



# Santa Clara Valley Water District

## CONFORMED COPY

CONTACT THE OFFICE OF THE CLERK OF THE BOARD TO OBTAIN THE  
DOCUSIGN SIGNATURE CERTIFICATE OF COMPLETION

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File No.: 22-1414

Agenda Date: 12/13/2022

Item No.: 5.1.

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### BOARD AGENDA MEMORANDUM

#### SUBJECT:

Approve Amendment No. 1 to Agreement No. A4418A with COWI North America, Inc. for Construction Management Services for the Anderson Dam Tunnel Project, Project No. 91864006, CAS File No. 5135, Increasing the Fee by \$8,584,817, for a Total Revised Fee of \$29,049,817, (Morgan Hill, District 1).

#### RECOMMENDATION:

Approve Amendment No. 1 to Agreement No. A4418A, with COWI North America, Inc. for Construction Management Services for the Anderson Dam Tunnel Project, Project No. 91864006, increasing the fee by \$8,584,817, for a revised total fee of \$29,049,817.

#### SUMMARY:

Santa Clara Valley Water District (Valley Water) is undertaking the Anderson Dam Federal Energy Regulatory Commission Order Compliance Project (FOCP) in response to the February 20, 2020 order from the Federal Energy Regulatory Commission (FERC) to implement interim risk reduction measures at Anderson Dam. One of those risk reduction measures is the Anderson Dam Tunnel Project (ADTP).

Agreement A4418A (Agreement) with COWI North America, Inc. (Consultant) was awarded on January 5, 2021, to provide construction management services for the ADTP.

Amendment No. 1 to the Agreement will expand the scope of services; and add funding, for a revised total fee of \$29,049,817.

#### **Project Background**

The Anderson Dam Seismic Retrofit Project (ADSRP) will correct dam seismic deficiencies and meet all current FERC and California Department of Water Resources, Division of Safety of Dams (DSOD) dam safety design standards.

The ADTP will construct a diversion system to augment the existing outlet, which will consist of a new diversion tunnel, an outlet structure, a micro-tunnel lake tap, and modifications to Coyote Creek just downstream of the base of the dam. The ADTP also includes reservoir bank and rim stability improvements and existing intake structure modification.

The diversion system, which will consist of a 23-ft diameter, approximately 1,450-ft long tunnel, will be able to pass releases from the reservoir at flow rates up to 2,000 cubic feet per second (CFS). The new outlet structure will be used to control flows through the tunnel, which will go through dissipation chambers and will be discharged into a rip-rap lined channel before entering the Coyote Creek. Modifications to Coyote Creek just downstream of the base of the dam will be made to accommodate the higher flows from the tunnel.

### **Relevant Prior Board Actions**

On January 5, 2021, the Board approved Agreement A4418A with COWI North America, Inc. for construction management services for the ADTP for a total fee of \$20,465,000.

On April 27, 2021, the Board approved the construction contract award to Flatiron West Inc.

### **Consultant Agreement Scope of Services**

Amendment No. 1 to the Agreement with COWI North America, Inc. will expand the scope of services to add work to be performed during the construction of ADTP. The work includes the perimeter air quality monitoring, to comply with the Bay Area Air Quality Management District (BAAQMD) requirements and permit, and the oversight monitoring of the contractor's storm water pollution prevention plan (SWPPP). A summary of the tasks and fees for the recommended Amendment No. 1, including previous administrative fund reallocations, is presented in Table 1.

This scope of work was originally included within the ADTP design consultant's scope during the permit acquisition and design phases. Following negotiations with the BAAQMD, it was determined that this work is a construction management (monitoring) activity that should be performed by the construction management consultant during the construction phase. The scope of work was then closed and removed from the design consultant's agreement, and added to the construction management consultant's agreement as part of Task 9 Environmental Compliance Services.

Staff's recommendation to approve Amendment No. 1 to the Agreement will be presented at the Capital Improvement Program (CIP) board committee meeting on December 12, 2022.

**Table 1. REVISED COST BREAKDOWN**

| Task | Description                                   | Original Not-to-Exceed Fees | Fund Re-Allocation 9/10/2021 | Fund Re-Allocation 4/1/2022 | Amendment No. 1 | Revised NTE Fees Total |
|------|---|-----------------------------|------------------------------|-----------------------------|-----------------|------------------------|
| 1    | Project Management                            | \$4,410,000                 | -                            | -                           |                 | \$4,410,000            |
| 2    | Preconstruction Services                      | \$180,000                   | (\$98,409.19)                | -                           |                 | \$81,591               |
| 3    | Construction Management                       | \$3,340,000                 | -                            | -                           |                 | \$3,340,000            |
| 4    | Quality Assurance and Quality Control (QA/QC) | \$660,000                   | -                            | -                           |                 | \$660,000              |
| 5    | Safety Management                             | \$1,180,000                 | -                            | (\$800,000)                 |                 | \$380,000              |

|                                 |  |                     |             |           |                    |                     |
|---------------------------------|--|---------------------|-------------|-----------|--------------------|---------------------|
| 6                               | Training, Testing, Start-Up, and Commissioning | \$150,000           | -           | -         |                    | \$150,000           |
| 7                               | Construction Inspections                       | \$7,090,000         | -           | -         |                    | \$7,090,000         |
| 8                               | Partnering, Claims and Disputes Management     | \$240,000           | -           | -         |                    | \$240,000           |
| 9                               | Environmental Compliance Services              | \$700,000           | -           | -         | \$8,584,817        | \$9,284,817         |
| 10                              | Acceptance and Closeout                        | \$200,000           | -           | -         |                    | \$200,000           |
| 11                              | Supplemental Services                          | \$2,315,000         | \$98,409.19 | \$800,000 |                    | \$3,213,409.19      |
| <b>Total Not-to-Exceed Fees</b> |  | <b>\$20,465,000</b> | -           | -         | <b>\$8,584,817</b> | <b>\$29,049,817</b> |

**ENVIRONMENTAL JUSTICE IMPACT:**

There are no Environmental Justice impacts associated with this item.

**FINANCIAL IMPACT:**

The Anderson Dam Tunnel Project, Project No. 91864006, is included in the Capital Improvement Program (CIP) Fiscal Year (FY) 2023-27 Five-Year Plan and in the FY 2022-23 Adopted Budget. The not-to-exceed (NTE) fee for Amendment No. 1 to Agreement A4418A is \$8,584,817, resulting in a total NTE fee of \$29,049,817. There are adequate funds in the Project's FY 2022-23 Adopted Budget to encumber the anticipated expenditures for the Consultant's services during this fiscal year. Funds to cover subsequent fiscal year Consultant construction management services will be recommended by staff during the biennial budget process, or through budget adjustment(s). The Project is funded through the Water Utility Enterprise Fund (Fund 61), with 81.9% of the costs allocated to North County Zone W-2, and South County Zones as follows; 7.9% to Zone W-5 and 10.3% to Zone W-7.

Approval of Amendment No. 1 to Agreement A4418A will increase the total Project cost reflected in the CIP's Adopted FY 2023-27 Five-Year Plan. The increase in the total Project cost will be incorporated into the CIP's Draft FY 2024-28 Five-Year Plan.

**CEQA:**

CEQA provides a statutory exemption for emergency projects, which include specific actions necessary to prevent or mitigate an emergency (Public Resources Code §21080(b)(4) and CEQA Guidelines §15269(c)). After analysis of the facts and applicable law, on June 23, 2020 following a

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public hearing, the Board determined that the FOCP, inclusive of the ADTP measure, qualifies for this emergency exemption. Valley Water filed a Notice of Exemption with the County of Santa Clara Clerk/Recorder on June 26, 2020.

**ATTACHMENTS:**

Attachment 1: Amendment No. 1

**UNCLASSIFIED MANAGER:**

Emmanuel Aryee, 408-630-3074

**AMENDMENT NO. 1 TO AGREEMENT A4418A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND COWI NORTH AMERICA, INC.**

This Amendment No. 1 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A4418A (Agreement) dated January 5, 2021, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) hereinafter called (District) and COWI NORTH AMERICA, INC., (Consultant), collectively, the Parties.

**RECITALS**

**WHEREAS**, the Consultant is currently providing professional construction management services for Valley Water's Anderson Dam Tunnel Project; and

**WHEREAS**, the Parties desire to modify the scope of services; increase the Not-To-Exceed fee to provide funds for Consultant to perform construction management services; to update Standard Consultant Agreement language, and to amend the Agreement to incorporate administrative changes.

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

1. The Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages is amended to state as follows:

“3. Prevailing Wages

A. 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 include such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

B. 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.”

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- C. 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.
- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. 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.
- F. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, at any time during regular business hours, upon written request by Valley Water. Records and documents are to be provided in electronic or hard copy format, at Valley Water's discretion.
- G. California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements

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

- 2. The Standard Consultant Agreement, Section Eleven, Equal Opportunity Employer, is amended to state as follows:

"1. Equal Opportunity Employer

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

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or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military, and veteran status, sexual orientation, gender identity, and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

2. Compliance with Applicable Equal Opportunity Laws

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

3. Investigation of Claims

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

3. The Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 6, Audits is amended to state as follows:

"6. Audits

Consultant agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide Valley Water and its agent(s) with any relevant information requested, in electronic and hard copy format, at Valley Water's discretion, and will permit Valley Water and its agent(s) access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees (alternatively, by phone at Valley Water's discretion) and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation or subject to audit, such as by a government agency, providing Valley Water with grant funds to pay for Consultant's services for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three years after final payment as provided for in this Agreement."

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AND COWI NORTH AMERICA, INC.**

4. The Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 23. Schedules and Attachments, is amended to state as follows:

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

Attachment One - Fees and Payments (REVISED)

Attachment Two - Schedule of Completion (REVISED)

Attachment Three - Consultant's Key Staff and Subconsultants (REVISED)

Attachment Four - Reference Materials (UNCHANGED).”

5. Schedule CM, Scope of Services, Section 1.A. Representatives, is amended to state as follows:

“1. Representatives

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

Monica Mendez (Valley Water Project Manager)  
Senior Engineer  
Water Utility Capital Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 630-2954  
Email: [mmendez@valleywater.org](mailto:mmendez@valleywater.org)

Emmanuel Aryee  
Deputy Operating Officer  
Water Utility Capital Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 630-3074  
Email: [earyee@valleywater.org](mailto:earyee@valleywater.org)”

6. Schedule CM, Scope of Services, Section 6. Construction Management Phase Tasks, Task 9, Environmental Compliance Services, subtask 9.4, Project-Specific Subtasks, is amended to state as follows:

“Task 9 - Environmental Compliance Services

- 9.1 Consultant shall work with Valley Water to develop the Environmental Compliance Monitoring Plan to detail the rules, procedures, and limits with regard to regulatory constraints. The plan will lay out the proper planning and sequencing of the required monitoring activities with a mindfulness towards the construction schedule



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to keep the Project on track and avoid unnecessary delays. The Environmental Compliance Monitoring Plans will be developed to reflect the regulatory requirements for the Project.

- 9.2 The Consultant shall review and monitor the Contractor's environmental compliance with environmental documents, permits and mitigation measures to be implemented by the Contractor during construction including implementation of Storm Water Pollution Prevention Plans and Asbestos monitoring.
- 9.3 Consultant will monitor compliance with Division 1 Specifications including mitigation commitments, wildlife protection and environmental permits such as muck disposal, discharge permits and erosion and sedimentation control requirements. Consultant will also monitor the Contractor's noise, vibration and traffic, and odor control mitigation plans for Contract Documents requirements. Consultant will provide the Contractor and Valley Water with written notification of compliance concerns.
- 9.4 Project-Specific Subtasks
  - 9.4.1 Consultant will perform construction air quality monitoring around the perimeter of the Anderson Dam Tunnel Project (ADTP) construction site at 11 sample locations that have previously been established and monitored by the Design Engineer. The objective of the air quality monitoring is to develop and maintain a cohesive, stable and data set of air quality measurements. The monitoring program will comply with the Bay Area Air Quality Management District (BAAQMD) requirements which include:
    - 9.4.1.1 Collection of construction air monitoring samples (collectively referred to as events) every day there is ground disturbance on the ADTP, including tunnel activities.
    - 9.4.1.2 The events will include 14 samples (11 stations, 1 duplicate, 1 blank and 1 QC).
    - 9.4.1.3 Analyze the samples from each event within 24 hours of sample receipt for Naturally Occurring Asbestos (NOA), PM<sub>10</sub> inhalable particles, metals in the dust (cobalt, nickel, chromium, zinc).
    - 9.4.1.4 Perform meteorological monitoring for each event.
    - 9.4.1.5 Purchase, installation and maintenance of additional monitoring equipment, filters, supplies and accessories to collect and record samples on weekends when ground disturbance work is occurring (including tunneling and underground work).
    - 9.4.1.6 Prepare data summaries every two weeks and distribute to Valley Water and BAAQMD.
    - 9.4.1.7 Notify Valley Water as soon as possible if NOA air monitoring results indicate levels equal to or greater than 0.016 structures per cubic centimeter from any airborne asbestos monitor.
    - 9.4.1.8 Assist Valley Water in evaluation of NOA exceedances relative to site operations and immediately implement mitigation

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BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
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measures in response to any elevated reading(s) and conduct a root cause analysis of cause(s) of the elevated reading(s).

- 9.4.1.9 Conduct technical systems audit of the air quality monitoring program to include review of monitor siting, sample collection records (i.e., COC forms and field logs), and site maintenance activities.
- 9.4.1.10 Conduct performance evaluation of the air quality monitoring program to include a quantitative, point-in-time evaluation of the data quality of the sampling and analytical systems being tested.
- 9.4.2 Consultant shall provide the services of qualified staff to assist Valley Water with Storm Water Pollution Prevention Plan (SWPPP) implementation oversight monitoring and reporting. The scope includes:
  - 9.4.2.1 Review and comment on the contractor's SWPPP by a Qualified SWPPP Developer (QSD).
  - 9.4.2.2 On a monthly basis for the duration of the project, the QSD or their representative (with QSP level qualifications) will perform a site review of the contractor's SWPPP implementation. Prior to the site visit, conduct a review of any contractor submittals or updates to prepare for the visit. After the site inspection, prepare a report that details observations and compliance status notes and submit to VWPM.
  - 9.4.2.3 To ensure compliance with the contract and permit requirements, a QSD will perform a review of the Contractor's Annual Reports and provide comments and recommendations prior to the Annual Reports being submitted through SMARTS.

**Task 9 - Deliverables**

1. Environmental Compliance Monitoring Plan (Draft, Draft Final, Final)
2. Compliance records with daily Inspection Reports
3. Records of Compliance correspondence with Contractor
4. Weekly water quality reports from data collected by the Contractor
5. Daily Reports of Permit violations
6. Construction bi-monthly Air Monitoring Data summaries
7. Technical and Performance System Audit Reports every 6 months
8. Monthly inspection report for SWPPP
9. Comments on contractor's Annual Report

**Task 9 - Assumptions**

1. For budgeting purposes, it is assumed that Consultant will perform all services.
2. The following responsibilities will be performed by Consultant on behalf of Valley Water:
  - a. Make prompt notice (within next business day) to BAAQMD of NOA level exceedances which will include the monitoring results indicating sampler ID,

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BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
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- location, actual TEM structures per cubic centimeter, sample date, and analysis date.
- b. Submit the causal analysis and mitigation measures for any NOA exceedances to BAAQMD within 2 days of receiving lab results.
3. Allow the CM team to utilize and maintain existing air monitoring equipment that has been purchased and installed by others.”
7. Schedule CM, Scope of Services, Section 7. Attachments, is amended to state as follows:
- “The following Schedule CM listed Attachments are incorporated herein by this reference as though set forth in full:
- Attachment One - Fees and Payments (REVISED)  
Attachment Two - Schedule of Completion (UNCHANGED)  
Revised Attachment Three - Consultant’s Key Staff and Subconsultants (REVISED)  
Attachment Four - Reference Materials (REVISED).”
8. Schedule CM, Attachment One, Fees and Payments, is amended as set forth in the Revised Schedule CM, Revised Attachment One, Fees and Payments, attached hereto and incorporated herein by this reference.
9. Schedule CM, Attachment Two, Schedule of Completion, is amended as set forth in the Revised Schedule CM, Revised Attachment Two, Schedule of Completion, attached hereto and incorporated herein by this reference.
10. Schedule CM, Attachment Three, Consultants Key Staff and Subconsultants, is amended as set forth in the Revised Schedule CM, Revised Attachment, Consultants Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.
11. All other terms and conditions of the Agreement not otherwise amended as stated herein remain in full force and effect.

*(SIGNATURES FOLLOW ON NEXT PAGE)*

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**AMENDMENT NO. 1 TO AGREEMENT A4418A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND COWI NORTH AMERICA, INC.**

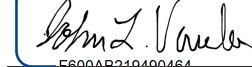
**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO  
THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A4418A  
THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

**SANTA CLARA VALLEY WATER DISTRICT**

Valley Water

DocuSigned by:

By:



John L. Varela  
Chair Pro Tem  
Board of Directors

Date: December 13, 2022

**ATTEST**

DocuSigned by:



7E1632DBD93E40C

Michele L. King, CMC  
Clerk, Board of Directors

**COWI NORTH AMERICA, INC.**

Consultant

DocuSigned by:

By:



Jack Gerwick, P.E.  
Vice President, West Region

Date: 11/28/2022

Consultant's Address:  
555 12<sup>th</sup> Street, Suite 1700  
Oakland, CA 94607

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**AMENDMENT NO. 1 TO AGREEMENT A4418A  
REVISED SCHEDULE CM SCOPE OF SERVICES  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

**1. Total Authorized Funding**

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$29,049,817.00** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

**2. Cost Breakdown**

The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed, or fees paid by Valley Water to the Consultant for Supplemental Services without prior written authorization by Valley Water as stated in this Agreement.

**REVISED COST BREAKDOWN**

| Task                            | Description                                    | Original Not-to-Exceed Fees | Fund Re-Allocation 9/10/2021 | Fund Re-Allocation 4/1/2022 | Amendment No. 1    | Revised NTE Fees Total |
|---------------------------------|--|-----------------------------|------------------------------|-----------------------------|--------------------|------------------------|
| 1                               | Project Management                             | \$4,410,000                 | -                            | -                           | -                  | \$4,410,000            |
| 2                               | Preconstruction Services                       | \$180,000                   | (\$98,409.19)                | -                           | -                  | \$81,591               |
| 3                               | Construction Management                        | \$3,340,000                 | -                            | -                           | -                  | \$3,340,000            |
| 4                               | Quality Assurance and Quality Control (QA/QC)  | \$660,000                   | -                            | -                           | -                  | \$660,000              |
| 5                               | Safety Management                              | \$1,180,000                 | -                            | (\$800,000)                 | -                  | \$380,000              |
| 6                               | Training, Testing, Start-Up, and Commissioning | \$150,000                   | -                            | -                           | -                  | \$150,000              |
| 7                               | Construction Inspections                       | \$7,090,000                 | -                            | -                           | -                  | \$7,090,000            |
| 8                               | Partnering, Claims and Disputes Management     | \$240,000                   | -                            | -                           | -                  | \$240,000              |
| 9                               | Environmental Compliance Services              | \$700,000                   | -                            | -                           | \$8,584,817        | \$9,284,817            |
| 10                              | Acceptance and Closeout                        | \$200,000                   | -                            | -                           | -                  | \$200,000              |
| 11                              | Supplemental Services                          | \$2,315,000                 | \$98,409.19                  | \$800,000                   | -                  | \$3,213,409.19         |
| <b>Total Not-to-Exceed Fees</b> |  | <b>\$20,465,000</b>         | -                            | -                           | <b>\$8,584,817</b> | <b>\$29,049,817</b>    |

NOTE: Fund reallocations were approved administratively as documented in letters from Valley Water to the Consultant dated September 10, 2021, and April 1, 2022, also documented in VW's internal administrative form (FC 1165) and have been incorporated into this Amendment No. 1.

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**AMENDMENT NO. 1 TO AGREEMENT A4418A  
REVISED SCHEDULE CM SCOPE OF SERVICES  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

**3. Terms and Conditions**

- A. Payments for Services performed, as described in this Schedule, which applies to the specific Services, will be based on the following terms.
- 1) Valley Water will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel, as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
  - 2) The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 3%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.
- B. **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 Valley Water Project Manager will be billed on a monthly basis at actual cost 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. No markup will be applied to reimbursable expenses, either by the Consultant or by its subconsultants, subcontractors, or vendors. Consultant shall provide invoices for all such services regardless of cost.
  - 2) Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager. All equipment purchased on behalf of Valley Water and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
  - 3) Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager. For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation,

**AMENDMENT NO. 1 TO AGREEMENT A4418A  
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or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager for a different type of vehicle.

- C. A markup of 5% will apply to the Consultant only to manage Subconsultants, subcontractors and vendors, including lab services.
- D. For staff with rates exceeding the rate of \$324.87/hr, the Consultant must obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project.

**E. Prevailing Wage Requirements**

- 1) The Scope of Services described in Tasks 3, 6, and 7 are considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages.
- 2) In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

**F. Fees and Payments Attachments**

- 1) Consultant has retained subconsultant, Apex Testing Laboratories, Inc., to perform certain services as described in this Agreement. The terms and conditions set forth in Schedule CM, Attachment One, Fees and Payments, Attachment A, apply solely to the contractual relationship between Consultant and Apex Testing Laboratories, Inc., and are not part of this Agreement between District and Consultant. Attachment A below is provided solely to document the Fee Schedule that applies to services performed by Apex Laboratories, Inc. pursuant to this Agreement.
- 2) The following listed Attachment A referred to herein is incorporated in this Attachment One, Fees and Payments, as though set forth in full:

Attachment A: Materials Testing and Inspection Schedule of Fees – Cost/Pricing Information.

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**AMENDMENT NO. 1 TO AGREEMENT A4418A  
REVISED SCHEDULE CM SCOPE OF SERVICES  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

**HOURLY/UNIT RATE TABLE**

| <b>CLASSIFICATION</b>                                     | <b>HOURLY/<br/>UNIT RATE<br/>(EFFECTIVE<br/>1/5/2021)</b> | <b>HOURLY/<br/>UNIT RATE<br/>(EFFECTIVE<br/>9/1/2021)</b> | <b>HOURLY/<br/>UNIT RATE<br/>(EFFECTIVE<br/>11/15/2021)</b> | <b>HOURLY/<br/>UNIT RATE<br/>(EFFECTIVE<br/>12/1/2021)</b> | <b>HOURLY/<br/>UNIT RATE<br/>(EFFECTIVE<br/>1/5/22)</b> | <b>HOURLY/<br/>UNIT RATE<br/>(EFFECTIVE<br/>2/1/2022<sup>2</sup> &amp;<br/>2/14/2022<sup>3</sup>)</b> | <b>HOURLY/<br/>UNIT RATE<br/>(EFFECTIVE<br/>3/1/2022<sup>4</sup> &amp;<br/>4/1/2022<sup>5</sup>)</b> | <b>HOURLY/<br/>UNIT RATE<br/>(EFFECTIVE<br/>8/1/2022<sup>6</sup> &amp;<br/>8/22/2022<sup>7</sup>)</b> |
|---|---|---|---|--|---|---|--|---|
| <b>Consultant: COWI North America</b>                     |   |   |   |  |   |   |  |   |
| Accountant/Admin Asst.                                    | \$133.89  | -   | -   | -  | \$137.91  | -   | -  | -   |
| As-Builts CAD Technician                                  | \$154.48  | -   | -   | -  | \$159.11  | -   | -  | -   |
| Assistant Project<br>Manager / Contract<br>Administrator  | -   | \$175.00  | -   | -  | \$180.25  | -   | -  | -   |
| Assistant Resident<br>Engineer Underground                | \$214.59  | -   | -   | -  | \$221.03  | -   | -  | -   |
| Cost Engineer   | -   | \$165.00  | -   | -  | \$169.95  | -   | -  | -   |
| DCS System<br>Administrator                               | -   | \$145.00  | -   | -  | \$149.35  | -   | -  | -   |
| Document Control<br>Technician                            | -   | \$120.00  | -   | -  | \$123.60  | -   | -  | -   |
| Office Engineer   | \$187.75  | -   | -   | -  | \$193.38  | -   | -  | -   |
| Project Controls Manager                                  | \$236.01  | -   | -   | -  | \$243.09  | -   | -  | -   |
| Quality Assurance<br>Manager                              | \$176.71  | -   | -   | -  | \$182.01  | -   | -  | -   |
| Reports Coordinator                                       | \$74.38   | -   | -   | -  | \$76.61   | -   | -  | -   |
| Safety Manager  | \$214.59  | -   | -   | -  | \$221.03  | -   | -  | -   |
| Sr. Project Manager <sup>1</sup>                          | \$315.41  | -   | -   | -  | \$324.87  | -   | -  | -   |
| <b>Subconsultant: Cal Engineering &amp; Geology, Inc.</b> |   |   |   |  |   |   |  |   |
| Assistant Civil Inspector <sup>3</sup>                    | -   | -   | -   | -  | -   | \$169.45  | -  | -   |
| Associate<br>Engineer/Geologist                           | -   | \$169.93  | -   | -  | \$175.03  | -   | -  | -   |
| Civil Inspector   | \$258.93  | -   | -   | -  | \$266.70  | -   | -  | -   |
| Computational<br>Geoscientist                             | -   | \$134.86  | -   | -  | \$138.91  | -   | -  | -   |
| Project<br>Engineer/Geologist                             | -   | \$125.41  | -   | -  | \$129.17  | -   | -  | -   |

Amendment No. 1 to Agreement A4418Aa  
Construction Management Services for the Anderson Dam Tunnel Project  
Ver: 11/23/2022

Agreement No. A4418A / CAS File No. 5135



**AMENDMENT NO. 1 TO AGREEMENT A4418A  
REVISED SCHEDULE CM SCOPE OF SERVICES  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

| CLASSIFICATION                                      | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>1/5/2021) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>9/1/2021) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>11/15/2021) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>12/1/2021) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>1/5/22) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>2/1/2022 <sup>2</sup> &<br>2/14/2022 <sup>3</sup> ) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>3/1/2022 <sup>4</sup> &<br>4/1/2022 <sup>5</sup> ) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>8/1/2022 <sup>6</sup> &<br>8/22/2022 <sup>7</sup> ) |
|---|---|---|---|--|---|---|--|---|
| Rim Stability Expert                                | \$236.12  | -   | -   | -  | \$243.20                                      | -   | -  | -   |
| Senior Engineer/Geologist                           | -   | \$164.51  | -   | -  | \$169.45                                      | -   | -  | -   |
| Staff Engineer/Geologist                            | -   | \$108.00  | -   | -  | \$111.24                                      | -   | -  | -   |
| <b>Subconsultant: Concentric Environmental, LLC</b> |   |   |   |  |   |   |  |   |
| Air Quality Program Manager                         | -   | -   | \$157.90  | -  | -   | -   | -  | -   |
| <b>Subconsultant: ESA Science Associates</b>        |   |   |   |  |   |   |  |   |
| Air Quality Monitor <sup>5</sup>                    | -   | -   | -   | \$130.39   | -   | -   | \$134.30   | -   |
| Environmental Compliance Coordinator                | -   | \$176.32  | -   | -  | \$181.61                                      | -   | -  | -   |
| Environmental Monitor                               | -   | \$109.09  | -   | -  | \$112.36                                      | -   | -  | -   |
| Environmental Compliance Manager                    | \$232.91  | -   | -   | -  | \$239.90                                      | -   | -  | -   |
| Senior Water Quality Scientist                      | -   | \$215.99  | -   | -  | \$222.47                                      | -   | -  | -   |
| Water Quality Scientist                             | -   | \$138.84  | -   | -  | \$143.01                                      | -   | -  | -   |
| <b>Subconsultant: GHD</b>                           |   |   |   |  |   |   |  |   |
| Contract Administration Support                     | -   | \$141.50  | -   | -  | \$145.75                                      | -   | -  | -   |
| Contract Administrator                              | \$175.54  | -   | -   | -  | \$180.81                                      | -   | -  | -   |
| Dam Construction Expert                             | \$275.77  | -   | -   | -  | \$284.04                                      | -   | -  | -   |
| Reservoir Operations/Hydraulics Expert              | -   | -   | -   | -  | \$204.38                                      | -   | -  | -   |
| Tunnel / Geotech Expert                             | \$233.64  | -   | -   | -  | \$240.65                                      | -   | -  | -   |
| <b>Subconsultant: JCK Underground</b>               |   |   |   |  |   |   |  |   |
| Bid Documents/ Constructability Evaluation          | \$285.48  | -   | -   | -  | \$294.04                                      | -   | -  | -   |

**AMENDMENT NO. 1 TO AGREEMENT A4418A  
REVISED SCHEDULE CM SCOPE OF SERVICES  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

| CLASSIFICATION  | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>1/5/2021) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>9/1/2021) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>11/15/2021) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>12/1/2021) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>1/5/22) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>2/1/2022 <sup>2</sup> &<br>2/14/2022 <sup>3</sup> ) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>3/1/2022 <sup>4</sup> &<br>4/1/2022 <sup>5</sup> ) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>8/1/2022 <sup>6</sup> &<br>8/22/2022 <sup>7</sup> ) |
|---|---|---|---|--|---|---|--|---|
| Chief Inspector 2 <sup>7</sup>                        |   |   |   |  |   |   |  | \$188.87  |
| Cost Estimator 3                                      | -   | \$266.00  | -   | -  | \$273.98                                      | -   | -  | -   |
| Resident Engineer 2 <sup>6</sup>                      | -   | -   | -   | -  | -   | -   | -  | \$304.29  |
| Estimating / Takeoffs                                 | -   | \$145.00  | -   | -  | \$149.35                                      | -   | -  | -   |
| Tunnel Construction<br>Engineer                       | -   | \$285.00  | -   | -  | \$294.04                                      | -   | -  | -   |
| <b>Subconsultant: PMA Consultants</b>                 |   |   |   |  |   |   |  |   |
| Scheduler   | \$288.21  | -   | -   | -  | \$296.86                                      | -   | -  | -   |
| <b>Subconsultant: Schnabel Engineering West, Inc.</b> |   |   |   |  |   |   |  |   |
| Cost Estimator 2                                      | -   | \$165.00  | -   | -  | \$169.95                                      | -   | -  | -   |
| Field Engineer  | -   | \$100.12  | -   | -  | \$103.12                                      | -   | -  | -   |
| Geotechnical Engineer <sup>2</sup>                    | -   | -   | -   | -  | -   | \$178.23  | -  | -   |
| Program Management<br>Expert <sup>1</sup>             | \$226.83  | -   | -   | -  | \$233.63                                      | -   | -  | -   |
| Project Engineer <sup>4</sup>                         | -   | -   | -   | -  | -   | -   | \$168.00   | -   |
| Resident Engineer <sup>1</sup>                        | \$218.02  | -   | -   | -  | \$224.56                                      | -   | -  | -   |
| Risk Manager <sup>1</sup>                             | \$138.74  | -   | -   | -  | \$142.90                                      | -   | -  | -   |
| Senior Underground <sup>4</sup><br>Inspector          | -   | -   | -   | -  | -   | -   | \$180.00   | -   |
| Tunnel Inspector 1 <sup>1</sup>                       | \$129.93  | -   | -   | -  | \$133.83                                      | -   | -  | -   |
| <b>Subconsultant: Tanner Pacific, Inc.</b>            |   |   |   |  |   |   |  |   |
| Assistant Cost Estimator                              | -   | \$165.00  | -   | -  | \$133.83                                      | -   | -  | -   |
| Assistant Office Engineer                             | -   | 170.75  | -   | -  | \$175.87                                      | -   | -  | -   |
| Associate Cost Estimator                              | -   | \$195.00  | -   | -  | \$200.85                                      | -   | -  | -   |
| Chief Inspector                                       | \$226.05  | -   | -   | -  | \$232.83                                      | -   | -  | -   |
| Claims Analyst  | -   | \$195.75  | -   | -  | \$201.62                                      | -   | -  | -   |
| Claims/Disputes<br>Administration                     | \$286.33  | -   | -   | -  | \$294.92                                      | -   | -  | -   |
| Cost Estimator  | \$278.22  | -   | -   | -  | \$286.57                                      | -   | -  | -   |
| Sr. Claims Analyst                                    | -   | \$260.50  | -   | -  | \$268.32                                      | -   | -  | -   |

**AMENDMENT NO. 1 TO AGREEMENT A4418A  
REVISED SCHEDULE CM SCOPE OF SERVICES  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

| CLASSIFICATION  | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>1/5/2021)  | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>9/1/2021) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>11/15/2021) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>12/1/2021) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>1/5/22) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>2/1/2022 <sup>2</sup> &<br>2/14/2022 <sup>3</sup> ) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>3/1/2022 <sup>4</sup> &<br>4/1/2022 <sup>5</sup> ) | HOURLY/<br>UNIT RATE<br>(EFFECTIVE<br>8/1/2022 <sup>6</sup> &<br>8/22/2022 <sup>7</sup> ) |
|---|--|---|---|--|---|---|--|---|
| Sr. Electrical Inspector                              | -  | \$250.00  | -   | -  | \$257.50                                      | -   | -  | -   |
| Sr. Mechanical Inspector                              | -  | \$227.25  | -   | -  | \$234.07                                      | -   | -  | -   |
| Sr Tunnel Inspector                                   | \$259.87   | -   | -   | -  | \$267.67                                      | -   | -  | -   |
| Tunnel Inspector 2                                    | \$210.68   | -   | -   | -  | \$217.00                                      | -   | -  | -   |
| Tunnel Safety Manager                                 | \$262.22   | -   | -   | -  | \$270.09                                      | -   | -  | -   |
| <b>Subconsultant: Thier Group</b>                     |  |   |   |  |   |   |  |   |
| Public Relations Mgr.                                 | \$199.43   | -   | -   | -  | \$205.41                                      | -   | -  | -   |
| <b>Subconsultant: Apex Testing Laboratories, Inc.</b> |  |   |   |  |   |   |  |   |
| Materials Testing and<br>Inspection Services          | For Materials Testing and Inspections Fees, Refer to Attachment A to this Attachment One |   |   |  |   |   |  |   |

## Notes:

- Classifications indicated as onsite shall be billed with the field overhead rate for services provided at the Project site during term of the Agreement.
- Add new classification effective February 1, 2022
- Add new classification effective February 14, 2022
- Add new classification effective March 1, 2022
- Retroactive annual rate increase effective April 1, 2022
- Hourly rates for Consultant and Subconsultants were approved administratively as documented in letters from Valley Water to Consultant dated September 1, 2021, November 15, 2021, December 1, 2021, January 5, 2022, February 14, 2022, April 19, 2022, May 6, 2022, June 6, 2022, July 15, 2022, and July 20, 2022, also documented in District's internal administrative form (FC 1165) and have been incorporated in Amendment No. 1.
- Add new classification effective August 22, 2022.

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**AMENDMENT NO. 1 TO AGREEMENT A4418A  
REVISED SCHEDULE CM SCOPE OF SERVICES  
REVISED ATTACHMENT A  
MATERIALS TESTING AND INSPECTION FEES**

| <b>Subconsultant: Apex Testing Laboratories, Inc.</b>         |                              |  |                                      |  |
|---|------------------------------|--|--------------------------------------|--|
| <b>Item Description</b>                                       | <b>Unit of Measure (UOM)</b> | <b>Unit Price (effective 1/5/2021)</b> | <b>Unit Price (effective 8/1/21)</b> | <b>Unit Price (effective 1/5/2022)</b> |
| <b><u>Construction Quality Control Inspection Program</u></b> |                              |  |                                      |  |
| Project Specific QC Plan (Draft, Field, and Final)            | Hr.                          | \$158.65                               | -                                    | \$163.41                               |
| Field QC Manager / Lead Inspector                             | Hr.                          | \$143.14                               | -                                    | \$147.43                               |
| <b><u>Soils</u></b>   |                              |  |                                      |  |
| Field Compaction Test   | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Nuclear Gauge Equipment Fee*                                  | Hr.                          | \$10.00                                | -                                    | \$10.30                                |
| Nuclear Gauge Travel Time                                     | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Nuclear Gauge Mileage   | Hr.                          | \$0.58                                 | -                                    | \$0.585                                |
| Site Soil Sampling  | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Moisture-Density Curves (ASTM D-1557)                         | Ea.                          | \$355.00                               | -                                    | \$365.65                               |
| Soil Quality Tests (Plasticity Index)                         | Ea.                          | \$270.00                               | -                                    | \$278.10                               |
| Soil Quality Tests (Gradation)                                | Ea.                          | \$345.00                               | -                                    | \$355.35                               |
| Soil Quality Tests (Sand Equivalent)                          | Ea.                          | \$185.00                               | -                                    | \$190.55                               |
| Geotechnical Engineer   | Hr.                          | \$190.00                               | -                                    | \$195.70                               |
| Rock Correction of Moisture/Density Curves                    | Ea.                          | -                                      | \$160.05                             | \$165.00                               |
| Atterberg Limits (Plasticity Index) ASTM D4318 (Dry Prep)     | Ea.                          | -                                      | \$269.76                             | \$278.10                               |
| Atterberg Limits (Plasticity Index) ASTM D4318 (Wet Prep)     | Ea.                          | -                                      | \$237.65                             | \$245.00                               |
| Cleanness Value 1" x #4 (or finer)                            | Ea.                          | -                                      | \$184.30                             | \$190.00                               |
| Cleanness Value 1-1/2" x 3/4"                                 | Ea.                          | -                                      | \$383.15                             | \$395.00                               |
| Cleanness Value 2-1/2" x 1-1/2"                               | Ea.                          | -                                      | \$630.50                             | \$650.00                               |
| Cleanness Value Pit Run                                       | Ea.                          | -                                      | \$252.20                             | \$260.00                               |
| Crushed Particles   | Ea.                          | -                                      | \$160.05                             | \$165.00                               |
| Durability Index (Coarse/Fine)                                | Ea.                          | -                                      | \$242.50                             | \$250.00                               |
| Flat and Elongated Particles ASTM D4791                       | Ea.                          | -                                      | \$169.75                             | \$175.00                               |
| Los Angeles (LA) Abrasion and Impact ASTM C131                | Ea.                          | -                                      | \$291.00                             | \$300.00                               |
| Sand Equivalent ASTM D2419/CTM 217                            | Ea.                          | -                                      | \$184.83                             | \$190.55                               |

**AMENDMENT NO. 1 TO AGREEMENT A4418A  
REVISED SCHEDULE CM SCOPE OF SERVICES  
REVISED ATTACHMENT A  
MATERIALS TESTING AND INSPECTION FEES**

| <b>Subconsultant: Apex Testing Laboratories, Inc.</b>      |                              |  |                                      |  |
|--|------------------------------|--|--------------------------------------|--|
| <b>Item Description</b>                                    | <b>Unit of Measure (UOM)</b> | <b>Unit Price (effective 1/5/2021)</b> | <b>Unit Price (effective 8/1/21)</b> | <b>Unit Price (effective 1/5/2022)</b> |
| Soundness of Aggregates ASTM C88/CTM 214                   | Ea.                          | -                                      | \$160.05                             | \$165.00                               |
| Specific Gravity & Absorption (Coarse/Fine)                | Ea.                          | -                                      | \$169.75                             | \$175.00                               |
| Unit Weight (Bulk Density) and Voids in Aggregate ASTM C29 | Ea.                          | -                                      | \$169.75                             | \$175.00                               |
| Classification of Soils ASTM D2487                         | Ea.                          | -                                      | \$63.05                              | \$65.00                                |
| Moisture Content ASTM D2216                                | Ea.                          | -                                      | \$38.80                              | \$40.00                                |
| Particle Size Analysis ASTM C136/CTM 202                   | Ea.                          | -                                      | \$334.65                             | \$345.00                               |
| Particle Size Analysis ASTM D422                           | Ea.                          | -                                      | \$354.05                             | \$365.00                               |
| Resistance "R" Value ASTM D2844/CTM 301                    | Ea.                          | -                                      | \$315.25                             | \$325.00                               |
| <b><u>Asphaltic Concrete</u></b>                           |                              |  |                                      |  |
| Batch Plant Inspection                                     | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Asphaltic Concrete Placement                               | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Nuclear Gauge Equipment Fee*                               | Hr.                          | \$10.00                                | -                                    | \$10.30                                |
| Bulk Specific Gravity (CTM 308/ASTM D2726)                 | Ea.                          | \$115.00                               | -                                    | \$118.45                               |
| Lab Test Maximum Density (CTM 304)                         | Ea.                          | \$100.00                               | -                                    | \$103.00                               |
| Rice Density (ASTM D2041)                                  | Ea.                          | \$250.00                               | -                                    | \$257.50                               |
| Asphalt Content (CTM 382/ASTM D6307)                       | Ea.                          | \$325.00                               | -                                    | \$334.75                               |
| ASTM D5444 Gradation of extracted sample incl. #200 wash   | Ea.                          | -                                      | \$189.15                             | \$195.00                               |
| <b><u>Reinforcing Steel</u></b>                            |                              |  |                                      |  |
| Reinforcing Steel Inspection                               | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Review Mill Certificates                                   | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Identify, Sample and Tag at Supplier's Shop                | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Tensile/ Bend Tests (Sizes 3-8)                            | Ea.                          | \$150.00                               | -                                    | \$154.50                               |
| Tensile/ Bend Tests (Sizes 9-11)                           | Ea.                          | \$190.00                               | -                                    | \$195.70                               |
| Tensile/ Bend Tests (Size #14)                             | Ea.                          | \$280.00                               | -                                    | \$288.40                               |
| Tensile/ Bend Tests (Size #18)                             | Ea.                          | \$280.00                               | -                                    | \$288.40                               |
| Sample/Test Wire Mesh                                      | Ea.                          | \$110.00                               | -                                    | \$113.30                               |
| <b><u>Concrete</u></b>                                     |                              |  |                                      |  |
| Concrete Mix Design Review                                 | Hr.                          | \$158.65                               | -                                    | \$163.41                               |

**AMENDMENT NO. 1 TO AGREEMENT A4418A  
REVISED SCHEDULE CM SCOPE OF SERVICES  
REVISED ATTACHMENT A  
MATERIALS TESTING AND INSPECTION FEES**

| <b>Subconsultant: Apex Testing Laboratories, Inc.</b> |                              |  |                                      |  |
|---|------------------------------|--|--------------------------------------|--|
| <b>Item Description</b>                               | <b>Unit of Measure (UOM)</b> | <b>Unit Price (effective 1/5/2021)</b> | <b>Unit Price (effective 8/1/21)</b> | <b>Unit Price (effective 1/5/2022)</b> |
| Batch Plant Inspection                                | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Reinforcing Steel Inspection                          | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Concrete Inspection                                   | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Concrete Sampling                                     | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Concrete Sample Pick Up                               | Hr.                          | \$119.32                               | -                                    | \$122.90                               |
| Concrete Cylinders Compression Test                   | Ea.                          | \$35.00                                | -                                    | \$36.05                                |
| Concrete Cores Compression test                       | Ea.                          | -                                      | \$58.20                              | \$60.00                                |
| Unit weight on concrete cylinder                      | Ea.                          | -                                      | \$63.05                              | \$65.00                                |
| Lightweight insulating concrete compression test      | Ea.                          | -                                      | \$48.50                              | \$50.00                                |
| ASTM C157 Volume change of concrete, per set of 3     | Ea.                          | -                                      | \$451.05                             | \$465.00                               |
| <b><u>Shotcrete</u></b>                               |                              |  |                                      |  |
| Shotcrete Mix Design Review                           | Hr.                          | \$158.65                               | -                                    | \$163.41                               |
| Batch Plant Inspection                                | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Continuous Placement inspection                       | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Coring Shotcrete Sample Panels (Lab Prep)             | Ea.                          | \$95.00                                | -                                    | \$97.85                                |
| Shotcrete Core Compression Tests                      | Ea.                          | \$60.00                                | -                                    | \$61.80                                |
| Shotcrete Sample Pick up                              | Hr.                          | \$119.32                               | -                                    | \$122.90                               |
| ASTM C42 (Cores) with Rebar (4"D-12"L)                | Ea.                          | -                                      | \$339.50                             | \$350.00                               |
| Flexural Strength of Shotcrete                        | Ea.                          | -                                      | \$339.50                             | \$350.00                               |
| Shotcrete Core Compression Tests including lab coring | Ea.                          | -                                      | \$92.15                              | \$95.00                                |
| <b><u>Pre-Construction Test Panel</u></b>             |                              |  |                                      |  |
| Witness Fabrication                                   | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Field Coring of Panels (12" Deep Core)                | Ea.                          | \$185.00                               | -                                    | \$190.55                               |
| Evaluation of Cores per ACI Grading Nozzlemen         | Ea.                          | \$350.00                               | -                                    | \$360.50                               |
| Core Compression Tests                                | Ea.                          | \$60.00                                | -                                    | \$61.80                                |
| <b><u>Grout</u></b>                                   |                              |  |                                      |  |
| Compression Tests, 2" cube specimen                   | Ea.                          | -                                      | \$43.65                              | \$45.00                                |

**AMENDMENT NO. 1 TO AGREEMENT A4418A  
REVISED SCHEDULE CM SCOPE OF SERVICES  
REVISED ATTACHMENT A  
MATERIALS TESTING AND INSPECTION FEES**

| <b>Subconsultant: Apex Testing Laboratories, Inc.</b>  |                              |  |                                      |  |
|--|------------------------------|--|--------------------------------------|--|
| <b>Item Description</b>                                | <b>Unit of Measure (UOM)</b> | <b>Unit Price (effective 1/5/2021)</b> | <b>Unit Price (effective 8/1/21)</b> | <b>Unit Price (effective 1/5/2022)</b> |
| Grout Sample Pick Up                                   | Ea.                          | -                                      | \$119.21                             | \$122.90                               |
| Grout Sampling   | Ea.                          | -                                      | \$137.52                             | \$141.77                               |
| <b><u>Structural Steel Welding</u></b>                 |                              |  |                                      |  |
| Shop Welding Inspection -Days (VT-NDT)                 | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Shop Welding Inspection -Nights (VT-NDT)               | Hr.                          | \$154.85                               | -                                    | \$159.50                               |
| Field Welding/Erection Inspection (VT/NDT)             | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| High Strength Bolting (A325/A490)                      | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Metal Decking/ Shear Stud Inspection                   | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Miscellaneous Steel: Shop Welding                      | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Miscellaneous Steel: Field Welding                     | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Review Welding Documents                               | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Material I.D. to CMTRs at Fabrication Shop             | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Sample/ Prep/ Test H.S. Bolts w/ Nuts & washers        | Set                          | \$330.00                               | -                                    | \$339.90                               |
| Sample/ Prep/ Test H.S. Anchor Bolts                   | Ea.                          | \$110.00                               | -                                    | \$113.30                               |
| Sample/ Prep/ Test End-Welded Shear Studs              | Ea.                          | \$110.00                               | -                                    | \$113.30                               |
| Machine/ Test Unidentifiable Steel Shapes/ Plates      | Ea.                          | \$110.00                               | -                                    | \$113.30                               |
| Sample/ Test Base Plate Grout                          | Ea.                          | \$35.00                                | -                                    | \$36.05                                |
| Spray-Applied Fireproofing (SAFP) Inspection/ Sampling | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Test SAFP (Dry Density)                                | Ea.                          | \$60.00                                | -                                    | \$61.80                                |
| Sample Pick-Up   | Hr.                          | \$119.32                               | -                                    | \$122.90                               |
| <b><u>Drill and Epoxy Rebar or Anchor Bolts</u></b>    |                              |  |                                      |  |
| Anchor/ Dowel Installation                             | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Anchor/ Dowel Proof Load Testing with Equip            | Hr.                          | \$137.64                               | -                                    | \$141.77                               |
| Locate Steel Non-Destructively (Pachometer)            | Hr.                          | \$180.00                               | -                                    | \$185.40                               |
| <b><u>Project Management</u></b>                       |                              |  |                                      |  |
| Project Manager  | Hr.                          | \$198.30                               | -                                    | \$204.25                               |
| Project Engineer                                       | Hr.                          | \$158.65                               | -                                    | \$163.41                               |

**AMENDMENT NO. 1 TO AGREEMENT A4418A  
REVISED SCHEDULE CM SCOPE OF SERVICES  
REVISED ATTACHMENT A  
MATERIALS TESTING AND INSPECTION FEES**

| Subconsultant: Apex Testing Laboratories, Inc.   |                       |                                 |                               |                                 |
|--|-----------------------|---------------------------------|-------------------------------|---------------------------------|
| Item Description   | Unit of Measure (UOM) | Unit Price (effective 1/5/2021) | Unit Price (effective 8/1/21) | Unit Price (effective 1/5/2022) |
| Administrative/Clerical Support  | Hr.                   | \$96.25                         | -                             | \$99.14                         |
| Final Affidavit of Inspection  | Ea.                   | \$500.00                        | -                             | \$515.00                        |
| Travel Time to/ from Distant Location  | Hr.                   | \$137.64                        | -                             | \$141.77                        |
| Vehicle Mileage Charge to/ from Distant Location                                       | M                     | \$0.58                          | -                             | \$0.585                         |
| Per Diem for Distant Location Inspection   | D                     | \$120.00                        | -                             | \$123.60                        |
| Subconsultant(s): Apex Testing Laboratories, Inc.                                      |                       |                                 |                               |                                 |
| Minimum Hourly Charges   |                       |                                 |                               |                                 |
| Show-Up Time   | 2 hours               |                                 |                               |                                 |
| Inspection Services  | 4 hours               |                                 |                               |                                 |
| Services overs 4 hours   | 8 hours               |                                 |                               |                                 |
| Premium Charges added to Testing & Inspection Services Basic Rate:<br>Basis of Charges |                       |                                 |                               |                                 |
| Weekdays   | Basic Rate            |                                 |                               |                                 |
| Swing/Night Shift  | 1.125 x Basic Rate    |                                 |                               |                                 |
| Over 8 hours & Saturdays   | 1.50 x Basic Rate     |                                 |                               |                                 |
| Sundays/Holidays & Over 8 hours on Saturday  | 2.0 x Basic Rate      |                                 |                               |                                 |

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**AMENDMENT NO. 1 TO AGREEMENT A4418A  
REVISED SCHEDULE CM  
REVISED ATTACHMENT TWO  
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on **April 30, 2024**, unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties.
3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

**PROJECT SCHEDULE**

| <b>Task</b> | <b>Description</b>                             | <b>Duration From<br/>Notice to Proceed<br/>(months)</b> |
|-------------|--|---|
| 1           | Project Management                             | Duration of Agreement                                   |
| 2           | Preconstruction Services                       | Complete  |
| 3           | Construction Management                        | 37  |
| 4           | Quality Assurance and Quality Control (QA/QC)  | 37  |
| 5           | Safety Management                              | 36  |
| 6           | Training, Testing, Start-Up, and Commissioning | 36  |
| 7           | Construction Inspections                       | 36  |
| 8           | Partnering, Claims and Disputes Management     | 35  |
| 9           | Environmental Compliance Services              | 35  |
| 10          | Acceptance and Closeout                        | 39  |
| 11          | Supplemental Services                          | Duration of Agreement                                   |

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**AMENDMENT NO. 1 TO AGREEMENT A4418A  
REVISED SCHEDULE CM  
REVISED ATTACHMENT THREE  
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

1. Consultant's Key Staff assigned to the Project are as follows:

| Team Member                   | Classification                              | Project Role                                 | Contact Information  |
|-------------------------------|---|--|--|
| Ron Drake, PE                 | Sr. Project Manager                         | Management                                   | 2525 Snowcone Place<br>Arroyo Grande, CA 93420<br>(510) 839-8972 (O)<br>(805) 440-5777 (C)<br><a href="mailto:rndk@cowi.com">rndk@cowi.com</a> |
| Sajjad Khan                   | Project Controls Manager                    | Project Controls                             | 555 12th Street, Suite 1700<br>Oakland, CA 94607<br>(562) 833-9113 (O) (510) 839-8972 (C)<br><a href="mailto:sdkn@cowi.com">sdkn@cowi.com</a>  |
| Ajinkya (AJ) Prakash Sarawade | Quality Assurance Manager                   | QA   | 555 12th Street, Suite 1700<br>Oakland, CA 94607<br>(562) 833-9113 (O) (971) 272-9303 (C)<br><a href="mailto:ajsa@cowi.com">ajsa@cowi.com</a>  |
| Chris Orlandi, PE             | Assistant Resident Engineer/ Safety Manager | Assistant Resident Engineer & Safety Manager | 25B Vreeland Road, Suite 300<br>Florham Park, NJ 07932<br>(973) 670-2487(O)<br><a href="mailto:cdor@cowi.com">cdor@cowi.com</a>                |
| Ajinkya (AJ) Prakash Sarawade | Office Engineer                             | Office Engineer                              | 555 12th Street, Suite 1700<br>Oakland, CA 94607<br>(562) 833-9113 (O) (971) 272-9303 (C)<br><a href="mailto:ajsa@cowi.com">ajsa@cowi.com</a>  |

NOTE: Changes to Consultant Key Staff were approved administratively as documented in letters from Valley Water to the Consultant dated February 17, 2021, February 17, 2022, and April 1, 2022, also documented in VW's internal administrative form (FC 1165) and have been incorporated into this Amendment No. 1.

2. The following Subconsultants are authorized to perform Services on the Project:

| Team Member  | Subconsultant Firm               | Project Role                     | Contact Information  |
|--------------|----------------------------------|----------------------------------|--|
| Dan Peluso   | Cal Engineering & Geology, Inc.  | Rim Stability Expert             | 6455 Almaden Expwy., Suite 100<br>San Jose, CA 95120<br>(925) 433-5018 (O)<br>(408) 630-0089 (C)<br><a href="mailto:dpeluso@caleng.com">dpeluso@caleng.com</a>       |
| Jon Waggoner | Environmental Science Associates | Environmental Compliance Manager | 2600 Capitol Ave., Suite 200<br>Sacramento, CA 95816<br>(916) 840-3047 (O)<br>(916) 225-1109 (C)<br><a href="mailto:JWaggoner@esassoc.com">JWaggoner@esassoc.com</a> |
| Kevin Graf   | Concentric Environmental, LLC    | Air Quality Monitoring           | 5425 Boyd Avenue<br>Oakland, CA 94618<br>(415) 570-9764<br><a href="mailto:kgraf@concentricenv.com">kgraf@concentricenv.com</a>                                      |

**AMENDMENT NO. 2 TO AGREEMENT A4325G  
REVISED SCHEDULE CM  
REVISED ATTACHMENT THREE  
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

| <b>Team Member</b> | <b>Subconsultant Firm</b>       | <b>Project Role</b>   | <b>Contact Information</b>  |
|--------------------|---------------------------------|---|---|
| Steve Fox          | GHD                             | Dam Construction Expert   | 999 Hay Street<br>Perth WA 6000 Australia<br>61 8 6222 8415 (O)<br>61 408 053 867(C)<br><a href="mailto:Steven.fox@ghd.com">Steven.fox@ghd.com</a>                                |
| Dennis Schwartz    | GHD                             | Reservoir Operations Manager /<br>Operations /<br>Hydraulics Expert | 4550 Kruse Way, Suite 300<br>Lake Oswego, OR 97035<br>(360) 991-5394 (C)<br>(971) 925-3745 (O)<br><a href="mailto:dennis.schwartz@ghd.com">dennis.schwartz@ghd.com</a>            |
| Craig Camp         | GHD                             | Tunnel / Geotech Expert   | 9370 Sky Park Court, Suite 140<br>San Diego, CA 92123<br>(858) 633-4805 (O)<br>(619) 410-6328 (C)<br><a href="mailto:Craig.camp@ghd.com">Craig.camp@ghd.com</a>                   |
| Paul Henderson     | GHD                             | Contract Administrator  | 669 Pacific Street Suite A<br>San Luis Obispo, CA 93401<br>(805) 858-3142 (O)<br>(805) 468-9927 (C)<br><a href="mailto:Paul.henderson@ghd.com">Paul.henderson@ghd.com</a>         |
| Joel Kantola       | JCK Underground                 | Bid Documents /<br>Constructability                                 | 25 Dorchester Avenue, #51549<br>Boston, MA 02205<br>(857) 294-1317 (C)<br><a href="mailto:kantola@jckunderground.com">kantola@jckunderground.com</a>                              |
| Geoffrey Hughes    | JCK Underground                 | Resident Engineer   | 25 Dorchester Avenue #51549<br>Boston, MA 02205<br><a href="mailto:hughes@jckunderground.com">hughes@jckunderground.com</a>   |
| Pedro Moreno       | JCK Underground                 | Chief Inspector 2   | 25 Dorchester Avenue #51549<br>Boston, MA 02205<br><a href="mailto:moreno@jckunderground.com">moreno@jckunderground.com</a>   |
| Angel Ripepi       | PMA Consultants                 | Scheduling  | 455 Market Street, Suite 1270<br>San Francisco, CA 94105<br>(213) 308-2125 (C)<br><a href="mailto:aripepi@pmaconsultants.com">aripepi@pmaconsultants.com</a>                      |
| Matt Koziol        | Schnabel Engineering West, Inc. | Risk Manager  | 12301 Research Blvd, Bldg. 4, Suite 150<br>Austin, TX 78759<br>(737) 236-5650 (O)<br>(425) 652-9184 (C)<br><a href="mailto:mkoziol@schnabel-eng.com">mkoziol@schnabel-eng.com</a> |
| Dave Cusack        | Tanner Pacific, Inc.            | Chief Inspector   | 2064 Mayfield Avenue<br>San Jose, CA 95130<br>(909) 856-5734 (C)<br><a href="mailto:dcusack@tannerpacific.com">dcusack@tannerpacific.com</a>                                      |

**AMENDMENT NO. 2 TO AGREEMENT A4325G  
REVISED SCHEDULE CM  
REVISED ATTACHMENT THREE  
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

| <b>Team Member</b> | <b>Subconsultant Firm</b> | <b>Project Role</b>            | <b>Contact Information</b>   |
|--------------------|---------------------------|--------------------------------|--|
| John Mahoney       | Tanner Pacific, Inc.      | Claims/Disputes Administration | 4353 North First Street, Suite 100<br>San Jose, CA 95134<br>(925) 784-3972 (C)<br><a href="mailto:jmahoney@tannerpacific.com">jmahoney@tannerpacific.com</a> |

NOTE: Changes to Subconsultant Key Staff were approved administratively as documented in letters from Valley Water to the Consultant dated November 15, 2021, January 13, 2021, February 17, 2021, and February 21, 2022, also documented in VW's internal administrative form (FC 1165) and have been incorporated into this Amendment No. 1.

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