

**AMENDMENT NO. 5 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

This Amendment No. 5 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A3675A (Agreement) dated August 27, 2013 as amended by Amendment No. 1 dated June 11, 2015, Amendment No. 2 dated April 25, 2017, Amendment No. 3 dated September 3, 2020, and Amendment No. 4 dated October 13, 2020 between SANTA CLARA VALLEY WATER DISTRICT (District or Valley Water) and GEI CONSULTANTS, INC., (Consultant), collectively the Parties.

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

WHEREAS, the Agreement currently expires on May 31, 2023; and

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

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary in the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4, District and Consultant hereby agree to amend the Agreement as follows:

1. Revised Standard Consultant Agreement, Section II Duties of the Consultant, 8th and 9th paragraphs are revised, and a 10th paragraph is added, to state as follows:

“Equal Opportunity Employer

Valley Water is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

**AMENDMENT NO. 5 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

Compliance with Applicable Equal Opportunity Laws

Consultant's policy must be in conformance with applicable state and federal guidelines including the Federal Equal Opportunity Clause, 41 Code of Federal Regulations, Part 60-1, §60-1.4; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

Investigation of Claims

Consultant must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Consultant must conduct a fair, prompt, and thorough investigation of all allegations directed to Consultant by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective action against the offender."

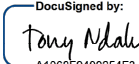
2. Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, Revised Attachment One, Consultant's Key Staff and Subconsultants, is amended as set forth in the Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, Revised Attachment One, Consultant's Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.
3. Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, Revised Attachment Two, Dispute Resolution, is amended as set forth in the Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, Revised Attachment Two, Dispute Resolution, attached hereto and incorporated herein by this reference.
4. Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, Revised Attachment Three, Task Order Template, is amended as set forth in the Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, Revised Attachment Three, Task Order Template, attached hereto and incorporated herein by this reference.
5. Revised Standard Consultant Agreement, Revised Appendix Two, Fees and Payments, is amended as set forth in the Revised Standard Consultant Agreement, Revised Appendix Two, Fees and Payments, attached hereto and incorporated herein by this reference.
6. Revised Standard Consultant Agreement, Revised Appendix Three, Schedule of Completion, is amended as set forth in the Revised Standard Consultant Agreement, Revised Appendix Three, Schedule of Completion, attached hereto and incorporated herein by this reference.

**AMENDMENT NO. 5 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

7. All other terms and conditions of Agreement A3675A, Amendment No.1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 not otherwise amended herein, remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 5 TO AGREEMENT A3675A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: 
A1068F9499254F3...

Tony Ndah, P.E.
Deputy Administrative Officer
General Services Division

Date: 5/23/2023

GEI CONSULTANTS, INC.
Consultant

By: 
11F9B292EC63401...

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

Date: 5/17/2023

Consultant's Address:
180 Grand Avenue, Suite 950
Oakland, CA 94612

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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

Team Member	Project Role	Contact Info
Bill Rettberg-Senior Consultant Grade 8	Project Manager	180 Grand Avenue, Suite 950 Oakland, CA 94612 wrettberg@geiconsultants.com P: (510) 350-2910 C: (510) 910-2201
Mark Freitas-Senior Professional Grade 8	Deputy Project Manager, Engineering Planning, Geotechnical Engineering,	180 Grand Avenue, Suite 950 Oakland, CA 94612 mfreitas@geiconsultants.com P: (510) 350-2906 C: (510) 410-4964
Len Sansone-Senior Professional Grade 8	Geotechnical Engineering, Borrow Studies	180 Grand Avenue, Suite 950 Oakland, CA 94612 lsansone@geiconsultants.com P: (510) 350-2903 C: (510) 407-0513
Steve Verigin-Senior Consultant Grade 8	Principal-in-Charge	180 Grand Avenue, Suite 950 Oakland, CA 94612 sverigin@geiconsultants.com P: (916) 631-4574 C: (916) 365-6124
Alberto Pujol-Senior Consultant Grade 8	QA/QC, Design Support and Design Review	180 Grand Avenue, Suite 950 Oakland, CA 94612 apujol@geiconsultants.com P: (510) 350-2908 C: (510) 551-3959
Dan Wanket-Senior Professional Grade 8	Project Controls, Cost Estimating	180 Grand Avenue, Suite 950 Oakland, CA 94612 dwanket@geiconsultants.com P: (510) 350-2916 C: (510) 913-7901
Matt Powers-Senior Professional Grade 8	Project Engineer	180 Grand Avenue, Suite 950 Oakland, CA 94612 mpowers@geiconsultants.com P: (510) 350-2902 C: (805) 801-8583
Todd Crampton-Senior Professional Grade 8	Engineering Geology	180 Grand Avenue, Suite 950 Oakland, CA 94612 tcrampton@geiconsultants.com P: (510) 350-2934 C: (510) 759-9470

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Team Member	Project Role	Contact Info
Dave Gutierrez-Senior Consultant Grade 8	Technical and Design Review, DSOD Liaison	180 Grand Avenue, Suite 950 Oakland, CA 94612 dgutierrez@geiconsultants.com P: (916) 631-1799 C: (916) 799-4121
Mark Fortner-Senior Professional Grade 8	Hydraulics and Hydrology	180 Grand Avenue, Suite 950 Oakland, CA 94612 mfortner@geiconsultants.com P: (916) 631-4534 C: (916) 505-4106

2. If necessary and appropriate, Consultant will employ subconsultants it deems appropriate to the complexity and nature of the required Services. All subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain District's approval of all subconsultants. Upon District's request, Consultant must provide copies of all subconsultant contract agreements. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.

A. The following subconsultants are authorized to work on the Project:

Firm	Project Role	Contact Info
URS	Environmental, CEQA, Permitting, Dam Engineering Support	300 Lakeside Drive, Suite 400 Oakland, CA 94612 Contact: Bill Martin T: (510) 893-3600 P: (510) 874-3020 (direct) Bill.H.Martin@aecom.com
Haley & Aldrich (Previously known as, Cal Engineering & Geology) eff. 4/1/2023)	Geotechnical Investigations, Geotechnical Engineering	1870 Olympic Boulevard, Suite 100 Walnut Creek, CA 94596 Contact: Phil Gregory, G.E. P: (925) 935-9771 pgregory@caleng.com
H. T. Harvey & Associates	CEQA and Permitting Support, Biological Impacts, HCP Compliance	983 University Avenue, Building D Los Gatos, CA 95032 Contact: Steve Rottenborn T: (408) 458-3246 F: (408) 458-3210 P: (408) 722-0931 (direct) srottenborn@harveyecology.com

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Firm	Project Role	Contact Info
JDH Corrosion Consultants, Inc.	Corrosion Engineering and Evaluations	100 Willow Pass Court Concord, CA 94520 Contact: J. Darby Howard, Jr. P: (925) 927-6630 ext.121 F: (925) 927-6634 dhoward@jdhcorrosion.com
PHA Transportation Consultants (Pang Ho & Associates)	Traffic and Transportation Impacts	2711 Stuart Street Berkeley, CA 94705 Contact: Pang Ho T: (510) 848-9233 P: (510) 848.9233 pang@pangho.com
MIG, Inc. (Previously known as, TRA Environmental Sciences, Inc.)	Environmental, CEQA and Permitting Support, Land Use and Planning, Air Quality/GHG, Noise, Population/Housing, Recreation, Visual, HCP Compliance	2055 Junction Ave., Suite 205 San Jose, CA 95131 Contact: Barbara Beard, Sr. Project Manager T: (650) 327-0429 P: (650) 464-5217 (direct) bbeard@migcom.com
Underwater Resources	Underwater Investigations	Pier 26, The Embarcadero San Francisco, CA 94105 www.underwater-resources.com Contact: Tom Belcher P: (415) 974-5464 F: (415) 974-1749 tbelcher@underwater-resources.com

NOTE:

1. Subconsultant, Cal Engineering & Geology, Inc., now known as Haley & Aldrich, Inc. effective April 1, 2023.
2. Subconsultant, TRA Environmental Services, Inc., now known as MIG, Inc.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

3. Consultant Key Staff and Subconsultants

- A. Consultant's key staff and subconsultants assigned to perform the Services are identified in this Revised Appendix One, Scope of Services, Revised Attachment One, Consultant's Key Staff and Subconsultants.
- B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District for concurrence.
- C. Consultant may utilize subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.
 - 1. Consultant must obtain the District's approval of all subconsultants. Upon the District's request, Consultant must provide copies of all subconsultant agreements.
 - 2. Consultant must require its delegates or subconsultants to agree, in writing, to adhere to terms and conditions of this Agreement.
- D. Any delegation or use of subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.
- E. If any of Consultant's designated key staff persons or subconsultants fail to perform to the satisfaction of the District, on written notice from the District, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.
- F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.
- G. Consultant's Key Staff

The District Project Manager may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.
- H. Consultants Subconsultants
 - 1. The District Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the scope of services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

2. The District's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same scope) or a new Subconsultant is added (to perform new scope), provided the firm complies with all insurance requirements established by the District for such work; such approval will be confirmed in writing.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT TWO
DISPUTE RESOLUTION**

1. Consultant's Questions and Concerns

Questions regarding the Terms, Conditions, and Services relating to this Agreement will be decided by the District who will furnish the decisions to Consultant in writing within 30 days after receiving a written request from Consultant.

2. Dispute Resolution

A. Alternate Dispute Resolution

District intends to use Alternate Dispute Resolution (ADR) techniques including partnering and mediation to resolve disputes relating to the Project.

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

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

3. Negotiations Before and During Mediation

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

4. Voluntary Mediation

A. Initiation of Mediation

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

B. Request for Mediation

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

C. Selection of Mediator

- 1) Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within 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.

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT TWO
DISPUTE RESOLUTION**

D. 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 shall 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.

E. Vacancies

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

F. 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 both Parties and to the mediator.

G. 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.
- 3) All reasonable efforts will be made by the Parties and the mediator to schedule the first session within 60 days after selection of the mediator.

H. Identification of Matters in Dispute

- 1) Parties shall comply with the process as required by the mediator with regard to providing the mediator with a 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.

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT TWO
DISPUTE RESOLUTION**

- 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.

I. 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.

J. 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.

K. Confidentiality

Except as provided by California or federal law or regulation:

- 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:

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT TWO
DISPUTE RESOLUTION**

- 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; and
- d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

1) The mediation shall 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.

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

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

P. 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 travel and other expenses of the mediator, and the expenses of any witness called by the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, will be apportioned as the mediator finds appropriate or as otherwise agreed to by the Parties.

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT TWO
DISPUTE RESOLUTION**

5. 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT THREE
TASK ORDER TEMPLATE**

Task Order No. _____

Title: _____

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

District: _____

Consultant: _____

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

1. Upon full execution of this Task Order No. _____, as set forth in the Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, Article V. Additional Terms and Conditions, paragraph E. Task Orders, and the issuance of a Notice to Proceed by the District Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the Notice to Proceed will be considered outside the contracted Scope of Services and will not be eligible for payment.
2. Both the Scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
 - A. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to the District.
 - B. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification.
 - C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees.
 - D. The distribution detail for each service, direct cost, and reimbursable expense. This information must be included in the invoice for the services authorized pursuant to this Task Order; and
 - E. Project schedule for completing the Scope of Services.
3. Consultant shall be compensated at fixed fees or at the hourly rates established in Revised Appendix Two, Fees and Payments. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT THREE
TASK ORDER TEMPLATE**

4. This Task Order will become effective on the date of full execution by authorized representatives of the Parties and remain in effect until the earlier of: completion of the tasks set forth in Attachment A or [expected completion date].
5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to the District.
6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.
7. Prevailing Wage Requirements. [NOT USED]
 - A. The Scope of Services described in this Task Order is considered by the District to be "Public Works" requiring the payment of prevailing wages. See Revised Standard Consultant Agreement, Revised Appendix Two, Fees and Payments, Article V. Terms and Conditions, paragraph L. Prevailing Wages.
 - B. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in the District's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

8. Signatures:

Signature:

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

DATE

Signature:

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

DATE

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT FOUR
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District, April 2012, Supporting Technical Information Document (STID) for Calero Main and Auxiliary Dams
2	Santa Clara Valley Water District, April 2012, Supporting Technical Information Document (STID) for Guadalupe Dam
3	URS Corporation, 2012, Final Report SSE1B-B Volume 1 & Volume 2- Appendices, Seismic Stability Evaluation of Calero Main Dam and Calero Auxiliary Dam, October 26, 2012.
4	URS Corporation, 2012, Final Report SSE1B-C Volume 1 & Volume 2- Appendices, Seismic Stability Evaluation of Guadalupe Dam, May 22, 2012.
5	URS Corporation, 2012, Design Memorandum No. 7A (DM-7A), Recommended Reservoir Restriction, Seismic Stability Evaluation SSE1B, Calero Reservoir, October 26, 2012.
6	URS Corporation 2012, Design Memorandum No. 8B (DM-8B), Conceptual Remedial Alternatives, Seismic Stability Evaluation SSE1B, Calero Main Dam, October 26, 2012.
7	URS Corporation AMEC, 2012, Design Memorandum No. 7, Recommended Reservoir Restriction, Seismic Stability Evaluation SSE1B, Almaden and Guadalupe Reservoirs, February 28, 2012.
8	URS Corporation AMEC, 2012, Design Memorandum No. 8A (DM-8A), Conceptual Remedial Alternatives, Seismic Stability Evaluation SSE1B, Guadalupe Dam, March 7, 2012.
9	Nelson, J. L., 2007, Calero Main Dam (No. 72-3) Forensic Geologic Report, Santa Clara Valley Water District, October 2007.
10	Draft Application Report: Calero Reservoir Enlargement, Santa Clara Valley Water District, June 1982.
11	DSOD Letter dated April 25, 2012 regarding operating restrictions and Project Schedule for Guadalupe Dam
12	DSOD Letter dated March 23, 2012 regarding operating restrictions and Project Schedule for Calero Dam
13	Archives & Architecture, 2006, Historical and Architectural Evaluation, Bailey / Fellows Ranch site, Calero County Park, November 28, 2005 (Rev. January 3, 2006)

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT FOUR
REFERENCE MATERIALS**

Ref No.	Description
14	Santa Clara Valley Water District, 2012, Dam Maintenance Program, Final Program Environmental Impact Report, January 2012.
15	Santa Clara Valley Water District, 2012, Dam Maintenance Program, Final Program Environmental Impact Report- Appendices, January 2012.
16	Santa Clara Valley Water District, 2012, 2012 Water Supply and Infrastructure Master Plan, October 2012.
17	Black & Veatch, 2012, Guadalupe Dam Intake Structure Evaluation, (memorandum), August 1, 2012.
18	Santa Clara Valley Water District, 2010, Calero/Fellows Dike, Planning Study Report, March 2010.
19	Santa Clara Valley Water District Standards for GIS Products April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf <i>Note: GIS 2021 will be applied to applicable documents going forward.</i>

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

I. GENERAL (UNCHANGED)

Payment for all services performed by Consultant to the satisfaction of the District as described in Appendix One and Revised Appendix One - Scope of Services for this Agreement will be based on the Total Not-to-Exceed (NTE) Fees stated in this Revised Appendix Two for the completion of the associated tasks. The District will make payments to the Consultant according to the terms provided for in this Revised Appendix Two. Payments made by the District to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, subconsultant(s), and equipment including reimbursable, travel, and per diem expenses incurred by the Consultant to complete the work.

II. TOTAL AUTHORIZED FUNDING (UNCHANGED)

Total payment for services performed, as described in Appendix One and Revised Appendix One - Scope of Services, will not exceed a total amount of **\$8,929,811** during the term of this Agreement. Under no conditions will the total compensation to the Consultant exceed this amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors ("Board"), or Chief Executive Officer, or designee, as authorized by the Board. The Consultant guarantees that it will complete the contracted Scope of Services for the Total NTE Amount stated herein.

III. COST BREAKDOWN (UNCHANGED)

The not-to-exceed total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by the District to the Consultant for Supplemental Services without prior written authorization by the District as stated in Appendix One and Revised Appendix One of this Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

COST BREAKDOWN (UNCHANGED)

Task	Description	Original Total Fixed NTE Fees	Amendment No. 1 NTE Fee	Amendment No. 2 NTE Fee	Amendment No. 3 NTE Fee	Amendment No. 4 NTE Fee	Revised Total Fixed NTE Fee
1	Project Management	\$559,722	-	\$420,921	-	\$368,904	\$1,349,547
2	Planning Study	\$1,642,112	-	-	-		\$1,642,112
3	Environmental Documentation and Permit Support	\$1,529,310	-	\$279,052	-	\$841,066	\$2,649,428
4	Develop On-site Borrow and Spoil Requirements	\$360,862	-	-	-	-	\$360,862
5	Design Support	\$120,339	-	\$16,038	-	-	\$136,377
6	Supplemental Services						
		\$691,485	-	\$600,000	-	\$1,500,000	\$2,791,485
Total Not-to-Exceed Amount		\$4,903,830	\$0	\$1,316,011	\$0	\$2,709,970	\$8,929,811

NOTES: Amendment No. 1, Amendment No. 3, and Amendment No. 5 were no-cost amendments.

IV. TERMS AND CONDITIONS (UNCHANGED)

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

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 Hourly/Unit Rate Schedule.
2. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (12) months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates ninety (90) calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.0%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District Deputy Operating Officer.

Amendment No. 5 to Agreement A3675Ae
Calero and Guadalupe Dams Seismic Retrofits Project
Planning and Environmental Services
Ver. 5/16/23

Agreement No. A3675A / CAS File No. 4479

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

HOURLY RATE SCHEDULE (REVISED)

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Rates Effective October 1, 2018	Current Rates Effective June 1, 2020	Current Rates Effective January 1, 2022	Current Rates Effective March 1, 2023
PRIME – GEI INC						
Senior Consultant-Grade 8	\$239	\$243.78	\$248.66	\$253.63	\$263.88	\$269.15
Senior Professional-Grade 7	\$212	\$216.24	\$220.56	\$224.98	\$234.07	\$238.75
Senior Professional-Grade 6	\$179	\$182.58	\$186.23	\$189.96	\$197.63	\$201.58
Senior Professional-Grade 5	\$157	\$160.14	\$163.34	\$166.61	\$173.34	\$176.81
Project Professional-Grade 4	\$133	\$135.66	\$138.37	\$141.14	\$146.84	\$149.78
Project Professional-Grade 3	\$118	\$120.36	\$122.77	\$125.22	\$130.28	\$132.89
Staff Professional-Grade 2	\$108	\$110.16	\$112.36	\$114.61	\$119.24	\$121.63
Staff Professional-Grade 1	\$98	\$99.96	\$101.96	\$104.00	\$108.20	\$110.36
Senior CADD Drafter and Designer	\$118	\$120.36	\$122.77	\$125.22	\$130.28	\$132.89
CADD Drafter/Designer and Senior Technician	\$108	\$110.16	\$112.36	\$114.61	\$119.24	\$121.63
Technician, Word Processor, Administrative Staff	\$88	\$89.76	\$91.56	\$93.39	\$97.16	\$99.10
SUBCONSULTANT(S)						
URS Corporation						
Principal	\$232	\$236.67	\$241.40	\$246.23	\$256.18	\$261.30
Principal Engineer/Geologist/Scientist	\$200	\$204.00	\$208.08	\$212.24	\$220.00	\$225.23
Senior Project Engineer/Geologist/Scientist IV	\$170	\$173.40	\$176.87	\$180.41	\$187.69	\$191.45
Senior Project Engineer/Geologist/Scientist III	\$160	\$163.20	\$166.46	\$169.79	\$176.65	\$180.19
Senior Project Engineer/Geologist/Scientist II	\$140	\$142.80	\$145.66	\$148.57	\$154.57	\$157.66
Senior Staff GIS/CADD	\$129	\$131.58	\$134.21	\$136.90	\$142.43	\$145.27
Senior Project Engineer/Geologist/Scientist I	\$125	\$127.50	\$130.05	\$132.65	\$138.01	\$140.77
Project Engineer/Geologist/Scientist	\$115	\$117.30	\$119.65	\$122.04	\$126.97	\$129.51
Senior Engineer/Geologist/Scientist II	\$110	\$112.20	\$114.44	\$116.73	\$121.45	\$123.88
Senior Engineer/Geologist/Scientist I	\$100	\$102.00	\$104.04	\$106.12	\$110.41	\$112.62
Staff Engineer/Geologist/Scientist II	\$90	\$91.80	\$93.64	\$95.51	\$99.37	\$101.35
Staff GIS/CADD	\$85	\$86.70	\$88.43	\$90.20	\$93.85	\$95.72
Staff Engineer/Geologist/Scientist I	\$85	\$86.70	\$88.43	\$90.20	\$93.85	\$95.72
Administrative Professional	\$70	\$71.40	\$72.83	\$74.28	\$77.29	\$78.83

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Rates Effective October 1, 2018	Current Rates Effective June 1, 2020	Current Rates Effective January 1, 2022	Current Rates Effective March 1, 2023
Cal Engineering & Geology (Haley & Aldrich)						
Principal Engineer or Geologist	\$198	\$201.96	\$206.00	\$210.12	\$218.61	\$222.98
Consulting Geotechnical Engineer	\$195	\$198.90	\$202.88	\$206.94	\$215.30	\$219.60
Associate Engineer		\$196.32	\$192.47	\$196.32	\$204.25	\$208.34
Senior Engineer or Geologist	\$140	\$142.80	\$145.66	\$148.57	\$154.57	\$157.66
Project Engineer or Geologist	\$110	\$112.20	\$114.44	\$116.73	\$121.45	\$123.88
Staff Engineer or Geologist	\$95	\$96.90	\$98.84	\$100.81	\$104.89	\$106.99
Field Technician (Prevailing Wage)	\$105	\$107.10	\$109.24	\$111.43	\$115.93	\$118.25
Project Assistant	\$70	\$71.40	\$72.83	\$74.28	\$77.29	\$78.83
H.T. Harvey & Associates						
Principal	\$215	\$219.30	\$223.69	\$228.16	\$237.38	\$242.12
Principal (Sr. Wetlands/Plant Ecologist)	\$215	\$219.30	\$223.69	\$228.16	\$237.38	\$242.12
Associate (Restoration Ecologist)	-	\$182.58	\$186.23	\$189.96	\$197.63	\$201.58
Sr. Ecologist 1 (Project Manager/Wildlife Ecologist)	\$147	\$149.94	\$152.94	\$156.00	\$176.44	\$179.97
Sr. Ecologist 1 (Herpetologist)	\$147	\$149.94	\$152.94	\$156.00	\$162.30	\$165.55
Ecologist 1 (Plant Ecologist)	\$116	\$118.32	\$120.69	\$123.10	\$162.30	\$165.55
Sr. GIS Analyst	-	-	-	-	\$130.53	\$133.14
GIS Specialist	\$105	\$107.10	\$109.24	\$111.43	\$115.93	\$118.25
Support	\$80	\$81.60	\$83.23	\$84.89	\$88.33	\$90.09
JDH Corrosion Consultants, Inc.						
Principal-Project Manager	\$191.40	\$195.23	\$199.13	\$203.12	\$211.32	\$215.55
Asst. Project Manager	\$175.45	\$178.96	\$182.54	\$186.19	\$193.71	\$197.59
Project Engineer	\$127.28	\$129.83	\$132.42	\$135.07	\$140.53	\$143.34
Sr. Corrosion Tech.	\$127.28	\$129.83	\$132.42	\$135.07	\$140.53	\$143.34
Project Engineer	\$143.55	\$146.42	\$149.35	\$152.34	\$158.49	\$161.66
Field Engineer	\$98.12	\$100.08	\$102.08	\$104.13	\$108.33	\$110.50
Field Technician	\$109.96	\$112.16	\$114.40	\$116.69	\$121.40	\$123.83
Field Technician	\$111.65	\$113.88	\$116.16	\$118.48	\$123.27	\$107.77
Drafting – AutoCAD	\$95.70	\$97.61	\$99.57	\$101.56	\$211.32	\$215.55
PHA Transportation Consultants						
Principal	\$160	\$163.20	\$166.20	\$169.79	\$176.65	\$180.19
Senior Engineer	\$140	\$142.80	\$145.66	\$148.57	\$154.57	\$157.66
TRA Environmental Sciences, Inc. (MIG, Inc.)						
Senior Project Manager	\$160	\$163.20	\$166.46	\$169.79	\$176.65	\$180.19
Senior Biologist II	\$140	\$142.80	\$145.66	\$148.57	\$154.57	\$157.66
Senior Analyst II	\$140	\$142.80	\$145.66	\$148.57	\$154.57	\$157.66
Analyst III	\$110	\$112.20	\$114.44	\$116.73	\$121.45	\$123.88
Support Staff	\$75	\$76.50	\$78.03	\$79.59	\$82.81	\$84.46

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Rates Effective October 1, 2018	Current Rates Effective June 1, 2020	Current Rates Effective January 1, 2022	Current Rates Effective March 1, 2023
Underwater Resources, Inc.						
Project Manager	\$135/hr.	\$137.70	\$140.45	\$143.26	\$149.05	\$152.03
Diving Supervisor	\$1,100/Shift	\$1,122.00/Shift	\$1,144.44/Shift	\$1,167.33/Shift	\$1214.49	\$1238.78
Diving Supervisor OT	\$170/OT hr.	\$173.40/OT hr.	\$176.87/OT hr.	\$180.41/OT hr.	\$187.69	\$191.45
Diver	\$1,640/Shift	\$1,672.80/Shift	\$1,706.26/Shift	\$1,740.39/Shift	\$1810.69	\$1846.91
Diver OT	\$265/hr.	\$270.30	\$275.71	\$281.22	\$292.58	\$298.43
Shop Labor	\$85/hr.	\$86.70	\$88.43	\$90.20	\$93.85	\$95.72

NOTES: Revised rates listed above were approved by District per letters dated October 3, 2018 and March 22, 2023 to Consultant which were formally incorporated in Amendment No. 3 and Amendment No. 5.

- B. Upon the written approval of the District's Deputy Operating Officer stated herein, unused fees from a completed or cancelled task may be reallocated to an uncompleted task provided that the Agreement Total Not-to-Exceed Amount is not exceeded. Transferring fees from an uncompleted task to another task will not be permitted.
- C. Upon the written approval of the District's Deputy Operating Officer referenced herein, the scope of services described in a task may be reduced or eliminated. If the scope of services is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- D. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to the District.
- E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order. Expenses incurred by the Consultant for subconsultants providing professional services and for subcontractor, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all lab services regardless of cost.
- F. All other direct expenses not included in overhead including, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, will be billed monthly at cost linked to each Agreement Task, as approved by the District's Project Manager.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

G. Reimbursable Expenses

1. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant and its subconsultants for mileage and travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its subconsultants for mileage incurred from District Headquarters or Consultant's and subconsultants' firm addresses, whichever is closer to the destination, to Project site(s) community outreach meetings, partnering meetings, Dispute Review Board meetings, and meetings with regulatory agencies, if directed or authorized by the District.
2. Travel, including air travel, overnight accommodations, and per diem, required for performance of this Agreement will be paid at reasonable cost not-to-exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval for such travel has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of taxi, rideshare or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

H. Consultant's monthly invoices will be prepared in accordance with the terms of this Revised Appendix Two and the Standard Consultant Agreement Section IV, Fees and Payments, and represent work performed and reimbursable costs incurred during the identified billing period and will be consistent with Appendix One and Revised Appendix One and include the following:

1. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.
2. Direct charges by Scope of Service Task.
3. Consultant's summary of the amount Consultant has been billed by their subconsultants and subcontractors and further detailed by Scope of Service Task.
4. Direct charges must reflect actual fees versus the Agreement not to exceed fees in this Revised Appendix Two.

I. Before submitting monthly invoices, the Monthly Progress Report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's preliminary review of the draft invoice does not

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.

- J. Invoices will include a summary of labor expenditures, direct costs, and billed subconsultant charges. Billing statements, transmitted separately from the Monthly Progress Reports, will be organized such that the billing categories correspond with the Scope of Services tasks.
- K. District's Project Manager will review invoice within five (5) working days of receipt, address any questions with Consultant's Construction Manager, and approve the undisputed amount of the invoice within ten (10) working days of receipt of the invoice. District will pay undisputed invoices within thirty (30) calendar days from date invoice is approved by District's Project Manager.
- L. Prevailing Wages
 - 1. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code §1771, et. seq. and the applicable implementing regulations. If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
 - 2. Labor Code §1720 provides as follows:

“(a) As used in this chapter, “public works” means all of the following:

 - (1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, “construction” includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, “installation” includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.”
 - 3. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

4. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
5. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.
6. All records or documents required to be kept verifying statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to the District, in electronic and hard copy format, at the District's discretion, and hard copies made available at any time during regular business hours, upon written request by the District.

7. California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements

Prior to the District executing a Task Order for Services involving public works, as defined herein, the Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by the District, that Consultant and its Subconsultant(s) are in compliance with the California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements.

- M. Consultant's services will be performed by its staff members and subconsultants' staff members at the lowest hourly rates commensurate with the complexity of the required services.
- N. Consultant's attention is directed to Section IV of the Revised Standard Consultant Agreement regarding Fees and Payments and the corresponding retention clause.
- O. Small Business Enterprise (SBE) Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the services, estimated to be 30 percent or more of the Total Not to Exceed Amount stated in this Revised Appendix Two and Consultant agrees to use its best efforts to meet this goal. With each monthly progress report, Consultant shall provide level of Small Business Enterprise (SBE) participation.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

1. This Agreement commences on the date specified in the introductory paragraph of the Standard Consultant Agreement portion of this Agreement. The term of this Agreement expires **May 31, 2026**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
2. Consultant will commence Tasks listed in Appendix One and Revised Appendix One of this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.
3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with the Project Schedule table as shown below. Consultant will coordinate services with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings, and Deliverables.
4. The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of Tasks and Deliverables are subject to advance written approval by District. Consultant's attention is directed to District's Revised Standard Consultant Agreement, Section VII. Delays and Extensions.
5. Project Delays - The Consultant will make all reasonable efforts to comply with the Project Schedule as shown here in Revised Appendix Three. In the event the Project Schedule will be delayed, Consultant will notify the District as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Project Schedule. This language will prevail should any conflict or discrepancy occur between this provision and the Revised Standard Consultant Agreement portion of this Agreement, Section VII. Delays and Extensions.
6. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as a written administrative modification to the Agreement and such approval will be confirmed in writing.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

PROJECT SCHEDULE (UNCHANGED)

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

This page intentionally left blank.