

**AMENDMENT NO. 10 TO AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

This Amendment No. 10 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of Standard Consultant Agreement A3676A (Agreement) dated August 27, 2013, Amendment No. 1 dated December 28, 2015, Amendment No. 2 dated August 11, 2016, Amendment No. 3 dated February 21, 2017, Amendment No. 4 dated May 17, 2017, Amendment No. 5 dated July 25, 2017, Amendment No. 6 dated October 23, 2018, Amendment No. 7 dated June 2, 2020, Amendment No. 8 dated January 5, 2021, and Amendment No. 9 dated February 14, 2023 between SANTA CLARA VALLEY WATER DISTRICT (District or Valley Water) and URS CORPORATION, DBA URS CORPORATION AMERICAS (Consultant), collectively the Parties.

RECITALS

WHEREAS, Consultant is providing design services for the Anderson Dam Seismic Retrofit Project (ADSRP) and engineering support during construction for the Anderson Dam Tunnel Project (ADTP), collectively the Project; and

WHEREAS, the Agreement currently expires on December 31, 2025; and

WHEREAS, the District is proceeding with design and construction of the Project in two phases, each with its own set of Contract Documents prepared by Consultant: a new low-level outlet at Anderson Dam (Stage 1: ADTP) and the larger Anderson Dam Seismic Retrofit Project (Stage 2: ADSRP); and

WHEREAS, the ADTP is in construction; the design of the ADSRP is near completion; and external regulatory review of the design of the ADSRP is ongoing by the Federal Energy Regulatory Commission (FERC), the California Department of Water Resources, Division of Safety of Dams (DSOD), and an independent, technical Board of Consultants (BOC); and

WHEREAS, the Parties desire to amend the Agreement to incorporate terms required by the Water Infrastructure Finance and Innovation Act (WIFIA) loan agreement between the U.S. Environmental Protection Agency (EPA) and the Valley Water for ADSRP and ADTP; to extend its term to provide sufficient time for Consultant to perform additional design services for the ADSRP and engineering support during construction for the ADTP; increase the total not-to-exceed Fee to provide for additional compensation related to the additional services; modify the Project Schedule for the Consultant's performance in consideration of the added scope and extended term; and make other administrative changes.

NOW, THEREFORE, in consideration for 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, Amendment No. 4, Amendment No. 5, Amendment 6, Amendment No. 7, Amendment No. 8, and Amendment No. 9, District and Consultant hereby agree to amend the Agreement as follows:

1. Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, is amended as set forth in the Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, attached hereto and incorporated herein by this reference.
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

**AMENDMENT NO. 10 TO AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

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 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.
5. 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.
6. Revised Standard Consultant Agreement, Revised Appendix Four, Insurance Requirements, is amended as set forth in the Revised Standard Consultant Agreement, Revised Appendix Four, Insurance Requirements, attached hereto and incorporated herein by this reference.
7. All other terms and conditions stated in Agreement A3676A Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, and Amendment No. 9 not otherwise amended as stated herein, remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 10 TO AGREEMENT A3676A THROUGH THE SIGNATURE OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

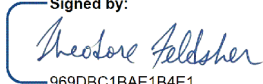
**URS CORPORATION, DBA URS
CORPORATION AMERICAS**
Consultant

By: _____
Tony Estremera
Chair, Board of Directors

Date: _____

ATTEST:

Candice Kwok-Smith
Interim Clerk, Board of Directors

Signed by:
By:  _____
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Vice President

Date: 3/11/2025

Consultant's Address:
300 Lakeside Drive., Suite 400
Oakland, CA 94612

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

This Revised Appendix One, Scope of Services amends the current Revised Appendix One, Scope of Services as stated herein. This Revised Appendix One, Scope of Services describes the design services tasks to be undertaken by Consultant for the Anderson Dam Seismic Retrofit Project (ADSRP) during the remainder of the Project design phase and engineering support during construction to be undertaken by Consultant during construction of the Anderson Dam Tunnel Project (ADTP).

I. PROJECT OBJECTIVES (REVISED)

A. The District's objectives for the ADSRP Project include:

1. Stabilize the dam embankment for the Maximum Credible Earthquake (MCE) on the Calaveras and Coyote Creek Range Front 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 Maximum Credible Earthquake on the Coyote Creek Range Front faults; meet current State of California Department of Water Resources, Division of Safety of Dams (DSOD) emergency drawdown requirements, and provide additional flood management requirements for District's use; and
4. Incorporate other dam safety deficiencies that are identified in Problem Definition Memorandum and through the Design Phase of Project delivery.

B. Consultant's Services will support the District's objectives for the Project as follows:

1. Resolve the seismic deficiencies per Division of Safety of Dams (DSOD) and Federal Energy Regulatory Commission (FERC) standards;
2. Meet the District's Dam maintenance and operational requirements;
3. Meet the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures;
4. Meet the requirements of all federal, state, and local laws and regulations required for Project delivery;
5. Meet requirements of resource and regulatory agencies (permitting agencies) including DSOD and FERC; and
6. Result in the District's Board of Directors, FERC, and DSOD approving Project decisions.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

II. INTENT (REVISED)

A. Consultant will perform the following professional design services:

1. Design the recommended Project (alternative) to resolve the seismic deficiencies with the embankment and outlet works per DSOD and FERC requirements;
2. Design the recommended Project (alternative) to resolve deficiencies with the passage of the PMF (including spillway and/or crest modifications) in accordance with DSOD and FERC requirements;
3. Meet the District's maintenance and operational requirements;
4. Meet the requirements of all federal, state, and local laws and regulations required for Project delivery;
5. Meet the requirements of resource and regulatory agencies (permitting agencies) including DSOD and FERC;
6. Produce a Final Design that will be recommended by District staff for approval by the District's Board of Directors; and
7. Provide engineering support during construction for the Anderson Dam Tunnel Project (ADTP).

B. Consultant and its sub-consultants providing professional services described in this Scope of Services for this Agreement must be entirely unique and separate corporations from all other firms performing professional services for District relating to this Project. Consultant and its sub-consultants associated with this Agreement will be precluded from competing for construction management or construction services during the construction phase of the Project. Subcontractors, vendors, and suppliers providing non-professional services, such as but not limited to lab testing, soil borings, or other may propose and/or contract with prime consultants or the District for each of the separate professional services referenced below in Section IV. Project Delivery Approach.

C. District staff is currently preparing the necessary Project environmental documentation and securing the necessary environmental regulatory permits in conjunction with the Environmental Consultant.

III. PROJECT BACKGROUND (REVISED)

A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- B. Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. Valley Water 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 two million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit www.valleywater.org.
- C. 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.
- D. Anderson Dam is an embankment dam with an approximate maximum height of 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 embankment dam includes upstream and downstream rockfill shells (Zones 1 and 4) and a compacted clay core (Zones 2 and 3). The dam was originally constructed to elevation 641 feet, but was subsequently raised approximately 7 feet in height in 1987. The existing volume of the embankment dam is approximately 3.3 million cubic yards.
- E. Anderson Dam impounds Anderson Reservoir. Anderson Reservoir's capacity is approximately 90,400 acre-feet, and receives water from local rainfall, from the upstream Coyote Reservoir, and from water pumped from the U.S. Bureau of Reclamation's San Felipe Division of the Central Valley Project. The spillway is located immediately north of the embankment dam and has a capacity of approximately 63,000 cubic feet per second (cfs). The outlet works has a capacity of approximately 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, which is used to convey raw water to these plants for treatment. Anderson Reservoir is also used to supply groundwater recharge to both North County (via Coyote Creek) and South County (via Main Avenue Pipeline).
- F. The Project was initiated based on findings from the 2011 Seismic Stability Evaluation of Anderson Dam, which was prepared for the District by a consulting firm, AMEC Geomatrix, Inc. This study found that there was potential for seismically-induced slope instability and excessive deformation of the upstream and downstream slopes of the embankment dam due to potentially liquefiable material in the foundation and at the base of the embankment dam. Additionally, this study found that there was potential for fault rupture to occur along the Coyote Creek Range Front faults that could damage the outlet works.
- G. Planning for the Project began in 2012. The District retained HDR Engineering, Inc. (HDR), as the Planning Consultant to perform preliminary engineering for the Project. During Planning Phase, additional dam safety deficiencies were identified including the inadequate outlet works capacity to draw down the reservoir per DSOD requirements, and inability to safely pass the Probable Maximum Flood (PMF),

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

based on an updated PMF hydrologic analysis performed by HDR. The recommended Project (alternative) identified during planning phase included a new high-level outlet, new low-level outlet in an oversized tunnel, spillway and dam crest modifications, and upstream and downstream buttresses to stabilize the embankment dam.

- H. Design for the project began in 2013. The District retained URS Corporation, DBA URS Corporation Americas (Consultant), as the Design Consultant to perform design services for the Project. During Design Phase, additional dam safety deficiencies were identified including concerns with the transition zone located between the compacted clay core and the upstream and downstream rockfill shells, potential for fault rupture across the embankment, and potential for liquefiable material in the upstream rockfill shell. A modified Project was developed to address these deficiencies.
 - 1. The modified Project includes the replacement of most of the existing embankment dam with a new embankment dam that will meet modern dam safety and performance standards. Much of the material from the existing embankment dam will be reused to construct the new embankment dam. The size of the new embankment dam will be similar to that of the existing embankment dam. The new embankment dam cross-section will be a compacted, zoned embankment dam with a central clay core zone with adjacent filter, drain, and transition zones. Relatively coarse-grained shell zones will flank the filter and drain zones on the upstream and downstream sides of the embankment dam. These features would address the previously-described dam deficiencies. All the liquefiable material in the foundation and in the dam itself will also be removed.
- I. As a result of a major spillway incident at Oroville Dam in 2017, both FERC and DSOD requested the District perform a comprehensive condition assessment of the spillway at Anderson Dam. Based on the assessment results and a subsequent spillway focused Potential Failure Mode Analysis (PFMA), a recommendation to remove and replace the existing lined spillway was added to the modified Project.
- J. By letter dated February 20, 2020, FERC advised the District that, due to the limited outlet capacity at the existing Anderson Dam and the presence of populated areas downstream of the dam, the District must take all measures available to reduce the risk of failure from an earthquake as much as possible until full remediation of the Anderson Dam is accomplished.
 - 1. FERC specifically directed the District to: (1) maintain the Anderson Reservoir no higher than 565 feet (NAVD88); (2) begin further lowering of the reservoir to elevation 490 feet (dead pool) no later than October 1, 2020; and (3) within thirty

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

days from the date of their letter, file with FERC's Regional Engineer, a plan and schedule for construction of a new low-level outlet as soon as possible.

2. To comply with the FERC directive, the plan detailed the schedule for construction of the new low-level outlet at Anderson Dam (Stage 1: ADTP) and the schedule for construction of the larger Anderson Dam Seismic Retrofit Project (Stage 2: ADSRP).
- K. By letter dated February 8, 2022, the DSOD required that the design capacity objective for the unlined portion of the spillway channel be the Probable Maximum Flood, resulting in the need to extend the lined spillway to the downstream end of the currently unlined portion.
- L. By letter dated May 22, 2023, the Board of Consultants (BOC) recommended consideration be given to an intake tower as an alternate to the sloping intake structure for the low-level outlet given new information on the faulting characteristics of the right abutment.
- M. By letter dated June 14, 2023, the BOC expressed concerns on the ADSRP construction schedule and recommended the construction schedule risk be addressed as a matter of public safety. By letter dated April 5, 2024, the DSOD expressed similar concerns on the ADSRP construction schedule.

IV. PROJECT DELIVERY APPROACH (REVISED)

The District plans to deliver this Project by retaining independent, separate consulting firms as described below:

1. The Project Management Consultant (PMC or Project Management Team) led by Black & Veatch Corporation has been retained to assist with the delivery of the Project at the direction of the District.
2. The Planning Consultant (PC or Planning Team) led by HDR Engineering, Inc. (HDR), was retained to perform preliminary engineering services and to develop the required environmental documents in support of the Project. The Planning Consultant was responsible for defining deficiencies in existing facilities, defining criteria that provide a basis for engineering solutions to address the deficiencies, developing conceptual engineering solutions to address the deficiencies, and evaluating the concepts and recommending a Project to the District for authorization by the District's Board of Directors (Board).

HDR's consultant agreement with the District was amended to reduce its scope, which has now been completed, consistent with HDR's completed Project role.

3. An Environmental Consultant led by Horizon Water and Environment, LLC (Horizon), was retained to develop the required environmental documents drafted by HDR and assist in securing the environmental regulatory permits.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

Horizon's consultant agreement with the District was amended to reduce its scope, which has now been completed, consistent with Horizon's completed Project role.

4. The Environmental Consultant (EC or Environmental Team) led by Rincon Consultants, Inc. (Rincon), has been retained to complete the required environmental documents prepared by Horizon Water and Environment, LLC and assist in securing the environmental regulatory permits.
5. An Environmental Consultant, H. T. Harvey & Associates (HT Harvey), has been retained to provide state and federal regulatory agency permit application development and processing, Santa Clara Valley Habitat Plan compliance documentation, terrestrial habitat restoration design support, biological monitoring of terrestrial natural resources for FERC Order Compliance Project environmental compliance, and general environmental support services for terrestrial natural resources topics, as needed.
6. An Environmental Consultant, Stillwater Sciences, has been retained to provide regulatory permitting services, creek restoration modeling and design support for Project conservation measures, federal Endangered Species Act Section 7 consultation for fisheries resources, biological monitoring of fisheries resources for FERC Order Compliance Project environmental compliance, and general environmental support services for fisheries resources topics, as needed.
7. Consultant, serving as the Design Consultant (DC or Design Team), is performing design services for the Project, including developing the Project design, preparing construction documents, and providing engineering support for solicitation of the construction contracts for the Project. The scope of services for Consultant to perform engineering support during construction of the ADTP was added in Amendment No. 8 to this Agreement. Engineering support services to be performed during construction of the ADSRP shall be negotiated with the Consultant and included in a future amendment to this Agreement.
8. The Construction Management Consultant (CM or Construction Manager) led by COWI North America, Inc., has been retained to oversee the ADTP construction contract and coordinate with the Design Consultant during construction in conformance with the Design Consultant's engineering plans and specifications, stamped and signed by a registered engineer; DSOD and FERC's construction inspection and monitoring requirements; the Valley Water-certified environmental compliance, specifically the requirements defined in the mitigation and monitoring plan; and ADTP close-out in accordance with Valley Water requirements.

V. PROJECT TASKS - GENERAL CONDITIONS (REVISED)

1. Consultant is required to work closely and collaborate with Project Management Consultant, Planning Consultant, Environmental Consultant, Construction Management Consultant, District Management, and District engineering, operations and maintenance staff to gain the necessary understanding of District's

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

requirements, needs, operational constraints and preferences to address and complete key milestones and deliverables associated with this Scope of Services.

2. Review of Deliverables: At the direction of the District, reports/memoranda shall undergo preliminary review and comment by either the District or the PMC. Consultant shall incorporate preliminary comments from the District and/or the PMC prior to subsequent review and comment of deliverables by the District. As detailed herein, some deliverables (including but not limited to plans, specifications and cost estimates) are also subject to review and comment from regulatory agencies following District review process.
3. Consultant is responsible for performing the Scope of Services in compliance with all applicable federal, state, local, and District regulatory standards and guidelines.
4. 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. Consultant shall make available upon request by the District, qualifications and licensing of personnel used in execution of the work.
5. Consultant shall use Microsoft Office software and versions of applications for word processing, spreadsheets, scanned documents, and the latest version of Autodesk Civil 3D software that is compatible with Valley Water's current software and Autodesk software that meets District software application standards used at the time the Project work starts.
6. Consultant shall submit deliverables in both electronic and hardcopy format. Deliverables shall be submitted in PDF and native (editable) format, including Microsoft Office software such as Word documents, Excel spreadsheets, PowerPoint files, AutoCAD (Autodesk Civil 3D) 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.
7. Drawings shall comply with District's Computer-Aided Design and Drafting (CADD) standards (including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views).
8. 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.
9. Engineering Estimates shall be prepared using the "bottom-up" methodology employed by contractors preparing bids for the construction work. The estimates must utilize a clear and logical work breakdown structure, with key assumptions on

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

contractor productivity and equipment and labor spread for each piece of work. Labor rates shall be based on prevailing wage by craft and include both direct salary and fringes. Backup shall be included for equipment rates and material costs. A clear basis shall be provided for field and home office overhead, as well as any markups and profit.

10. The District and the PMC will facilitate access to District facilities as required for the Consultant to complete this Scope of Services.

DESIGN PHASE TASKS (REVISED)

Services to be provided by the Consultant are described by task categories described below. Refer to Revised Appendix Two, Fees and Payments, and Revised Appendix Three, Schedule of Completion, which correlate with the tasks listed below.

There are eleven (11) major tasks in the ADSRP design phase and ADTP Construction Phase which include:

Task 1 - Project Management Services (REVISED).

Task 2 - Data Collection and Investigations (UNCHANGED)

Task 2A - Phase 3, 4, 5, 6, and 10 Geotechnical (REVISED)

Task 3A - Basis of Design (Approved for Design) (REVISED)

Task 3B - Basis of Design (Prior Approval Required) (REVISED)

Task 4 - 30 Percent Design Document Preparation (REVISED)

Task 5 - 60 Percent Design Document Preparation (REVISED)

Task 6 - 90 Percent Design Document Preparation (REVISED)

Task 7 - Final Design Document Preparation (REVISED)

Task 8 - Bid and Award Services (REVISED)

Task 9 - Supplemental Services during Design and Construction (REVISED)

Task 10 - Engineering Support During ADTP Construction (REVISED)

Task 11 - Engineering Support During ADTP Construction (Prior Approval Required)
(UNCHANGED)

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

AGREEMENT/AMENDMENT SUMMARY

Original Agreement		Amendment No. 7		Amendment No. 8		Amendment No. 9		Amendment No. 10	
Task No.	Task Description	Task No.	Task Description	Task No.	Task Description	Task No.	Task Description	Task No.	Task Description
1	Project Management Services	1	Project Management Services	1	Project Management Services (REVISED)	1	Project Management Services (REVISED)	1	Project Management Services (REVISED)
2	Data Collection and Investigations	2	Data Collection and Investigations	2	Data Collection and Investigations (UNCHANGED)	2	Data Collection and Investigations (UNCHANGED)	2	Data Collection and Investigations (REVISED)
-	-	-	-	-	-	-	-	-	-
-	-	2A	Phase 3, 4, 5 and 6 Geotechnical (REVISED and RETITLED)	2A	Phase 3, 4, 5 and 6 Geotechnical (UNCHANGED)	2A	Phase 3, 4, 5, 6 and 9 Geotechnical (REVISED)	2A	Phase 3, 4, 5, 6 and 9 Geotechnical (REVISED)
3A	Basis of Design (Approved for Design)	3A	Basis of Design (Approved for Design) (REVISED)	3A	Basis of Design (Approved for Design) (REVISED)	3A	Basis of Design (Approved for Design) (REVISED)	3A	Basis of Design (Approved for Design) (REVISED)
3B	Basis of Design (Prior Approval Required)	3B	Basis of Design (Prior Approval Required) (REVISED)	3B	Basis of Design (Prior Approval Required) (REVISED)	3B	Basis of Design (Prior Approval Required) (REVISED)	3B	Basis of Design (Prior Approval Required) (REVISED)
4	30 Percent Design Document Preparation	4	30 Percent Design Document Preparation	4	30 Percent Design Document Preparation (UNCHANGED)	4	30 Percent Design Document Preparation (UNCHANGED)	4	30 Percent Design Document Preparation (REVISED)
5	60 Percent Design Document Preparation	5	60 Percent Design Document Preparation	5	60 Percent Design Document Preparation (UNCHANGED)	5	60 Percent Design Document Preparation (UNCHANGED)	5	60 Percent Design Document Preparation (REVISED)
6	90 Percent Design Document Preparation	6	90 Percent Design Document Preparation (REVISED)	6	90 Percent Design Document Preparation (REVISED)	6	90 Percent Design Document Preparation (UNCHANGED)	6	90 Percent Design Document Preparation (REVISED)
7	Final Design Document Preparation	7	Final Design Document Preparation (REVISED)	7	Final Design Document Preparation (REVISED)	7	Final Design Document Preparation (REVISED)	7	Final Design Document Preparation (REVISED)
8	Bid and Award Services	8	Bid and Award Services (REVISED)	8	Bid and Award Services (REVISED)	8	Bid and Award Services (REVISED)	8	Bid and Award Services (REVISED)
9	Supplemental Services	9	Supplemental Services During	9	Supplemental Services During Design and	9	Supplemental Services During Design and	9	Supplemental Services During Design and

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

Original Agreement		Amendment No. 7		Amendment No. 8		Amendment No. 9		Amendment No. 10	
Task No.	Task Description	Task No.	Task Description	Task No.	Task Description	Task No.	Task Description	Task No.	Task Description
	During Design		Design (REVISED)		Construction (REVISED)		Construction (REVISED)		Construction (REVISED)
-	-	-	-	10	Engineering Support During ADTP Construction (NEW)	10	Engineering Support During ADTP Construction (REVISED)	10	Engineering Support During ADTP Construction (REVISED)
-	-	-	-	11	Engineering Support During ADTP Construction (Prior Approval Required) (NEW)	11	Engineering Support During ADTP Construction (Prior Approval Required) (UNCHANGED)	11	Engineering Support During ADTP Construction (Prior Approval Required) (UNCHANGED)

NOTES:

1. Phase 1 and Phase 2 geotechnical investigations performed under Task 2:
2. Amendment No. 1 extended the term to August 29, 2016.
3. Amendment No. 2 implemented administrative updates and extended the term to December 31, 2016.
4. Amendment No. 3 implemented administrative updates and extended the term to June 30, 2017.
5. Amendment No. 4 extended the term to December 31, 2017.
6. Amendment No. 5 increased the design scope for the Modified Project and increased the NTE amount, modified the Project schedule, and extended the term to July 31, 2020. Task 2A was added for Phase 3 geotechnical investigation.
7. Amendment No. 6 increased the design scope for the Modified Project and increased the NTE amount, modified the Project schedule, and extended the term to June 30, 2022. Task 2/2A was, in effect, a title header for Task 2 and Task 2A.
8. Amendment No. 7 increased the design scope for the Modified Project and increased the NTE amount, modified the Project schedule, and extended the term to June 30, 2023.
9. Amendment No. 8 increased the design scope for the Modified Project, added engineering support during ADTP construction, increased the NTE amount, modified the Project schedule, and extended the term to December 31, 2023.
10. Amendment No. 9 increases the design scope for the Modified Project, increases the level and extent of engineering support for construction of the ADTP, increases the Agreement NTE amount, modifies the Project Schedule, and extends the term to December 31, 2025.
11. Amendment No. 10 increases the design scope for the Modified Project, increases the level and extent of engineering support for construction of the ADTP, increases the Agreement NTE amount, modifies the Project Schedule, and extends the term to December 31, 2027.

A detailed description of each task is listed below along with the task objectives and desired outcomes, approach, assumptions, tools used in executing the task, and a list of deliverables.

Task 1 - Project Management Services (REVISED)

- 1.1** Update the Project Design Work Plan (to be based on and incorporated by the District into the existing overall Anderson Dam Seismic Retrofit Project Work Plan) in accordance with the District's Quality Environmental Management System Work Instructions W75102 Create Work Plan and W73004 Design Phase WBS Item Description and Instructions (See Revised Appendix One, Revised Attachment Seven, District Procedures and Work Instructions). The Updated Design Work Plan shall include updates to the Project objectives and requirements, constraints, detailed Project design schedule (showing major tasks and deliverables), a list of the Consultant's team members and their roles and responsibilities, updated communication protocols (internal and external), updated document control procedures and other administrative procedures.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- 1.2** The Updated Design Work Plan shall also include an update to the Project Quality Assurance and Quality Control (QA/QC) Plan documenting the Consultant's procedures to ensure the Consultant's services and deliverables meet District requirements and accepted practices and standards of the Consultant's profession. District reserves the right to request and review the Consultant's Project documentation demonstrating their adherence with their own quality assurance procedures. Consultant's updated QA/QC Plan shall be developed to comply with and support the Project QA/QC Plan.
- 1.3** Project Manager and other Consultant key staff will coordinate and attend periodic progress meetings and workshops with District staff and other agencies as needed to review, discuss and progress the work. For each meeting or workshop, the Consultant will prepare the meeting agenda and minutes and submit them for review by the PMC and the District. A kickoff meeting will be held with the District and PMC to discuss Project objectives, constraints, information needs, roles and responsibilities, and communication protocols.
- 1.4** Coordinate and communicate through the PMC with appropriate regulatory agencies (FERC and DSOD), District staff, and Planning Consultant staff as necessary to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant's Project design activities as requested by the District.
- 1.5** Consultant is responsible for establishing and maintaining its own document control system after approval by the PMC as required to execute this Scope of Services. A document sharing system is maintained by the PMC for this Project. Access will be granted to Consultant staff to access other Project documents and reference materials, contact information, etc.
- 1.6** Consultant shall submit a Monthly Progress Report. The Progress Report shall document the work completed, document the execution of the tasks described in this Scope of Services and enable the PMC and District to evaluate the Consultant's progress and performance towards completion of the work. The Progress Report shall include (a) an assessment of actual versus planned progress in completing the work, including a description of the tasks and deliverables completed to date; (b) for each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task; (c) a statement that all Design-Phase tasks, as specified in this Agreement, together shall be completed within the agreed upon not-to-exceed total amount of the Agreement; (d) a statement that progress towards completion of the work is on schedule and will be completed within the milestones in the Agreement Project schedule; or, if completion of the work is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures; and (e) for any proposed change to this Scope of Services, provide the supporting rationale for such change. Consultant will be provided with Progress Report samples/templates by the District.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- 1.7** Consultant will hold internal meetings to monitor and control schedule and cost and to develop corrective measures, if necessary.

Task 1 - Deliverables (UNCHANGED)

1. Project Work Plan including QA/QC Plan
2. Attendance at Progress Meetings and Workshops
3. Monthly Progress Reports
4. Meeting Agendas and Minutes

Task 1 - Assumptions (REVISED)

1. This scope includes a total of 164 monthly progress meetings, until December 2027.
2. Progress reports will be prepared monthly for the duration of 164 months, until December 2027.
3. Monthly progress meetings and reports from July 2019 to March 2020 are included in Task Order 9.06.48 and Task Order 9.06.53.

Task 2 - Data Collection and Investigations (REVISED)

The purpose of Task 2 Data Collections and Investigations activities is to research, review, and adopt Planning Phase deliverables as a basis for the Project design, as well as to conduct necessary field survey and geotechnical information to establish Project base mapping and geotechnical information. Services shall include but not be limited to:

- 2.1** Review relevant available reference documents and standards. A full listing of the specific documents is included in Revised Appendix One, Scope of Services, Revised Attachment Six, Reference Documents, and Revised Attachment Seven, District QEMS Procedures and Work Instructions.
- 2.2** Prepare and submit a Planning Phase Review and Adoption Memorandum:
 - 2.2.1** Review the Problem Definition Memorandum, Probable Maximum Flood Analysis, Conceptual Alternatives Report, Feasible Alternative Matrix Report, Staff Recommended Alternative Report, Planning Study Report, and other applicable memoranda, reports, and analyses prepared by the Planning Consultant.
 - 2.2.2** Prepare a memorandum summarizing the findings from the review of the above-referenced documents and detail any recommended revisions or clarifications needed for moving forward with these documents as a basis for the design work. The basis of each recommended revision or clarification should be included. This memorandum and any revised version will be subject to review and approval by District.
- 2.3** Develop a detailed work plan for the Data Collection and Investigations for subtasks 2.4 through 2.7. This work plan will include a schedule and approach to the

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

delivery of the Data Collection and Investigations (subtasks 2.4 through 2.7) described herein. The Data Collection and Investigations Work Plan shall be submitted for review and comment by the PMC and District prior to finalization.

- 2.3.1** As a part of this task, the Consultant shall review previously completed relevant geotechnical reports and recommend additional investigations, if needed. The Geotechnical Work Plan shall be a chapter of the Data Collection and Investigations Work Plan. The Geotechnical Work Plan shall describe the goals of the investigations needed, the exploration locations and depths, the access and drilling methods, and the instrumentation and in-situ testing methods. The Geotechnical Work Plan will be submitted to FERC and DSOD, and revised, based on comments received from these agencies. The Geotechnical Work Plan will include the geotechnical investigations to be completed in one or more phases to address the geotechnical data needs.

The District shall issue a notice-to-proceed for subtasks 2.4 through 2.7 individually, and only after review of the Data Collection and Investigation Work Plan. No work on subtasks 2.4 through 2.7 shall occur until after receipt of District notice-to-proceed for the individual subtask(s).

- 2.4** Consultant will prepare and submit a Project Base Map and data as necessary to complete required studies and prepare contract drawings for the Project. Base Map preparation shall include, but not be limited to:

- 2.4.1** Collect existing survey, topographical, GIS, property, easements and rights of way and utility/infrastructure data as applicable to generation of the Project Base Map for purposes of final design. The District has topographical, bathymetric, and GIS data available for the area around the dam; however, available information is suitable for reference only and surveying is required to create construction documents, as detailed in subtask 2.4.2.

- 2.4.2** Conduct field survey work as necessary to verify and supplement existing topographical data for the entire area of work including borrow and spoil areas. Survey work shall be adequate for preparation of base mapping data that will be used for final design. Consultant will review the District LiDAR data from 2006 that supports 1-foot contours, and will perform field surveys to verify those data. If LiDAR data is determined to be inconsistent with field surveys, the Consultant will complete additional field surveys or conduct a new LiDAR survey to support bare earth contour mapping throughout the site. The LiDAR survey, if needed, will be conducted at high density and with accuracy capable of supporting 1-foot contours. In addition, aerial photography will be obtained at 1:3600 photo scale to provide 1" = 40' scale mapping and 1-foot contours. LiDAR data together with aerial photography will be used to generate a base map covering the main dam site and the adjacent potential borrow areas at Chert Hill, Basalt Hill, and the Silica Carbonate Quarry.

- 2.4.3** Perform land surveying to support the LiDAR collection and validation, and to identify Project site utilities and structures for incorporation into the Project base map. Land

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

surveying will include a GPS survey to establish precise horizontal and vertical coordinates on a local control station. Approximately 40 checkpoints will be surveyed throughout the mapping area to validate existing LiDAR data and support new LiDAR data collection, if needed. The survey will include horizontal and vertical control stations published by the National Geodetic Survey (NGS) and/or NGS-published Continuously operating Reference Stations in order to reference the Project to a specified geodetic coordinate system and vertical datum. Consultant will complete a

field bathymetric survey to confirm existing ground elevations directly upstream of the dam. The bathymetric survey will be completed using boat-mounted echo sounder techniques and the data will be incorporated into the Project base map with a 2-foot contour base map.

- 2.4.4** Review data for existing utilities, pipelines, and other infrastructure to determine where it is necessary to verify locations for design and inclusion in final drawings. At critical locations, the Consultant will pothole existing utilities, pipelines, and other infrastructure as necessary to verify location for design and inclusion in the final drawings. Consultant shall use a contractor with a Class A or C-12 license for this work. The District will provide available data on the expected location and depth of utilities from existing mapping and information in the District's possession.
- 2.4.5** Base map preparation shall conform to District Standards for GIS Products (See Revised Appendix One, Scope of Services, Revised Attachment Five, District's Standards for GIS Products).
- 2.5** Conduct Geotechnical/Subsurface Investigations as required for detailed design and identified in the Geotechnical Work Plan described in Subtask 2.3.1.
- 2.5.1** This Scope of Services assumes the total number of borings and drilling footage allowed for both investigation phases is as follows: for evaluating the upstream and downstream dam and buttress foundations and abutments - up to 20 borings, approximately 1,400 feet; outlet works structure and tunnel - up to 12 borings, approximately 1,600 feet; spillway and stilling basin - up to 5 borings, approximately 200 feet; cofferdam and lake sediments - up to 12 borings, approximately 400 feet; and borrow areas - up to 20 borings, approximately 1,300 feet.
- 2.5.2** The initial phase will be designed to provide adequate data for the basis-of-design engineering analyses, the development of the draft Geotechnical Baseline Report, and the draft Basis of Design Report. The borings will be drilled with multiple drill rigs using rotary wash, sonic, wireline coring, and vibracore methods. Consultant will collect drive samples in soil-like materials and rock core samples in the underlying bedrock. Sonic borings in the downstream embankment and toe foundations area will be drilled to collect continuous samples of rockfill and coarse alluvium. Bulk samples of the dam rockfill will be collected in up to 4 test pits excavated at selected locations on the downstream face of the dam, and select samples tested for geotechnical properties and material constituents. Samples of lake sediment will be collected by vibracore technique to allow for contaminant analysis.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- 2.5.2.1** Borehole geophysical investigations will include P-wave and S-wave surveys for evaluation of foundation and outlet tunnel rock properties in some of the borings as well as televiewer surveys to evaluate rock mass fracture patterns and areas of potential core loss. Hydraulic conductivity surveys will be conducted in the outlet works borings to evaluate bedrock permeability in the likely outlet tunnel section. Open standpipe piezometers will be installed in several borings to allow for measurement of groundwater levels outside of areas previously explored.
- 2.5.2.2** Rock core borings will be drilled in areas identified as potential sources of suitable rockfill material for the two buttresses. Borehole seismic P-wave velocity surveys and surface seismic refraction surveys will be completed in the proposed borrow areas. Several open standpipe piezometers will be installed in the proposed borrow areas to allow for groundwater measurements and cut slope stability analysis.
- 2.5.3** The second phase of the Geotechnical Work Plan will fill in data gaps identified during the design process at the 30% design level. Phase II work will address all potential Project risks associated with site geologic conditions. A second round of rock core borings will be drilled in proposed borrow areas to obtain detailed information for material characterization and definition of construction specification requirements. Additional geophysical surveys and piezometers will also be completed in the proposed borrow areas.
- 2.5.4** Consultant shall use a driller with a valid C57 license, a California-Registered Geologist, a California-Registered Geophysicist and a California-Registered Professional Geotechnical Engineer to complete all proposed investigation work, as appropriate.
- 2.5.5** Laboratory Testing Program. Consultant shall develop a material testing program sufficient to gain District and regulatory acceptance; and to provide all necessary data (index and performance testing) for analysis and design of the Project. The tests will include index, hydraulic conductivity, compaction, consolidation, and strength tests. Consultant will also conduct environmental analyses on selected samples of lake sediments and serpentine rock and bedrock to evaluate the presence of naturally occurring asbestos and mercury. Consultant shall identify and use services of a qualified and certified materials testing facility. Consultant shall prepare a draft material testing program for approval by the PM, District, and regulatory agencies. The Draft Program will be refined and finalized after inspection of the soil and rock samples.
- 2.5.6** Develop and submit a Geotechnical Data Report. The report will include the results of all new field exploration and laboratory testing work performed by the Consultant, and the results of the investigations previously completed by others. A Draft report shall be submitted to the District for comment. After incorporation of PMC and District comments, a Revised Draft shall be submitted to DSOD and FERC. The document will be updated to respond to agency comments, and subsequently to incorporate the second phase of geotechnical investigations.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- 2.6** Conduct Environmental Support Studies. Consultant will collect and evaluate engineering data that may be required to support environmental documentation by the Planning Consultant, including CEQA documents and permit applications. Activities may include, but are not limited to: (1) assist the PC in obtaining environmental clearance for Design-Phase exploratory investigations of dam site geologic and geotechnical conditions; (2) provide data on composition of materials to be excavated relative to environmental impacts, e.g. naturally occurring asbestos or reservoir sediment constituents; (3) estimate the number and types of equipment that will be utilized during Project construction and the duration, timing, and locations of construction activities, per CEQA requirements; (4) identify limits of temporary and permanent work areas; (5) provide 3-D renderings of proposed design for visual analysis and public presentations; and (6) describe methods for maintaining stream bypasses for minimum flows and temperature requirements for use in environmental permitting documents.
- 2.7** Conduct site geologic characterization and fault investigation. Consultant will review available geologic, geotechnical, geophysical and historical data relevant to characterizing the dam site geologic conditions, including the location and geometry of the Coyote Creek-Range Front (CCRF) fault zone. Consultant will conduct reconnaissance-level geologic mapping in the dam site vicinity to confirm previously identified geologic conditions and incorporate data into an updated three-dimensional geologic model of bedrock, unconsolidated materials and fault location and geometry. Consultant shall complete a characterization of the mapped onsite fault strands of the CCRF) to better define possible constraints to Project components. The location and geometry of fault strands will be verified through progressively focused characterization of each of the previously mapped fault strands that cross Project components, consisting first of surface geophysical surveys, then shallow boreholes, and then road cut or trench exposures to define fault locations and characteristics for design. Geologic information on the direction and amount of coseismic slip, if encountered, will be documented.
- 2.7.1** Consultant will prepare a Geologic Field Investigation Work Plan for the site geologic characterization and fault investigation effort, including site access, exploration locations, depths and methods. The Geologic Field Investigation Work Plan will be submitted for review and approval by the PMC, the District, and the DSOD and FERC prior to proceeding with the field work. This Scope of Services assumes that the Consultant will complete one geophysical profile and shallow trench exposure near the downstream toe of the embankment. Near the Entrance Gatehouse off Cochrane Road, the Consultant will complete geophysical profiling, boreholes, and shallow trenches to verify the location of faults mapped beneath the embankment and the area of proposed downstream buttresses. Eastern and central CCRF fault strands mapped beneath and near the existing spillway will be confirmed and characterized through a series of geophysical surveying, shallow boreholes, short trenches and augmentation of an existing road cut. The eastern and central CCRF fault strands on the southern side of the dam will be characterized at key locations through a similar multi-tool investigation.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- 2.7.2** All field efforts will include review by District and regulatory personnel, and completed under all safety, environmental and permit requirements. The results from the site geologic characterization and fault investigation will be integrated with other geotechnical results into a revised three-dimensional geologic model and presented in a technical memorandum, which will be submitted in Draft format to the PM and

District prior to submittal to the DSOD and FERC. The technical memo will be finalized after addressing all review comments. Geotechnical data from the geologic field investigations will be incorporated into the Geotechnical Data Report.

Task 2 – Deliverables (UNCHANGED)

1. Data Collection & Investigation Work Plan, including Geotechnical Investigation Work Plan
2. Planning Studies Review and Adoption Memorandum
3. Comprehensive Project Base Map
4. Geotechnical Data Report
5. Site Geologic Characterization and Fault Investigations Work Plan
6. Site Geologic Characterization and Fault Investigations Memorandum

Task 2 – Assumptions (UNCHANGED)

1. The District will provide the design, construction, and monitoring records for the dam including the records of the 1980's modifications to the spillway and outlet works, and other available documents in the District's files related to the seismic retrofit design of Anderson Dam including District site topographic data.
2. The existing topographical information is suitable for reference only and additional field surveys are necessary to verify and supplement the existing data.
3. The total number of borings, surveys, and drilling footage outlined for the site and borrow area investigations.
4. Access to the site for all data collection and field investigations will be cleared by the District. Environmental permits for the field investigations will be obtained by the PC.
5. If environmental support studies in addition to those listed herein and described in the Data Collection & Investigation Work Plan deliverable are requested, that work shall be negotiated and performed under a Task Order (See Revised Appendix One, Scope of Services, Revised Attachment Three, Task Order Template).

Task 2A - Phase 3, 4, 5, 6, and 10 Geotechnical Investigations (REVISED)

- 2A.1** Consultant shall revise the Phase 3 Geotechnical Investigation Work Plan prepared as a draft under Task Order No. 9.06.12 as follows: Phase 3A and Phase 3B investigations shall be retitled to Phase 3 and Phase 4 investigations and will be prepared as a Drilling Program Plan (DPP) per FERC guidelines. The revised work

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

plan will be tailored to the Modified Project, and address comments, if any, from the District and PMC on the draft DPP. Phase 3 and Phase 4 investigations will be performed together and documented together for data collection purposes.

2A.2 Perform the Phase 3, 4, 5, and 6, geotechnical investigations as outlined in Tasks 2A.2.1, 2A.2.2, 2A.2.3, 2A.2.4, 2A.2.5 below. The investigations will be performed in accordance with Task 2A assumptions.

2A.2.1 Phase 3 Geotechnical Investigation. Drill borings to investigate potential dam core material borrow source in the vicinity of the Packwood Gravel Borrow Pit and perform an investigation to confirm subsurface conditions for 60% design of the Modified Project lake tap system. This investigation will also include additional drilling to confirm embankment foundation conditions at select locations and for the design of a temporary retaining wall during construction in the vicinity of Cochrane Road. Additional investigations will be included to explore the upstream stockpile areas. In addition, borings will be drilled to estimate the sediment thickness along potential haul routes in the reservoir area. This investigation will include explorations at the crest of the Dam to evaluate the strength of the core remnant and to test the core materials for Naturally Occurring Asbestos (NOA). Also, drill borings to investigate potential check dams for sediment control and to evaluate the haul roads to the reservoir stockpile areas.

2A.2.2 Phase 4 Geotechnical Investigation. The work shall perform a geotechnical investigation to confirm subsurface conditions for 60% design of the Modified Project diversion system and the downstream diversion outlet control structure. Excavate test pits to investigate potential dam core material borrow source within the Basalt Hill Borrow Area. Explorations will also be performed to obtain additional foundation data near the Low-level Outlet Portal. This investigation will include explorations at the crest of the Dam to evaluate the strength of the core remnant and to test the core materials for Naturally-Occurring Asbestos (NOA).

2A.2.3 Phase 5 Geotechnical Investigation. This phase of investigation shall include large-diameter sonic holes to collect upstream and downstream shell materials, and bore holes at the left abutment and outlet works to fill in the data gaps for the 90% design of the Modified Project. Explorations also will be performed to evaluate the foundation conditions for the spillway reconstruction and bridges within the Project staging area.

All materials or waters generated during boring construction or other activities associated with the borings will be safely handled, properly managed and disposed of off-site according to all applicable federal, state, and local statutes regulating such activities.

2A.2.4 Additional Phase 5 Scope. Consultant shall drill up to two additional boring to find the depth of alluvium under the proposed location of the high-level outlet structure and one additional boring along the right spillway wall requested by DSOD, perform field gradation testing of large diameter sonic borings on the upstream and downstream

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

shells of the dam, perform downhole geophysical logging of one spillway boring and seven outlet works borings, provide underwater services to free barge from anchor cables following high winds. The additional scope shall include 10 additional days of drilling for adverse drilling conditions in squeezing ground, and 8 additional days of time for providing senior FERC-approved geologists, and 8 additional days of supervisory time for coordination of up to 4 drill rigs working on-site, coordinating access into the spillway chute, and coordinating mobilization and demobilization of equipment for sonic drilling on upstream and downstream shells of the dam. This task will be funded through Task 3B.10.

- 2A.2.5** Phase 6 Geotechnical Investigation. Unlined Spillway Channel Alternatives Stage 1 and Stage 2 Investigations and Unlined Spillway Channel Alternatives Evaluation - Consultant shall perform Stage 1 and Stage 2 geotechnical investigations for the unlined spillway channel. Consultant shall perform laboratory testing of selected samples from the rock core and soil samples recovered from the investigations.
- 2A.3** Revise the Project Geotechnical Data Report to include data collected as part of the Phase 3, 4, 5, 6, 8, and 9 Geotechnical Investigations and the laboratory testing.
- 2A.4** Update the Project Site Geologic Map to include all geotechnical phases.
- 2A.5** Purchase of four Conex boxes for storage of geotechnical investigation samples, which are currently located at the Project site, pursuant to a rental agreement between AZTEC Container and Taber Drilling, a subconsultant to Consultant. Following purchase, the District assumes full ownership and responsibility for disposition and removal of boxes, currently located at the Project site, at the conclusion of Project. Locating all Conex boxes, existing and new, to a new location is included in Task Order 9.06.28.
- 2A.6** Develop Drilling Program Plan 10 (DPP 10) that will cover investigation and instrumenting of Landslide A at the upstream end of the dam foundation excavation, investigation of a fault zone near the High-Level Outlet Tunnel, and drilling and instrumentation needed during ADSRP construction. It is assumed that DPP 10 will include up to fifty-five borings.

Task 2A - Deliverables (REVISED)

- 1. Phases 3, 4, 5, 6 and 10 Drilling Program Plans
- 2. Phases 3, 4, 5, 6, 8, and 9 Geotechnical Data Report
- 3. Updated Geotechnical Data Report to Include all Phases (except 10)
- 4. Updated Site Geologic Map to Include all Phases (except 10)
- 5. Conex Boxes

Task 2A - Assumptions (REVISED)

- 1. It is assumed that the District will obtain and provide all permits required for the Phase 3 and Phase 4 geotechnical investigations described under Tasks 2A.2.1 and 2A.2.2.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

2. Consultant will provide support to obtain required permits for the Phase 5 and Phase 6 geotechnical investigations described in Task 2A.2.3, Task 2A.2.4, and Task 2A.2.5.
3. Task 2A.2.1 Phase 3 Geotechnical Investigation
 - a. Up to 4 borings will be performed from a barge in the vicinity of the Packwood Gravel Borrow Pit. The total length of drilling is assumed to be up to 160 feet. The borings will be drilled using the rotary wash drilling method. There will be two boring drilled in the lake tap area. The total length of drilling is assumed to be up to 155 feet. Drive samples will be collected at an average interval of 5 feet. Packer tests will be performed as directed by Consultant. Samples selected by the Consultant will be submitted for laboratory testing.
 - b. Up to 3 borings will be performed for additional evaluation of the embankment foundation. The total length of drilling for these borings is assumed to be up to 195 feet. Rock coring will be performed as appropriate. It is assumed that laboratory tests will not be required for these 3 borings.
 - c. One boring (drilled length up to 50 feet) will be performed to evaluate subsurface conditions in the vicinity of a temporary retaining wall near Cochrane Road. Rock coring and laboratory testing will be performed as appropriate.
 - d. Up to 8 over-water soil borings totaling 320 feet will be advanced to evaluate stockpiles areas C and D. Up to 10 shallow over-water soil borings totaling 250 feet will be performed to investigate surficial conditions along potential haul routes in the reservoir area. These soil borings will be sampled every 5 feet with laboratory tests as determined by the Consultant.
 - e. Up to 2 soil borings will be advanced from the dam crest to obtain samples for NOA evaluation and to investigate the core remnant. These borings will be sampled approximately every 10 feet, with pressure meter testing performed in the lower approximately 100 feet of each boring. The total depth of these borings will be up to 245 feet each.
 - f. Up to six borings will be drilled along the alignment of the proposed haul road for a in reservoir stockpile area. The haul road borings will be drilled to a depth of 25 feet.
 - g. Up to six borings will be drilled at three potential check dam locations to a depth of 50 feet or to bedrock, if encountered first.
4. Task 2A.2.2 Phase 4 Geotechnical Investigation
 - a. It is assumed that up to 12 test pits will be excavated to depths of up to 15 feet each in the residual soils in Basalt Hill Borrow Area to investigate their suitability for core borrow materials. Bulk samples of encountered soils will be collected. Selected bulk samples will be submitted for laboratory testing.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- b. Up to 3 borings will be performed to evaluate subsurface conditions for the Modified Project diversion system. The total length of drilling is assumed to be up to 230 feet for the diversion system borings. Rock coring will be performed, packer testing, and laboratory testing will be performed for these borings as determined by the Consultant. One soil/rock core boring will be advanced to a depth of about 100 feet to investigate the Low-level Outlet Portal foundation. This boring will employ continuous soil sampling and/or rock coring as is appropriate for conditions. Downhole geophysical surveying including televiwer and seismic P and S-wave will be performed in this borehole.
 - c. Up to 60 samples from selected new boring and from previously drilled borings will be evaluated for NOA. Up to 30 of the samples will be evaluated for metals.
- 5. If environmental support studies in addition to those listed herein and described in the Data Collection and Investigations Work Plan deliverable are requested by the District, the scope of services for such studies will be negotiated and performed pursuant to a Task Order (See Revised Appendix One, Scope of Services, Revised Attachment Three, Task Order Template).
- 6. Task 2A.2.3 Phase 5 Geotechnical Investigation
 - a. Up to eight large diameter sonic holes, four each at the upstream and downstream shell of the dam will be drilled to better understand the gradation of the material. Completing these large-diameter sonic holes will address FERC's recommendation to create large-diameter holes in the upstream shell materials. These boring will extend to a depth of approximately 100 to 140 feet.
 - b. Up to two borings will be drilled at the upper left abutment to better define the bedrock contact, and to evaluate the extent and depth of excavation required for the replacement dam to tie in. Both borings will extend to a depth of approximately 30 feet.
 - c. Up to eight borings extending to a depth of 80 feet behind the existing spillway walls to determine the foundation conditions and to facilitate anchor design. Crane service will be required to access the spillway borings and the borings located north of the spillway wall.
 - d. Up to four borings on the upstream portion of the spillway, extending to a depth of 125-150 feet below spillway crest, to determine geologic and geotechnical conditions for the new approach walls.
 - e. Up to twelve borings on the chute invert slab will be advanced to better understand the foundation materials below the existing spillway and determine the depth to foundation material suitable for the new spillway invert slab. The borings will be drilled into the existing spillway slab and extend to a depth of 30 feet, or 20 feet into Franciscan Bedrock, whichever is encountered first. One of the twelve slab borings

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- will be drilled to investigate foundation conditions of a concrete block that appears to have been repaired or replaced in the downstream center of the chute slab.
- f. Up to six concrete core samples will be obtained from within and around the two mapped drummy areas within the spillway crest structure.
 - g. One boring extending to a depth of approximately 100 feet to investigate the conditions near high level outlet drop shaft location.
 - h. One boring extending to a depth of approximately 85 feet to investigate the conditions near the new diversion outlet portal location.
 - i. One boring extending to a depth of approximately 130 feet to explore the ground conditions near the high-level outlet works gate shaft.
 - j. One boring extending to a depth of 105 feet to explore the ground conditions near the low-level outlet works access tunnel portal.
 - k. Up to four borings will be drilled to characterize the foundation conditions for the temporary and permanent bridges over the Coyote Creek near the Staging Area 1. These borings will be advanced to a depth of approximately 40 feet.
 - l. Up to eight boreholes will be drilled to evaluate the use of Stockpile Area H. Up to four borings will be drilled along the alignment of the proposed haul road and four along the lower bounds of the proposed stockpile area. The haul road borings will be drilled to a depth of 25 feet and the stockpile areas will be drilled to a depth of 40 feet or to bedrock, if encountered first.
 - m. As part of the original scope of the Phase 3 Investigation Program, four over-water borings were performed in the vicinity of the original Packwood Gravels Borrow Pit to evaluate the potential borrow source for core material. The results of the borings indicated that sufficient quantities of core material were not available in the area investigated. Up to ten over water borings will be drilled to evaluate an additional borrow source for core material. These borings will be drilled to a depth of 40 feet or to bedrock, if encountered earlier.
7. Drive samples and piston samples will be collected during the investigations. Samples selected by the Consultant will be submitted for laboratory testing. Direct simple shear tests, cyclic simple shear tests, 6-inch consolidated isotropic undrained triaxial shear strength tests and 6-inch cyclic triaxial shear strength tests will be performed on the dam shell materials. Additional laboratory testing will be conducted on selected soil and rock samples collected from the exploratory boreholes to confirm field visual classifications and evaluate engineering characteristics.
 8. If environmental support studies in addition to those listed herein and described in the Data Collection and Investigations Work Plan deliverable are requested by the District, the scope of services for such studies will be negotiated and performed pursuant to a Task

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

Order (See Revised Appendix One, Scope of Services, Revised Attachment Three, Task Order Template).

9. If there is a need to revise the Drilling Program Plans approved by FERC, a written approval request providing the rationale for the revision should be submitted for the District, DSOD and FERC approvals.
10. Stage 1 of the Phase 6 investigations shall include 17 borings, 8 test strips, and 1 seismic refraction line to characterize the unlined spillway channel foundation to evaluate erosion potential and the left bank foundation materials to support potential improvements. Phase 6 Stage 2 investigations shall include 4 borings to further characterize the left bank foundation materials to support potential improvements. The cost of the Stage 1 of the Phase 6 Investigations for the unlined spillway channel will be included in the scope of Task 7 Final Design Document Preparation.
11. An investigation program will be planned and performed to support the Reservoir Rim Mitigation Final Design. The cost of this investigation will be covered under Task 6.
12. The costs for completing DPP 10 will be covered in a future amendment.
13. DPP 7, DPP 8 and DPP 9 are included in Task Order 9.06.67, Task Order 9.06.80 and Task Order 9.06.108.

Task 3A - Basis of Design (Approved for Design) (REVISED)

The purpose of Task 3A Basis of Design is to perform the engineering analyses and calculations that are required to support and develop the Basis of Design for the Project. The supporting analyses, calculations, and other supporting standards and detailed design information shall be used to prepare a biddable and constructible set of Project Plans and Specifications and the Engineering Cost Estimates.

It shall be the responsibility of the Consultant to perform independent analyses to fully develop the Basis of Design without relying solely on work completed by others. Task 3A also includes the additional tasks identified due to development of the Modified Project.

- 3A.1** Conduct engineering analyses and prepare technical memoranda and reports as required to support the Project design. These analyses will be subject to the review of the PMC, District, and Regulatory Agencies as inputs into the Project Basis of Design. These analyses shall include, but not be limited to the following:
 - 3A.1.1** Design Criteria. The Design Criteria Memorandum will define the basic criteria for the Project including District basic operations requirements, Project performance requirements, and DSOD and FERC design criteria. The Design Criteria Memorandum will include known relevant constraints such as environmental restriction dates and borrow and spoil area location constraints. The Design Criteria Memorandum will document geotechnical, civil, structural, electrical and mechanical standards to be used in the analyses and design. Pertinent codes and reference will

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

be cited. The design criteria will be presented in a concise tabular format divided into features, issues, corresponding criteria, and remarks/references. The Design Criteria Memorandum will be issued in Draft form and updated as design progresses through the various design phases with comments from the PMC and District. A Design Criteria Workshop will be held with the PMC, District and Planning Consultant. The Draft Design Criteria Memorandum will be revised based on comments from the Workshop and a revised Draft Memoranda will be submitted to FERC and DSOD. The comments from FERC and DSOD will be responded to by the Consultant and incorporated into a third Draft Memorandum, if necessary.

3A.1.1.1 Draft Design Criteria Memorandum developed under Task 3A.1.1 will be revised to reflect the Modified Project criteria and design requirements. Subsequent changes to the design criteria will be tracked in a log, but the Draft Design Criteria Memorandum will not be updated until Task 6.2. Design Criteria Memorandum will be updated as part of Task 6.2. A final update of the Design Criteria Memorandum is included in Task 7.5.6.

3A.1.2 (DELETED)

3A.1.2.1 (DELETED)

3A.1.3 Spillway Hydraulics. Consultant shall develop a 3-D computational fluid dynamics (CFD) model of the spillway that incorporates approach conditions, proposed spillway features (approach conditions, ogee crest, upper chute, lower chute and flip bucket terminal structure) and energy dissipation features. The model shall include the high-level outlet to confirm the sizing and orientation of primary features of the high-level outlet including inlet geometry, gate arrangement, main conveyance and convergence with the spillway. The CFD model shall illustrate the flow velocity and energy distributions for the complete range of flows anticipated up to and including the PMF and include consideration of impacts to the spillway performance resulting from potential degradation of the downstream channel. The CFD model will be calibrated with the results from the physical model tests completed by Hydro Research Science in 1986 for flows of 15,000, 40,000 and 60,000 cfs.

A Spillway Hydraulics Technical Memorandum presenting the methodology used, assumptions made, and results of the spillway hydraulics evaluation will be prepared. The Spillway Hydraulics Technical Memorandum will include digital appendices of the CFD model. The Draft Spillway Hydraulics Technical Memorandum shall be submitted to the District for comment. After incorporation of PMC and District comments, a Revised Draft Spillway Hydraulics Technical Memorandum shall be submitted to DSOD and FERC by the Consultant. The document will be finalized after receipt and response to all comments.

3A.1.3.1 The Draft Spillway Hydraulics Technical Memorandum, engineering analyses and calculations shall be updated to reflect the Modified Project. The Draft Memorandum shall be updated and submitted to the District for comment. After incorporation of PMC and District comments, a Revised Draft shall be submitted to DSOD and FERC.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

The document will be finalized after receipt and response to all comments by the Consultant.

- 3A.1.3.2** The Spillway Hydraulics Technical Memorandum, engineering analyses and calculations shall be updated to reflect the extension of the lined spillway to the downstream end of the currently unlined spillway channel. The Memorandum shall be updated and submitted to the District for comment.

After consideration and incorporation of PMC and District comments, if necessary and appropriate, a revised Memorandum shall be submitted to DSOD and FERC. The document will be finalized after receipt, consideration, and response to all comments by Consultant.

- 3A.1.4** Embankment Basis of Design Technical Memorandum presenting engineering analyses to demonstrate that the replacement embankment meets the adopted project design criteria accepted by FERC and DSOD. Analyses of the replacement embankment include seepage, stability, static settlement, and seismic deformation. Embankment Basis of Design Technical Memorandum will cover the long-term behavior of the replacement embankment and will not cover interim dams or other temporary project features. The Draft Embankment Basis of Design Technical Memorandum shall be submitted to the District for comment. After incorporation of PMC and District comments, a Revised Draft Embankment Stability Analyses Technical Memorandum shall be submitted to DSOD and FERC. The document will be finalized after receipt and response to all comments.

Stability Analyses. Consultant shall evaluate the embankment to confirm stability during construction and other loading conditions required by the regulatory agencies. The static stability includes long-term steady-state seepage conditions and rapid drawdown conditions. At a minimum, the analyses shall consider stability of all temporary (e.g., excavated) and permanent slopes on the upstream slope as well as the downstream slope. A two-dimensional, finite-element or finite-difference modeling program shall be used to characterize the embankment.

Consultant shall develop a sufficient number of two-dimensional models to fully describe the embankment conditions from abutment to abutment. The models shall incorporate appropriate phreatic conditions for the loading conditions being evaluated.

Embankment Deformation and Settlement Analyses. Consultant shall develop an estimate of dynamic response and seismic deformation of the remediated embankment under the MCE on the Calaveras and the Coyote Creek faults. The two-dimensional equivalent linear finite-element program QUAD4MU and the two-dimensional nonlinear finite-difference program FLAC will be used to analyze the dynamic response of the dam, i.e., seismically induced deformation and settlement. Material strength properties, MCE time histories, liquefied zones and post-earthquake strength developed previously in the SSE Project and approved by DSOD and FERC, will be utilized in the analyses to the extent possible.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

Foundation and Embankment Seepage. Consultant shall perform foundation and embankment seepage analyses necessary for stability, dam safety permitting and for construction and operation of the dam sufficient to obtain regulatory approval from DSOD and FERC, including evaluation of the 1987 fill material to meet DSOD criteria regarding seepage during a PMF event. The embankment seepage analysis shall include all construction and expected lifetime operational conditions of the dam embankment and coordination with the embankment deformation and seismic stability analyses required above.

3A.1.5 (DELETED)

3A.1.6 (DELETED)

3A.1.7 Outlet Works. The Outlet Works Basis of Design Technical Memorandum will document the basis of design for the new high-level outlet works and low level outlet works. The Outlet Works Basis of Design Technical Memorandum includes layouts, operational descriptions, vertical/horizontal alignments, geology, geotechnical design including portal stability analyses, shaft/tunnel design, mechanical design, structural design, instrumentation and electrical design.

3A.1.7.1 High-Level Outlet. The design includes an intake structure on the slope below the spillway, a gate shaft with a bulkhead gate for flow control in the left spillway gravity wall and a downstream discharge structure. the high-level outlet will consider severe ground shaking but not fault offset. Downstream controls for the high-level outlet will be designed to provide for District requirements for discharging to Coyote Creek.

3A.1.7.2 Low-Level Outlet. The low-level outlet works design includes a intake structure on the right abutment upstream of the spillway, a low-level outlet tunnel, downstream discharge structure(s), and a tie-in to the existing Anderson Force Main and Main Avenue Pipeline. The primary low-level outlet will consider both permanent fault displacement and severe ground shaking. Downstream controls for the low-level outlet will be designed to provide for District requirements, including but not limited to low and high-capacity discharge to Coyote Creek, and tie-in to the Anderson Force Main/Main Avenue Pipeline.

3A.1.7.3 Tunnels. Both the low-level and high-level outlets will be placed within tunnels. The Outlet Works Basis of Design Technical Memorandum will include a description of the ground conditions and geotechnical design parameters which form the basis of the tunnel designs. Excavation and construction methods, constraints, and groundwater inflow control will be documented. Additionally, ground support design will be developed, including evaluation of the likely presence of low strength materials and risk of encountering adverse conditions such as squeezing conditions, raveling, flowing or running ground will be evaluated. The basis of design for lining of the tunnels will be determined, including evaluation of the risk of post-earthquake groundwater infiltration and potential ground loss in ruptured areas, and the need for including control measures as part of the tunnel excavation design.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- 3A.1.7.4** The scope of work for this task includes field investigations and data collection and interpretation for the Outlet Works in conjunction with other Project facilities; development of a Basis of Design Technical Memorandum; and supplementing the Basis of Design Report. Task 4 includes the subsequent preparation of plans, specifications, and engineer's cost estimates for all facilities associated with the Outlet Works, including but not limited to design of cut-and-cover grading and excavations, tunnels, pipelines, intake, connections, valves, gates, actuators, control systems for operation of all inlet/outlet works, permanent lining and structural support systems for tunnels, support and backfill for pipelines, instrumentation for measuring and recording flow rates, water pressure, depths, and valve/gate motion and positions, debris racks, corrosion protection and coating systems, cranes, hoists, monorails, and rigging systems, electrical power and emergency power backup systems, all water distribution, plumbing, and water storage systems, and security and communication systems.
- 3A.1.7.5** An Outlet Works Basis of Design Technical Memorandum presenting the methodologies used, input parameters and assumptions made, and results of the analysis will be prepared. The Draft Outlet Works Design Technical Memorandum shall be submitted to the District for comment. After incorporation of PMC and District comments, a Revised Draft Outlet Works Design Technical Memorandum will be submitted to DSOD and FERC. The document will be finalized after receipt and response to all comments.
- 3A.2** Geotechnical Baseline Report. Consultant shall prepare and submit a Geotechnical Baseline Report. The report shall reference: (1) the geotechnical studies previously performed on the Project site (by the Planning Consultant and others); (2) other relevant historical studies from the site vicinity, including, but not limited to, fault investigations, geological mapping and construction records; and (3) the results of geotechnical investigations performed by the Consultant (as part of this Project, see 2.5) to supplement the available data.
- 3A.2.1** The report shall reference the Geotechnical Data Report and present a characterization of the subsurface conditions (including but not limited to groundwater conditions, potential borrow sources, excavatability of rock, reuse as fill, tunnel ground support evaluation, final lining design, dam foundation excavation design, potential fault displacements, seismic activity and other relevant parameters) at the site, and representative graphical cross-sections that pass through the Project site. A map (or maps, as appropriate) shall be included showing the locations of known and suspected faults, landslides and other geological features in the Project vicinity.
- 3A.2.2** If conflicts in the data are present, those conflicts shall be identified and resolved, if possible. Consultant shall consider the likelihood that naturally occurring asbestos (NOA) will be encountered during construction, and develop baselines to address such condition, as appropriate. Recommendations shall also be developed for additional geotechnical investigations that need to be performed during construction to establish measurable variances from baseline conditions.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

3A.2.3 The Draft Geotechnical Baseline Report shall be submitted to the District for comment. After incorporation of PMC and District comments, a Revised Draft Geotechnical Baseline Report shall be submitted to DSOD and FERC, and their comments incorporated. The Geotechnical Baseline Report will continue to be refined during the design and final contract document preparation. The Final Geotechnical Baseline Report will be checked for consistency with the Final Plans and Specifications, and will itself be a contract document along with the Geotechnical Data Report.

3A.2.4 Consultant shall prepare separate Geotechnical Baseline Reports for ADTP and ADSRP.

3A.3 (DELETED)

3A.3.1 (DELETED)

3A.3.2 (DELETED)

3A.3.3 (DELETED)

3A.4 Material Development and Handling Technical Memorandum. Consultant shall prepare a Material Development and Handling Technical Memorandum with recommendations on material development and handling as required to facilitate construction. Specific recommendations (including alternatives analyses) on development of borrow and disposal areas shall be developed, along with staging requirements to facilitate these operations, including haul roads associated with borrow and disposal areas and associated reclamation of borrow areas. Borrow areas will be evaluated for quality and quantity of material suitable for rockfill as well as accessibility and environmental impacts. A Materials Balance Diagram shall be developed and presented in the Material Development and Handling Technical Memorandum to reflect excavation volumes, borrow, requirements for new fills, waste volumes and their associated shrink/swell factors.

The Material Development and Handling Technical Memorandum presenting the methodologies used, input parameters and assumptions made, and results of the analysis will be prepared. The Draft Material Development and Handling Technical Memorandum shall be submitted to the District for comment. After incorporation of PMC and District comments, a Revised Draft Material Development and Handling Technical Memorandum shall be submitted to DSOD and FERC and their comments incorporated. The Material Balance Diagram and Material Development and Handling Technical Memorandum will be updated at the 30%, 60% and 90% design submittals.

3A.5 Cofferdam Technical Memorandum. Consultant shall prepare a Cofferdam Technical Memorandum that defines the basis of design for a temporary cofferdam to facilitate upstream embankment repairs in the dry. The Cofferdam Technical Memorandum shall focus on defining criteria for design, including location and alignment of the cofferdam, reservoir operations and levels during construction and crest elevation

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

requirements; conveyance/bypass requirements during construction (for both flood control and environmental flows); removal after construction, particularly if the cofferdam is to be higher than the dead pool elevation; flood protection, including inflow hydrographs, for a design storm occurring during construction, cofferdam type, foundation treatment, freeboard requirements and seepage control.

- 3A.5.1** Consultant shall evaluate and recommend whether the cofferdam should be designed by the Consultant and included as part of the Contract Bid Documents or whether the cofferdam be designed by the Contractor as part of their temporary site works to a set of criteria provided in the Contract Specifications. Regardless of the design approach, a preliminary cofferdam design will be made in this task for constructability, scheduling and cost-estimating purposes.
- 3A.5.2** Cofferdam type will be evaluated and alternatives analysis will be performed for type selection. Cofferdam construction will be coordinated with construction/reservoir schedule to establish whether the schedule affects contract approach or cofferdam type selection. Locations and alignments for the cofferdam will be evaluated. An area around the recommended cofferdam alignment will be established to permit various cofferdam designs to be considered. Considerations include constraints from potential borrow areas, disposal site for upstream excavation/dredging, intake construction, and Project schedule. The specifications for Contractor design of the cofferdam will be developed in Tasks 4 through 7.
- 3A.5.3** The Cofferdam Technical Memorandum will present the methodologies used, input parameters and assumptions made, and results of the analysis will be prepared. The Draft Cofferdam Technical Memorandum shall be submitted to the District for comment. After incorporation of PMC and District comments, a Revised Draft Cofferdam Technical Memorandum shall be submitted to DSOD and FERC. The document will be finalized after receipt and response to all comments.
- 3A.5.4** If the Consultant recommends that the cofferdam be designed by Consultant, the basis of design will be developed and presented in the Cofferdam Technical Memoranda and the design plans and specifications will be developed in Tasks 4 through 7.
- 3A.5.5** Consultant shall update the engineering analyses and calculations to reflect the Modified Project. The Draft Memorandum shall be updated and submitted to the District for comment as a Revised Draft Memorandum. After incorporation of PMC and District comments, a Revised Draft shall be submitted to DSOD and FERC. The document will be finalized after receipt and response to all comments by the Consultant.
- 3A.6** Basis of Design Report. Consultant shall prepare a full Basis of Design Report to define the technical requirements and parameters for the entire Project including the fields of civil, geotechnical, structural, hydraulic, mechanical, electrical, instrumentation, controls, maintenance and others as appropriate. The Basis of Design Report shall include: (1) description of the general arrangement of existing

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

and new Project facilities; (2) summary of the pertinent findings of the geotechnical investigations; (3) basis for dam, buttress and foundation material properties for use in analyses; (4) construction materials source assessment (on-site and commercial); (5) foundation characterization to assess excavation requirements and foundation acceptance criteria; (6) groundwater dewatering requirements; (7) civil and geotechnical design of the dam buttresses including stability and seismic deformation analyses; (8) design of disposal sites; (9) hydraulic and structural design of the spillway and outlet works; (10) mechanical and electrical design of the intake and outlet facilities; (11) access roadwork; and (12) the temporary cofferdam.

- 3A.6.1** The Basis of Design Report shall include all known and relevant constraints, such as: start and end of reservoir filling periods, environmental restriction dates, minimum flow criteria, criteria related to continuation of District water services and operations, borrow and spoil area constraints, sequencing constraints, etc. The Basis of Design Report shall include the completed Base Map and preliminary design drawings of the Project components detailing the retrofit, spillway and/or crest modifications, outlet works, and borrow/spoil areas.

- 3A.6.2** The Draft Basis of Design Report shall be submitted to the District for comment. After incorporation of PMC and District comments, a Revised Draft Basis of Design Report shall be submitted to DSOD and FERC and their comments incorporated.

- 3A.6.3** A review workshop will be convened with the District and PMC to review the basis of design documents. A separate review meeting will be convened with the District, DSOD, FERC and the BOC to review the basis of design documents. The review meeting will be held after submittal of the documents to the regulatory agencies.

- 3A.6.4** The Basis of Design Report will continue to be updated through the Design Phase. Upon completion of final design, the Basis of Design Report shall be updated to reflect any changes or additions that occurred over the course of the design development as detailed in Task 7 Final Design Document Preparation.

- 3A.7** Permanent Roads and Utilities Technical Memorandum. A basis of design for permanent site access roads, and utilities will be prepared. This effort includes development of a preliminary design of horizontal alignment and vertical profile of Coyote Road Dam Axis Road, Spillway Road, Dam Embankment Road, low-level outlet works (LLOW) structure and Diversion Pad Access Road, North Channel Access Road, and Cochrane Road, to accommodate the raising of Anderson Dam's crest and modification of the embankment fill per the project's seismic and hydraulic requirements. This includes modifications to the lower and upper parking lots and access roads Grading limits will be established to identify environmental, right of way, utility and drainage facility impacts; and design modifications to existing Anderson Dam Trail approaches where they intersect Coyote Road.

- 3A.7.1** This preliminary engineering work includes determining right of way, utilities easements, construction quantities, cost estimates and permit requirements for the Project, including roadway and structures.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- 3A.7.2** Exhibits will be attached to the Permanent Roads and Utilities Technical Memorandum and include planimetric maps showing key dimensions and features, roadway profiles, cross-sections, and additional construction details, as necessary, to graphically show the proposed work and limits of impact. Miscellaneous calculations used to determine pavement limits will also be included.
- 3A.7.3** The Permanent Roads and Utilities Technical Memorandum will present the input parameters and assumptions made and results of the analysis will be prepared. The Draft Permanent Roads and Utilities Technical Memorandum shall be submitted to the District for comment. After consideration and incorporation of PMC and District comments, if necessary and appropriate, a Revised Draft Permanent Roads and Utilities Technical Memorandum shall be submitted to DSOD and FERC. The document will be finalized after receipt and response to all comments.
- 3A.8** Instrumentation Technical Memorandum. A Technical Memorandum shall be prepared describing basis and the selection of instrumentation and instrumentation details required for construction and for permanent operation of the Anderson Dam. Instrumentation designs shall be coordinated with the District Dam Safety Program Unit to ensure system compatibility, and maintenance requirements are adequately incorporated.
- 3A.9** Reservoir Rim Stability Evaluation and Monitoring Plan. Consultant shall prepare a Reservoir Rim Stability Evaluation and Monitoring Plan. This scope of services includes the evaluation of five landslides that are located on the east and west shorelines of the south end of Anderson Lake that moved when the reservoir was lowered in 1987 to modify the Anderson Dam outlet works and determining potential hazards to the ADSRP during reservoir lowering and through the construction period when the reservoir is empty. Consultant shall develop conceptual buttressing alternatives for the two landslides that are present on the west shoreline and provide recommendations for monitoring the landslides during construction.

Task 3A - Deliverables (REVISED)

1. Design Criteria Memorandum (3 Drafts)
2. Outlet System Hydraulic and Operational Analysis Tech Memorandum (2 Drafts + 1 Final) (DELETED)
3. Spillway Hydraulics Tech Memorandum (2 Drafts + 1 Final)
4. Embankment Basis of Design Tech Memorandum (3 Drafts + 1 Final)
5. Spillway Basis of Design Technical Memorandum (2 Drafts + 1 Final)
6. Embankment Stability Tech Memorandum (2 Drafts + 1 Final) (DELETED)
7. Embankment Deformation and Settlement Analyses Tech Memorandum (2 Drafts + 1 Final) (DELETED)
8. Foundation and Embankment Seepage Tech Memorandum (2 Drafts + 1 Final) (DELETED)
9. Outlet Works Design Tech Memorandum (2 Drafts + 1 Final)
10. Geotechnical Baseline Report (2 Drafts/Final) for ADTP

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

11. Geotechnical Baseline Report (2 Drafts/Final) for ADSRP
12. Reservoir Operations Tech Memorandum (2 Drafts + 1 Final) (DELETED)
13. Material Development & Handling Tech Memorandum (2 Drafts + 1 Final)
14. Cofferdam Technical Memorandum (2 Drafts + 1 Final)
15. Basis of Design Report (2 Drafts + 1 Final)
16. Permanent Road and Utilities Technical Memorandum (2 Drafts + 1 Final)
17. Reservoir Rim Stability Evaluation TM (2 Drafts + 1 Final)
18. Landslide Monitoring Plan (2 Drafts + 1 Final)

Task 3A - Assumptions (REVISED)

1. The alternative identified in the Planning Study Report will be adopted for the embankment stability, deformation, and seepage analysis, but based on further analysis may be changed, if the District concurs.
2. For embankment stability analyses, up to 6 cross-sections will be analyzed for temporary and permanent embankment conditions.
3. For dynamic response analyses and seismic deformation and settlement analyses, up to 3 transverse cross-sections will be analyzed with a total of 6 input time histories: 3 for Calaveras MCE, 3 for Coyote Creek MCE.
4. The planning consultant will provide the applicable specific including plant type selection and material selection for landscaping required for restoration pursuant to the final environmental and permitting documents.
5. Interim dam stability analyses will be performed using the revised design criteria recommended by FERC.
6. An alternative concept will be considered for the HLOW. The alternative concept is to tunnel through the downstream right abutment of the dam.
7. Diversion intake was originally anticipated to be an incidental structure. A larger and more complex structure is required for the diversion intake structure to mitigate the risks associated with debris blocking the intake during diversion.
8. Coyote Road was designed as a one-way road in the 30% Design. Coyote Road will be redesigned by providing two lanes between Cochrane Road to the upper parking lot on the left abutment. To accommodate this change, additional cut-and-fill, retaining walls, and a revision of the roadway design will be required.
9. Budget for this Task 3A includes Preliminary Reservoir Rim Stability analysis, stability analyses for in-lake stockpile areas for core material, and Material Development and Handling TM (additional analysis required to address the comments/requests from the regulators prior to December 31, 2019).
10. Budget for this Task 3A includes a portion of the additional analysis for spillway related to

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

right abutment stability, foundation evaluation and design, replacement of crest and right abutment training wall tie-in to abutment to not cross property line as required. Remaining budget for these spillway related tasks is included in the scope of Task 6 90% Design Document Preparation.

11. Budget for this Task 3A includes additional effort to prepare the Basis of Design Report and a portion of other additional efforts for splitting the Project into Stage 1 and Stage 2.

12. Update GBR to include the results from DPP9 investigations.

Task 3B - Basis of Design (Prior Approval Required) (REVISED)

The District may require, and the Consultant shall perform, the following Supplemental Services during the Design Phase on an as-needed basis. Prior to performing any of these Supplemental Services, the Consultant must obtain written authorization from the District's Dam Safety & Capital Delivery Division Deputy Operating Officer in the form of a Task Order (See Revised Appendix One, Scope of Services, Revised Attachment Three, Task Order Template). Written authorization will state the agreed-upon scope of the services, the classifications of staff performing the Supplemental Services, the associated not-to-exceed fees, and schedule.

A technical memorandum presenting the methodologies used, input parameters and assumptions made, and results of the study and analysis will be prepared for each sub-task. Each Draft Technical Memorandum shall be submitted to the District for comment. After incorporation of PMC and District comments, a Revised Draft shall be submitted to DSOD and FERC. Each document will be finalized after receipt and response to all comments.

3B.1 - Spillway Physical Model Study (DELETED)

3B.2 - Assessment of Dam Response to Fault Rupture

The potential impact of surface fault rupture on the dam will be assessed using simplified procedures such as those by Bray, Seed, and Seed (1994) to evaluate the propagation of fault rupture through embankments. The potential for and extent of cracking of the dam will be assessed based on the location and orientation of the fault displacements. The ability of the dam to withstand foundation fault offset and embankment cracking will be evaluated based on the existing dam design features such as filters and transition zones in the areas of potential offset and cracking. Key inputs to the fault rupture analysis are the foundation and embankment material characterization developed in previous analyses, as well as findings from the Design Phase geotechnical investigations.

3B.3 - Finite Element Analyses of Dam Response to Fault Rupture (DELETED)

3B.4 - Test Fill

The objective of this task is to construct an embankment test fill using zone 1 materials and carry out the associated field and laboratory test program. The test fill will be used to obtain data on the excavation and compaction characteristics of the onsite construction materials, verify

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

compaction efforts and lift thicknesses and to develop engineering parameters for dam design and construction contract document specification preparation.

- 3B.4.1** A test fill program plan will be prepared. The plan will include describing the objectives and design criteria. The plan also will include a construction and testing protocol that will include test fill configurations, the type of equipment to be used, lift thickness, material moisture content, and number of compactor passes. Guidance will be provided on modifying variables such as lift thickness and number of compactor passes based on conditions encountered.
- 3B.4.2** Consultant will retain a contractor to perform the test fill construction, and will oversee the test fill construction and testing. To accomplish the test fill objectives, Consultant will monitor variables such as lift thickness and number of compactor passes based on the results obtained as the construction work progresses. Consultant will also collect field data and sample materials for laboratory testing. Consultant will develop a laboratory testing program based on the results of the test fill program and on the field investigation and laboratory testing. Consultant will then evaluate the field and laboratory data collected for use in design and preparation of upstream shell materials specifications.

3B.5 - Spillway Condition Assessment

The objective of this task is to conduct a comprehensive spillway condition assessment. As directed by DSOD and FERC, in light of the February 2017 spillway failure at the Oroville Dam, a more extensive evaluation of the adequacy, stability and structural integrity of appurtenant structures is necessary. Consultant will complete a reconnaissance of the geologic, hydraulic, hydrological, and structural adequacy of the spillway. Scope for this task is subject to change to ensure pending requirements from California Division of Safety of Dams are met.

- 3B.5.1** Consultant will review the "Supporting Technical Information" (STI) document and determine its completeness on the design, construction, operation, and performance of the spillway, and the underlying assumptions and the conclusions of the analyses of record supporting the assessment of the safety of the spillway.
- 3B.5.2** Consultant will conduct a geologic reconnaissance that focuses on potential geologic hazards in the spillway area subject to sliding, erosion and undermining. Information on existing geologic maps will be verified and augmented pursuant to the reconnaissance.
- 3B.5.3** Consultant will conduct a detailed structural survey of the spillway that focuses on the conditions of construction joints, water stops (if visible) and drainage systems.
- 3B.5.4** (DELETED)
- 3B.5.5** Consultant will prepare a draft and final report that documents the findings of Spillway Condition Assessment. The final report will incorporate review comments from the PMC and District. The final report will be submitted to DSOD and FERC.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

3B.6 NOA Support Services (UNCHANGED)

- 3B.6.1** Consultant will provide support to the PMC and Planning Consultant for NOA-related, potential-impact assessment with the CEQA review and documentation and, initial permit application consultations with the Air Quality Control District and other permitting agencies. When requested by the District Project Manager, Consultant will also provide NOA-related consultation services to the District's Office of General Counsel, Risk Management and Communications.
- 3B.6.2** Consultant will develop and conduct a baseline air monitoring program for ADTP and a second baseline air monitoring program for ADSRP. The programs will include preliminary atmospheric dispersion modeling to estimate potential air quality impacts and identify candidate air monitoring locations. The proposed sampling objectives, number and location of sampling stations, monitoring frequency and duration, sampling & analytical methods, and quality assurance program will be documented and submitted with a proposed Task Order (See Revised Appendix One, Scope of Services, Revised Attachment Three, Task Order Template) for review and approval by the District. The duration for each baseline monitoring program is assumed to be one year. Environmental clearance and permitting of sampling stations, if sampling stations are deemed necessary, will be completed by others to be determined at a later date. After the specified monitoring period, Consultant will prepare a memorandum that summarizes the results for each of the baseline air monitoring programs.
- 3B.6.3** Consultant will provide input for permit applications and construction Contract Documents. In consultation with the District, Planning Consultant and the PMC, Consultant will provide input for proposed measures to mitigate potential NOA-related impacts that will be considered in permit requirements. As needed, Consultant will support the Planning Consultant's consultation with the permitting agencies on NOA-related issues. When NOA-related permit requirements are finalized, Consultant will incorporate the requirements into the appropriate sections of the contract documents for construction.
- 3B.6.4** Consultant will conduct an air monitoring program during ADTP construction using the same sampling stations installed and sampled during the baseline air monitoring program for ADTP. The air monitoring program during ADTP construction will include updating of the atmospheric dispersion modeling as needed to replicate the baseline air monitoring results to estimate potential air quality impacts during construction and identify any additional candidate air monitoring locations.

The proposed sampling objectives, number and location of any additional sampling stations, monitoring frequency and duration, sampling & analytical methods, and quality assurance program, will be documented and submitted with a proposed Task Order (See Revised Appendix One, Scope of Services, Revised Attachment Three, Task Order Template) for review and approval by the District.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

The duration for the air monitoring program during ADTP construction is assumed to be 36 months.

Environmental clearance and permitting of additional sampling stations will be performed by others, if additional sampling stations are deemed necessary. During the specified monitoring period, Consultant will prepare annual memorandums that summarizes the results for air monitoring program during ADTP construction.

3B.7 County of Santa Clara Parks Restoration (DELETED)

3B.8 Coyote Creek Channel Improvements (DELETED)

3B.9 Burnett Avenue Bridge (DELETED)

3B.9 Unlined Spillway Channel Analysis (UNCHANGED)

The objective of this task is to develop and evaluate concepts for mitigation measures for the unlined spillway channel and design for the selected mitigation measure.

3B.9.1 Unlined Spillway Channel Alternatives Evaluation. Consultant shall perform engineering analyses including geotechnical, hydraulic, and erosion analyses to aid development and evaluation of conceptual mitigation measure alternatives for the unlined spillway channel. The alternatives evaluation memorandum shall include a recommended mitigation measure and design criteria for that mitigation measure.

3B.9.2 Unlined Spillway Channel Basis of Design. Consultant shall design the selected mitigation measures for the unlined spillway channel and document design criteria and the design in the Spillway Basis of Design Technical Memorandum.

3B.10 Live Oak Park Restoration Design (NEW)

The objective of this task is to develop final design and bid package for the restoration of Live Oak Park. As a result of staging, laydown, grading and other construction activities, the existing facilities, vegetation, irrigation systems, habitats and native soils, Live Oak Park will be impacted by the Project and will have to be restored.

Task 3B - Deliverables (REVISED)

1. Work Plan (DELETED)
2. Spillway Physical Model Study Technical Memorandum (DELETED)
3. Assessment of Dam Response to Fault Rupture Technical Memorandum
4. Test Fill Plan (2 Drafts + 1 Final)
5. Test Fill Report Findings. (2 Drafts + 1 Final)
6. Spillway Condition Assessment Report (1 Draft+ 1 Final)
7. Baseline Air Monitoring Work Plan and Technical Memorandum (1 Draft + 1 Final) for ADTP
8. ADTP Baseline Air Monitoring Reports

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

9. ADTP Construction Air Monitoring Reports
10. Baseline Air Monitoring Work Plan and Technical Memorandum (1 Draft + 1 Final) for ADSRP
11. ADSRP Baseline Air Monitoring Reports
12. County Parks Restoration Analysis Technical Memorandum (2 Drafts + 1 Final) (DELETED)
13. Coyote Creek Channel Improvement Analysis Technical Memorandum (2 Drafts + 1 Final) (DELETED)
14. Unlined Spillway Channel Alternatives Technical Memorandum (2 Drafts + 1 Final)
15. Live Oak Park 100% Design Package
16. Live Oak Park Bid Package

Task 3B - Assumptions (REVISED)

1. Consultant will select the appropriate subcontractor for the test fill construction and administer the subcontract.
2. The test fill program will have a total duration of 5 working days (excluding mobilization/demobilization) and the field work will be done between April 15 and October 15. One additional test fill zone and two optional test fill zones are included to the test fill program to address the BOC, DSOD, and FERC comments.
3. If needed, any required environmental clearance and permitting for the test fill construction and air monitoring stations will be completed by others.
4. (DELETED)
5. (DELETED)
6. (DELETED)
7. The Budget for this Task 3B includes effort for DPP Phase 6 permitting, additional DPP Phase 5, a portion of investigations for haul road to check dams inside the reservoir, and Sediment Transport Analysis.
8. The scope to perform air monitoring program during ADTP construction (3B.6.4) does not extend beyond November 30, 2021.

Task 4 - 30 Percent Design Document Preparation (UNCHANGED)

The 30% design set shall establish primary drawings and specifications for all major Project components and shall include development of details at a preliminary level. Mechanical drawings will not be included as part of Task 4, 30 Percent Design Document Preparation.

- 4.1** Consultant shall prepare, and submit to the District, a sample drawing for District review that Drafting Standards are being adopted into the plan set.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- 4.2** Consultant shall prepare, and submit to the District, an index drawing numbering scheme, file naming labeling, layout, and format for District review and approval that District's requirements are being used for the Project.
- 4.3** For specification development for 30% design, the Consultant shall submit a specification table of contents for review. Detailed specifications will be prepared and submitted as described in Task 5, 60 Percent Design Document Preparation.
- 4.4** Consultant shall prepare and submit 30% drawings, specifications, and an AACE Class 4 construction cost estimate. Cost estimates for the most significant lines of the work breakdown structure shall be "bottom-up" estimates. The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate.
- 4.5** Consultant shall prepare a 30% Draft Construction Sequencing Plan (CSP) to identify the Consultant's intended construction sequencing to meet Project requirements, including support excavations for foundation, abutments, outlet works, stockpiling, embankment construction and other constructability considerations, including maintaining the required reservoir levels and service. This plan shall be used to guide the detailed design and shall be updated as the design is refined. The CSP shall eventually be incorporated into the specifications as a guide to the Contractor and to establish requirements to submit Contractor's own sequencing plans as needed to confirm continuance of reservoir operations.
- 4.6** Consultant shall submit the 30% plans and specifications and CSP to the PMC and District, and shall include for review:
- 4.6.1** The regulatory-driven improvements demonstrating the Project team has addressed these concerns or requirements.
- 4.6.2** The constructability/sequencing requirements for the Contractor.
- 4.6.3** Clear delineation of existing property lines and take lines (i.e., rights of way, easements, or property acquisitions) needed for Project construction and/or ongoing maintenance or access.
- 4.7** Consultant will conduct a 30% review meeting/workshop with the PMC and the District to review and discuss PMC/District comments.
- 4.8** Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal.
- 4.9** After consideration of, and incorporation of PMC and District comments, if necessary and appropriate, a Revised 30% Submittal shall be submitted to DSOD and FERC.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- 4.10** A 30% Constructability Review Workshop will be held with the District and PMC. Construction experts from the District, PMC and Consultant staff will participate in this workshop.
- 4.11** Subsequent to the 30% Constructability Workshop, a BOC meeting will be held with District, FERC, and DSOD, to review the 30% submittals.
- 4.12** Consultant shall identify the need for and attend meetings, workshops and consultations with District as needed to complete the 30% design tasks.
- 4.13** If, in the course of preparing the 30% documents, additional Technical Memoranda or edits to previously-finalized Memoranda (not identified for future updates in this Scope of Services) are necessary, that work shall be accomplished under Task 9 as Supplemental Services During Design.

Task 4 - Deliverables (REVISED)

- 1. 30% Plans and Specifications
- 2. 30% Class 4 Construction Cost Estimate as defined by Association for the Advancement of Cost Engineering (AACE)
- 3. 30% Construction Sequencing Plan (2 drafts)
- 4. 30% Design Comment Resolution Document.
- 5. Agenda and Record for 30% Design Review Workshop(s)
- 6. Agenda and Record for 30% Constructability Workshop

Task 5 - 60 Percent Design Document Preparation (REVISED)

The 60% design set shall include a high degree of completion of drawings and specifications for all major Modified Project components. Most details shall be present at a high level. Mechanical, Landscaping, and Security drawings will not be included as part of Task 4, 30 Percent Design Document Preparation.

- 5.1** Consultant shall prepare and submit 60% drawings, specifications, and an AACE Class 3 construction cost estimate. Cost estimates for the most significant lines of the work breakdown structure shall be "bottom-up" estimates based on assumed productivity, equipment, and labor spreads for the activities. The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate.
- 5.2** The 60% plans and specifications and a 60% Construction Sequencing Plan (CSP) shall be submitted to the PMC and District and shall include for review:
 - 5.2.1** Changes as necessary to address the 30% submittal review comments.
 - 5.2.2** (DELETED)
 - 5.2.3** The regulatory-driven improvements demonstrating the Project has addressed these concerns or requirements.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- 5.2.4** Constructability/Sequencing requirements for the Contractor.
- 5.2.5** Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor's completion of each milestone to be included in the Project specifications.
- 5.2.6** For specification development, the Consultant shall use the District's Standard Provisions (Boiler Plate) and the District's Special Provisions Format. Consultant shall recommend edits and additions to the District Provisions where appropriate for this Project. Consultant shall submit a recommended format for the Technical Provisions, for review and approval by the District. The District has a separate bid proposal package/template that the Consultant shall provide input for as requested by the District. Multiple, intermediate submittals of Special Provisions sections to the District are anticipated to reconcile referencing and formatting issues.
- 5.3** (DELETED)
- 5.4** Consultant will conduct a 60% review meeting/workshop with the PMC and the District to review and discuss PMC/District comments.
- 5.5** Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal.
- 5.6** After consideration of, and incorporation of PMC and District comments, if necessary and appropriate, a Revised 60% Submittal shall be submitted to DSOD and FERC.
- 5.7** Subsequent to the 60% review meeting/workshop with DSOD and the 60% Constructability Workshop, a BOC meeting will be held with District, FERC, and DSOD, to review the 60% submittals.
- 5.8** Consultant shall identify the need for and attend design input meetings, workshops and consultations with District as needed to complete the 60% design tasks.
- 5.9** If, in the course of preparing the 60% documents, additional Technical Memoranda or edits to previously-finalized Memoranda (not identified for future updates in this Scope of Services) are necessary, that work shall be accomplished under Task 9 Supplemental Services During Design.

Task 5 - Deliverables (REVISED)

- 1. 60% Plans and Specifications
- 2. 60% Class 3 Construction Cost Estimate as defined by AACE
- 3. 60% Construction Sequencing Plan (2 drafts)
- 4. 60% Design Comment Resolution Document
- 5. Draft Bid Sheet & Supporting Technical Memorandum (DELETED)
- 6. Draft Construction Permitting Framework Document (DELETED)

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

7. Agenda & Record for 60% Design Review Workshop(s)

Task 5 - Assumptions (UNCHANGED)

1. The District will be responsible for the acquisition of permanent and temporary property-related rights of way and all permit application fees.
2. The District will identify any additional required items that are identified in the EIR/EIS and other environmental permit application documents prior to the preparation of the 90% design submittals.

Task 6 - 90 Percent Design Document Preparation (REVISED)

The 90% design set shall include a complete set of drawings and specifications for all major Modified Project components at a level required for Agency Permitting Review and Contractor Bidding.

- 6.1** Consultant shall prepare and submit 90% drawings, specifications, and a construction cost estimate (AACE Class 2). The cost estimate shall be based on an updated, detailed logical work breakdown structure based on the 90% plans, specifications, and 90% Construction Sequencing Plan.
- 6.2** Prepare/update the Basis of Design Report, design criteria TMs, analyses, calculations, etc., as identified in previous task descriptions. If in the course of preparing the 90% documents additional Technical Memoranda or edits to previously finalized Memoranda not identified for future updates in this Scope of Services are necessary, that work shall be accomplished under Task 9 Supplemental Services During Design.
- 6.3** The 90% plans and specifications and a 90% Construction Sequencing Plan (CSP) shall be submitted to the PMC and District and shall include for review:
 - 6.3.1** Changes as necessary to address the 60% submittal review comments.
 - 6.3.2** Consultant shall update the Construction Permitting Framework document to 90% level.
 - 6.3.3** The regulatory-driven improvements demonstrating the Project has addressed these concerns or requirements.
 - 6.3.4** Constructability/Sequencing requirements for the Contractor.
 - 6.3.5** Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor's completion of each milestone to be included in the Project specifications.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- 6.4** Consultant shall prepare a draft bid sheet at the 90% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define.
- 6.5** Consultant will conduct a 90% review meeting/workshop with the PMC and the District to review and discuss PMC/District comments.
- 6.6** Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal.
- 6.7** After consideration of, and incorporation of PMC and District comments, if necessary and appropriate, a Revised 90% Submittal shall be submitted to DSOD and FERC.
- 6.8** BOC meeting will be held with District, FERC, and DSOD, to review the 90% submittals.
- 6.9** Consultant shall identify the need for and attend design input meetings, workshops and consultations with District as needed to complete the 90% design tasks.
- 6.10** If, in the course of preparing the 90% documents, additional Technical Memoranda or edits to previously-finalized Memoranda (not identified for future updates in this Scope of Services) are necessary, that work shall be accomplished under Task 9Supplemental Services During Design.
- 6.11** Update the Construction Sequencing Plan and develop a Construction Sequencing Specification. The Construction Sequencing Specification will identify key milestone dates to be met during construction, and will include specific provisions for incorporation into the Contractor's plan, as needed.
- 6.12** (DELETED)
- 6.12.1** (DELETED)
- 6.12.2** (DELETED)
- 6.13** Temporary Construction Emergency Action Plan (TCEAP). Consultant shall provide information for the preparation of TCEAP.
- 6.14** Emergency Action Plan (EAP). Consultant shall provide information for the preparation of EAP.
- 6.15** Quality Control and Inspection Plan (QCIP). Consultant shall prepare a draft QCIPs for ADTP and ADSRP. QCIP will be completed after the District has put together its construction management team.
- 6.16** Anderson Dam Tunnel Project (Stage 1). Consultant shall prepare a final design set for the ADTP. The final design set shall include a complete set of drawings and

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

specifications (signed and sealed) for all major Stage 1 Project components at a level required for agency permitting review and contractor bidding.

- 6.17** Temporary Construction Surveillance Monitoring Plan (TCSMP). Consultant shall prepare draft TCSMPs for ADTP and ADSRP. TCSMP will be completed after the District has put together its construction management team.

- 6.18** (DELETED)

Task 6 - Deliverables (REVISED)

1. Updated Basis of Design Report, Design Criteria TMs, and all supporting analyses and calculations, as identified in this Scope of Services
2. 90% Construction Sequencing Plan and Construction Sequencing Specification
3. 90% Plans and Specifications (2 sets)
4. 90% Class 2 Construction Cost Estimate as defined by AACE
5. 90% Design Comment Resolution Document including resolution of regulatory and permitting agency comments
6. Commissioning, Training, and Maintenance Plan (DELETED) Agenda & Record for 90% Design Review Workshop(s)
7. Temporary Construction Emergency Action Plan (2 Drafts + 1 Final)
8. Emergency Action Plan (2 Drafts + 1 Final)
9. Quality Control and Inspection Plan (2 Drafts) for ADTP
10. Quality Control and Inspection Plan (2 Drafts) for ADSRP
11. Temporary Construction Surveillance Monitoring Plan for ADTP
12. Temporary Construction Surveillance Monitoring Plan for ADSRP Excavation Material Management Plan (2 Drafts + 1 Final) (DELETED)

Task 6 - Assumptions (REVISED)

Budget for this task includes:

1. Reservoir Rim Stability analysis and design
2. Design and documentation of a 30-Inch Bypass Line in the outlet structure instead of the previously planned 10-inch Bypass Line
3. (DELETED)
4. (DELETED)
5. Update of the Construction Sequencing Plan and the Material Development and Handling Plan, stability analyses for in-reservoir stockpile areas for core material
6. Additional outlet pipe non-linear dynamic analyses requested by regulators
7. Additional FLAC analysis requested by FERC

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

8. Additional dynamic modelling of 78-inch pipe in outlet structure requested by regulators, additional analysis for spillway related to right abutment stability
9. Spillway design changes on ogee crest, terminal structure and termination wing wall
10. Foundation evaluation and design
11. Replacement of crest and right abutment training wall tie-in to abutment to not cross property line
12. Additional hydraulic analyses - simultaneous release to Anderson Force Main (AFM) and Coyote Creek through outlet
13. Updating Design Criteria TM for 30-inch bypass, unlined chute, etc.
14. Additional effort for electrical and SCADA
15. Additional effort to design and document AFM Relocation
16. Revised Construction Cost Estimates
17. All additional effort involved in splitting the Project into two stages (Stage 1 and Stage 2)
18. Fault mitigation design for outlet structure
19. Design changes due to large size flow control valve
20. Design of the temporary bulkhead in downstream leg of the low-level outlet tunnel
21. Automatic Data Acquisition Systems (ADAS) design support
22. Coyote Road revisions
23. (DELETED)

Task 7 - Final Design Document Preparation (REVISED)

Consultant shall prepare a final design set each for Anderson Dam Tunnel Project (Stage 1) and Anderson Dam Seismic Retrofit Project (Stage 2). Each final design set shall include a complete set of drawings and specifications, signed and stamped, for all major Modified Project components at a level required for Agency Permitting Review and Contractor Bidding. The scope of Task 7 Final Design Document Preparation is listed below.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- 7.1** Prepare and submit 100% Design and Contract Documents for PMC and District review, which must include the items listed below.
- 7.1.1** Plans and Specifications that address 90% review comments, design modifications, and clarifications as required to support the Commissioning, Training, and Maintenance Plan.
- 7.1.2** Specifications, including Standard Provisions, Special Provisions, Technical Provisions, Appendices, Notice to Bidders, geotechnical data report and geotechnical baseline report, bid documents and construction sequencing specification.
- 7.1.3** Engineer's Estimate (AACE Class 2)
- 7.1.4** Revisions as necessary to confirm and finalize the Basis of Design Report to Final Design.
- 7.1.5** All Engineering Analysis and Calculations completed and checked as per the QA/QC Plan and assembled in accordance with the relevant design analyses sections in the Basis of Design Report.
- 7.2** Consultant will submit 100% plans and specifications to FERC and DSOD for permitting review.
- 7.3** Consultant shall identify all applicable permitting requirements in the certified EIR/EIS, in coordination with the Planning Consultant, and integrate those requirements into the final design documents. Consultant shall assist the District in submittals and obtaining the necessary and timely permit approvals for Construction.
- 7.4** Compile all FERC and DSOD permitting comments, prepare a response document. Make revisions to drawings and specifications as necessary to resolve comments, and submit for approval.
- 7.5** After resolving all FERC and DSOD permitting issues, prepare and submit Bid Set including:
 - 7.5.1** 100% Design Comments Resolution Form.
 - 7.5.2** Revisions to plans and specifications as required for FERC and DSOD permitting approval.
 - 7.5.3** Revisions to Engineer's Estimate, if necessary.
 - 7.5.4** Revisions to Basis of Design Report, if necessary.
 - 7.5.5** Revisions to Engineering Calculations, if necessary.
 - 7.5.6** Revisions to Design Criteria Memorandum.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- 7.5.7** Revisions to the Basis of Design Memoranda.
- 7.6** Develop a Commissioning, Training, and Maintenance Plan to prepare District staff for construction milestones, start-up and testing, and the first year of operation.
- 7.7** Consultant shall prepare a Design-to-Construction Phase Transition Report and use District's QEMS W73004 Design Phase WBS Item Descriptions and Instructions and F75101 Close-Out Checklist as guides for items to be included in the Transition Report. The report will include a description of the work that would occur during the Construction Phase but is not included in the construction Contract Documents, such as roles and responsibilities of discipline engineers and Consultants. It will also identify the special interactions that will be required with stakeholders and oversight agencies during construction, unique critical construction compliance checks, special or non-standard construction documentation requirements, and a list of required submittals.

Task 7 - Deliverables (REVISED)

1. 100% Plans and Specifications (2 sets each) for Stage 1 and Stage 2
2. Bid Set that includes 100% Plans and Specifications, including Standard Provisions, Special Provisions, Technical Provisions, Appendices, Notice to Bidders, Geotechnical Data Report and Geotechnical Baseline Report and bid documents for Stage 1 and Stage 2
3. Engineering Calculations completed and checked as per the QA/QC Plan and assembled in conformance with relevant design analysis for Stage 1 and Stage 2
4. Draft, Final and Conformed Basis of Design Report and associated Basis of Design Reports for Stage 1 and Stage 2
5. Engineer's Estimate (AACE Class 2) for Stage 1 and Stage 2
6. 100% Comment Resolution Document for Stage 1 and Stage 2
7. Commissioning, Training, and Maintenance Plan (CTMP)
8. Design-to-Construction Phase Transition Report for Stage 1 and Stage 2
9. Final Construction Sequencing Plan (CSP)
10. Final Material Development and Handling Technical Memorandum (MDHTM)
11. Dam Safety Surveillance and Monitoring Plan

Task 7 - Assumptions (REVISED)

Budget for this Task 7 includes:

1. Additional design services related to separation of documents for Stage 1 (ADTP) and Stage 2 (ADSRP).
 - a. Additional design services to separate final design documents for Stage 1 and Stage 2.
 - b. Additional design services to coordinate ADTP changes with ADSRP
 - c. Additional design services to coordinate drawings for Stage 2

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- d. Additional design services to update tree protection and removal plan for Stage 2.
 - e. Preparation for and participation in Construction PFMA for Stage 2
2. Additional design services to address District, Board of Consultants, FERC, and DSOD on the 90 percent design documents.
3. Additional design services to address potential failure modes (PFM) identified during the Design Modification Potential Failure Mode Analysis (PFMA) Workshops.
- a. Additional design services to develop ring grouting design for High Level Outlet Tunnel.
 - b. Additional design services to address softening of top right abutment
 - c. Additional design services to develop plan of mitigation for rock drain
 - d. Additional design services to develop design to remove liquifiable materials downstream of bathtub area.
 - e. Additional design services develop recommendations for various foundation treatments for anticipated ground conditions below the dam
4. Additional design services to design for winterization of interim dams
- a. Additional design services to design updates for ACB channels based on the Flume Test and Physical Model Test results
 - b. Additional design services to design updates to winterization details
5. Additional design services to address stability of right abutment of spillway.
- a. Additional effort to design the right retaining wall anchorage due to limited footprint and high seismic loads
 - b. Design for embankment backfill behind the right gravity wall
6. Additional design services to complete design of new spillway
- a. Spillway design changes on ogee crest, terminal structure and termination wing wall, foundation evaluation and design
 - b. Replacement of crest and right abutment training wall tie-in to abutment to not cross property line

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

7. Additional design services to extend the lined spillway to the downstream end of the currently lined portion.
8. Additional design services to complete design of the high-level outlet.
 - a. Additional design services to delete special-seismic steel pipe from the design of the high-level outlet.
 - b. Additional design services to develop intake bulkhead detail designs
 - c. Additional design services to develop HLOW shaft details for shaft cover, openings, hoist structure, etc.
 - d. Additional design services to design of HLOW access point
 - e. Additional design services to design of multiple connections for wall types
 - f. Additional design services to develop final Blow-out valve design
9. Additional design services to complete design of the low-level outlet.
 - a. Additional design services to design low-level outlet structure for vertical sleeve valves.
 - b. Additional design services to address District's maintenance and operational requirements (e.g., access).
 - c. Additional design services to design and document AFM Relocation
 - d. Additional design services to develop design details for the slip joint for the access adit
 - e. Additional design services to refine the 78-inch/33-inch/12-inch bends in the thrust block
 - f. Additional design services to develop design details for 36-inch seismic shutoff Butterfly Valve
 - g. Additional design services to design low-level outlet structure foundation anchorage due to weak foundation and high seismic loads
 - h. Additional design services to accommodate the design changes to the low-level outlet control structure due to 42-inch/30-inch horizontal sleeve valves become vertical sleeve valves including revision of energy dissipation chambers, grading, structural calcs, access platforms, and detailing
 - i. Additional design services to develop structural design for hatches on outlet control structure and concrete passage

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- j. Additional design services to design of flow meters on the 78-inch and 33-inch outlet pipes
 - k. Additional design services to design of wall penetration reinforcement details
 - l. Additional design services to design of multiple connections for wall types
 - m. Additional design services to develop structural details for ventilation system
 - n. Additional design services to design of tunnel seepage monitoring system
 - o. Additional design services to develop CFD model of discharge from 54-inch energy dissipation chamber into Coyote Creek to evaluate erosion protection required for the road
 - p. Additional design services to design and documentation of a 30-Inch Bypass Line in the outlet structure instead of the previously planned 10-inch Bypass Line (part)
 - q. Additional design services to design of the temporary bulkhead in downstream leg of the low-level outlet tunnel
 - r. Additional design services to perform final dynamic analysis on the Low-Level Outlet Pipe.
 - s. Additional design services to design access points for ROVs for various pipelines
 - t. Additional design services to update 100% and final design of Low-Level Outlet Structure to incorporate fault offset
 - u. Additional design services to update 100% Pipe support design
10. Additional design services to complete design of diversion system
- a. Additional design services for the changes due to large size flow control valves
 - b. Additional design services to fault mitigation design for diversion outlet structure
 - c. Additional design services to develop measures needed to anchor 10-ft diversion extension pipe against floatation
11. Additional design services to complete design of an intake tower for the low-level outlet.
- a. Additional design services to develop 100% and final design of the intake tower
 - b. Additional design services to perform additional analysis due to the changes in the design to update the Diversion and Cofferdam basis of design

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

12. Additional design services to complete design of County of Santa Clara County Parks Restoration.
 - a. Additional design services to develop 100% and final design of the entrance
 - b. Additional design services to develop restoration design of the boat ramp, boat ramp parking area, and expansion into BHBA excavation.
 - c. Additional design services to develop design for relocation of the intersection of Coyote Road and Cochrane Road, realignment of the bottom of Coyote Road, entrance kiosk, Live Oak picnic area items to be identified will be performed under Task 9 – Supplemental Services During Design
13. Additional design services to address construction schedule risk.
 - a. Additional design services to develop contingency measures for stage 2 diversion system and stage 2 embankment construction
 - b. Additional design services to update the design of in-reservoir haul roads to support risk mitigation for embankment construction requiring larger equipment
14. Additional design services to update electrical, Supervisory Control and Data Acquisition. (SCADA), and Automatic Data Acquisition Systems (ADAS) design support
 - a. Design of control buildings (No. 2. and No. 3)
15. Additional services to update Construction Cost Estimates due to design changes and new design elements.
16. Additional design services to design permanent access roads
 - a. Additional design services to design of access driveway to North Channel left bank.
 - b. Additional design services to design of spillway access road.
 - c. Additional design services to design of an access road to HLOT maintenance hatch.
 - d. Additional design services to develop final road drainage design
17. Additional design services to design temporary access roads, stockpile areas, staging areas, and borrow areas
 - a. Additional design services to design of in-reservoir roads

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- b. Additional design services to develop drainage system design for Stockpile Area E (SA-E) to convey seepage from end of unlined spillway channel under core material that will be stockpiled in SA-E
 - c. Additional design services to update the design of Stockpile Area M due to the change in the height of the stockpile
 - d. Additional design services to design of a temporary berm at Staging Area 1 to protect against high flows from diversion
 - e. Additional design services to update in-reservoir existing conditions and design features with updated reservoir area bathymetry to be provided by the District.
 - f. Additional design services to revise design of Basalt Hill Borrow Area to include additional reserve
 - g. Additional design services to update Coyote Road design
 - h. Additional design services to redesign of Reservoir Disposal Area for larger volume of waste material
18. Additional design services to complete Stage 2 deliverables
- a. QCIP - Develop exhaustive table of QA for each specification
 - b. Construction Surveillance Monitoring Plan - Perform analyses to determine threshold and action levels for the instrumentation that will be monitored during construction
 - c. Coyote Creek Modification Technical Memorandum
 - d. Basis of Design report
 - e. Develop Dam Safety Surveillance and Monitoring Plan
 - f. Operations & Maintenance Manual
 - g. Initial Fill Plan
 - h. Meeting with the District to discuss the 90% design comments
 - i. Construction Sequencing Plan

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- j. Material Development and Handling Memorandum
- k. Drawing coordination due to the changes on the project components
- l. Instrumentation Technical Memorandum for Survey Automation design

Task 8 - Bid and Award Services (REVISED)

The Bid Set shall include a complete set of drawings and specifications, signed and stamped, for the Modified Project at a level required for Contractor Bidding. Upon the District's request, the Consultant shall assist during the bidding processes, separately for each Stage 1 and Stage 2 by performing the services listed below.

- 8.1** Responding to bidders' questions pertaining to the Bid Set within two business days of receipt of District's written request. Consultant will maintain a log of bidders' questions and responses, including whether any questions require addenda to the Bid Set.
- 8.2** Attending the pre-bid conference, including a site visit, and assisting with preparation of documents to be distributed at the conference.
- 8.3** Preparing bid document addenda if clarifications or changes to documents in the Bid Set are needed, which is listed below.
 - 8.3.1** Changes to drawings will be shown on 8.5 x 11 sheets to the extent possible.
 - 8.3.2** Changes to drawings will be signed and stamped and will be provided within five business days of the written request from District.
 - 8.3.3** During preparation of each addendum, the Consultant shall evaluate any construction schedule and cost impact of the addendum and submit to District for consideration prior to finalizing addendum.
- 8.4** Preparing a Conformed Set of construction Contract Documents after construction bids are received for use during construction.
- 8.5** Bid and Award Services shall be provided for ADSRP and ADTP.

Task 8 - Deliverables (UNCHANGED)

- 1. Written responses to bidders' questions and associated log for ADSRP
- 2. Written responses to bidders' questions and associated log for ADTP
- 3. Minutes of the pre-bid conference(s) for ADSRP
- 4. Minutes of the pre-bid conference(s) for ADTP
- 5. Addenda to bid documents for ADSRP
- 6. Addenda to bid documents for ADTP

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

7. Electronic versions of stamped and signed conformed set of construction Contract Documents for ADSRP
8. Electronic versions of stamped and signed conformed set of construction Contract Documents for ADTP
9. Wet-stamped and signed conformed set of contract documents for use during Project construction for ADSRP
10. Wet-stamped and signed conformed set of contract documents for use during Project construction for ADTP

Task 8 - Assumptions (REVISED)

1. District will set up service for bidders to obtain Bid Sets.
2. District will receive all bidders' questions, convey those questions related to the Consultant's work to the Consultant, and disseminate the responses to bidders.
3. District will be responsible for generating pre-bid conference notes and disseminating the notes to bidders
4. District is responsible for reproducing and distributing bid documents and addenda documents.
5. Budget for this task includes effort required for additional elements added to the Project for spillway right abutment stability, replacement of crest and right abutment training wall tie-in to abutment to not cross property lines, additional elements for electrical and SCADA, all additional effort involved in splitting the project into two stages (Stage 1 and Stage 2), additional elements of sediment control structures (north catch basin, south catch basin/diversion and pipeline for providing water for fisheries, etc.), and update the bid package to accommodate the design changes listed under Task 7 – Final Design.
6. Budget for this task also includes additional effort required for bid and award services for ADTP (completed) and ADSRP.
7. Consultant will support the best value procurement, industry day preparations and bid evaluation.
8. District will award the construction contract for ADSRP on a best value basis in two steps.

Task 9 - Supplemental Services During Design and Construction (REVISED)

The District may require, and Consultant will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, Consultant must obtain written authorization in the form of a Task Order (see Revised Appendix One, Scope of Services, Revised Attachment Three, Task Order Template) approved by the Dam Safety & Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- A. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.
- B. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on the Hourly Rate Schedule (time and material) as described in Revised Appendix Two, Fees and Payments, and must include all of the following information:
 - 1. The total price for Consultant to complete the Supplemental Services Task Order on a Time and Materials Basis.
 - 2. The schedule for completing the Supplemental Services Task Order.
 - 3. Consultant key staff and classifications that will be assigned to complete the Supplemental Services.
- C. The Supplemental Services Task Order fees will not be exceeded by the Consultant without prior written authorization from the District's Deputy Operating Officer.
- D. Under no circumstances will Consultant commence the Supplemental Services until:
 - 1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and
 - 2. Consultant receives a Task Order Notice-To-Proceed from the District's Project Manager.

9.1 Specific Supplemental Services. Specific examples of possible Supplemental Services include, but are not limited to:

- a. Additional coordination meetings as required by the District
- b. Additional design meetings as required by the District
- c. Additional design workshop as required by the District
- d. Board of Consultants Meetings
- e. Potential Failure Mode Analysis (PFMA) Workshops
- f. Risk Workshops to update the Project's Risk Register
- g. Additional geotechnical investigations and reporting
- h. Additional geologic hazards and risk assessment and reporting
- i. Additional engineering analysis and reporting

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- j. Additional design services to address construction schedule risk
- k. Additional design services for temporary structures during construction (e.g., retaining wall for Cochrane Road)
- l. Additional design services to design intake tower for low-level outlet works
- m. Additional design services to address review comments from the District, Boar of Consultants, FERC, and DSOD
- n. Additional design services for County of Santa Clara County Parks Restoration
- o. Additional design services to address District's maintenance and operational requirements
- p. Testing and studies of articulated concrete blocks (ACB) for temporary spillways for interim dams
- q. Coyote Ceanothus Maintenance
- r. Environmental site assessments
- s. Environmental documentation and permitting support services
- t. Encroachment (e.g., City of Morgan Hill, County of Santa Clara) and other permitting (e.g., Cal/OHSA, BAAQMD) support services
- u. Real estate acquisition support services
- v. Additional engineering support during construction for ADTP

Task 10 - Engineering Support During ADTP Construction (REVISED)

Consultant will provide engineering services during construction of the Project. Such services will include attending the preconstruction meeting, reviewing the construction Contractor's technical submittals, and responding to technical questions and requests for information.

10.1 Project Management Services During Construction (REVISED)

The purpose of this Task is to manage services to meet the requirements of this scope of services, manage staffing and expenditures, and keep Valley Water informed of progress. If requested by the District, Consultant will:

10.1.1 Manage efforts of Consultant's and Subconsultants' staff.

10.1.2 Coordinate work with the District, the Construction Management Consultant, and the Program Management Consultant, if any, regarding the scheduling of meetings, attendance, site observations, and deliverables.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

10.1 – Assumptions (REVISED)

1. Active Project construction duration will be fifty-four (54) months.

10.1 – Deliverables (UNCHANGED)

1. Input to Monthly Progress Reports

10.2 Meetings and Site Visits (REVISED)

If requested by the District, Consultant will;

- 10.2.1** Attend the preconstruction conference. Consultant will respond to technical questions from the Contractor or the District.

- 10.2.2** Attend progress and other meetings, coordination meetings and telephone conference calls with the District's construction Contractor, District, Construction Management Consultant, and other parties as determined by District, in order to discuss and coordinate the construction progress, resolve technical issues, concerns, and related activities.

- 10.2.3** Perform site visits and full-time observation during construction activities as agreed with the District to verify design assumptions and provide interpretations of the design intent. Consultant shall prepare a summary report documenting the results of their observations.

10.2 – Assumptions (REVISED)

1. Meetings will be held weekly during active construction duration. It is anticipated that meetings will be held either at the Project site or District Headquarters in San Jose, California, but could be elsewhere, at District's direction. Approximately one-half of the meetings are expected to be conducted via telephone conference call. Duration of each meeting is assumed to be 2 hours. These meetings may or may not be attended by the Contractor. "Active construction duration" means the duration that the Contractor is actively working on site.
 - a. Summary of meeting discussions will be provided by e-mail by the Consultant.
 - b. Meetings will be attended by the Consultant's Project Manager or their representative and representatives of other disciplines within the Consultant's firm and Subconsultants as needed up to 4,920 hours.
2. Effort is estimated as follows:
 - a. Active Project construction duration will be fifty-two (52) months. It is assumed that construction site visits will be held during the active construction duration only. Each site visit is assumed to be one day in duration.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- b. Attendance by two (2) persons at up to two (2) weekly site visits to provide engineering inspection and observations. A detailed list of site visits will be prepared at the time of task order award. A total of 9,700 labor hours is estimated.
- c. Agenda will be developed by others; however, meeting minutes or notes will be by Consultant.
- 3. In-person attendance by up to four (4) people at the preconstruction meeting, and up to three (3) people at all other on-site meetings.
- 4. Attendance by up to four (4) persons at the preconstruction meeting.
- 5. Attendance by up to three (3) persons at each 1-day partnering session.
- 6. Attendance by up to three (3) persons at all other meetings.

10.2 – Deliverables (UNCHANGED)

- 1. Written responses to issues raised during meetings attended by the Consultant, including the pre-construction meeting
- 2. Attendance at meetings and/or conference calls as required to respond to and raise issues
- 3. Summary report for each site visit including observations

10.3 Submittal Review (REVISED)

- 10.3.1** Consultant will review Contractor submittals as defined in the construction Contract Documents, when forwarded by the Construction Management Consultant. Consultant will create and maintain a submittal log of all submittals forwarded to the Consultant for review.
- 10.3.2** Consultant will review submittals forwarded by the Construction Management Consultant to check that they are complete and responsive to the contract requirements. Consultant will track through its submittal log the status of submittals and will advise the District and Construction Management Consultant of the same upon request. Submittals will be reviewed for conformance with the design intent and field conditions, as necessary and appropriate.
- 10.3.3** Consultant will review, respond, and return reviewed Contractor submittals and re-submittals to the Construction Management Consultant as soon as possible, and in general no later than seven days from receipt of the Contractor's submittals by the Consultant, unless otherwise specified or agreed between Consultant and District. Consultant will promptly notify the District and the Construction Management Consultant if more time is required to respond to any submittal.
- 10.3.4** Consultant will notify the District and Construction Management Consultant if it has reason to believe that any submittal review comment could necessitate a Change Order.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

Prior to Consultant issuing finalized comments on a Contractor's Submittal that could constitute a change to the requirements of the Contract Documents, Consultant will notify the District and Construction Management Consultant.

10.3 - Assumptions (REVISED)

1. The total number of submittal reviews is assumed to be 700.
2. Submittals of fifty (50) pages or less will be provided as Adobe PDF files. Larger submittals and submittals with 11 by 17 inches or larger drawings will be provided in paper and PDF for Consultant review.
3. All review comments will be provided electronically. Consultant will not need to print copies of submittals for return to the construction Contractor.
4. The District will assign the submittal and re-submittal numbers for tracking purposes and use by the Consultant.
5. Consultant will not need to coordinate, review, or consolidate review comments provided by third parties other than its Subconsultants.
6. In case "pre-submittal," submittal review workshop, or other similar meetings are either specified in the construction Contract Documents or requested by District's Project Manager, this work will be completed under this task until it exceeds the efforts estimated in that task. Additional meetings may be required and will be performed through Task 9 – Supplemental Services During Design and Construction.
7. Shoring designs, dewatering plans, stormwater pollution prevention plans, and similar construction Contractor-prepared submittals will only be checked for compliance with specified design criteria. Consultant review will not be required for professional engineer stamped engineering calculations or drawings provided as part of any submittal. Consultant will not review contractor designs for formwork, temporary supports, or other construction means and methods except to check for conformance with specified requirements.
8. Shoring submittals will be reviewed only to determine if they are consistent with the design drawings and specifications with regards to shoring restrictions.
9. No special software or licensing will be required to be provided by the Consultant to receive or respond to submittals. EADOC or a similar method will be primary means of Project information submission and management. The District will make it available to Consultant personnel at no cost to the Consultant.

10.3 – Deliverables (UNCHANGED)

1. Memoranda in PDF or Microsoft Word presenting Consultant's evaluation of submittals

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

10.4 Requests for Information (RFI) (UNCHANGED)

During construction, the Contractor may submit to District questions on details of the design, the construction contract, substitutions, and alternatives approaches, etc. If the Contractor's inquiry is related to the Consultant's Project design or an issue having the potential to impact the Project design, the District will ask Consultant to respond to the inquiry with written clarifications and return their response back to the District for District to address with its construction Contractor.

If the Consultant has reason to believe that any response to an RFI appears to have the potential to impact the construction schedule or cost, the Consultant will inform the District and the Construction Manager within two working days of identification of the issue. Where appropriate, Consultant will suggest and evaluate potential alternatives to mitigate the impacts.

10.4.1 Consultant will coordinate notification of any changes or potential changes given by the Contractor with the District and then respond on both the condition cited for the request and possible impacts on the Contractor's operations. In this manner, information will be gathered that will allow for a determination of merit on the request and quantification of the Contractor's impacts, if any. Consultant will make a preliminary assessment of the situation to identify whether additional resources or measures will be necessary for the process. All issues that have the potential to impact the time and cost of the Project will be given issue status and be addressed.

10.4.2 Consultant will respond to requests for information received from the District.

10.4.3 Consultant will respond to the District's requests for evaluation of proposed substitutions and "or equal" proposals of equipment, materials or methods, and minor design changes.

10.4.4 Consultant will render written decisions within seven calendar days unless otherwise agreed between Consultant and the District. Consultant will notify District within two working days of identification of the issue if more time is required to respond to any RFI. The District may approve an extension of time and will document approval in writing.

10.4.5 Consultant will evaluate whether its RFI response will result in a change to the requirements of the Contract Documents. If the Consultant's response to an RFI will change the requirements of the Contract Documents, Consultant must:

10.4.5.1 State in writing in Consultants' response to the RFI that the response to the RFI is a change to the requirements of the Contract Documents; and

10.4.5.2 Notify the District that the Consultant's response to the RFI is a change to the requirements of the Contract Documents.

10.4.6 Upon District request, Consultant will assist the District in ascertaining any adjustment in the Contract time or Contract Sum resulting from Contract modifications based on Consultant's response to an RFI.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

Task 10.4 – Assumptions (UNCHANGED)

1. Up to 600 RFIs will be reviewed by Consultant under this task.
2. RFIs related to construction means and methods will be reviewed only to assess compliance with specified requirements. The construction Contractor will be solely responsible for means and methods.
3. The District's Construction Manager will assign RFI numbers for tracking purposes.
4. Consultant will develop and use a standard response form for responding to RFIs. Responses will be emailed to the District's Project Manager and will not be sent in paper form.
5. No special software or licensing will be required to be provided by the Consultant to receive or respond to RFIs. EADOC or similar method will be primary means of Project information submission and management. The District will make it available to Consultant personnel at no cost to the Consultant.

10.4 – Deliverables (UNCHANGED)

1. Memoranda in PDF or Microsoft Word stating Consultant's responses to RFIs
2. Written notification of potential change orders due to RFI responses by Consultant
3. RFI documentation including drawings and specifications, including revised drawings and specifications, as necessary, will be signed and stamped if required
4. Emails and oral responses for input as requested by the District Project Manager with email follow-up documentation for all oral responses

10.5 Construction Change Order Assistance (UNCHANGED)

The purpose of this subtask is for Consultant to provide support to the District with potential change orders, change orders, and related activities. The origination of the change orders may come from the District or the Contractor.

10.5.1 As requested by the District, Consultant will be required on an as-needed basis to design, write, or review change order documentation. Anticipated Consultant services may include: research and respond back to District whether work proposed by its construction Contractor warrants the need for a change order and whether it should be considered as extra work; review of design calculations and intent; review of cost estimates.

10.5.2 If a Change Order is required as the result of the probable error or omission with respect to the services performed, the Consultant must prepare and submit to the District, along with the Change Order documentation, a cost estimate for the value of Change Order Work. Only if determined by the District that the Change Order was not due to an error or omission on the part of the Consultant, Consultant will be compensated for preparation of Change Order.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

10.5 – Assumptions (UNCHANGED)

1. The not-to-exceed fees for this subtask is based upon up to 520 hours of labor associated with construction change orders including reviewing proposed change orders from the construction Contractor or the District.
2. Minor clarifications to the construction Contract Documents will typically not be considered change orders.

10.5 – Deliverables (UNCHANGED)

1. Change order documentation including signed and stamped drawings and specifications, and cost opinions
2. Review comments on District Project Manager's analyses of potential change orders
3. Emails and oral responses for input as requested by the District's Project Manager with email follow-up documentation for all oral responses

10.6 Engineer-of-Record's Project Record Drawings (UNCHANGED)

Record Drawings are necessary to accurately depict changes resulting from field conditions, design changes, Project scope changes, or other causes following adoption of the initial Construction Contract Drawings (or bid set) by the District's Board of Directors and in accordance with the conformed documents prepared by Consultant, if any.

10.6.1 Consultant will prepare and maintain a set of Engineer-of-Record's Project Record Drawings by marking up the full-size (22" x 34") conformed drawings with all changes and clarifications recommended by Consultant and accepted by District's Project Manager during Project construction. Such changes may be the result of information that was approved in RFIs, change orders, or field memoranda written by Consultant, as well as for other reasons. In order to verify that the record drawings are being maintained, Consultant will provide access to the District or its designee upon request.

10.6.2 The final Engineer-of-Record's Project Record Drawings (one set) will be submitted to District Project Manager within 15 working days of the District Project Manager's issuance of a Project completion letter to the Contractor. Consultant will complete work on this subtask as construction progresses to aid completion of the entire drawing set within the time period stipulated.

10.6 - Assumptions

1. Consultant will not be required to produce CAD drawings for the marked-up Engineer-of-Record's Record Drawings.
2. The not-to-exceed fees for this subtask is based upon up to 210 hours of labor for preparation of Engineer-of-Record's Record Drawings.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

3. Marked-up Engineer-of-Record's Record Drawings will only include information generated by the Engineer-of-Record. Information and as-constructed information developed and recorded by the Contractor and Construction Manager will be documented separately by those entities.

10.6 – Deliverables (UNCHANGED)

1. Final Engineer-of-Record's Project Record Drawings that include engineering changes recommended by Consultant and accepted by District Project Manager - one full-size copy and one set of DVDs with Adobe PDF and CADD files of these drawings

10.7 Engineering Support for Dispute Resolution (UNCHANGED)

If requested by the District, Consultant will:

Perform engineering investigations and analyses and provide recommendations to assist the District in the resolution of construction Contractor's claims and disputes or other matters that may arise during construction. All of Consultant's investigations, analyses and recommendations will be summarized and provide in writing by Consultant, upon request by District.

10.7.1 Render written opinion/recommendations within 15 working days for claims, disputes and other matters in question between the District and construction Contractor.

10.7.2 Notify the District Project Manager immediately if more time is required, for reasonable cause, to respond to dispute, claim or other matters. Consultant's request for time extension is subject to District Project Manager's approval as confirmed by email.

10.7.3 Document events and activities accurately to provide a reliable basis for investigation at a later date.

10.7.3.1 Maintain documentation and records on all relevant decisions and facts relating to disputes on an ongoing basis.

10.7.3.2 Maintain said records and make available to District personnel upon request.

10.7.4 Analyze claims for additional compensation submitted by Contractor and prepare responses.

10.7.5 When Contractor files a notice of potential claim or dispute in accordance with the Contract Documents, Consultant will:

10.7.5.1 Compile any formal data, and records which pertain to Consultant's services relating to such claim;

10.7.5.2 Prepare a summary of the dispute, by issue, clearly stating the Consultant's position on each issue;

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

- 10.7.5.3** Prepare a summary sheet with a chronological listing of events and/or items such as letters to Contractor, meetings, etc., and a brief statement of content; and
- 10.7.5.4** Document pertinent conversations with Contractor.
- 10.7.6** Compile additional documents such as:
- a. Drawings, shop drawings and Technical Specifications with the areas in question highlighted or noted by other appropriate means.
 - b. Correspondence between Consultant and Contractor, Consultant and District,
 - c. Any other documentation that supports the position of the Contractor and Consultant.
- 10.7.7** Prepare engineering sketches for PCOs or other purposes.
- 10.7.8** Coordinate work with Consultant's design engineers.
- 10.7.9** Participate in the Project's Dispute Review Board (DRB) process, as specified in the Project Contract Documents, Standard Provisions, Section 3.13, Dispute Review Board, including but not limited to the following activities: reviewing Contractor's dispute submittals and position papers; assisting District in preparing District's dispute submittals and position papers, including rebuttals or responses to Contractor's submittals and position papers and DRB meeting presentations; attending DRB meetings and hearings; and reviewing and commenting on DRB issued recommendations for resolution of disputes, and their potential impact on the Project schedule and budget.
- 10.7.10** Participate in Partnering Workshops as specified in the Project Contract Documents, Standard Provisions Section 5.12 Partnering.
- 10.7.10.1** Consultant's lead staff and project engineer shall participate in an initial two-day partnering workshop and subsequent one-day workshops to be conducted on a quarterly basis, if requested by District, or by Contractor and District agrees.
- 10.7.10.2** Prepare questionnaires and lists of issues and concerns prior to each workshop.

10.7 – Assumptions (UNCHANGED)

1. The estimated level of effort for this subtask includes up to 464 hours of labor.
2. Services by licensed professionals or specialists not already a part of the Consultant's Project team are not included.
3. Approximately 6 partnering sessions will be held following the initial partnering meeting covered under Task 10.1. Project Management Services During Construction.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

10.7 – Deliverables (UNCHANGED)

1. Email written opinions on construction Contractor's claims and disputes
2. Deliverables as described and detailed in Task 10.7 above

10.8 Project-Specific Sub-Tasks (REVISED)

10.8.1 Engineering Geology and Geotechnical Services

If requested, Consultant will perform the following:

1. Inspect, approve excavation grade, approve foundation preparation, and perform geologic mapping for the Downstream Diversion Portal, relocation of the Anderson Force Main, outlet structure foundation, portion of the upstream portal above the level of Anderson Reservoir, excavation of the northern channel; and foundation excavation of the northern and southern weirs.
2. Observe tunnel construction operations and perform geologic mapping of the Diversion Tunnel, Low-Level Outlet Tunnel, High-Level Drop Shaft, and MTBM Operation Chamber.
3. Perform geologic logging of barge core drilling at the upstream portal and any other exploratory drilling deemed necessary during construction.

10.8.1 – Assumptions (REVISED)

1. The geotechnical tunnel engineers will be onsite on a full-time basis (double shift) for 24 months during tunneling operations. Geologic mapping of the tunnel face is assumed to be required once per day of tunnel excavation.
2. The engineering geologist will be onsite for 6 months during the active phase of portal construction.
3. The engineering geologist will be onsite for 2 weeks during barge core drilling at the upstream portal.
4. Engineering geologists or geotechnical engineers will make an estimated additional 200 site visits in support of the tunneling or other geotechnical features of the project.
5. The geotechnical engineer will observe placement and compaction of backfill.
6. Quality assurance observations of pile driving and temporary shoring construction and removal will be provided by the Construction Management consultant.
7. Services under this task do not include surveying or construction materials testing.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

10.8 – Deliverables (UNCHANGED)

1. Field memorandum with the Consultant's observations and/or findings and recommendations.
2. Daily field reports and final letter reports summarizing observations and conclusions.
3. Other deliverables as described and detailed in Task 10.8 above.

Task 11 - Engineering Support During ADTP Construction (Prior Authorization Required) (UNCHANGED)

The District may require, and the Consultant shall perform, the following Engineering Support Services during the ADTP Construction Phase on an as-needed basis. Prior to performing any of these Services, Consultant must obtain written authorization from the District's Dam Safety & Capital Delivery Division Deputy Operating Officer in the form of a Task Order (See Revised Appendix One, Scope of Services, Revised Attachment Three, Task Order Template). A total of 3800 labor hours is estimated for these tasks to be further defined at task order award.

11.1 - Engineering Support Services for Reservoir Rim Landslide Mitigation

Consultant will provide engineering services during construction of the reservoir rim landslide mitigation at District's request. Services are expected to include review of the Contractor's engineering submittals, response to the Contractor's requests for information (RFI), preparation of changes to the construction Contract Documents, if required, maintaining a set of record drawings based upon information available to the Consultant, reviewing construction schedules, and engineering site support including geological inspection and observation during regrading and installation of soil anchors or other landslide mitigations.

11.2 - Engineering Support Services for Strengthening of Existing Sloping Intake Structure

Consultant will provide engineering services during strengthening of the existing sloping intake structure at District's request. Services are expected to include: reviewing of the Contractor's engineering submittals, responding to the Contractor's requests for information (RFI), preparation of changes to the construction Contract Documents, if required, maintaining a set of record drawings based upon information available to the Consultant, reviewing construction schedules, and engineering site support including geological inspection and observation during installation of soil anchors, as well as structural and mechanical engineers to inspect and observe improvements to the existing sloping intake structure.

VI. ADDITIONAL TERMS AND CONDITIONS (REVISED)

A. Consultant as Independent Contractor

1. Consultant will perform all Services as an independent contractor and not an agent or employee of District.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

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, 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.
3. Consultant represents and warrants that it and its contractors who are performing any of the Services as Subconsultants will perform such Services as an independent contractor, and neither Consultant nor Subconsultants nor their employees are the servants, agents or employees of Valley Water. Except as expressly provided in this Agreement, Valley Water exercises no direction, supervision or control over Consultant, its employees, agents, or Subconsultants.

B. Consultant's General Responsibilities

1. **Standard of Care**
 - a. Consultant must possess and maintain during the term of this Agreement all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant and its Subconsultants must perform all Services and prepare all deliverables with those standards in accordance with those standards and practices of care, skill, and diligence that are generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such Services are rendered.
 - b. Consultant and its Subconsultants must perform Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements.
2. Unless the requirements for the Scope of Services described in this Agreement are specifically modified in writing, Consultant must provide its Services and deliverables as required.
3. Consultant shall provide staff designated in Revised Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant are subject to approval at the administrative staff level by the District Representative.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

C. Confidentiality

1. Due to the nature of the Services the Consultant will provide pursuant to this Agreement, there may be disclosures made to 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.
2. 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.
3. In the event Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of Consultant's employees, its subcontractors, and its Subconsultants authorized by the District to have the information.
4. Consultant will notify the District immediately of any request by any third party to have access to confidential information, and will not disclose the requested information without first receiving express written authorization from the District.
5. Notwithstanding the aforementioned Confidentiality requirements, upon the request of Valley Water Project Manager, Consultant, and its Subconsultants, shall execute the Valley Water's most current Non-Disclosure Agreement in effect at that time.
6. The requirements stated herein will survive completion, expiration, suspension, and termination of the Agreement.

D. Project Management

1. The Project Manager for the District is Tu Nguyen, Senior Engineer, District's Dam Safety Program & Project Delivery Unit.
2. The Project Manager for Consultant is as indicated in Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, Revised Attachment One, Consultant's Key Staff and Subconsultants.
3. The District's Project Manager or his designee is the only person authorized to accept Consultant's deliverables on behalf of the District.

E. Task Orders

1. Supplemental Services will be assigned to the Consultant through issuance of Task Orders. After Supplemental Services to be performed

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

under this Agreement are identified and communicated to Consultant by the District Project Manager, the Consultant will prepare a proposed Task Order. The proposed Task Order must identify the following:

- a. Description of the Services, including deliverables.
 - b. The total not-to-exceed amount for Consultant to complete the Services, including estimated number of hours per assigned staff to complete the Services.
 - c. Proposed staff that will be assigned to complete the Services, including resumes if not previously provided to the District Project Manager.
 - d. Estimated cost of each reimbursable expense, including any applicable fees.
 - e. Schedule for completing the Services; and
 - f. Copies of applicable state, federal, and local permits required to complete the Services, unless previously provided to the District Project Manager.
2. 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 the District's Dam Safety & Capital Delivery Division Deputy Operating Officer and the Consultant's Project Manager.
 3. Consultant must not commence performance of services on a Task Order until it has been approved by the District's Dam Safety & Capital Delivery Division Deputy Operating Officer and Notice-to-Proceed has been issued by the District's Project Manager. No payment will be made for any services 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.
 4. Prevailing Wage Requirements: The Scope of Services may be considered by the District to be "Public Works" requiring the payment of prevailing wages. See the Revised Standard Consultant Agreement, Section II Duties of Consultant; Revised Appendix One, Scope of Services, Revised Attachment Three, Task Order Template, Revised Appendix Two, Fees and Payments, Article IV. Terms and Conditions,

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

paragraph M. Prevailing Wages.

5. Task Orders can be amended provided the amendment is approved by the District's Dam Safety & Capital Delivery Division Deputy Operating Officer.

F. Conflict of Interest

1. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
2. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to the District, or use in the performance of Consultant's duties as described in this 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.

3. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not act as a Consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.
4. Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not submit a proposal: (i) for any contract to be awarded for the construction or construction management of any project that is related to the services provided in accordance with this Agreement; (ii) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant.

G. Term and Termination

1. This paragraph G. Term and Termination and the following paragraph H. "Consultant's Compensation Upon Termination or Suspension" replaces paragraph #2. as stated in the Revised Standard Consultant Agreement portion of this Agreement, at Section VI. "Changes in Work."

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

2. Term and Automatic Termination

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.

3. 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 or Task Order.
- b. Termination for Convenience: District may, by written notice to Consultant, terminate all or part of this Agreement or any Task 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 H., Consultant's Compensation Upon Termination or Suspension, referenced below.
- 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

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

receive payment that is allowed by this Agreement for a termination for convenience.

- e. The rights and remedies provided herein to District are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

H. 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 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 the 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 the Project after the date of termination.
 - c. In no event shall the total compensation paid for any item of service exceed the payment specified in the applicable Task Order for that item of service.

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

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

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

2. Consultant's employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to 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 need to correct or change disclosure information.
 3. Consultant's employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, an Annual Statement in a manner prescribed by the District, during the annual filing season as determined by the District;
 4. Consultant's employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, in a manner prescribed by the District, a Leaving Office Statement with the District when one of the following occurs:
 - a. Upon termination of this Agreement; or
 - b. Within 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, Government Code §81000 et. seq. and Government Code §1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from District's Project Manager, Consultant will have 15 calendar days to remove that employee(s), officer(s), agent(s), Subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to the District.
 6. 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 by the District is deemed a material breach and may result in termination of the Agreement for cause.
- J. District Quality and Environmental Management System (QEMS) Fact Sheet. (See Revised Appendix One, Scope of Services, Revised Attachment Seven, District QEMS Procedures and Work Instructions.) As an on-site provider of

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

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), sub-contractor(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.

K. Release of Information Prohibited

Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized District personnel. Consultant will not release any information pertinent to the Project under design or construction for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from the District. 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. Consultant will not communicate with the media regarding any such matter.

L. Formation of Agreement

1. No agreement between the Parties is formed until all applicable action have been completed to the satisfaction of the District. The District Project Manager will not issue a Notice-to-Proceed until all required documents have been submitted and accepted by the District.
2. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:
 - a. Execution of the Agreement by Consultant;
 - b. Submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents;
 - c. Submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable;
 - d. Submission by the Consultant, and acceptance by the District, of evidence of the QEMS Awareness and Training certification (See Revised Appendix One, Scope of Services, Revised Attachment Seven, District QEMS Procedures and Work Instructions);
 - e. Submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements ("NDA") as provided in Revised Appendix One, Scope of Services, Revised Attachment Four, Non-Disclosure Agreement (NDA), if applicable;
 - f. Submission by the Consultant, and acceptance by the District, of a

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

Health and Safety Plan, if applicable;

- g. Any other requirements that are deemed necessary by the District;
and
- h. Execution of the Agreement by the District.

M. Notices

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices are deemed to have been given when made in writing and when delivered or mailed to the representatives of the District and Consultant at their respective addresses as follows:

District:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Attention: Ryan McCarter, Deputy Operating Officer
Dam Safety & Capital Delivery Division
Email: RMcCarter@valleywater.org
Phone: (408) 630-2983

Consultant:

URS Corporation Americas
300 Lakeside Drive, Suite 400
Oakland, CA 94612
Attention: Theodore Feldsher, Vice President
Email: theodore.feldsher@aecom.com
Phone: (510) 874-3245
Claims-related notices shall be copied to:
AMER-DCSProjectClaimNotices@aecom.com

N. Good Neighbor

The District always strives to be a good neighbor to the community adjacent to its facility. Consultant will take steps so that disturbance by its actions to neighbors is minimized. Consultant, its staff, and Subconsultants will always communicate and interact with the members of the public in a polite and professional manner.

O. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed, and enforced in accordance with the laws of the State of California. The Parties also

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

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

P. Nonwaiver of Rights

The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.

Q. No Third-Party Beneficiaries

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

R. Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

S. Debt Limitation

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

T. United States Environmental Protection Agency (EPA) Federal Requirements (NEW)

- A. The Water Infrastructure Finance and Innovation Act (WIFIA) established a federal credit program (WIFIA Program) authorizing EPA to provide direct loans and loan guarantees to eligible borrowers for water infrastructure projects.
- B. A portion of the ADSRP Project costs is expected to be financed by WIFIA pursuant to the United States Environmental Protection Agency WIFIA Master Agreement with Valley Water entered into through its Santa Clara

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

Valley Water District Public Facilities Financing Corporation for the Water Reliability Program (WIFIA Agreement), dated February 14, 2023.

- C. All contracts issued by a WIFIA Program borrower for a project receiving WIFIA loan funds are subject to federal requirements review as part of the WIFIA Program's compliance monitoring responsibilities. Because the WIFIA loan proceeds may be used to pay for ADSRP project management services rendered pursuant to this Agreement, Consultant is required to adhere to certain Federal EPA Contract Provisions listed below and incorporated herein by this reference as of the effective date of this Amendment No. 10. Consultant agrees to adhere to such applicable Federal Contract Provisions.

U. **WIFIA FEDERAL COMPLIANCE REQUIREMENTS**

Projects receiving credit assistance must comply with all federal laws and regulations, including environmental compliance and other compliance requirements. WIFIA borrowers have the prime responsibility for ensuring their staff and contractors comply with all Federal Requirements for a project. Consultant agrees to comply with the following Federal Requirements.

1. DEBARMENT AND SUSPENSION

Consultant certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project. Suspension and debarment information can be assessed at <http://www.sam.gov>. Consultant represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

2. FEDERAL LOBBYING RESTRICTIONS (31 U.S.C. 1352)

Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Consultant shall complete and submit the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Consultant shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

CFR 34.110.

3. CIVIL RIGHTS OBLIGATIONS

Consultant shall comply with the following federal non-discrimination requirements:

- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C. 20000, *et. seq*)
- b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
- c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C. 6101 *et. seq*)
- d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- e. 40 CFR Part 7, as it relates to the foregoing.

4. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective August 13, 2020). The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115- 232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, "covered telecommunications equipment or services" means:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Act does not prohibit:

- a. Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

5. Disadvantaged Business Enterprises (DBE). The Consultant must ensure that the DBE's six good faith efforts are used during the procurement of subcontractors for the Project. DBE is defined at 40 CFR Part 33. The six good faith efforts are found at: <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements#sixgoodfaithefforts>. The Consultant must maintain records documenting that the six good faith efforts were applied during subcontract procurement and must provide to Valley Water copies of such records upon request. As noted in EPA, Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements (November 2022) at page 9, examples of proper documentation include, but are not limited to, email logs, phone logs, electronic searches and communication, handouts at conferences, flyers sent to DBEs or similar records. In addition, if one or more of the good faith efforts cannot be performed, EPA recommends that the circumstances that have precluded the efforts be documented and retained in the Consultant's records to be made available to Valley Water upon request.

V. Attachments

The following Revised Standard Consultant Agreement Attachments are incorporated herein by this reference as though set forth in full:

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES**

Revised Attachment One - Consultant's Key Staff and Subconsultants
(REVISED)
Revised Attachment Two - Dispute Resolution (REVISED)
Revised Attachment Three - Task Order Template (UNCHANGED)
Revised Attachment Four - Non-Disclosure Agreement (NDA) (REVISED)
Revised Attachment Five - District's Standards for GIS Products (UNCHANGED)
REVISED Attachment Six - Reference Documents (UNCHANGED)
Revised Attachment Seven - District QEMS Procedures and Work Instructions
(UNCHANGED)

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**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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

Team Member	Project Role	Contact Information
John Roadifer	Project Manager	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-1732 john.roadifer@aecom.com
Mike Forrest	Lead Geotechnical Engineer and Deputy Project Manager	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3012 michael.forrest@aecom.com
Sathish Murugaiah	Deputy Project Manager	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3069 sathish.murugaiah@aecom.com
Michael Onnen	Deputy Project Manager	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3209 mike.onnen@aecom.com
John Roadifer	Engineering Manager, Dam Engineering, Borrow/Disposal Areas, and Plans and Specifications, and Constructability/Scheduling/Cost Estimating	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-1732 john.roadifer@aecom.com
Erik Newman	Lead Dam Engineer, Plans and Specifications	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3296 erik.newman@aecom.com
Trenton Hughes	Lead Tunnel Engineer	13355 Noel Road, Dallas, TX 75240 214-741-7777 trenton.hughes@aecom.com
Adam Carlton	Lead Structural Engineer, Spillway Design, and Reservoir and System Operations	1111 3 rd Avenue, Suite 1600 Seattle, WA 98101 206-769-8584 adam.carlton@aecom.com
Craig Smith	Outlet Works Design, and Structural Engineering	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3117 Craig.j.smith@aecom.com
David Simpson	Borrow/Disposal Areas, Geologic Mapping and Characterization, and	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-1775 david.simpson@aecom.com

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Team Member	Project Role	Contact Information
	Geologic/Geotechnical Field Investigations, Seismic Hazards/Fault Evaluation	
Steve Leach	Environmental Planning and Coordination/Liaison	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3205 steve.leach@aecom.com
Rajendram Arulnathan	Technical Reviewer	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-1763 rajendram.arulnathan@aecom.com
Ted Feldsher	Principal in Charge and Technical Reviewer	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3245 theodore.feldsher@aecom.com
Greg Reichert	Technical Reviewer	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3090 gregory.reichert@aecom.com

2. If necessary and appropriate, the Consultant shall employ Subconsultants 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 Subconsultants. Upon District's request, Consultant must provide copies of all Subconsultant contract agreements. Any delegation or subcontracting of any services by the Consultant will not operate to relieve the Consultant of its responsibilities under this Agreement.

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

Firm	Project Role
5RMK, Inc.	Review the earthwork production assumptions presented in the Monte Carlo Analysis
ALS Group USA	Baseline air sample testing
Anchor Engineering, Inc.	Constructability/Scheduling and CADD
Asbestos TEM Laboratories, Inc.	NOA Testing
Belshire Environmental Services, Inc.	Non-hazard soil and water removal
Beyaz and Patel, Inc.	Outlet/Pipeline Engineering
Brightview Landscape Services, Inc.	Brush clearing and mowing
Cascade Drilling, L.P.	Drilling from Barge
Colorado State University	ACB test evaluation
Concentric Environmental, LLC	Air Monitoring Support

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Firm	Project Role
Confluence Restoration	Seeding and Container Planting
Cooper Testing Labs, Inc.	Laboratory Services
Cornerstone Environmental Contractors, Inc.	Excavation of Test Pits
Design and Construction Management Services, Inc.	Constructability/Scheduling
dot.dat.inc.	Database and gINT logs
Ed Rossillon	Hydraulics Analysis
EO59, LLC	InSAR Assessment & Monitoring
EROCK Associates, LLC	Blasting Activities & Specifications
Eurofins Calscience, Inc.	Environmental laboratory sample testing
F.W. Associates, Inc.	Electrical Engineering
Fugro USA Land, Inc.	Laboratory Testing on Test Fill
GeoDatabase Solutions	Geotechnical/Subsurface
Geosyntec Consultants, Inc.	Review Work Products
Ground Penetrating Radar Systems, LLC (GPRS)	Underground utilities search using underground scanning GPR
Haley & Aldrich, Inc. (formerly Cal Engineering and Geology, Inc.)	UAV Work and Base Map Development
Henry T. Falvey and Associates, Inc.	Hydraulics Analysis
H.T. Harvey & Associates	Spillway Investigation Biological/ Permitting
Innovative Construction Solutions, Inc.	Excavation of trenches
Inspection Services, Inc.	Laboratory Services
Intermountain GeoEnvironmental Services, Inc.	Laboratory Testing
JWF Consulting, LLC	Constructability Risk
Kinnetic Laboratories, Inc.	Sediment Sampling
Lee C. Gerbig, LLC	Mechanical Engineering
Lettis Consultants International, Inc.	Seismic Hazards/Fault Evaluation
M. Lee Corporation	Cost Estimating
Marina Dee Design	CADD
MarshWagner, Inc.	Review materials related to tunnel
NORCAL Geophysical Consultants, A Terracon Company	Geophysical Surveys
Northwest Hydraulic Consultants, Ltd.	Hydraulic Physical Modeling, Physical Model Testing
Prohaska's Drafting Service	CADD
Robert Y. Chew Geotechnical, Inc.	Geotechnical Field Investigations
Rope Partner	Inspection of Weep Holes in Spillway
SOHA Engineers	Spillway Design Support
Taber Drilling	Geotechnical Exploration
Telamon Engineering Consultants, Inc.	Civil/Roads/Utilities Design and Surveying
Texas A&M Transportation Institute	Erosion Function Apparatus sample testing
V and A Consulting Engineers, Inc.	Corrosion Engineering

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

B. Contact information for the above listed Subconsultants is as follows:

Expertise: Review the earthwork production assumptions			
Firm:	5RMK, Inc.	Contact:	Bruce Larabee
Address:	3685 Mt. Diablo Blvd, Suite 349 Lafayette, CA 94579	Phone:	(208) 805-2923
		Email:	Bruce.larabee@gmail.com

Expertise: Baseline air sample testing			
Firm:	ALS Group USA	Contact:	Letha Carter
Address:	10450 Stancliff Rd., Suite 210 Houston, TX 77099	Phone:	(801) 266-7700
		Email:	letha.carter@alsglobal.com

Expertise: Constructability/Scheduling and CADD			
Firm:	Anchor Engineering, Inc.	Contact:	Christopher Coles
Address:	3685 Mt. Diablo Blvd, Suite 349 Lafayette, CA 94579	Phone:	(925) 385-0950
		Email:	ccoles@anchorcm.com

Expertise: NOA Testing			
Firm:	Asbestos TEM Laboratories, Inc.	Contact:	Rose Yapching
Address:	600 Bancroft Way, Suite A Berkeley, CA 94710	Phone:	(510) 704-8930
		Email:	gho@beyazpatel.com

Expertise: Non-hazard soil and water removal			
Firm:	Belshire Environmental Services, Inc.	Contact:	Jacob Han
Address:	25971 Towne Centre Drive Foothill Ranch, CA 92610	Phone:	(949) 560-5200
		Email:	Jacob.han@belshire.com

Expertise: Outlet/Pipeline Engineering			
Firm:	Beyaz and Patel, Inc.	Contact:	Subhash Patel
Address:	16885 W. Bernardo Dr., Suite 325 San Diego, CA 92127	Phone:	(858) 451-0374
		Email:	spatel@beyazpatel.com

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Expertise: Brush clearing and mowing			
Firm:	Brightview Landscape Services, Inc.	Contact:	Jaziel Mascorro
Address:	450 Phelan Ave. San Jose, CA 95112	Phone:	(408) 489-8488
		Email:	Jaziel.mascorro@brightview.com

Expertise: Drilling from Barge			
Firm:	Cascade Drilling, L.P.	Contact:	Greg Zekoff
Address:	7773 W. Seldon Lane Peoria, AZ 85345	Phone:	(623) 236-1341
		Email:	GZekoff@cascadedrilling.com

Expertise: Testing to evaluate ACB revetment system			
Firm:	Colorado State University	Contact:	Christopher Thornton
Address:	Research Engineering Center Foothills Campus Fort Collins, CO 90523	Phone:	(970) 491-8394
		Email:	Christopher.thornton@colostate.edu

Expertise: Air monitoring support			
Firm:	Concentric Environmental, LLC	Contact:	Kevin Graf
Address:	5422 Shafter Ave #2 Oakland, CA 94618	Phone:	(415) 570-9734
		Email:	kgraf@concentricenv.com

Expertise: Seeding and container planting			
Firm:	Confluence Restoration	Contact:	Ryan Yarbrough
Address:	721 Seaside St Santa Cruz, CA 95060	Phone:	(831) 588-9738
		Email:	ryan@confluencerestoration.com

Expertise: Laboratory Services			
Firm:	Cooper Testing Labs, Inc.	Contact:	Peter Jacke
Address:	937 Commercial Street Palo Alto, CA 94303	Phone:	(650) 213-8436
		Email:	peter@coopertestinglabs.com

AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Expertise: Excavation of Test Pits			
Firm:	Cornerstone Environmental Contractors, Inc.	Contact:	Randy Fowler
Address:	P.O. Box 5127 Concord, CA 94524	Phone:	(925) 478-4102
		Email:	rfowler@cornerstineenv.com

Expertise: Constructability/Scheduling			
Firm:	Design and Construction Management Services, Inc.	Contact	Sherman Honeycutt
Address:	2040 Shady Creek Place Dublin, CA 94526	Phone:	(925) 980-8590
		Email:	Sherman.Honeycutt@Design-CM.com

Expertise: Database and gINT logs			
Firm:	dot.dat.inc.	Contact:	Dotti Nelson
Address:	4 Sweetwater Irvine, CA 92603	Phone:	(949) 854-3522
		Email:	dotdat@cox.net

Expertise: Hydraulics Analysis			
Firm:	Ed Rossillon	Contact:	Ed Rossillon
Address:	6505 W. 31st avenue Wheat Ridge, CO 80214	Phone:	(303) 233-2480
		Email:	Rosie6617@hotmail.com

Expertise: InSAR Assessment & Monitoring			
Firm:	EO59, LLC	Contact:	Alfredo Rocca
Address:	4445 Corporation Lane, Ste 264 Virginia Beach, VA 23462	Phone:	(804) 215-3405
		Email:	alfredo@eo59.com

Expertise: Blasting Activities & Specifications			
Firm:	EROCK Associates, LLC	Contact:	Eric Bennett
Address:	PO Box 1772 Nevada City, CA 95959	Phone:	(510) 219-3614
		Email:	eric@erockllc.com

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Expertise: Environmental laboratory sample testing			
Firm:	Eurofins Calscience, Inc.	Contact:	Vikas Patel
Address:	2841 Dow Ave, Suite 100 Tustin, CA 92780	Phone:	(714) 895-5494
		Email:	vikas.patel@et.eurofinsus.com

Expertise: Electrical Engineering			
Firm:	F.W. Associates, Inc.	Contact:	Munson Fong
Address:	330 Franklin Street, Suite 400 Oakland, CA 94607	Phone:	(510) 763-7475
		Email:	mfong@fwa-inc.com

Expertise: Laboratory Testing on Test Fill			
Firm:	Fugro USA Land, Inc.	Contact:	Jeffrey Locke
Address:	6100 Hillcroft Houston, TX 77081	Phone:	(713) 369-5444
		Email:	jlocke@fugro.com

Expertise: Geotechnical/Subsurface			
Firm:	GeoDatabase Solutions	Contact:	Dave Kyllonen
Address:	5594 Woodview Dr. Richmond, CA 94803	Phone:	(510) 275-4950
		Email:	dkyllonen@geodatabasesolutions.com

Expertise: Review Work Products			
Firm:	Geosyntec Consultants, Inc.	Contact:	Lelio Mejia
Address:	1111 Broadway, 6th Floor Oakland, CA 94607	Phone:	(510) 285-2735
		Email:	Lmejia@geosyntec.com

Expertise: Underground utilities search using underground scanning GPR			
Firm:	Ground Penetrating Radar Systems, LLC (GPRS)	Contact:	Amber Ellis
Address:	1901 Indian Wood Circle (Corporate) Maumee, OH 43537	Phone:	(916) 755-5997
		Email:	californiainfo@gprsinc.com

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Expertise: UAV Work and Base Map Development			
Firm:	Haley & Aldrich, Inc. (formerly Cal Engineering and Geology, Inc.)	Contact:	Kate Krug
Address:	785 Ygnacio Valley Rd. Walnut Creek, CA 94596	Phone:	(925) 433-5017
		Email:	KKrug@haleyaldrich.com

Expertise: Hydraulics Analysis			
Firm:	Henry T. Falvey and Associates, Inc.	Contact:	Henry Falvey
Address:	11624 Blackfoot Road Conifer, CO 80433	Phone:	(303) 838-4920
		Email:	falvey5@q.com

Expertise: Spillway Investigation Biological/ Permitting			
Firm:	H.T. Harvey & Associates	Contact:	Stephen Rottenborn
Address:	983 University Ave., Bldg D Los Gatos, CA 95032	Phone:	(408) 458-3205
		Email:	srottenborn@harveyecology.com

Expertise: Excavation of trenches			
Firm:	Innovation Construction Solutions, Inc.	Contact:	Eric Rager
Address:	2525 Stanwell Dr, Suite 200 Concord, CA 94520	Phone:	(925) 574 2605
		Email:	erager@icsinc.tv

Expertise: Laboratory Services			
Firm:	Inspection Services, Inc.	Contact:	Leslie Sakai
Address:	211 10th Street, Suite 222 Oakland, CA 94607	Phone:	(510) 900-2100
		Email:	leslie@inspectionsservices.net

Expertise: Laboratory Services			
Firm:	Intermountain GeoEnvironmental Services, Inc	Contact:	Dan Seely
Address:	2702 South 1030 West, Suite 10 Salt Lake City, UT 84119	Phone:	(801) 243-1195
		Email:	dans@igesinc.com

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Expertise: Constructability Risk			
Firm:	JWF Consulting, LLC	Contact:	John France
Address:	6553 East Costilla Place, Centennial, CO 80112	Phone:	(303) 809-3117
		Email:	johnwfrance.pe@gmail.com

Expertise: Sediment Sampling			
Firm:	Kinnetic Laboratories, Inc.	Contact:	Ken Kronschnabl
Address:	307 Washington Street Santa Cruz, CA 95060	Phone:	(831) 457-3950
		Email:	kkronschnabl@kinneticlabs.com

Expertise: Mechanical Engineering			
Firm:	Lee C. Gerbig, LLC	Contact:	Lee Gerbig
Address:	5555 Royal Troon Way Avon, IN 46123	Phone:	(317) 745-1787
		Email:	leegerbigllc@gmail.com

Expertise: Seismic Hazards/Fault Evaluation			
Firm:	Lettis Consultants International, Inc.	Contact:	John Baldwin
Address:	1981 N. Broadway, Suite 330 Walnut Creek, CA 94596	Phone:	(925) 482-0360 ext. 202
		Email:	Baldwin@lettisci.com

Expertise: Cost Estimating			
Firm:	M. Lee Corporation	Contact:	Martin Lee
Address:	311 California Street, Suite 610 San Francisco, CA 94104	Phone:	(415) 693-0236
		Email:	mlee@mleecorp.com

Expertise: CADD			
Firm:	Marina Dee Design	Contact:	Marina Dee
Address:	55 New Montgomery St, Suite 203 San Francisco, CA 94105	Phone:	(415) 615-2759
		E-mail:	marina.dee@sbcglobal.net

Expertise: Tunnel Materials Review			
Firm:	Marsh Wagner, Inc.	Contact:	Carlos Jaramilla
Address:	175 S. 3rd St, Suite 200 Columbus, OH 43215	Phone:	(312) 882-8189
		E-mail:	cjaramillo@marshwagner.com

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Expertise: Geophysical Surveys			
Firm:	NORCAL Geophysical Consultants, A Terracon Company	Contact:	Donald Kirker
Address:	321A Blodgett Street Cotati, CA 94931	Phone:	(707) 978-7039
		Email:	dkirker@norcalgeophysical.com

Expertise: Hydraulic Physical Modeling, Physical Model Testing			
Firm:	Northwest Hydraulic Consultants, Ltd.	Contact:	Brian Hughes
Address:	30 Gostick Place North Vancouver, BC, Canada V7M 3G3	Phone:	(604) 980-6011
		Email:	BHughes@nhcweb.com

Expertise: CADD			
Firm:	Prohaska's Drafting Services	Contact:	John Prohaska
Address:	131 Surrey Lane San Rafael, CA 94903	Phone:	(415) 507-9107
		Email:	jprohaska@comcast.net

Expertise: Geotechnical Field Investigations			
Firm:	Robert Y. Chew Geotechnical, Inc.	Contact:	Robert Chew
Address:	55 New Montgomery Street, Suite 222 San Francisco, CA 94105	Phone:	(415) 512-1881
		Email:	Robert.chew@robertchewgeotechnical.com

Expertise: Inspection of Weep Holes in Spillway			
Firm:	Rope Partner	Contact:	Josh Crayton
Address:	125 McPherson Street Santa Cruz, CA 95060	Phone:	(775) 722-3918
		Email:	jcrayton@ropepartner.com

Expertise: Spillway Design Support			
Firm:	SOHA Engineers	Contact:	Stephen Lau
Address:	48 Colin P. Kelly Jr. Street San Francisco, CA 94107	Phone:	(415) 989-9900
		Email:	slau@soha.com

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Expertise: Geotechnical Exploration			
Firm:	Taber Drilling	Contact:	Brian Young
Address:	536 Galveston Street West Sacramento, CA 95691	Phone:	(916) 371-8234
		Email:	byoung@taberdrilling.com

Expertise: Civil/Roads/Utilities Design and Surveying			
Firm:	Telamon Engineering Consultants, Inc.	Contact:	Mennor Chan
Address:	855 Folsom Street, Suite 142 San Francisco, CA 94107	Phone:	(415) 837-1336
		Email:	Mennor.c@telamoninc.com

Expertise: Erosion sample testing			
Firm:	Texas A&M Transportation Institute	Contact:	Cecily Sebesta
Address:	TAMU 3135 College Station, TX 77843	Phone:	(979) 458-8760
		Email:	c-sebesta@tti.tamu.edu

Expertise: Corrosion Engineering			
Firm:	V and A Consulting Engineers, Inc.	Contact:	Jose Villalbos
Address:	155 Grand Avenue, Suite 700 Oakland, CA 94612	Phone:	(510) 903-6600
		Email:	jvillalobos@vaengineering.com

C. Consultant's Key Staff and Subconsultants

1. 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.
2. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District for concurrence.
3. Consultant may utilize Subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.
 - a. Consultant must obtain the District's approval of all Subconsultants. Upon the District's request, Consultant must provide copies of all Subconsultant agreements.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

- b. Consultant must require its delegates or Subconsultants to agree, in writing, to adhere to terms and conditions of this Agreement.
4. Any delegation or use of Subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.
5. 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.
6. 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.
7. 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.
8. Consultants Subconsultants
 - a. The District Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the scope of services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.
 - b. The District's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same scope) or a new Subconsultant is added (to perform new scope), provided the firm complies with all insurance requirements established by the District for such work; such approval will be confirmed in writing.

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**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
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 paid for by District, unless the Parties agree otherwise.

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. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
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.
- 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.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
REVISED ATTACHMENT TWO
DISPUTE RESOLUTION**

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:
 - a. Views expressed, or suggestions made by the other Party with respect to a possible settlement of the dispute;

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
REVISED ATTACHMENT TWO
DISPUTE RESOLUTION**

- 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.

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**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
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.

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**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
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 VI. 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. 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.
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].

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
REVISED ATTACHMENT THREE
TASK ORDER TEMPLATE**

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 IV. Terms and Conditions, paragraph N. 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

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**AMENDMENT NO. 10 TO AGREEMENT A3583A
REVISED APPENDIX ONE
REVISED ATTACHMENT FOUR
NON-DISCLOSURE AGREEMENT (NDA)**

Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) FC 1650
(06-15-23)

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**AMENDMENT NO. 10 TO AGREEMENT A3583A
REVISED APPENDIX ONE
REVISED ATTACHMENT FIVE**

**SANTA CLARA VALLEY WATER DISTRICT
STANDARDS FOR GIS PRODUCTS
APRIL 2021**

Santa Clara Valley Water District Standards for GIS Products April 2021 version:
http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf

[Note: GIS 2021 will be applied to applicable documents going forward.](#)

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**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX ONE
REVISED ATTACHMENT SIX
REFERENCE DOCUMENTS**

The following Reference Documents are provided on a CD.

Ref. No.	Description
1	HDR Engineering, 2013a, Problem Definition Memorandum, dated January 18, 2013.
2	HDR Engineering, 2013b, Conceptual Alternatives Report, dated February 28, 2013.
3	HDR Engineering, 2013c, Feasible Alternatives Matrix, dated April 4, 2013.
4	HDR Engineering, 2013d, Final Draft Staff Recommended Alternative Report, dated April 26, 2013.
5	HDR Engineering, 2013e, Revised Draft Planning Study Report, dated May 23, 2013.
6	AMEC, 2012, Evaluation of Upstream Displacement, dated July 17, 2012.
7	HDR Engineering, 2012a, Interim Risk Reduction Measures, dated August 6, 2012.
8	HDR Engineering, 2012b, Recommendations for Paleoseismic Fault Trenching, dated August 22, 2012.
9	HDR Engineering, 2013g, Surface Fault Rupture Evaluation, Anderson Dam Seismic Retrofit Project, dated March 6, 2013.
10	HDR Engineering, 2013h, Anderson Dam PMF Study Revision, Anderson Dam Seismic Retrofit Project, dated March 11, 2013.
11	HDR Engineering, 2013i, Review of Reservoir Drawdown Criteria, Anderson Dam Seismic Retrofit Project, dated May 2, 2013.
12	HDR Engineering 2013j, Limited Downstream Geotechnical Investigation Report, Anderson Dam Seismic Retrofit Project, dated May 2, 2013
133	HDR Engineering, 2013k, Borrow Area Field Investigation Plan, Anderson Dam Seismic Retrofit Project, dated May 28, 2013.
14	Black and Veatch 2012b, Risk Management Plan, dated October 10, 2012
15	Black and Veatch 2013a, Technical Memorandum – Constructability Review, dated March 21, 2013.

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**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

The following District QEMS Procedures and Work Instructions are provided by Egnyte.

Attachment No.	Document Title
W-730-122 Rev N	Design Phase WBS Descriptions and Instructions
W-730-116 Rev H	Construction Phase WBS Item Descriptions and Instructions

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**AMENDMENT NO. 10 TO AGREEMENT A3676A
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 hourly rates, subject to the Total Fixed Not-to-Exceed (NTE) Fees stated in this Revised Appendix Two, Fees and Payments, 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, Fees and Payments. 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 (REVISED)

Total payment for services performed, as described in Appendix One and Revised Appendix One, Scope of Services, will not exceed a total amount of **\$83,455,670** 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. Consultant guarantees that it will complete the contracted Scope of Services for the Total NTE Amount stated herein.

III. COST BREAKDOWN (REVISED)

The NTE 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, Scope of Services, of this Agreement.

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**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

**COST BREAKDOWN (REVISED)
ORIGINAL AGREEMENT THROUGH AMENDMENT NO. 7**

Task	Description	Not-to-Exceed Fees				
		Original Agreement (8/27/13) ¹	Administrative Reallocations (9/04/14 to 2/09/17) ²	Amendment No. 5 (7/25/17)	Amendment No. 6 (10/23/18)	Amendment No. 7 (06/02/20)
1	Project Management Services	\$877,668	\$997,668	\$591,973	\$199,873	\$1,458,979
2 & 2A	Data Collection and Investigations	\$2,555,092	\$3,176,559	\$747,012	\$1,485,127	\$389,235
3A	Basis of Design (Approved for Design)	\$1,571,579	\$1,571,579	\$405,123	\$170,253	\$208,897
3B	Basis of Design (Prior Approval Required)	\$428,816	\$44,728	\$1,552,146	\$290,465	\$867,720
4	30% Design Document Preparation	\$1,361,525	\$1,361,525	-	-	-
5	60% Design Document Preparation	\$1,408,868	\$1,408,868	\$1,084,022	-	-
6	90% Design Document Preparation	\$787,007	\$787,007	\$403,640	\$1,881,747	\$1,484,071
7	Final Design Document Preparation	\$336,182	\$336,182	\$185,436	\$335,871	\$784,264
8	Bid and Award Services	\$160,564	\$160,564	\$31,813	\$108,129	\$10,738
9	Supplemental Services During Design and Construction	\$1,897,460	\$1,540,081	\$1,000,000	\$1,529,828	\$2,762,380
10	Engineering Support During ADTP Construction	-	-	-	-	-
11	Engineering Support During ADTP Construction (Prior Approval Required)	-	-	-	-	-
Total Agreement Not-to-Exceed Amount		\$11,384,761	\$11,384,761	\$6,001,165	\$6,001,293	\$7,966,284

NOTES:

- Amendment No. 1, No. 2, No. 3, and No. 4 were no-cost amendments.
- By letters from Valley Water to the Consultant dated September 4, 2014; February 5, 2015; August 24, 2015; January 4, 2016; August 8, 2016; November 15, 2016; January 18, 2017; and February 9, 2017, funds were reallocated from Task 3B (\$384,088) and Task 9 (\$357,379.43) to Task 1 (\$120,000) and Task 2 (\$621,467.43).

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AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS
COST BREAKDOWN (REVISED)
AMENDMENT NO. 8 THROUGH AMENDMENT NO. 10

Task	Description	Not-to-Exceed Fees				Revised NTE FEES Total
		Amendment No. 8 (01/05/21)	Administrative Reallocations (01/12/22) ³	Amendment No. 9 (2/14/2023)	Amendment No. 10	
1	Project Management Services	\$199,658	\$199,658	\$1,742,578	\$2,210,297	\$7,401,026
2 & 2A	Data Collection and Investigations	-	-	\$38,919	\$250,930	\$6,087,782
3A	Basis of Design (Approved for Design)	\$107,690	\$107,690	-	\$27,876	\$2,491,418
3B	Basis of Design (Prior Approval Required)	\$5,621,480	\$1,721,480	\$516,096	\$86,800	\$5,079,435
4	30% Design Document Preparation	-	-	-	-	\$1,361,525
5	60% Design Document Preparation	-	-	-	-	\$2,492,890
6	90% Design Document Preparation	\$1,109,094	\$1,109,094	-	-	\$5,665,559
7	Final Design Document Preparation	\$481,180	\$481,180	\$6,580,460	\$3,430,487	\$12,133,880
8	Bid and Award Services	\$61,488	\$61,488	\$869,299	\$358,875	\$1,600,906
9	Supplemental Services During Design and Construction	\$3,465,000	\$7,365,000	\$7,770,522	\$8,131,619	\$30,099,430
10	Engineering Support During ADTP Construction	\$5,031,304	\$5,031,304	\$2,371,532	\$1,000,014	\$8,402,850
11	Engineering Support During ADTP Construction (Prior Approval Required)	\$638,969	\$638,969	-	-	\$638,969
Total Agreement Not-to-Exceed Amount		\$16,715,863	\$16,715,863	\$19,889,406	\$15,496,898	\$83,455,670

NOTES:

3. By letter from Valley Water to the Consultant dated January 12, 2022, funds were reallocated from Task 3B to Task 9 (\$3,900,000).

IV. TERMS AND CONDITIONS (REVISED)

A. Payments for work completed, as defined 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 and Contractors/Vendors Unit Rate Schedule.
2. The stated hourly and unit rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (12) months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly and unit rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly and unit rates ninety (90) calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

percent change for the previous twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.6% for professional, scientific and technical staff, and 1.3% for administrative staff, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Dam Safety & Capital Division Deputy Operating Officer.

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AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS
HOURLY UNIT/RATE SCHEDULE (REVISED)

Firm, Classification	Unit Rate					
	Original Rates	Rates Effective 9/1/2018 Amendment No. 6	Rates Effective 6/2/2020 Amendment No. 7	Rates Effective 1/5/2021 Amendment No. 8	Rates Effective 2/14/2023 Amendment No. 9	Rates Effective Upon Commencement of Amendment No. 10
Consultant: URS						
Principal	\$241	\$271.34	\$278.39	\$285.63	\$299.50	\$315.28
Project Manager	\$241	\$271.34	\$278.39	\$285.63	\$299.50	\$315.28
Senior Manager	\$195	\$219.54	\$225.24	\$231.10	\$242.32	\$255.08
Sr. Project Engineer/Scientist	\$174	\$195.89	\$200.99	\$206.21	\$216.23	\$227.62
Associate Project Engineer	-	\$174.42	\$178.95	\$183.61	\$192.53	\$202.68
Project Engineer/Scientist	\$137	\$154.25	\$158.26	\$162.37	\$170.26	\$179.23
Sr. Engineer/Scientist	\$116	\$130.61	\$134.00	\$137.49	\$144.16	\$151.76
Staff Engineer Scientist	\$98	\$110.33	\$113.20	\$116.14	\$121.78	\$128.20
Sr. GIS CADD/Graphic	\$133	\$149.74	\$153.64	\$157.63	\$165.29	\$174.00
GIS/CAD/Graphic	\$105	\$118.22	\$121.29	\$124.44	\$130.49	\$137.36
Editor	\$120	\$135.10	\$138.61	\$142.22	\$149.12	\$156.98
Senior Contract Administrator	-	-	-	-	\$170.00	\$178.95
Contract Administrator	\$112	\$122.92	\$129.38	\$132.74	\$139.19	\$146.52
Senior Admin. Assistant	-	-	\$108.00	\$109.40	\$112.26	\$115.20
Admin. Assistant/Typist	\$79	\$84.27	\$85.36	\$86.47	\$88.73	\$91.05
Subconsultant: 5RMK, Inc.						
Principal Engineer	-	-	-	-	-	\$350.00
Engineer and Estimator	-	-	\$282.15	\$289.49	\$304	\$320.01
Principal Scheduler	-	-	-	-	-	\$315.00
Estimator/Scheduler	-	-	\$220.59	\$226.33	\$237	\$249.48
Senior Risk Modeling	-	-	-	-	-	\$250.00
Risk Modeling	-	-	\$200.07	\$205.27	\$215	\$226.33
Subconsultant: Anchor Engineering, Inc.						
Project Principal Engineer	\$205	\$219	\$230.80	\$236.80	\$248.30	\$261.38
Senior Engineer	\$172	\$184	\$193.65	\$198.68	\$208.33	\$219.31
Sr. Engineering Technician	\$135	\$144	\$151.99	\$155.94	\$163.51	\$172.12
Staff Engineer 3, CADD/Graphics	\$127	\$136	\$142.98	\$146.70	\$153.83	\$161.93
Engineering Technician, CADD/Graphics	\$102	\$109	\$114.84	\$117.83	\$123.55	\$130.06
Assistant Administrator	\$55	\$58	\$60.13	\$60.91	\$62.50	\$64.13
Subconsultant: Beyaz and Patel, Inc.						
Principal Engineer	\$208	\$222	\$228.24	\$234.18	\$245.55	\$258.48

Amendment No. 10 to Agreement A3676Aj
Anderson Dam Seismic Retrofit Project
Design Services
Ver. 3/6/25

Agreement No. A3976A / CAS File No. 4480

AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Firm, Classification	Unit Rate					
	Original Rates	Rates Effective 9/1/2018 Amendment No. 6	Rates Effective 6/2/2020 Amendment No. 7	Rates Effective 1/5/2021 Amendment No. 8	Rates Effective 2/14/2023 Amendment No. 9	Rates Effective Upon Commencement of Amendment No. 10
Managing Engineer	\$184	\$197	\$201.91	\$207.16	\$217.22	\$228.66
Pipeline Engineer	\$184	\$197	\$201.91	\$207.16	\$217.22	\$228.66
Senior Engineer	\$145	\$155	\$159.11	\$163.25	\$171.18	\$180.20
Engineer	\$117	\$125	\$128.39	\$131.73	\$138.12	\$145.39
CADD Technician	\$109	\$117	\$119.61	\$122.72	\$128.68	\$135.46
Clerical/Word Processing	\$65	\$68	\$68.65	\$69.54	\$71.36	\$73.23
Subconsultant: Concentric Environmental, LLC						
Program Manager	-	-	-	\$150.00	\$157.29	\$165.58
Subconsultant: Design and Construction Management Services, Inc.						
Principal	\$200	\$213	\$219.47	\$225.18	\$236.12	\$248.56
Subconsultant: dot.dat.inc						
Data Processor	\$70	\$77	\$79	\$81	\$85	\$89.48
Subconsultant: EROCK Associates, LLC						
Principal	-	-	-	-	-	\$263.00
Subconsultant: F.W. Associates, Inc.						
Principal	\$196	\$215	\$221.06	\$226.81	\$237.40	\$249.90
Project Engineer	\$151	\$166	\$169.48	\$173.89	\$182.90	\$192.54
Senior Engineer	\$113	\$124	\$127.38	\$130.69	\$136.87	\$144.08
CADD	\$87	\$95	\$97.90	\$100.45	\$105.38	\$110.93
Subconsultant: GeoDatabase Solutions						
Data Processor	\$70	\$77	\$78.95	\$81.00	\$84.93	\$89.41
Subconsultant: Geosyntec Consultants, Inc.						
Principal Engineer	-	\$251.87	\$265.14	\$272.03	\$285.24	\$300.27
Subconsultant: Haley & Aldrich, Inc. (formerly Cal Engineering and Geology, Inc.)						
Drone Pilot	-	\$150	\$153.90	\$157.90	\$165.57	\$174.29
Field Assistant	-	\$90	\$92.34	\$94.74	\$99.34	\$104.57
Principal	-	-	\$230.00	\$235.98	\$247.44	\$260.47
Senior Engineer	-	\$187	\$191.86	\$196.85	\$206.41	\$217.29
Project Engineer	-	\$144	\$147.74	\$151.58	\$158.94	\$167.31
GIS/CADD	-	\$115	\$117.99	\$121.06	\$126.94	\$133.63
Equipment Use Daily	-	\$100	\$102.60	\$105.27	\$110.38	\$116.19
Daily Vehicle Allotment	-	\$85	\$86.11	\$88.35	\$92.64	\$97.52
Administrative	-	-	\$80.00	\$81.04	\$83.16	\$85.34
Subconsultant: H.T. Harvey & Associates						
Principal	-	-	\$251.375	\$257.91	\$270.44	\$284.68
Senior Ecologist	-	-	\$189.81	\$194.75	\$204.21	\$214.97
Senior Wildlife Ecologist	-	-	\$171.24	\$175.69	\$184.22	\$193.92
Plant Ecologist	-	-	\$135.43	\$138.95	\$145.70	\$153.38
GIS Analyst	-	-	\$123.12	\$126.32	\$132.46	\$139.43
Field Biologist 2	-	-	\$116.96	\$120.00	\$125.83	\$132.46
Technical Support	-	-	\$87.12	\$89.39	\$91.73	\$94.13
Subconsultant: JWF Consulting, LLC						
Managing Member	-	-	-	-	-	\$307.80
Subconsultant: Lettis Consultants International, Inc.						
Principal	\$190	\$203	\$208.39	\$213.81	\$224.20	\$236.01
Senior	\$180	\$193	\$197.52	\$202.66	\$212.50	\$223.70
Senior Project	\$140	\$150	\$153.63	\$157.62	\$165.28	\$173.99

AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Firm, Classification	Unit Rate					
	Original Rates	Rates Effective 9/1/2018 Amendment No. 6	Rates Effective 6/2/2020 Amendment No. 7	Rates Effective 1/5/2021 Amendment No. 8	Rates Effective 2/14/2023 Amendment No. 9	Rates Effective Upon Commencement of Amendment No. 10
Project	\$125	\$134	\$137.17	\$140.74	\$147.58	\$155.36
Senior Staff	\$110	\$118	\$120.71	\$123.85	\$129.87	\$136.71
Staff	\$95	\$102	\$104.25	\$106.96	\$112.16	\$118.07
Technical Typing	\$80	\$83	\$84.24	\$85.34	\$87.57	\$89.86
Subconsultant: M. Lee Corporation						
Chief/Lead Estimator	\$194	\$218.42	\$224.10	\$229.93	\$241.10	\$253.80
Project Estimator	-	\$199.76	\$204.96	\$210.29	\$220.50	\$232.11
Senior Estimator	\$142	\$218.42	\$164.03	\$168.29	\$176.46	\$185.76
Estimator	\$127	\$218.42	146.70	\$150.51	\$157.82	\$166.13
Subconsultant: Marina Dee Design						
GIS/CADD/Graphic	-	-	\$116.00	\$119.02	\$124.80	\$131.37
Subconsultant: MarshWagner, Inc.						
Principal	-	-	-	\$295.00	\$309.33	\$325.62
Subconsultant: Prohaska's Drafting Service						
GIS/CADD/Graphic	\$88	\$95	\$120.00	\$123.12	\$129.10	\$135.90
Subconsultant: Robert Y. Chew Geotechnical, Inc.						
Principal Engineer	\$199	\$212.38	\$223.57	\$229.38	\$240.52	\$253.19
Senior Geologist	\$126	\$134.41	\$141.49	\$145.17	\$152.22	\$160.24
Project Engineer	\$110	\$117.99	\$124.21	\$127.44	\$133.63	\$140.66
Staff Engineer	\$70	\$74.90	\$78.85	\$80.90	\$84.83	\$89.30
Subconsultant: SOHA Engineers						
Principal	\$220	\$241	\$247.38	\$253.81	\$266.14	\$280.16
Senior Project Manager	\$180	\$198	\$203.17	\$208.45	\$218.57	\$230.08
Senior Project Engineer	\$135	\$148	\$152.64	\$156.61	\$164.22	\$172.87
Drafter	\$95	\$104	\$107.37	\$110.16	\$115.51	\$121.59
Subconsultant: Telamon Engineering Consultants, Inc.						
Principal	\$218	\$233	\$239.06	\$245.28	\$257.19	\$270.74
Project Manager	\$203	\$218	\$223.67	\$229.49	\$240.64	\$253.32
Engineer II	\$140	\$150	\$153.90	\$157.90	\$165.57	\$174.29
Engineer I	\$125	\$133	\$136.46	\$140.01	\$146.81	\$154.55
CADD Drafter III	\$125	\$133	\$136.46	\$140.01	\$146.81	\$154.55
Subconsultant: V and A Consulting Engineers, Inc.						
Senior Project Manager	\$210	\$225	\$236.85	\$243.01	\$254.81	\$268.24
Project Manager	\$200	\$214	\$224.22	\$230.05	\$241.22	\$253.92
Associate Engineer	\$140	\$150	\$157.90	\$162.01	\$169.88	\$178.83
Project Administrator / Clerical	\$75	\$79	\$80.03	\$81.07	\$83.19	\$85.37
Independent Consultants						
Henry T. Falvey & Associates, Inc.	\$180	\$188	\$192.88	\$197.89	\$207.50	\$218.44
Lee C. Gerbig, LLC	\$100	\$110	\$113.37	\$116.32	\$121.97	\$128.39
Ed Rossillon	\$110	\$118	\$120.71	\$123.85	\$129.87	\$136.71

AMENDMENT NO. 10 TO AGREEMENT A3676A**REVISED APPENDIX TWO****FEES AND PAYMENTS****CONTRACTORS/VENDORS HOURLY/UNIT RATE SCHEDULE**

Description	Unit	Unit Rate			
		Original Rates	Rates Effective 1/5/2021 Amendment No. 8	Rates Effective 2/14/2023 Amendment No. 9	Rates Effective Upon Commencement of Amendment No. 10
ALS Group USA					
PM10 plus metals: Co, Cr, Ni, Zn	Each	-	\$160	\$168	\$177
Asbestos TEM Laboratories, Inc.					
CARB 435 by PLM 400 Point Count	2 Day	-	\$116	\$122	\$128
CARB 435 by PLM 400 Point Count	3 Day	-	\$97	\$102	\$107
CARB 435 by PLM 400 Point Count	5 Day	-	\$79	\$83	\$87
CARB 435 by PLM 400 Point Count	10 Day	-	\$69	\$72	\$76
CARB 435 by PLM 1000 Point Count	2 Day	-	\$158	\$166	\$175
CARB 435 by PLM 1000 Point Count	3 Day	-	\$149	\$156	\$164
CARB 435 by PLM 1000 Point Count	5 Day	-	\$148	\$155	\$163
CARB 435 by PLM 1000 Point Count	10 Day	-	\$136	\$143	\$151
CARB 435 by TEM EPA Quantitative	2 Day	-	\$474	\$497	\$523
CARB 435 by TEM EPA Quantitative	3 Day	-	\$410	\$430	\$453
CARB 435 by TEM EPA Quantitative	5 Day	-	\$368	\$386	\$406
CARB 435 by TEM EPA Quantitative	10 Day	-	\$342	\$359	\$378
Waste Extraction Test (CAM 17)	5 Day	-	\$180	\$189	\$199
Waste Extraction Test (CAM 17)	10 Day	-	\$164	\$172	\$181
Drying/Crushing/Pulverizing/ Sieving Fees	Quart	-	\$22	\$23	\$24
Composite Fee	Sample	-	\$32	\$34	\$36
TEM Prep Fee	Sample	-	\$79	\$83	\$87
Belshire Environmental Services, Inc.					
Transportation & Disposal Non-Hazardous Soil	55 Gallon Drum	-	-	-	\$237.00
Transportation & Disposal Non-Hazardous Water	55 Gallon Drum	-	-	-	\$242.00
Project Management Fee	Lump Sum	-	-	-	\$165.00
Stop Fee (<5 Drums)	Lump Sum	-	-	-	\$125.00
Appointment Required - if 1-hr or 30-min window needed	Lump Sum	-	-	-	\$100.00
BrightView Landscape Services, Inc.					
Brush Clearing and Mowing	Lump Sum	-	-	-	\$100,000 ^A
Notes: ^A Annual not-to-exceed dollar amount					
Cascade Drilling, L.P.					
Mob/Demob – Sonic Drill Rig, Support Equipment, & 3-Man Drill Crew	Lump Sum	-	\$11,799	\$12,372	\$13,024
Mob/Demob – Sectional Barge, Guide Boat, Winches, and Crane	Lump Sum	-	\$34,884	\$36,578	\$38,505
Site preparation cost with crew, skidsteer to move dirt, trim trees, including restoration after completion	Lump Sum	-	\$2,632	\$2,760	\$2,905
Assemble & Disassemble Barge System (expect 2 days total; 1 day to assemble and 1 day to disassemble)	Day	-	\$23,598	\$24,744	\$26,047
Drilling & Barge Operations, including drill, barge, guide boat, shore crane for handling waste, 3-man crew, & guide boat operator (based on 10-hour shifts)	Day	-	\$13,338	\$13,986	\$14,723

AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Description	Unit	Unit Rate			
		Original Rates	Rates Effective 1/5/2021 Amendment No. 8	Rates Effective 2/14/2023 Amendment No. 9	Rates Effective Upon Commencement of Amendment No. 10
Additional per move cost to move between locations after first anchor set	Each	-	\$6,156	\$6,455	\$6,795
Overtime Drill Rig/Crew, & Guide Boat Operator	Hour	-	\$975	\$1,022	\$1,076
3-Man Drill Crew & Guide Boat Operator Per Diem	Day	-	\$872	\$914	\$962
Grout/Gravel Backfill Materials	Per Foot	-	\$8	\$8	\$15
Containment, Transport, and Disposal of Excess Drill Cuttings	Lump Sum	-	\$2,526	\$2,649	\$2,789
55 gallon steel DOT 17H reconditioned drums	Each	-	\$67	\$70	\$105
Sanitary Services with Handwash	Each	-	\$308	\$323	\$750
Wood Core (sonic) Boxes to hold 5' of core	Each	-	\$30	\$31	\$150
Wood Core (HQ) Boxes to hold 10' of core	Each	-	\$27	\$28	\$150
Bobcat or Forklift (add 1day for pickup & 1 day for drop-off)	Day	-	\$282	\$296	\$395
Mobilization & Demobilization including project preparation of full-sized truck mounted sonic drill, support equipment and three-man drill crew	Lump Sum	-	\$4,925	\$5,164	\$5,436
Grout backfill materials/pea gravel	Per Foot	-	\$9	\$9	\$9
Daily rate for truck-mounted full sized sonic drill and three-man crew. Assumes 10-hour workdays on a Monday-Friday basis.	Day	-	\$6,566	\$6,885	\$8,250
Weekend surcharge (Saturday or Sunday work if requested)	Day	-	\$1,231	\$1,291	\$1,500
Overtime beyond 10 hours on site	Hour	-	\$975	\$1,022	\$1,100
Night security based on 12 hours per night	Hour	-	\$33	\$35	\$60
Water Truck	Week				2500
Flush Mount Well Box	Each				750
Drill crew per diem	Day	-	\$539	\$565	\$750
Confluence Restoration					
Vole Exclusion Cages	Each	-	\$128	\$134	\$141
Irrigation Expansion-2 valves per plot plus controller, plumbing from New Tank	Lump sum (7-month period)	-	\$9,747	\$10,220	\$10,758
Weed control within 660 Basins	24 hrs/month	-	\$2,115	\$2,218	\$2,335
Weed Control within plots	50 hrs/month	-	\$4,590	\$4,813	\$5,067
Routine irrigation maintenance and inspections	32 hrs/month	-	\$2,938	\$3,081	\$3,243
Plot Expansion Fencing 1450LF + 12' Vehicle Gate	Lump sum (7-month period)	-	\$46,873	\$49,150	\$51,739
Vole Cage Removal	Each	-	\$10	\$10	\$11
Contingency for unforeseen maintenance	Lump sum (7-month period)	-	\$15,390	\$16,138	\$16,988
Cooper Testing Labs, Inc.					
Atterberg (Dry Prep Method)	Each	\$160	\$175	\$184	\$194
Moist & Density (2.0 to 2.5" diameter)	Each	\$21	\$25	\$26	\$27

Amendment No. 10 to Agreement A3676A
Anderson Dam Seismic Retrofit Project
Design Services
Ver. 3/6/25

Agreement No. A3976A / CAS File No. 4480

AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Description	Unit	Unit Rate			
		Original Rates	Rates Effective 1/5/2021 Amendment No. 8	Rates Effective 2/14/2023 Amendment No. 9	Rates Effective Upon Commencement of Amendment No. 10
Moist & Density (3.0" diameter)	Each	\$32	\$37	\$39	\$41
Moist & Density (4.0" diameter)	Each	\$85	\$96	\$101	\$106
Sieve Analysis with #200 Wash	Each	\$105	\$118	\$124	\$131
Bulk Sieve (if gravelly or >5Kg)	Each	\$170	\$190	\$199	\$209
Sieve & Hydrometer	Each	\$175	\$197	\$207	\$218
#200 Sieve Wash (ASTM D 1140)	Each	\$75	\$85	\$89	\$94
Specific Gravity (ASTM D854) - #4 Sieve	Each	\$85	\$96	\$101	\$106
Specific Gravity (ASTM C127) + #4 Sieve	Each	\$150	\$169	\$177	\$186
Specific Gravity (ASTM C128) - #4 Sieve	Each	\$105	\$119	\$125	\$132
Standard Proctor (ASTM D698) 4" mold	Each	\$250	\$281	\$295	\$311
Standard Proctor (ASTM D698) 6" mold	Each	\$300	\$336	\$352	\$371
Modified Proctor (ASTM D1557) 4" mold (w/assumed gs for rock corr.)	Each	\$250	\$281	\$295	\$311
Compaction Modified Proctor 6" (w/assumed gs for rock corr.)	Each	\$300	\$336	\$352	\$371
For Measured Gs for Rock Correction	Each	\$150	\$169	\$177	\$186
Max Index Density (ASTM D4253) 0.1 cubic ft. mold	Each	\$230	\$260	\$273	\$287
Max Index Density (ASTM D4253) 0.5 cubic ft. mold	Each	\$350	\$391	\$410	\$432
Minimum Density (ASTM D4254) 0.1 cubic ft. mold	Each	\$115	\$128	\$134	\$141
Minimum Density (ASTM D4254) 0.5 cubic ft. mold	Each	\$230	\$260	\$273	\$287
UU Triaxial (Back Press. Saturated)	Each	\$225	\$253	\$265	\$279
CU Triaxial	Each	\$460	\$508	\$533	\$561
Pinhole testing (ASTM D4647)	Each	-	\$457	\$479	\$504
4.0" diameter LS Triax testing w/remolding	Point	\$520	\$580	\$608	\$640
6.0" diameter LS Triax testing w/remolding	Point	\$1,095	\$1,221	\$1,280	\$1,347
High Confining Pressure Surcharge	Point	\$75	\$54	\$57	\$60
Direct Shear	Each	\$200	\$226	\$237	\$249
Falling-head Perm.	Each	\$305	\$344	\$361	\$380
Consolidation	Each	\$360	\$406	\$426	\$448
Corrosivity (Caltrans Package)	Each	\$235	\$260	\$273	\$287
Unconfined Compression - Rock (with test photos)	Each	\$255	\$287	\$301	\$317
Point Load	Per Sample	\$75	\$84	\$88	\$93
Slack Durability	Each	\$185	\$208	\$218	\$229
Brazilian Splitting	Each	\$105	\$118	\$124	\$131
Principal Consulting	Per Hour	\$160	\$177	\$186	\$196
Cornerstone Environmental Contractors, Inc.					
Project Director	Hour	-	\$117	\$123	\$129
Project Manager	Hour	-	\$116	\$122	\$128
Foreman/Operator	Hour	-	\$116	\$122	\$128
Equipment Operator	Hour	-	\$112	\$117	\$123
Water Truck Driver	Hour	-	\$94	\$99	\$104
Technician	Hour	-	\$90	\$94	\$99

Amendment No. 10 to Agreement A3676A
Anderson Dam Seismic Retrofit Project
Design Services
Ver. 3/6/25

Agreement No. A3976A / CAS File No. 4480

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Description	Unit	Unit Rate			
		Original Rates	Rates Effective 1/5/2021 Amendment No. 8	Rates Effective 2/14/2023 Amendment No. 9	Rates Effective Upon Commencement of Amendment No. 10
JSA Preparation	Daily	-	\$205	\$215	\$226
Pickup Truck (light)	Daily	-	\$126	\$132	\$139
Pickup Truck (7K to 12K lbs.)	Daily	-	\$277	\$290	\$305
Cat 320 Excavator	Daily	-	\$1,084	\$1,137	\$1,197
John Deere 135 Excavator	Daily	-	\$695	\$729	\$767
Cat 730 Articulated Dump Truck	Daily	-	\$1,558	\$1,634	\$1,720
Cat D9T Bulldozer	Daily	-	\$2,963	\$3,107	\$3,271
Cat 825 Soil Compactor - High Speed	Daily	-	\$2,184	\$2,290	\$2,411
Water truck - 2,000 gal.	Daily	-	\$362	\$380	\$400
Gradall (5,000 lbs)	Daily	-	\$452	\$474	\$499
Truck to Relocate Containers (per event)	Daily	-	\$363	\$381	\$401
Misc. (small tools, expendables, etc.)	Daily	-	\$126	\$132	\$139
544 Loader	Daily	-	\$878	\$921	\$970
Skidsteer S570	Daily	-	\$336	\$352	\$371
Sweeper Attachment for Skidsteer S570	Daily	-	\$152	\$159	\$167
Delivery/Pickup for 544 Loader	Daily	-	\$267	\$280	\$295
Delivery/Pickup Skidsteer & Sweeper Attachment	Daily	-	\$267	\$280	\$295
HAMM H16i Vibratory Smooth Drum Roller	Monthly	-	\$0	\$0	\$0
Heavy Equipment	Each Piece	-	\$267	\$280	\$295
Mob/Demob Water Truck	Each Piece	-	\$126	\$132	\$139
Mob/Demob Personnel	Each Piece	-	\$17,895	\$18,764	\$19,752
Mob/Demob HAMM H16i	Each Piece	-	\$267	\$280	\$295
Mob/demob JD 135 Excavator	Each Piece	-	\$267	\$280	\$295
Mob/Demob Gradall	Each Piece	-	\$267	\$280	\$295
763 Bobcat Track Loader	Daily	-	\$637	\$668	\$703
Case 580 Backhoe	Daily	-	\$431	\$452	\$476
JD 303E Mini Excavator	Daily	-	\$365	\$383	\$403
Laser Level	Daily	-	\$67	\$70	\$74
EO59, LLC					
InSAR Data	Lump Sum	-	-	-	\$100,000 ^B
Notes: ^B Annual not-to-exceed dollar amount					
Eurofins Calscience, Inc.					
Soils					
VOCs: Routine List + Oxygenates	Each	-	-	-	\$68.00
TPH-g (C4-C12)	Each	-	-	-	\$37.00
TPD-d/mo (C13-C22 / C23-C40)	Each	-	-	-	\$51.00
CAM-17 ICP Metals	Each	-	-	-	\$84.00
Mercury	Each	-	-	-	\$21.00
PCB Aroclors: Routine List	Each	-	-	-	\$62.00
Organochlorine Pesticides: Routine List	Each	-	-	-	\$89.00
Percent Moisture	Each	-	-	-	\$15.00
STLC/TCLP					
STLC 3 Metals	Each	-	-	-	\$33.00
California-Waste Extraction Text with Citrate Leach	Each	-	-	-	\$32.00
TCLP 3 Metals	Each	-	-	-	\$33.00
TCLP Extraction	Each	-	-	-	\$32.00
Equipment Blanks					

AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Description	Unit	Unit Rate			
		Original Rates	Rates Effective 1/5/2021 Amendment No. 8	Rates Effective 2/14/2023 Amendment No. 9	Rates Effective Upon Commencement of Amendment No. 10
VOCs: Routine List + Oxygenates	Each	-	-	-	\$68.00
TPH-g (C4-C12)	Each	-	-	-	\$37.00
TPD-d/mo (C13-C22 / C23-C40)	Each	-	-	-	\$51.00
CAM-17 ICP Metals	Each	-	-	-	\$84.00
Mercury	Each	-	-	-	\$21.00
PCB Aroclors: Routine List	Each	-	-	-	\$62.00
Organochlorine Pesticides: Routine List	Each	-	-	-	\$89.00
Trip Blanks					
VOCs: Routine List + Oxygenates	Each	-	-	-	\$68.00
Other Charges					
Safe and Environmentally Response Waste Management (per sample)	Each	-	-	-	\$3.00
EDF: Geotracker / COELT	Each	-	-	-	\$20.00
Level III Data Package (2.0% of analytical cost)	Lump Sum	-	-	-	\$2,000.00 ^C
DI Water - 1 Liter	Each	-	-	-	\$20.00
5035 TerraCore Sampling Kits (5 vials/kit)	Each	-	-	-	\$25.00
5035 TerraCore Sampling Kits (3 vials/kit)	Each	-	-	-	\$15.00
Notes: ^C Job not-to-exceed dollar amount					
Fugro USA Land, Inc.					
TEST FILL TASK					
Modified Proctor	Each	-	\$226	\$237	\$249
Atterberg Limits	Each	-	\$81	\$85	\$89
Sieve Analysis	Each	-	\$64	\$67	\$71
Hydrometer	Each	-	\$95	\$100	\$105
Specific Gravity	Each	-	\$82	\$86	\$91
Consolidated Undrained Triaxial (6" Dia)	Each	-	\$1,077	\$1,129	\$1,188
Additional Stages	Each	-	\$513	\$538	\$566
Cyclic Triaxial (6" Dia)	Each	-	\$2,206	\$2,313	\$2,435
Additional Stages	Each	-	\$513	\$538	\$566
DSS	Each	-	\$800	\$839	\$883
Cyclic DSS	Each	-	\$1,524	\$1,598	\$1,682
Additional Stages	Each	-	\$205	\$215	\$226
Post Cyclic	Each	-	\$298	\$312	\$328
Ground Penetrating Radar Systems, LLC (GPRS)					
Field Services, Job Summary Report, GPS Map, Sitemap Personal License	Daily	-	-	-	\$2,450.00
CAD Drawing	Job	-	-	-	\$2,000.00 ^D
Notes: ^D Job not-to-exceed dollar amount					
Innovative Construction Solutions, Inc.					
Project Manager	Hour	-	-	-	\$115 \$165 ^E \$207 ^F
Superintendent	Hour	-	-	-	\$90 \$130 ^E \$160 ^F
Health & Safety Officer	Hour	-	-	-	\$85 \$120 ^E \$155 ^F

AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Description	Unit	Unit Rate			
		Original Rates	Rates Effective 1/5/2021 Amendment No. 8	Rates Effective 2/14/2023 Amendment No. 9	Rates Effective Upon Commencement of Amendment No. 10
Cost/Procurement Personnel	Hour	-	-	-	\$75 \$115 ^E \$135 ^F
Foreman	Hour	-	-	-	\$80 \$114 ^E \$145 ^F
Operator	Hour	-	-	-	\$75 \$115 ^E \$135 ^F
Laborer/Technician	Hour	-	-	-	\$55 \$80 ^E \$100 ^F
Mini Excavator (10,000-12,000 lb.)	Per Day	-	-	-	\$1,250
¾ Ton Pick Up Truck w/ Tool Stock	Per Day	-	-	-	\$125
5 Ton Equipment Trailer	Per Day	-	-	-	\$200
500 Gallon Water Trailer	Per Day	-	-	-	\$390
Compaction Wheel	Per Day	-	-	-	\$230
Mob/Demoob Mini Excavator (10,000-12,000 lb.)	Lump Sum	-	-	-	\$1,250
Mob/Demob - 500 Gallon Water Trailer	Lump Sum	-	-	-	\$950
Notes: ^E Overtime, ^F Double Time					
Inspection Services, Inc.					
Atterberg	Each	\$162	\$182.12	\$191	\$201
Moist & Density	Each	\$36	\$41.05	\$43	\$45
Sieve	Each	\$103.5	\$116.85	\$123	\$129
Compaction Modified Proctor 6-in.	Each	\$256.5	\$288.43	\$302	\$318
UU Triaxial	Each	\$162	\$182.12	\$191	\$201
CU Triaxial	Each	\$477	\$536.86	\$563	\$593
Direct Shear	Each	\$189	\$212.64	\$223	\$235
Consolidation	Each	\$315	\$354.75	\$372	\$392
Field Inspector + expenses	Hour	-	\$105.27	\$110	\$116
Travel Time	Hour	-	\$78.95	\$83	\$87
Final Affidavit – Minimum Charge	Each	-	\$273.70	\$287	\$302
Courier/Transportation	Each	-	\$78.95	\$83	\$87
Gradation small/large scale	Each	-	\$168.43	\$177	\$186
Bulk Specific Gravity and Adsorption	Each	-	\$89.48	\$94	\$99
Permeability	Each	-	\$384.23	\$403	\$424
Project Manager	Hour	-	\$153.90	\$161	\$169
Field Inspector Overtime	Hour	-	\$157.90	\$166	\$175
Specific Gravity Fine	Each	-	\$123.12	\$129	\$136
Maximum Density Curves-6"	Each	-	\$323.19	\$339	\$357
Oversize Correction	Each	-	\$71.82	\$75	\$79
Intermountain GeoEnvironmental Services, Inc.					
Triaxial, Cyclic, per specimen	Each	-	-	\$1,283	\$1,351
Undrained Triaxial (CIU), saturated, per point, post-cyclic	Each	-	-	\$330	\$347
Undrained Triaxial (CIU), saturated, per point	Each	-	-	\$330	\$347
Particle size distribution, requires split, up to 1 bucket	Each	-	-	\$139	\$146

AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Description	Unit	Unit Rate			
		Original Rates	Rates Effective 1/5/2021 Amendment No. 8	Rates Effective 2/14/2023 Amendment No. 9	Rates Effective Upon Commencement of Amendment No. 10
Hydrometer analysis (does not include Gs), add-on to PSD	Each	-	-	\$91	\$96
DWR S-10 (Modified D1557) Compaction test	Each	-	-	\$211	\$222
Atterberg limits; 2 pt. plastic limit, 3 pt. liquid limit, wet preparation	Each	-	-	\$145	\$153
Specific gravity, minus No. 4 material	Each	-	-	\$67	\$71
Recompaction/remolding, per specimen	Each	-	-	\$46	\$48
Project and data management per hour	Each	-	-	\$118	\$124
Sample extrusion, blending, etc.	Each	-	-	\$108	\$114
Waiver of Subrogation	Each	-	-	\$257	\$271
Non-standard test reporting requirements	Each	-	-	\$154	\$162
Contracting	Each	-	-	\$154	\$162
Kinnetic Laboratories, Inc.					
Reservoir Sediment Sampling	Lump Sum	\$16,000	\$17,281	\$18,120	\$19,074
Mercury Testing	Each	\$42	\$58	\$61	\$64
Mobilization/demobilization	Lump Sum	-	\$5,941	\$6,230	\$6,558
Sediment Core Collection	Lump Sum	-	\$7,020	\$7,361	\$7,749
Asbestos Testing	Each	-	\$124	\$130	\$137
Samples Delivered to Lab	Lump Sum	-	\$540	\$566	\$596
NORCAL Geophysical Consultants, A Terracon Company					
Mobilization	Per Hour	\$160	\$180	\$189	\$199
Geophysical Logging	Per Hour	\$205	\$247	\$259	\$273
Standby	Per Hour	\$160	\$180	\$189	\$199
Per Diem	Per Day	\$175	\$197	\$207	\$218
Log Preparation	Each	\$160	\$180	\$189	\$199
Mobilization, Borehole logging	Per Hour	-	\$180	\$189	\$199
Mobilization, surface geophysical surveys	Per Hour	-	\$247	\$259	\$273
Field Borehole geophysical logging	Per Hour	-	\$231	\$242	\$255
Down Hole Televiwer Probe	Per Day	-	\$1,350	\$1,416	\$1,491
Down Hole Sonic Probe	Per Day	-	\$844	\$885	\$932
Data processing Televiwer Log	Per Hole	-	\$563	\$590	\$621
Data processing Sonic Log	Per Hole	-	\$281	\$295	\$311
Field Surface Surveys, Associate Geophysicist	Per Hour	-	\$158	\$166	\$175
Field Surface Surveys, Geophysical Technician	Per Hour	-	\$90	\$94	\$99
Seismic System, 24-Channel	Per Day	-	\$450	\$472	\$497
Electrical Resistivity STING System	Per Day	-	\$591	\$620	\$653
Surface Methods Data Processing and Report Prep	Per Hour	-	\$158	\$166	\$175
Standby; Geophysical Logging	Per Hour	-	\$180	\$189	\$199
Per Diem	Per Day	-	\$197	\$207	\$218
Field Vehicle	Per Day	-	\$103	\$108	\$114
Caliper	Per Day	-	\$394	\$413	\$435
Down Hole P&S Wave	Per Day	-	\$1,350	\$1,416	\$1,491
P&S Wave Suspension Logger	Per Day	-	\$1,350	\$1,416	\$1,491
Image Log Analysis/presentation	Per Foot	-	\$4	\$4	\$4
Graphic Services	Per Hour	-	\$90	\$94	\$99
Clerical Services	Per Hour	-	\$77	\$81	\$84

Amendment No. 10 to Agreement A3676A

Agreement No. A3976A / CAS File No. 4480

Anderson Dam Seismic Retrofit Project

Design Services

Page 118 of 131

Ver. 3/6/25

AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Description	Unit	Unit Rate			
		Original Rates	Rates Effective 1/5/2021 Amendment No. 8	Rates Effective 2/14/2023 Amendment No. 9	Rates Effective Upon Commencement of Amendment No. 10
All-Terrain Vehicle (ATV)	Per Day	-	\$90	\$94	\$99
Northwest Hydraulic Consultants, Ltd.					
Spillway Physical Model Study	Lump Sum	\$215,000	\$220,590	\$231,304	\$243,488
Rope Partner					
Rope Work	Each	-	\$185	\$194	\$204
Mobilization One-Way	Each	-	\$1,283	\$1,345	\$1,416
Rigging	Each	-	\$359	\$376	\$396
Taber Drilling					
Mob/Demob – Land Drill Rig	Lump Sum, Per Rig	\$2,700	\$3,069.73	\$3,219	\$3,389
Mob/Demob – Barge and Drill Rig	Lump Sum, Per Rig	\$11,750	\$13,359.02	\$14,008	\$14,746
Mob/Demob – Sonic Rig	Lump Sum, Per Rig	\$4,600	\$5,229.91	\$5,484	\$5,773
Soil Drilling and Sampling – Truck Rig	Per Foot	\$77	\$87.54	\$92	\$97
Soil Drilling and Sampling – Track Rig	Per Foot	\$87	\$98.91	\$104	\$109
Soil Drilling and Sampling – Barge	Per Foot	\$129	\$146.67	\$154	\$162
Rock Core Drilling – Truck Rig	Per Foot	\$88	\$100.05	\$105	\$111
Rock Core Drilling – Track Rig	Per Foot	\$98	\$111.41	\$117	\$123
Rock Core Drilling – Barge	Per Foot	\$140	\$159.17	\$167	\$176
Sonic Drill	Per Foot	\$111	\$126.21	\$132	\$139
Packer Testing	Each	\$740	\$841.33	\$882	\$928
Core Boxes	Each	\$50	\$67.08	\$70	\$74
Undisturbed Soil Sampling	Each	\$35	\$39.79	\$42	\$44
Assist Geophysical Logging	Per Boring	\$1,180	\$1,341.59	\$1,407	\$1,481
Grout Backfill of Borings	Per Foot	\$5	\$5.68	\$6	\$6
Install Christie Boxes	Each	\$75	\$85.27	\$89	\$94
Install Open Standpipe PVC Piezometer	Per Foot	\$6	\$6.82	\$7	\$7
Hammer Calibration	Each	\$3,000	\$3,410.81	\$3,576	\$3,764
Cutting Disposal	Per Foot	\$7	\$7.96	\$8	\$8
Small Bulldozer Mob/Demob	Lump Sum	\$850	\$966.40	\$1,013	\$1,066
Small Bulldozer	Per Day	\$2,400	\$2,728.65	\$2,861	\$3,012
Backhoe Mob/Demob	Lump Sum	\$750	\$852.70	\$894	\$941
Backhoe (Case 580E or similar)	Per Day	\$1,250	\$1,421.17	\$1,490	\$1,568
Excavator (Cat 225 or similar)	Per Day	-	\$1,250.63	\$1,311	\$1,380
Conex Storage Container Mob/Demob	Lump Sum Per Box	-	\$2,376.10	\$2,492	\$2,623
Conex Storage Container Mob/Demob	Lump Sum Per Box	\$510	\$579.83	\$608	\$640
Conex Storage Container (8' X 20')	Per Month/Box	\$110	\$125.07	\$131	\$138
Standby	Per Hour	\$295	\$335.39	\$352	\$371
Asbestos Analysis	Each	\$462	\$525.26	\$551	\$580
Metal Analysis (As, Ni, Cr, Cu, Co)	Each	\$68	\$77.31	\$81	\$85
Texas A&M Transportation Institute					
EFA tests	Each	-	-	\$1,500	\$1,500

- 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

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

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.
- F. Not-to-exceed fees and services to be performed under Supplemental Services will commence only after written approval from the District Dam Safety & Capital Delivery Division Deputy Operating Officer.
- G. Reimbursable Expenses
 - 1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by the District Project Manager will be billed on a monthly basis at actual cost plus 5% linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. The 5% markup will be applied only once, either by Consultant or by its Subconsultants, subcontractors, or vendors.
 - 2. Equipment purchased on behalf of the District that costs \$50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.
 - 3. Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval 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, public transportation, or a rental car, which may include insurance, gas, fees, 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.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

4. Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost. The 5% markup will be applied only once, either by the Consultant or by its Subconsultants, subcontractors, or vendors.
 5. 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) and, if directed or authorized by the District, to meeting locations such as community outreach meetings, partnering meetings, Dispute Review Board meetings, and meetings with regulatory agencies, if directed or authorized by the District.
- H. Consultant's monthly invoices will be prepared in accordance with the terms of this Revised Appendix Two, Fees and Payments, and the Revised 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, Scope of Services, 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, Fees and Payments.
- I. Before submitting monthly invoices, the Monthly Progress Report and draft invoice (in Adobe PDF format) will be provided in electronic format by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will email the complete signed and dated electronic copy invoice, including all supporting documentation.
- District's preliminary review of the draft invoice does not represent final approval of the electronic copy invoice, but is intended to reduce potential for re-submittals of electronic copy 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.

**AMENDMENT NO. 10 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

- 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. The District may in good faith assert a bonafide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant under this Agreement is subject to a bonafide dispute between the Parties, within 30 calendar days of Consultant's delivery of the invoice on which a disputed amount appears, Valley Water will notify Consultant in writing of the specific items in dispute, and will describe the District's reason(s) for disputing each such item. Consultant and the District Project Manager must act in good faith to resolve this dispute in a timely manner. If the dispute is not resolved by Consultant and the District Project Manager within 30 calendar days of Consultant receiving the District's written notice of dispute, Consultant and the District will attempt to resolve the Dispute pursuant to the Revised Standard Consultant Agreement, Revised Appendix Two, Dispute Resolution.

- M. 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. 10 TO AGREEMENT A3676A
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.

- N. 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.
- O. Consultant's attention is directed to the Revised Standard Consultant Agreement, Section IV Fees and Payment and the corresponding retention clause.
- P. 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 20 percent or more of the Total Not to Exceed Amount stated in this Revised Appendix Two, Fees and Payments, 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.

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**AMENDMENT NO. 10 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

1. This Agreement commences on the date specified in the introductory paragraph of the Revised Standard Consultant Agreement portion of this Agreement. This term of this Agreement expires on **December 31, 2027**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by the Parties.
2. Consultant will commence Tasks listed in Appendix One and Revised Appendix One, Scope of Services, 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 Revised Standard Consultant Agreement, Section VII. Delays and Extensions.
5. Project Delays - 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.

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**AMENDMENT NO. 10 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

PROJECT SCHEDULE (REVISED)

Task	Description	Duration from NTP
1	Project Management Services	Duration of Agreement
2 and 2A	Data Collection and Investigations	160 months
3A	Basis of Design (Approved for Design)	160 months
3B	Basis of Design (Prior Approval Required)	160 months
4	30 Percent Design Document Preparation	52 months
5	60 Percent Design Document Preparation	84 months
6	90 Percent Design Document Preparation	108 months
7	Final Design Document Preparation	168 months
8	Bid and Award Services	170 months
9	Supplemental Services during Design and Construction	Duration of Agreement
10	Engineering Support During ADTP Construction	148 months
11	Engineering Support During ADTP Construction (Prior Approval Required)	148 months

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**AMENDMENT NO. 10 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

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

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

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

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Revised Appendix Four, Insurance Requirements. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the Agreement is executed.**

If your insurance broker has any questions about the above requirements, please advise him/her to email Valley Water Risk Manager at RiskManager@valleywater.org.

Certificates of Insurance

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

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

The certificates will:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A3676A / CAS No. 4480**

IMPORTANT: The agreement or CAS number must be included.

**AMENDMENT NO. 10 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

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

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

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

Maintenance of Insurance

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

Renewal of Insurance

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

Consultant shall instruct its insurance broker/agent to:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A3676A / CAS No. 4480**

IMPORTANT: The agreement or CAS number must be included.

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

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**AMENDMENT NO. 10 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

Required Coverages

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

\$5,000,000 per occurrence / **\$5,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

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

2. Business Auto Liability Insurance with coverage as indicated:

\$5,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

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

\$25,000,000 per claim/ **\$25,000,000** aggregate

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

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

**AMENDMENT NO. 10 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

4. Workers' Compensation and Employer's Liability Insurance

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

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

General Requirements

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

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

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

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.

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**AMENDMENT NO. 10 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions will be the responsibility of Consultant. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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**AMENDMENT NO. 10 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$5,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Auto Liability:	A.	Limits (\$5,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	
Professional Liability:	A.	Limits (\$25,000,000)	

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