

**AMENDMENT NO. 2 TO AGREEMENT A3676A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

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 A3676A (Agreement) dated August 27, 2013 as amended by Amendment No. 1 dated December 30, 2015, between SANTA CLARA VALLEY WATER DISTRICT (District) and URS CORPORATION, DBA URS CORPORATION AMERICAS (Consultant), collectively the "Parties."

RECITALS

WHEREAS, Consultant is currently performing professional engineering design services for the Anderson Dam Seismic Retrofit Project (Project); and

WHEREAS, the Agreement has an expiration date of August 29, 2016; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to provide additional time for the Consultant to perform design services; a subsequent amendment will be recommended for approval to the District's Board of Directors describing the revised scope of services; providing for an increased not-to-exceed compensation limit correlating to the additional services; and extending the term of the Agreement to allow sufficient time for Consultant to perform the revised scope.

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

- A. The Agreement, STANDARD CONSULTANT AGREEMENT, SECTION II DUTIES OF CONSULTANT, paragraphs 8. and 9. are revised to state as follows:

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

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

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

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

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

C. Appendix One, Article VI. ADDITIONAL TERMS AND CONDITIONS, is amended as follows:

1. Paragraph A. 2. Consultant as Independent Contractor is modified to state as follows:

"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, in the

form of an amendment executed by both Parties, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of moneys due or to become due in accordance with this Agreement will be to the extent permitted by law and will be subject to all proper set-offs, deductions, and withholdings in favor of the District.”

2. Paragraph F. 2. Conflict of Interest is modified to state as follows:

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

1. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services under this Agreement shall file in a manner prescribed by the District an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within thirty (30) calendar days of the effective date of this Agreement; and
 - b. Within thirty (30) calendar days of Consultant hiring, adding or promoting to a designated filer position employees, officers, agents, subconsultants, and subcontractors to perform services under this Agreement.
2. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services under this Agreement that filed an Assuming Office Statement shall file in a manner prescribed by the District an amendment to their Form 700 any time there is a change to their disclosure information.
3. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services under this Agreement that filed an Assuming Office Statement shall file with the District an Annual Statement in a manner prescribed by the District during the District’s annual filing season as determined by the District.
4. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services under this Agreement that filed an Assuming Office Statement shall file in a manner prescribed by the District a Leaving Office Statement when one of the following occurs:

- a. Upon termination of this Agreement.
 - b. Within thirty (30) calendar days of Consultant employees, officers, agents, subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in the District's Conflict of Interest Code).
5. Consultant understands and agrees that its employees, officers, agents, subconsultants, and subcontractors may be disqualified from providing services to the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If Consultant's employees, officers, agents, subconsultants, and subcontractors are disqualified from providing services, on written notice from District's Project Manager, Consultant will have fifteen (15) calendar days to remove that employee's, officers, agent's, subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to the District.
6. Further, the failure of Consultant's employees, officers, agents, subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed herein or by the District is deemed a material breach and may result in termination of the Agreement for cause."
3. Paragraph I. District Quality Environment Management System Awareness and Training is modify to state:
 - "I. District Quality and Environmental Management System (QEMS) Awareness

As an on-site provider of services that has the potential to result in significant environmental impacts, Consultant is required to review the QEMS Fact Sheet, incorporated herein by this reference hereto, with any of the employee(s), subcontractor(s), and/or subconsultant(s) ("Staff") performing services on behalf of the District, and make Staff aware of the District's Quality and Environmental Policy and their role and responsibility in achieving conformity with the expectations. The District will provide Consultant with the current version of the QEMS Fact Sheet upon execution of this Amendment No. 2 to the Agreement."
- D. Appendix Two, Fees and Payments, Article IV. Terms and Conditions, paragraph #10. Prevailing Wages, is modified to state as follows:

“10.. Prevailing Wages

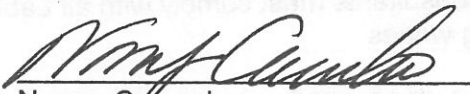
- a. The services to be performed pursuant to this Agreement are considered “Public Works” subject to California Labor Code §1771, et. seq. and the applicable implementing regulations.
 - b. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of “Public Works.” If Consultant’s services include such work, Consultant and its subconsultants must comply with all Labor Codes applicable to prevailing wages.
 - c. The Consultant and its subconsultants shall not engage in the performance of public work, as defined in California Labor Code Section 1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5.
 - d. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will be entitled to adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
 - e. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. The Consultant and subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner monthly, in a format prescribed by the Labor Commissioner.
 - f. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.”
- E. Appendix Three, Schedule of Completion, paragraph #1. is amended to revise the Agreement expiration date from August 29, 2016 to December 31, 2016.
- F. All other terms and conditions of Agreement A3676A and Amendment No. 1 not amended herein remain in full force and effect.

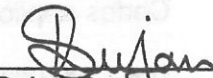
(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 2 TO AGREEMENT A3676A THROUGH THE SIGNATURE OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

URS CORPORATION, DBA URS
CORPORATION AMERICAS
"Consultant"

By: 
Norma Camacho
Interim Chief Executive Officer

By: 
Sujan Punyamurthula
Vice President

Date: 8/11/16

Date: 08/08/2016

Firm Address:

1333 Broadway, Suite 800
Oakland, CA 94612