

**AMENDMENT NO. 3 TO AGREEMENT A4306A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS, INC.**

This Amendment No. 3 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consultant Agreement A4306A (Agreement) dated December 10, 2019, as amended through Amendment No. 1 dated August 11, 2023, and Amendment No. 2 dated September 28, 2023 between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District) and GEI CONSULTANTS, INC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing On-Call Planning and Design Services for Water Resources and Stewardship Support Services Project;

WHEREAS, the Agreement currently expires on December 30, 2025; 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 Valley Water for Water Resources and Stewardship Support Services, to extend the term of the Agreement, to increase the Not-To-Exceed fee, and to incorporate administrative changes for Valley Water's On-Call Geotechnical Engineering Services Project.

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

1. Revised Schedule OC, Scope of Services, Section 1, Representatives is amended as set forth herein 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 Valley Water Project Manager (VWPM).

Samantha Greene (VWPM)
Water Policy & Planning Manager
Watersheds Stewardship and Planning
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2275
Email: sgreen@valleywater.org

Lisa Bankosh
Assistant Officer
Watersheds Stewardship and Planning

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Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Phone: (408) 630-2618
Email: lbankosh@valleywater.org

John Bourgeois
Deputy Operating Officer
Watersheds Stewardship and Planning
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2990
Email: jbougeois@valleywater.org

- B. The Consultant's Project Manager is as listed below. All Valley Water questions and correspondence pertaining to this Agreement shall be referred to the Consultant's Project Manager.

Rebecca Verity
Program Manager
GEI Consultants, Inc.
180 Grand Avenue, Suite 1410
Oakland, CA 94612

Phone: (510) 350-2900
Email: rverity@geiconsultants.com

- C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 18. Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer below.

Mark Freitas
Vice President, Sr. Consultant
GEI Consultants, Inc.
180 Grand Avenue, Suite 1410
Oakland, CA 94612

Phone: (510) 350-2906
Email: mfreitas@geiconsultants.com

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AND GEI CONSULTANTS, INC.**

- 2. Revised Standard OC Agreement, Revised Appendix One, Additional Legal Terms, is amended as stated in the Revised Standard OC Agreement, Revised Appendix One, Additional Legal Terms, attached hereto and incorporated herein by this reference.
- 3. Revised Schedule OC, Revised Attachment One, Fees and Payments is amended as set forth in the Revised Schedule OC, Revised Attachment One, Fees and Payments, attached hereto and incorporated herein by this reference.
- 4. Revised Schedule OC, Revised Attachment Two, Schedule of Completion, Section 2. is amended to state as follows:

“2. This Agreement expires on December 31, 2026, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.”

- 5. All other terms and conditions of the Agreement A4306A, and Amendments No. 1 and 2 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. 3 TO AGREEMENT A4306A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: _____
Tony Estremera
Chair, Board of Directors

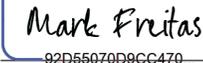
Date: _____

ATTEST:

Candice Kwok-Smith
Clerk, Board of Directors

GEI CONSULTANTS, INC.

Consultant

Signed by:

By: _____
Mark Freitas
Vice President, Sr. Consultant

Date: ^{10/20/2025} _____

Consultant's Address:
180 Grand Avenue, Suite 1050
Oakland, CA 94612

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**AMENDMENT NO. 3 TO AGREEMENT A4306A
REVISED STANDARD ON-CALL CONSULTANT AGREEMENT
REVISED APPENDIX ONE
ADDITIONAL LEGAL TERMS**

1. Conflict of Interest for Future Services (UNCHANGED)

Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not submit a proposal if there is a conflict of interest:

- A. For any agreement to be awarded for planning, design, construction management, or the construction of any project that is related to the Services provided pursuant to this Agreement (Note: a conflict may not exist where Consultant's Services did not create an unfair competitive advantage, where Consultant did not influence any of the District's decisions relating to the new agreement, and where Consultant's provision of Services amounts to a limited technical role overall);
- B. In response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or
- C. For any single or sole source products/services related to the Services pursuant to this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.

District shall retain the right to disqualify Consultant from any future agreement or services where it determines that a conflict of interest would apply.

2. Dispute Resolution (UNCHANGED)

If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in the Standard Consultant Agreement, Appendix Two, Dispute Resolution.

3. Small Business Enterprise (SBE) Outreach Program Participation (UNCHANGED)

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 40% or more of the Total Not-to-Exceed Fees stated in the Standard On-Call Consultant Agreement, Schedule OC, Attachment One Fees and Payments, and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals (UNCHANGED)

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by the District Project Manager.
- B. Task Orders are subject to approval by the District's Deputy Operating Officer unless delegated to the Unit Manager.

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REVISED STANDARD ON-CALL CONSULTANT AGREEMENT
REVISED APPENDIX ONE
ADDITIONAL LEGAL TERMS**

C. District Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$50,000.

D. The total not-to-exceed amount for any one Task Order shall not exceed \$200,000.

5. Federally Required Clauses (NEW)

Valley Water entered into a Water Infrastructure Finance and Innovation Act (WIFIA) loan agreement with the U.S. Environmental Protection Agency (EPA) for the Project. The WIFIA established a federal credit program (WIFIA program) authorizing EPA to provide direct loans and loan guarantees to eligible borrowers for water infrastructure projects. All contracts issued for a project receiving a WIFIA loan 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 the Services rendered pursuant to this Agreement, Consultant is required to adhere to certain federal contract provisions, which are attached hereto as Exhibit A, Federal Requirements, to Revised Appendix One, Additional Legal Terms, and incorporated into this Agreement by this reference. Consultant agrees to adhere to such applicable Federal Contract Provisions.

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**AMENDMENT NO. 3 TO AGREEMENT A4306A
REVISED STANDARD ON-CALL CONSULTANT AGREEMENT
EXHIBIT A
FEDERAL REQUIREMENTS**

1. 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.

2. 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.

3. 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 CFR 34.110.

4. 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.

**AMENDMENT NO. 3 TO AGREEMENT A4306A
REVISED SCHEULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

1. Total Authorized Funding (REVISED)

Total payment for Services performed, to the satisfaction of District, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **\$1,500,000** (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 the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by the District may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount, if any, that will be authorized pursuant to this Agreement. The District, at its sole discretion, may issue Task Orders.**

2. Terms and Conditions (UNCHANGED)

Payments for Services performed, as defined in each Task Order, which applies to the specific Services, will be based on the following terms:

- A. The District will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- B. 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 the District, provided Consultant submits written notice to District 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 3.0% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Deputy Operating Officer.

C. Reimbursable Expenses (UNCHANGED)

- 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 as approved by the District Project Manager will be billed monthly at actual cost linked to each Task Order, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted.
- 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

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REVISED SCHEULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

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 cost. Travel and overnight accommodations including per diem, required for performance of this Agreement will be paid per diem at 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, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.
 4. Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost. Consultant shall provide invoices for all such services regardless of cost.
- D. For staff with rates exceeding the rate of \$350/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.

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**AMENDMENT NO. 3 TO AGREEMENT A4306A
REVISED SCHEULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE SCHEDULE (REVISED)

CLASSIFICATION	ORIGNIAL HOURLY/ UNIT RATE (EFFECTIVE 12/10/2019)	HOURLY/ UNIT RATE (EFFECTIVE 10/27/2021)	HOURLY/ UNIT RATE (EFFECTIVE 12/29/22)	HOURLY/ UNIT RATE (EFFECTIVE 12/01/2023)	HOURLY/ UNIT RATE (EFFECTIVE 12/01/2024)
Consultant: GEI Consultants, Inc.					
Senior Principal - Grade 10	\$350	\$360.50	\$371.32	\$382.45	\$393.93
Senior Consultant – Grad 9	\$350	\$360.50	\$371.32	\$382.45	\$393.93
Senior Consultant - Grade 8	\$280	\$288.40	\$297.05	\$305.96	\$315.14
Senior Professional - Grade 7	\$256	\$263.68	\$271.59	\$279.74	\$288.13
Senior Professional - Grade 6	\$214	\$220.42	\$227.03	\$233.84	\$240.86
Senior Professional - Grade 5	\$175	\$180.25	\$185.66	\$191.23	\$196.96
Project Professional - Grade 4	\$152	\$156.52	\$161.26	\$166.09	\$171.08
Project Professional - Grade 3	\$135	\$139.05	\$143.22	\$147.52	\$151.94
Staff Professional - Grade 2	\$130	\$133.90	\$137.92	\$142.05	\$146.32
Staff Professional - Grade 1	\$120	\$123.60	\$127.31	\$131.13	\$135.07
Administrative/Editing Staff			\$120	\$123.60	\$127.31
Subconsultant: Balance Hydrologics					
Senior Principal	\$239	\$246.17	\$253.56	\$261.16	\$269.00
Principal	\$192	\$197.76	\$203.69	\$209.80	\$216.10
Senior Professional	\$147	\$151.41	\$155.95	\$160.63	\$165.45
Project Professional	\$131	\$134.93	\$138.98	\$143.15	\$147.44
Senior Staff Professional	\$121	\$124.63	\$128.37	\$132.22	\$136.19
Staff Professional	\$114	\$117.42	\$120.94	\$124.57	\$128.31
Assistant Professional	\$102	\$105.06	\$108.21	\$111.46	\$114.81
Senior Project Administrator	\$131	\$134.93	\$138.98	\$143.15	\$147.44
Report Specialist	\$87	\$89.61	\$92.30	\$95.07	\$97.92
Subconsultant: Convey, Inc.					

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FEES AND PAYMENTS**

Outreach Strategist, Senior	\$194	\$199.82	\$205.81	\$211.99	\$218.35
Content Manager, Senior	\$184	\$189.52	\$195.21	\$201.06	\$207.09
Content Manager, Associate	\$137	\$141.11	\$145.34	\$149.70	\$154.19
Graphic Designer, Senior	\$159	\$163.77	\$168.68	\$173.74	\$178.96
Graphic Designer, Associate	\$137	\$141.11	\$145.34	\$149.70	\$154.19
Digital Producer, Senior	\$165	\$169.95	\$175.05	\$180.30	\$185.71
Digital Producer, Associate	\$137	\$141.11	\$145.34	\$149.70	\$154.19
Subconsultant: Interethnica, Inc.					
Cultural Strategist	\$150	\$154.50	\$159.14	\$163.91	\$168.83
Project Manager	\$125	\$128.75	\$132.61	\$136.59	\$140.69
Subconsultant: Jodi McGraw Consulting					
Principal Ecologist	\$125	\$128.75	\$132.61	\$136.59	\$140.69
Associate Ecologist	\$100	\$103.00	\$106.09	\$109.27	\$112.55
Assistant Ecologist	\$75	\$77.25	\$79.57	\$81.95	\$84.41
Subconsultant: Stillwater Sciences					
Principal	\$236	\$243.08	\$250.37	\$257.88	\$265.62
Senior Project Manager	\$160	\$164.80	\$169.74	\$174.84	\$180.08
Project Manager	\$129	\$132.87	\$136.86	\$140.96	\$145.19
Biologist I	\$107	\$110.21	\$113.52	\$116.92	\$120.43
Biologist II	\$122	\$125.66	\$129.43	\$133.31	\$137.31
Biologist III	\$159	\$163.77	\$168.68	\$173.74	\$178.96
Senior Biologist	\$180	\$185.40	\$190.96	\$196.69	\$202.59
Planner I	\$113	\$116.39	\$119.88	\$123.48	\$127.19
Planner II	\$141	\$145.23	\$149.59	\$154.07	\$158.69
Planner III	\$180	\$185.40	\$190.69	\$196.69	\$202.59
Senior Planner	\$216	\$222.48	\$229.15	\$236.03	\$243.11
Restoration Designer I	\$110	\$113.30	\$116.70	\$120.20	\$123.81
Restoration Designer II	\$137	\$141.11	\$145.34	\$149.70	\$154.19
Restoration Designer III	\$168	\$173.04	\$178.23	\$183.58	\$189.09
Senior Engineer	\$227	\$233.81	\$240.82	\$248.05	\$255.50

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ATTACHMENT ONE
FEES AND PAYMENTS**

Senior Technical Specialist	\$197	\$202.91	\$209.00	\$215.27	\$221.73
Field Technician	\$94	\$96.82	\$99.72	\$102.72	\$105.80
GIS/CADD Technician	\$78	\$80.34	\$82.75	\$85.23	\$87.79
Project Coordinator	\$87	\$89.61	\$92.30	\$95.07	\$97.92

Notes:

1. New classification and rates were approved administratively as documented in letters from Valley Water to Consultant dated December 29, 2022, also documented in VW internal administrative form (FC 1165) and have been incorporated in Amendment No. 3.
2. Hourly rates for Consultant and Subconsultants were approved administratively as documented in letters from Valley Water to Consultant dated October 19, 2021, October 27, 2021, December 29, 2022, and December 01, 2023, also documented in VW internal administrative form (FC 1165) and have been incorporated in Amendment No. 3.

**AMENDMENT NO. 3 TO AGREEMENT A4306A
REVISED SCHEULE OC
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
Rebecca Verity	Senior Professional - Grade 7	Program Manager	180 Grand Avenue, Suite 1410 Oakland, CA 94612 (510) 350-2900 rverity@geiconsultants.com
Matthew Powers	Senior Professional - Grade 7	Strategic Integration, Engineering Feasibility	180 Grand Ave, Suite 1410 Oakland, CA 94612 (510) 350-2902 mpowers@geiconsultants.com
Kwabena Asante	Senior Professional - Grade 6	Strategic Integration, Climate Vulnerability	2868 Prospect Park Drive, Suite 400 Rancho Cordova, CA 95670 (916) 631-4573 kasante@geiconsultants.com
Mark Freitas	Senior Consultant - Grade 8	Engineering Feasibility	180 Grand Ave., Suite 1410 Oakland, CA 94612 (510) 350-2906 mfreitas@peiconsultants.com

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

Firm	Project Role	Contact Information
Balance Hydrologics, Inc.	Strategic Integration, Engineering Feasibility, Modeling	Shawn Chartrand Balance Hydrologics, Inc. 800 Bancroft Way, Suite 101 Berkeley, CA 94710 (510) 704-1000 schartrand@balancehydro.com
Convey Inc.	Strategic Integration, Stakeholder partnerships, messaging, communication	Sybil E. Hatch 5901 Christie Ave., Suite 405 Emeryville, CA 94608 (510) 558-8825 x101 s.hatch@conveyinc.com
Stillwater Sciences Inc.	Strategic Integration, Ecosystem Processes, Habitat Restoration,	Bruce Orr 2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705 (510) 848-8098 x111 bruce@stillwatersci.com