, assist the District with the management of the Design Consultant's Agreement.

Task 6C—Assist with the Preparation of the District Contract Administration System (CAS) Process Documents

When requested by the District:

- 6C.1 Assist the District's Project Manager with the preparation of documents (preliminary and final) used for the District's CAS process.

Task 6D—Assist with the District's Permit Application to State, Local, and Other Agencies

Consultant will provide support to the District as follows:

- 6D.1 Establish requirements of local and state agencies with permit authority over planned work associated with the Project. Summarize findings in a technical memorandum.
- 6D.2 Prepare and maintain a permit database including list of agency contacts, types of application forms, and target milestones for acquiring permits. Administrative and encroachment permits could be required from the City of Morgan Hill, County Roads and Airports, County Parks and Recreation, and similar municipal type agencies.

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- 6D.3 Support the District with permit applications and technical information in support of permits, as requested.
- 6D.4 Support District in preparation of various agreements, such as could be required for utility service in support of construction; utility relocation or accommodation; and real estate acquisition.
- 6D.5 Review and comment on agency work products such as studies, reports, technical memoranda and contract documents and incorporate status in meetings with District management.

Task 6 Assumptions

- 1. During the term of this Agreement, up to 100 weekly coordination meetings will be conducted with the Planning Consultant and up to 100 weekly coordination meetings will be conducted with the Design Consultant.
- 2. During the term of this Agreement, up to 24 monthly management meetings will be conducted with the Planning Consultant and up to 24 monthly management meetings will be conducted with the Design Consultant.
- 3. District will provide legal counsel to review draft and final agreements, permits, licenses, etc.
- 4. District is responsible for payment of all permit fees directly to the applicable agency.

Task 6 Deliverables

- 1. Draft and final agendas for Monthly Management Meetings and Design Review Workshops.
- 2. Draft and final meeting records (notes and action items) from Monthly Management Meetings and Design Review Workshops
- 3. Letters of transmittal and/or memoranda transmitting information and/or providing clarifications to questions or information requests made by the Phase Consultants.
- 4. Permit requirements technical memorandum
- 5. Permit database
- 6. Scope of CM Phase Consultant services with qualifications and selection criteria.

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Task 7—Implement Value Engineering/Constructability Review

Consultant will perform Value Engineering (VE) and Constructability reviews according to the following subtasks.

Task 7A—Arrange and Conduct Value Engineering (VE) Sessions

- 7A.1 Conduct a VE session of the proposed scope of work during the Design Phase.
- 7A.2 Provide a Certified Value Specialist or Associated Value Engineering Specialist as the Value Engineering team leader, the necessary design discipline experts, and a cost estimator/scheduler.
- 7A.3 Prepare draft and final Value Engineering Report, including operability and maintainability assessments.
- 7A.4 Identify strategies for accelerating the Project's completion, and reductions in the Project cost, if possible.

Task 7B—Arrange and Conduct Constructability Reviews

- 7B.1 Conduct Constructability Reviews at the 30%, 60%, and 90% design completion milestones.
- 7B.2 Prepare draft and final Constructability Review Memoranda.

Task 7 Assumptions

- 1. VE sessions will be of 16-hour duration (excluding site visit and time required to review background information and design documents), and will be conducted in accordance with the Society of Value Engineers (SAVE) guidelines.
- 2. Value Engineering and Constructability Review sessions will be conducted in District offices and include a respective site visit.
- 3. Constructability Reviews will utilize personnel from within the Project Team's resources that include the District, Project Management Consultant and Design Consultant.

Task 7 Deliverables

- 1. A Value Engineering session agenda.
- 2. A Value Engineering draft and final report.
- 3. Three Constructability review session agenda.

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4. Three Constructability Review Memorandums at the 30%, 60%, and 90% levels of design completion.

Task 8—Quality Assurance and Quality Control

Consultant will perform quality assurance and quality control of its deliverables and those of the Planning and Design Phase Consultants to ensure compliance with Contract requirements, the District's QEMS, and technical requirements of the work.

Task 8A—Maintain a Quality Assurance and Quality Control (QA/QC) Plan

- 8A.1 Maintain a QA/QC Plan in accordance with District requirements. Update the QA/QC Plan on an annual basis to reflect any changes in process and/or technical work subject to compliance with the Plan.
- 8A.2 Conduct quarterly audits of Project Management, Planning Phase, and Design Phase Consultant's Compliance with the requirements of the QA/QC Plan. Prepare brief memoranda that summarize outcomes of the audits.

Task 8B—Review Project Management Consultants' Deliverables for Compliance and Quality

- 8B.1 Provide independent technical review of all Project Management Consultant's deliverables in accordance with the requirements of the QA/QC Plan. Review must verify compliance with the terms and conditions of this Agreement and the District's QEMS. In addition, review should evaluate the soundness of technical content and any recommendations contained in the deliverables.

Task 8C—Review Planning Phase Consultant's Project Deliverables

- 8C.1 Review Planning Consultant's Project deliverables according to the Planning Consultant's Agreement with the District to verify conformance to the agreed-to scope of services.
- 8C.2 Verify that deliverables conform to the District's QEMS and Project Requirements.
- 8C.3 Verify that deliverables meet quality, schedule, and budget objectives.
- 8C.4 Coordinate with District staff and provide comments to the Planning Consultant on its work products.

Task 8D—Review Design Phase Consultant's Engineering Deliverables

- 8D.1 Review Design Phase Consultant's Project deliverables according to the Design Consultant's Agreement with the District to verify conformance to the agreed-to scope of services.

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- 8D.2 Verify that deliverables conform to the District's QEMS and Project Requirements.
- 8D.3 Verify that deliverables meet quality, schedule, and budget objectives.
- 8D.4 Coordinate with District staff and provide comments to the Design Consultant on its work products.

Task 8 Assumptions

1. Phase Consultants are responsible for their own quality control of their services including deliverables. Project Management Consultant has an oversight function to verify Phase Consultants are following their established QA/QC procedures.
2. Two updates to the QA/QC Plan will be developed according to the terms of this Agreement in the first quarter of 2015 and again in 2016.
3. Review of Planning Consultant deliverables will include cursory review of in-progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL documents including review of the following elements: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resource, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Biological Assessment for NMFS, Wetland delineation, Section 404(b)(1) Alternatives Analysis Report, Section 106 report, Administrative (Draft) EIR outline, Administrative (Draft) EIR, Administrative (Final) EIR, Statement of Overriding Considerations, MND, NOI for Geotechnical Investigations, NOD, Administrative (Draft) EA, EA, Finding of No Significant Impact, Mitigation and Monitoring Plan, EIR Meeting presentation, EIR Meeting Summary Report, Response to Comments Report on the EIR, EIR Adoption Hearing Summary Report, Response to Comments Memo on MND for Geotechnical Investigations, Notice of Availability, Notice of Completion, Newspaper Notice, Notice of Intent for NEPA, EA Notice of Availability, EA Newspaper Notice, Federal Register Notice, Interim permit applications for Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW, JARPA permit application, VHP application.
4. Review of Design Consultant deliverables will include review of in-progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL documents including review of the following elements: Geotechnical Data Report, Embankment Stability, Embankment Deformation and Settlement Analyses, Foundation and Embankment Seepage, Outlet Works Design, Geotechnical Baseline Report, Reservoir Operations, Material Development and Handling, Cofferdam, Basis of Design Report, Civil, Road and Utilities technical memoranda, Construction Sequencing Plan, Comment Resolution Document, Bid Sheet, Construction Permit Framework Document, Commissioning, Training and Maintenance Plan, Design to Construction Phase Transition Report.

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5. Review of Design Consultant design submittal deliverables will include review and written comments the DRAFT, REVISED DRAFT and FINAL SUBMITTALS. [30%, 60%, 90%, and/or Final (100%) Plans, Specifications, and Estimates (PS&E) submittals].

Task 8 Deliverables

1. Annual updates to the Project QA/QC Plan;
2. Compliance audit memoranda; and
3. Quality Review Form (QRF) Forms documenting comments on Planning and Design Phase deliverables.

Task 9—Board of Consultants

- 9.1 Perform contract management for the following members of the BOC:
 - 9.1.1 The BOC representative for dam-related geotechnical requirements.
 - 9.1.2 The BOC representative for geo-seismic requirements.
 - 9.1.3 The BOC representative for hydrology/hydraulic engineering requirements.
 - 9.1.4 The BOC representative for dam engineering requirements.
- 9.2 Consultant shall coordinate the work of BOC with the District, FERC, DSOD, and Design Phase Consultant staff. At key milestones, other duties shall include, but may not be limited to the following:
 - 9.2.1 Scheduling of informal and formal BOC meetings, including sending Outlook Calendar invitations and securing District meeting rooms and audio/visual equipment, as required.
 - 9.2.2 Meeting agendas.
 - 9.2.3 Preparation and distribution of BOC meeting packages, including technical memoranda, reports, and plans and specifications, etc.
 - 9.2.4 Preparation of BOC meeting presentation materials and coordination with the District and Design Phase Consultant on technical content of presentation materials.
 - 9.2.5 "Hosting" of the meetings at District facilities.
 - 9.2.6 Preparation of the draft and final meeting record of key discussion topics, comments, actions, items and/or outcomes.

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- 9.2.7 Preparation of initial response to the BOC comments with input from the Design Consultant.
- 9.2.8 Preparation of initial draft response letter to the BOC comments, and incorporation of changes after review by District staff.
- 9.2.9 Distribution of the District's official response to the BOC comments.

Task 9 Assumptions

1. BOC will function in accordance with FERC requirements.
2. BOC will provide input at key Project milestones. During the term of this Agreement, up to five formal BOC meetings and up to eight informal BOC meetings will be held. Formal BOC meetings will be conducted for two days and informal BOC meetings for half a day.
3. One additional BOC meeting near the 60% Design milestone will include a Potential Failure Mode Analysis Workshop (PFMA), in which the BOC members will participate. The PFMA workshop will be conducted for one day.
4. Technical presentation materials for BOC meetings will be prepared by the Design Phase Consultant.
5. BOC meetings will be held at District offices.

Task 9 Deliverables

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

Task 10—Interim Safety Measures

This section intentionally left blank.

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Task 11—Supplemental Services

11.1 Environmental Mitigation

Provide assistance for mitigation work pertaining to Habitat Conservation Plan (HCP), special status plants, etc., related to the Project.

11.2 Graphical and Physical Modeling

Construct physical models of the proposed dam retrofit at different stages of design as well as graphical models, elements of renderings, and video animations, if requested by the District.

11.3 Feasibility Studies and Design for an Information Center

Consultant will conduct feasibility studies, prepare cost proposals on options and prepare the design for an Information Center at Anderson Reservoir, if requested by the District.

11.4 Additional Workshops /Review Meetings

Additional workshop/review meetings not identified in the scope of services may be requested by the District.

11.5 Cochrane Road Design

Prepare conceptual design for the re-alignment of Cochrane road at the foot of Anderson Dam, if requested by the District.

11.6 Other Baseline Memoranda

Additional technical memoranda and subtasks not identified in the scope of services may be requested by the District.

11.7 Design and Constructability Reviews for the Calero-Guadalupe Dams (CGD) Seismic Retrofits Project

As per Article III., Project Delivery Approach, the District may include Project Management services for other dam seismic retrofit projects.

- a. Review and provide written comments on the 30%, 60%, and/or 90% Plans, Specifications and Estimates (PS&E) submittals for CGD.

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Task 12—Provide Project Management Assistance for Calero-Guadalupe Dams (CGD) Seismic Retrofits Project

As per Article III., Project Delivery Approach, the District may include Project Management services for other dam seismic retrofit projects.

12.1 Review Planning Study Deliverables from CGD Planning Consultant

The Consultant will provide written technical reviews of the following CGD Planning Consultant's deliverables within the time frame specified by the District: Probable Maximum Flood (PMF) Reports on Calero and Guadalupe Reservoirs; Technical Memoranda for Calero Outlet Works, Guadalupe Outlet Works, Calero Hydraulic Lines and Related Appurtenances, Guadalupe Hydraulic Lines and Related Appurtenances, Historic Seepage at Calero, Report on Improved Seepage Collection and Monitoring Systems at Calero, and Upstream Concrete Protection Panels at Guadalupe Reservoir; Problem Definition Reports for Calero Dam and Guadalupe Dam; Alternatives Analysis Reports for Calero Dam and Guadalupe Dam; Project Risk Plans for Calero Dam and Guadalupe Dam.

12.2 On-Site Borrow and Spoil Requirements

The CGD Planning Consultant will identify the on-site quarry/quarries for both Calero Dam and Guadalupe Dam. The Consultant shall review and provide written comments on the following documents: Technical Memorandum on Borrow and Spoil Siting, including the feasibility-level geotechnical study of preferred borrow (quarry) site/s and the feasibility-level documentation of the footprint of disturbance associated with the preferred borrow and spoil sites.

12.3 Technical Consultation and Support

The Consultant will provide technical consultation, advice, and support to the CGD's District Project Manager on an as-needed basis.

VIII. ADDITIONAL TERMS AND CONDITIONS

A. Consultant as Independent Contractor

1. Consultant will perform all Services as an independent contractor and not an agent or employee of District.
2. The expertise and experience of Consultant are material considerations for District's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without prior written consent of District, 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

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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. Consultant's General Responsibilities

1. Standard of Care

- a. Consultant and its sub-consultants must perform Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.
 - b. Consultant and its sub-consultants must perform Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements.
2. Unless the requirements for the Scope of Services described in this Agreement are specifically modified in writing, Consultant must provide its services and deliverables as required.
 3. Consultant will provide full time staff designated in Revised Attachment One to Revised Appendix One.
 4. Consultant's Project Manager and full-time contract staff will be located with District Water Utility Capital Division staff at District Headquarters to the extent defined in Revised Attachment One to Revised Appendix One.
 5. 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 Attachment Four to Appendix One). 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

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from the District's Project Manager. The requirements of this section will survive completion, expiration, or termination of the Agreement.

C. Project Management

1. Emmanuel Aryee, the District's Dams and Pipeline Project Delivery Unit Manager, is the District's Project Manager and is responsible for the Project team.
2. The Project Manager for Consultant is as indicated in the Revised Attachment One to Revised Appendix One, and is also responsible for managing the schedule and the coordination of the phase consultants.

D. Task Orders

Supplemental Services may be assigned to the Consultant through issuance of Task Orders. See Attachment Three—Task Order Template. 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:

1. Description of the services, including deliverables;
2. The total not-to-exceed amount for consultant to complete the services, including estimated number of hours per assigned staff to complete the services;
3. Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District's Project Manager;
4. Estimated cost of each reimbursable expense, including any applicable fees;
5. Time schedule for completing the services;
6. Copies of applicable state and federal permits required to complete the services, unless previously provided to the District's Project Manager.
7. 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's Water Utility Capital Division Deputy Operating (Officer, or the District Project Manager if the Task Order amount is less than or equal to \$100,000) and the Consultant's Project Manager.

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8. The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District Water Utility Capital Division Deputy Operating (Officer or the District Project Manager if the Task Order amount is less than or equal to \$100,000) and a specific 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.

E. 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. Consultant represents that is does not currently have nor has had in the past three (3) years, a financial relationship with any of the organizations that the Consultant is assisting the District with their oversight management, that could impact the Consultant's ability to provide independent and impartial services to the District:
2. Consultant represents that Consultant's performance under the Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.
3. Consultant will not bring to the District or use in the performance of Consultant's duties under the Agreement any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials.
4. Consultant also represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not act as a Consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.
5. Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not submit a proposal:
 - a. For any contract to be awarded for the design or construction of any project that is related to the services provided under this Agreement; or

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- 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.
- c. The Consultant and its sub-consultants referenced in Revised Attachment One to Revised Appendix One are precluded from proposing and/or contracting with the District for any professional service listed in this Revised Appendix One, Article III., Project Delivery Approach, section A, B, and C 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 Article III., Project Delivery Approach, section A, B and C above.

F. Term & Termination

This section F, Term and Termination and the following section G, Consultant's Compensation Upon Termination or Suspension, replace the second paragraph stated in the Standard Consultant Agreement portion of this Agreement, at Section VI. Changes in Work.

Term & Automatic Termination:

- 1. This Agreement encompasses all services for which Consultant is responsible to provide within the time limits and not-to-exceed amount set forth herein. Consultant will not undertake to provide services where it reasonably appears that the services cannot be provided and expenses cannot be incurred within said total compensation limit and the applicable not-to-exceed amount of any Task Order.
- 2. District's Rights
 - a. Suspension: District may, by written notice to Consultant, suspend any or all services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within ninety (90) days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice-To-Proceed and or Task Order.
 - b. Termination for Convenience: District may, by written notice to Consultant, terminate all or part of this Agreement or any Task

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Order at any time for District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in Section VIII.7, Consultant's Compensation Upon Termination or Suspension.

- c. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within thirty (30) days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or expenses beyond the specified termination date.
- d. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for District's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
- e. The rights and remedies provided herein to District are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

G. Consultant's Compensation Upon Termination or Suspension

- 1. In the event of termination of this Agreement or any Task Order, or suspension of services by District, Consultant shall receive compensation based on satisfactory performance, accepted by the District's Project Manager, as follows:
 - a. For Direct Labor—Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from this Project after the date of termination.
 - b. For Reimbursable Expenses—Consultant shall be entitled to receive compensation for all authorized Reimbursable Expenses incurred prior to termination and all authorized expenses incurred to demobilize from this Project after the date of termination.

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- 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.

H. District Quality Environmental Management System (QEMS) Awareness and Training.

As an on-site provider of services that has the potential to result in significant environmental impacts, Consultant is required to review the Contractor QEMS Awareness pamphlet, Document No. F622D04, incorporated herein by this reference hereto, with any of the employee(s), sub-contractor(s), and/or sub-consultant(s) ("Staff") performing services on behalf of the District, and make staff aware of the District's Quality and Environmental Policy and their role and responsibility in achieving conformity with the expectations. The District will provide Consultant with the current version of the Contractor QEMS Awareness pamphlet, Document No. F622D04, upon execution of this Amendment No. 2 to the Agreement.

I. Release of Information Prohibited

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

J. 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
Fax: 408-979-5656

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Consultant:

Black and Veatch
2999 Oak Rd, Suite 490
Walnut Creek, CA 94597
Attention: Dan Meyer, Senior Vice President
West Region Managing Director
E-mail: meyerdw@bv.com
Fax: 925-949-5902

K. Contract Administrator

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Attention: Ravi Subramanian, Deputy Administrative Officer
Procurement and Operational Services Division
E-mail: RSubramanian@valleywater.org

L. 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 sub-consultants will always communicate and interact with the members of the public in a polite and professional manner.

M. Revised Appendix One Attachments

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

- VIII.13.1 Revised Attachment One—Consultant's Key Staff and Sub-consultants
- VIII.13.2 Attachment Two—Dispute Resolution
- VIII.13.3 Attachment Three—Task Order Template
- VIII.13.4 Attachment Four—Non-Disclosure Agreement

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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
Ron Henderson	QA Manager
Chris Mueller	Program Manager
Brian Hubel	Engineering Oversight Manager
Jeff Bair	Constructability Reviews & Value Engineering
Ray Brainard	Construction Oversight Manager

2. If necessary, appropriate, and for compliance with Revised Appendix Two (paragraph 12), Consultant will employ sub-consultants it deems appropriate to the complexity and nature of the required services. All sub-consultants 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 sub-consultants. Upon District's request, Consultant must provide copies of all sub-consultant agreements. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.

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

Firm	Project Role	Key Personnel
Schaaf & Wheeler	Engineering Support Permitting Contract Management	Chuck Anderson David Foote Eliza McNulty Jim Schaaf Andrew Sterbenz Caitlin Gilmore
Avila and Associates	Project Controls	Ernesto Avila
Creighton & Creighton, Inc.	Public Outreach and Stakeholder Involvement Oversight	Jim Creighton
Live Oak Associates, Inc.	Environmental Oversight	Rick Hopkins
Parikh Consultants, Inc.	Geotechnical	Gary Parikh
M Pauletto and Associates, LLC	Quarries & Heavy Construction	Mike Pauletto
Jack Cassidy	Board of Consultants	Jack Cassidy
Lloyd Cluff	Board of Consultants	Lloyd Cluff

**Revised Attachment One to Revised Appendix One
Consultant's Key Staff and Subconsultants**

Firm	Project Role	Key Personnel
Ray Seed	Board of Consultants	Ray Seed
GEI, specifically the services of Steve Verigin	Board of Consultants	Steve Verigin

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

Expertise: Engineering Support, Permit Acquisition Support, Contract Management			
Firm:	Schaaf & Wheeler	Contact:	Chuck Anderson
Address:	1171 Homestead Road, Suite 255 Santa Clara, CA 95050	Phone:	(408) 246-4848
		E-mail:	Canderson@swsv.com

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

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

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

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

**Revised Attachment One to Revised Appendix One
Consultant's Key Staff and Subconsultants**

Expertise: Quarries & Heavy Construction			
Firm:	M Pauletto and Associates, LLC	Contact:	Mike Pauletto
Address:	11204 NW 37th Court Vancouver, WA 98685	Phone:	(306) 571-5539
		E-mail:	mpauletto@aol.com

Expertise: Board of Consultants (Hydrology & Hydraulics)			
Firm:	Jack Cassidy	Contact:	Jack Cassidy
Address:	2884 Saklan Indian Drive Walnut Creek, CA 94595	Phone:	(925) 933-5994
		E-mail:	jjcassidyhydro@comcast.net

Expertise: Board of Consultants (Geosciences)			
Firm:	Lloyd S. Cluff	Contact:	Lloyd Cluff
Address:	33 Mountain Spring Avenue San Francisco, CA 94114	Phone:	(415) 564-9371
		E-mail:	lloydcluff@gmail.com

Expertise: Board of Consultants (Dam Geotechnical)			
Firm:	Raymond B. Seed	Contact:	Prof. Ray Seed
Address:	University of California, Department of Civil and Environmental Engineering 423 Davis Hall Berkeley, CA 94720	Phone:	(510) 643-8438
		E-mail:	seed@ce.berkeley.edu

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

3. None of the above-named Consultant staff or sub-consultants will be replaced without the approval of the District's Project Manager. Should replacement or additional sub-consultants be required to provide services under this Agreement, District preapproval is required. Upon District approval, sub-consultants can be added to this Agreement through amendment as stated herein of both Revised Attachment One to Revised Appendix One and Revised Appendix Two (Fees and Payment). If Consultant's Project Manager or any other designated key staff person or sub-consultant 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.

Revised Attachment One to Revised Appendix One Consultant's Key Staff and Subconsultants

- 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. Prior to issuance of the Agreement Notice-To-Proceed each subconsultant firm's authorized representative will sign and submit the District's Non-Disclosure Agreement, which is provided as Attachment Four to Revised Appendix One. Failure by a sub-consultant's authorized representative to sign the District's Non-Disclosure Agreement; the District will authorize 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, sub-consultants' key staff are required to sign and submit the District's Personal Non-Disclosure Agreement, which is provided as Attachment One to Attachment Four 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.
4. The District's Project Manager may approve any revisions to Consultant's key staff or designated sub-consultant's key-staff as an administrative modification to this Agreement.
 5. For Consultant's staff located at District Headquarters, the District will supply for the Consultant's use office space, desks, chairs, filing cabinets, office supplies, telephones for District related business use only, document reproduction equipment, and data processing equipment for Consultant's staff that are located with Water Utility Capital Programs Division, that is required to perform the services required by the terms of this Agreement. All property obtained by the District for the use of the Consultant, and all property obtained by the Consultant and reimbursed by the District to the Consultant, will become and remain the property of the District.

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ATTACHMENT TWO TO REVISED APPENDIX ONE DISPUTE RESOLUTION

I. CONSULTANT'S QUESTIONS & 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.

II. DISPUTE RESOLUTION

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

III. 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.

IV. MEDIATION

- A. Voluntary Mediation
 - 1. 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.
 - 2. 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.
 - 3. These provisions relating to voluntary Mediation will not be construed or interpreted as mandatory arbitration.
- B. Initiation of Mediation
 - 1. Any party to a dispute or claim may initiate Mediation by notifying the other party or parties in writing.

Attachment Two to Revised Appendix One Dispute Resolution

C. Request for Mediation

1. A Request for Mediation must contain a brief 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.

D. Selection of Mediator

1. Upon receipt of a Request for Mediation, within fourteen (14) days, the parties will confer to select an appropriate Mediator agreeable to all parties.
2. 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.

E. Qualifications of a Mediator

1. Any Mediator selected must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
2. No person will serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
3. 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.

F. Vacancies

1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the parties agree otherwise.

G. Representation

1. Any party may be represented by person(s) of their choice who must have full authority to negotiate.
2. The names and addresses of such person(s) must be communicated in writing to all parties and to the Mediator.

H. Time and Place of Mediation

1. The Mediator will set the time of each Mediation session.
2. The Mediation will be held at a convenient location agreeable to the Mediator and the parties, as determined by the Mediator.

Attachment Two to Revised Appendix One Dispute Resolution

3. 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.
- I. Identification of Matters in Dispute
1. Unless a longer period of time is required by the Mediator, at least ten (10) days before the first scheduled Mediation session, each party must provide the Mediator a brief 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.
 2. 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.
- J. Authority of Mediator
1. 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.
 2. The Mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement.
 3. 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.
 4. 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.
- K. Privacy
1. Mediation sessions are private.
 2. The parties and their representatives may attend Mediation sessions.
 3. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

Attachment Two to Revised Appendix One Dispute Resolution

L. Confidentiality

1. The Mediator will not divulge confidential information disclosed to a Mediator by the parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.
3. 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.
4. 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:
 - a. Views expressed or suggestions made by the other party with respect to a possible settlement of the dispute;
 - b. Statements made by the other party in the course of the Mediation proceedings;
 - c. Proposals made or views expressed by the Mediator;
 - d. Whether the other party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

M. No Stenographic Record

1. There will be no stenographic record of the Mediation.

N. Termination of Mediation

1. The Mediation will be terminated:
 - a. By the execution of a Settlement Agreement by the parties;
 - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
 - c. By a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.

O. Exclusion of Liability

1. No Mediator will be a necessary party in judicial proceedings related to the Mediation.

Attachment Two to Revised Appendix One Dispute Resolution

P. Interpretation and Application of These Mediation Provisions

1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.

Q. Expenses

1. The expenses of witnesses for each party must be paid by the party producing the witnesses.
2. All other expenses of the Mediation, including required traveling 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.

V. COMPENSATION FOR PARTICIPATION IN MEDIATION

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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REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE 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 Project Manager: _____

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

1. Upon full execution of this Task Order Number: _____, as set forth in this Agreement 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 District's Capital Projects Water Utility Deputy Operating Officer and Consultant's Project Manager, and remain 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.

**Revised Attachment Three to Revised Appendix One
Task Order Template**

- 6. Consultant will perform all services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.
- 7. Signatures:

Signature/Print Name: _____ **Date** _____
**CONSULTANT PROJECT MANAGER
ON BEHALF OF CONSULTANT**

Signature/Print Name: _____ **Date** _____
**SANTA CLARA VALLEY WATER DISTRICT
DEPUTY OPERATING OFFICER**

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ATTACHMENT FOUR TO REVISED APPENDIX ONE



NON-DISCLOSURE AGREEMENT (NDA)
(1001-0418-121)

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 _____ Black and Veatch, or which together with its subsidiaries and affiliates, are individually and collectively be referred to hereinafter as the “Company.”

1. During the course of Company’s relationship with the District, which commences with the District’s issuance of Notice-to-Proceed for Standard Consultant Agreement # _____ for Project Management Services for the Anderson Dam Seismic Retrofit Project (Project), the District has disclosed or may disclose to Company confidential information that may include but not be limited to the following kinds of information: all draft/final documents associated with the solicitation, selection, award, administration and management of any and all contracts for Phase Consultant(s) and related construction contracts for the Project, 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 (“Confidential Information”).
2. Company 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 Company provides to the District; and
 - (b) signed and returned to the District the PERSONAL NDA, attached to this NDA;

Attachment Four to Revised Appendix One

- (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.
3. Company acknowledges that its compliance with this NDA is necessary to protect the District, and that any action on Company's part that is inconsistent with this NDA will cause the District irreparable and continuing harm. Therefore, if anything Company (including its employees and agents) does that is inconsistent with this NDA, Company 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 Company. 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 Company to all of the terms and conditions contained in this NDA.

COMPANY:

Signature: _____ Date: _____

Name: _____ Title: _____

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Attachment Four to Revised Appendix One



ATTACHMENT TO NDA PERSONAL NON-DISCLOSURE AGREEMENT (PNDA) (10-18-11)

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: Request for Proposal #4410 Engineering and Construction Claims Consulting Services, 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.
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.

Attachment Four to Revised Appendix One

PLEASE COMPLETE THE FOLLOWING SECTION (PLEASE PRINT):

Full Name:			
Company Name:			
Phone No.:		Fax No.:	
E-mail Address:			
Who is your District employee contact?			
Signature:		Date:	

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REVISED APPENDIX TWO FEES AND PAYMENTS

I. GENERAL

Payment for all services performed by Consultant to the satisfaction of the District as listed in Appendix One and Revised Appendix One—Scope of Services for this Agreement will be based upon the Total Fixed Not-to-Exceed (NTE) Fees stated in this Revised Appendix Two for the performance of the associated tasks. The District will make payments to the Consultant under the terms provided for in this Appendix. Payments made by the District to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, sub-consultant(s), and equipment including reimbursable, travel and per diem expenses used by the Consultant to perform the services.

II. TOTAL AUTHORIZED FUNDING

Total payment for services performed, as defined in Appendix One and Revised Appendix One—Scope of Services, will not exceed a total amount of **\$9,018,842** 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 Number and Description		Not-to-Exceed		
		Original Agreement and Amendment No. 1	Amendment No. 2	Total
1.	Project Management and Capital Project Delivery	\$433,100	\$674,196	\$1,107,296
2.	Coordination and Communication	\$440,200	\$285,886	\$726,086
3.	Administrative Work	\$704,400	\$201,218	\$905,618
4.	Public Outreach	\$65,900	\$164,536	\$230,436

**Revised Appendix Two
Fees and Payments**

Task Number and Description		Not-to-Exceed		
		Original Agreement and Amendment No. 1	Amendment No. 2	Total
5.	Stakeholder Engagement	\$42,300	\$498,064	\$540,364
6.	Agreements, Contracts and Services	\$432,300	\$542,624	\$974,924
7.	Implement Value Engineering/ Constructability Review	\$131,400	\$192,863	\$324,263
8.	Quality Assurance and Quality Control	\$232,600	\$907,335	\$1,139,935
9.	Board of Consultants	\$103,100	\$637,655	\$740,755
10.	Interim Safety Measures	\$37,300	\$0	\$37,300
Type 1, 2, & 3 Other Direct Costs (refer to Appendix Two, Fees and Payments, IV. Terms and Conditions, paragraph #6. Below)		\$138,000	\$189,000	\$327,000
Subtotal Tasks 1 through 10 Not-to-Exceed Amount		\$2,760,600	\$4,293,377	\$7,053,977
11.	Supplemental Services	\$896,200	\$699,632	\$1,595,832
12.	Provide Project Management Assistance to the Calero-Guadalupe Dams Seismic Retrofits Project Manager	\$0	\$369,033	\$369,033
Total Agreement Not-to-Exceed Amount		\$3,656,800	\$5,362,042	\$9,018,842

IV. TERMS AND CONDITIONS

Payments for work completed, as defined in Appendix One and Revised Appendix One—Scope of Services, will be based on the following terms:

1. District will pay for services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as listed below in the 2014 Base Hourly Rate Schedule. This 2014 Base Hourly Rate Schedule is based on rates effective for the calendar year 2014 and addresses the scope of services defined in the Revised Appendix One, which does not include legal-

Revised Appendix Two Fees and Payments

related services involving a third-party dispute with the District such as and not limited to the preparation of declarations, participation in depositions, or providing testimony before a court.

2. The stated 2014 Base Hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. On January 2, 2015, these rates may be escalated in accordance with the ECI as defined below. After twelve (12) months from January 2, 2015 ("anniversary date"), and each 12 months thereafter, these 2014 Base Hourly Rates, listed below, may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates ninety (90) calendar days prior to the anniversary date of this Agreement. Both Parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.5%, whichever is less. A negative ECI will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Water Utility Capital Services Division Deputy Operating Officer.

2014 Base Hourly Rate Schedule

Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate
CONSULTANT		
Black & Veatch:		
Project Director/PIC	\$283.82	
Senior Practice Leader	\$283.82	\$278.72
Program Manager	\$283.32	\$278.72
Practice Leader	\$257.04	
Safety Manager	\$246.33	
Senior Construction Manager	\$240.98	
Deputy Program Manager	\$230.27	
Sr. Project Supervising Engineer	\$251.69	\$246.59
Construction Manager	\$208.85	
Senior Engineer	\$208.85	\$203.75
Cost Estimator	\$203.49	
Senior Project Engineer	\$192.78	\$187.68
Sr. Project Controls	\$187.43	
Project Controls	\$160.65	
Associate Engineer	\$155.30	
GIS Practice Leader	\$155.30	

**Revised Appendix Two
Fees and Payments**

Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate
Sr. Regional Administrator	\$133.88	
SUBCONSULTANTS (SBE)		
Schaaf & Wheeler:		
Principal	\$267.75	
Project Manager	\$219.56	
Senior Engineer	\$171.36	\$166.26
Associate Engineer	\$128.52	
Junior Engineer/Project Administrator	\$117.81	
Administrative Assistant	\$100.84	
Avila & Associates:		
Project Controls Manager	\$216.08	\$210.98
Senior Engineer II	\$207.73	
Senior Engineer I	\$187.27	
Project Administration Specialist	\$100.84	
Creighton & Creighton, Inc:		
Principal	\$200.18	
Live Oak Associates, Inc:		
Principal	\$192.78	
Senior Associate	\$139.23	
Director of Ecol. Services (SJ)	\$160.65	
Director of Ecol. Services	\$149.94	
Project Manager	\$117.81	
Director of Cartography	\$128.52	
Assistant Project Manager	\$101.75	
Support Staff	\$69.62	
Parikh Consultants, Inc:		
Project Manager	\$233.91	
Senior Project Engineer	\$168.70	
Project Engineer	\$131.82	
Field Engineer	\$110.03	
Staff Engineer	\$90.20	
SPECIALTY SUBCONSULTANTS (Non-SBE)		
M Pauletto And Associates:		
Borrow & Spoil Sites	\$257.86	
Cluff:		
Lloyd Cluff, BOC	\$240.98	

**Revised Appendix Two
Fees and Payments**

Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate
Seed:		
Ray Seed, BOC	\$240.98	
Cassidy:		
Jack Cassidy, BOC	\$240.98	
GEI:		
Steve Verigin, BOC	\$240.98	

Note: In a third party dispute situation, District will determine if Consultant services are necessary and appropriate at District's expense. Should such services be requested, the above rates do not apply and the Consultant and District will negotiate separate rates as appropriate.

3. Unused fees from a completed or active task may be reallocated to an active task provided that the Agreement total NTE amount is not exceeded. The Parties will exercise some flexibility within the not-to-exceed cost limitation to identify changes, and, subject to District approval, provide for transferring of unspent funds between concurrent tasks. However, transferring fees from future tasks to current tasks will not be permitted. The transference of funds may occur only after written approval from the District Water Utility Capital Division Deputy Operating Officer.
4. Not-to-exceed fees and services to be performed under Supplemental Services will commence only after written approval from the District Water Utility Capital Division Deputy Operating Officer.
5. Expenses incurred by the Consultant for Sub-consultants providing professional services will be reimbursed at actual cost plus 5%.
6. Other Direct Cost (ODC)
 - a. All other direct expenses not included in overhead including, the following types of costs that will be billed separately in accordance with the following:
 - b. ODC—Type 1: This includes the use of outside services that are ancillary but an integral part of executing this Project. These include, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, website hosting services, Project-specific software licenses and user fees such as Contract Manager, will be billed at actual cost without any mark-up.

Revised Appendix Two Fees and Payments

c. ODC—Type 2:

- (1) This includes the use of outside services that are ancillary to and an integral part of enabling Consultant's specialty subconsultants and/or out of state specialists to travel to/from their home office to the District or Project site or to transmit documents to the Project office. This includes members of the Board of Consultants (Seed, Cluff, Cassidy, and Verigin) and the Quarry Expert (Pauletto).
- (2) Pending District pre-approval of travel, the related costs (e.g. airfare, personal vehicle, or rental vehicle), lodging, meals, and/or other travel-related incidental costs (e.g. Bridge tolls) will be billed at actual cost without any mark-up.
- (3) Travel and overnight accommodations, including per diem, for ODC Type 2 air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of the rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual incurred costs.
- (4) Vehicle rental is limited to a compact or economy model.
- (5) Automobile travel expenses in Consultant vehicles incurred while carrying out the work herein will be paid at the current IRS rate. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.

d. ODC—Type 3:

- (1) This includes incidental costs that are ancillary, but are direct Project related costs that are small dollar amount (e.g., less than \$200) and cannot be estimated or planned for in detail.
- (2) This includes, but is not limited to such items as: postage, FedEx/UPS, in-state travel to meet with FERC and/or DSOD, phone calls between Home and Project offices, specialized computer usage such as GIS or CAD, and misc. meeting expenses.
- (3) These costs will be billed monthly based on a percent complete basis as approved by the District's Project Manager in accordance with the amount specified in Section III of this, Revised Appendix Two.

Revised Appendix Two Fees and Payments

- (4) Automobile travel expenses in Consultant vehicles incurred while carrying out the work herein will be paid at the current IRS rate measured from the District Headquarters to Project site, if directed and 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 mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.

7. 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 Revised Appendix One and include categorized costs for all labor charges, name and personnel category, and direct charges by task, must reflect actual fees versus the Agreement not-to-exceed fees in this Revised Appendix Two. Before submitting an invoice, a draft progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District's Project Manager. Upon preliminary approval by the District, the Consultant will send via United States mail the complete signed and dated hardcopy invoice, including all supporting documentation to the District's Project Manager. District review of the draft invoice does not represent final approval of the hardcopy invoice.

8. District's Project Manager will review each 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 undisputed invoice amount. District will pay undisputed invoices within 30 calendar days from date invoice is received by District's Project Manager.

9. Prevailing Wages
 - a. The services to be performed pursuant to this Agreement are "public works" subject to California Labor Code Section 1771, et. seq. and the applicable implementing regulations. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State during the term of this Agreement. Notwithstanding any other provisions 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.

 - b. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Scope of Services includes such work, Consultant must comply with all Labor Codes applicable to prevailing wages.

Revised Appendix Two Fees and Payments

10. Consultant's services will be performed by its and sub-consultants' staff members at the lowest hourly rates commensurate with the complexity of the required services.
11. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.
12. Small Business Enterprise (SBE) Participation

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

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

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REVISED APPENDIX THREE SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of this Agreement. This Agreement expires July 30, 2016, unless its term is modified by a written amendment hereto, signed by both Parties prior to its expiration.
2. Consultant has commenced performance of tasks listed in Appendix One and will perform as stated in Revised Appendix One of this Amendment No. 2 as of its effective date.
3. Consultant will perform and complete the services described in Revised Appendix One in accordance with this Amendment No. 2 to the Agreement pursuant to the Project Schedule table as shown below that is based on the overall District Approved Project Plan schedule. Consultant will coordinate services with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings, and deliverables.
4. The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of Tasks and Deliverables are subject to advance written approval by District. Consultant's attention is directed to 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 in the table below. In the event Consultant becomes aware that the Project Schedule will be delayed, Consultant will notify the District as soon as possible; explain the reason(s) for the delay; the estimated length of the delay; and a description of the actions being taken to address the delay. If the Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Project Schedule. This language will prevail should any conflict or discrepancy occur between this provision and the Standard Consultant Agreement, Section VII. Delays and Extensions.
6. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement.

Task	Description	Completion Date or Duration from Amendment No. 2 Commencement Date
1	Project Management and Capital Project Delivery	Duration of Agreement
2	Coordination and Communication	Duration of Agreement
3	Administrative Work	Duration of Agreement
4	Public Outreach	Duration of Agreement
5	Stakeholder Engagement	Duration of Agreement
6	Agreements, Contracts, Services	Duration of Agreement

**Revised Appendix Three
Schedule of Completion**

Task	Description	Completion Date or Duration from Amendment No. 2 Commencement Date
7	Implement Value Engineering/Constructability Review	Duration of Agreement
8	Quality Assurance and Quality Control	Duration of Agreement
9	Board of Consultants (BOC)	Duration of Agreement
10	Interim Safety Measures	Duration of Agreement
11	Supplemental Services	Duration of Agreement
12	Provide Project Management Assistance for Calero-Guadalupe Dams Seismic Retrofits Project	Duration of Agreement

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APPENDIX FOUR INSURANCE

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