AMENDMENT NO. 2 TO AGREEMENT A3901G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND HDR ENGINEERING INCORPORATED

This Amendment No. 2 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement No. A3901G (Agreement) dated September 22, 2015 as amended by Amendment No.1 dated February 17, 2017, between SANTA CLARA VALLEY WATER DISTRICT (District) and HDR ENGINEERING INCORPORATED (Consultant), collectively, the Parties.

RECITALS

WHEREAS, Consultant is currently performing project management services for the Expedited Purified Water Program (Program); and

WHEREAS, the Agreement currently expires on March 31, 2018; and

WHEREAS, based on recently-completed preliminary engineering studies, the District's staff-recommended Phase 1 Project (Project) for the Program has been identified as an up to 24,000 acre-feet per year (AFY) purification facility adjacent to the existing Silicon Valley Advanced Water Purification Center, and a purified water conveyance pipeline to the Los Gatos Recharge Ponds for indirect potable reuse; and

WHEREAS, the Parties desire to amend the Agreement to revise Consultant's scope of services to add support for implementation of the Program through the Public/Private Partnership project delivery method (P3) procurement phase including assisting the District in negotiating the necessary agreements with the City of San Jose to implement the Program and construct projects such as those pertaining to source wastewater, land rights to locate the new purification facility and pump station; management of reverse osmosis (RO) concentrate; and completion of the CEQA/NEPA and permitting process for the Phase 1 Project (Project); and

WHEREAS, the Parties desire to amend the Agreement to extend its term to provide time for the Consultant to perform additional services; to increase the Agreement total not-to-exceed amount to provide for compensation for Consultant to perform the additional services; and to modify the schedule to allow time for Consultant's performance of the additional services.

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

1. Revised Appendix One, Scope of Services, is amended as stated in Revised Appendix One, Scope of Services, and incorporated herein by this reference.

2. Attachment One to Revised Appendix One, Consultant's Key Staff and Subconsultants, is amended as stated in Revised Attachment One to Revised Appendix One, Consultant's Key Staff and Subonsultant's, and incorporated herein by this reference.

3. Attachment Two to Revised Appendix One, Dispute Resolution, is amended as stated in Revised Attachment Two to Revised Appendix One, Dispute Resolution, and incorporated herein by this reference.

4. Attachment Three to Revised Appendix One, Task Order Template, is amended as stated in Revised Attachment Three to Revised Appendix One, Task Order Template, and incorporated herein by this reference.

5. Attachment Four to Revised Appendix One, QEMS Fact Sheet, is amended as stated in Revised Attachment Four to Revised Appendix One, QEMS Fact Sheet, and incorporated herein by this reference.

6. Revised Appendix Two, Fees and Payments, is amended as stated in Revised Appendix Two, Fees and Payments, and incorporated herein by this reference.

7. Revised Appendix Three, Schedule of Completion, is amended as stated in Revised Appendix Three, Schedule of Completion and incorporated herein by this reference.

8. All other terms and conditions of Agreement A3901G, Amendment No.1, not 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. 2 TO AGREEMENT NO. A3901G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

By: _____
Richard P. Santos
Chair/Board of Directors

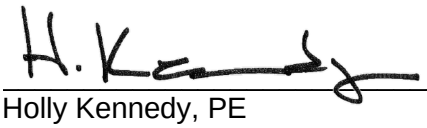
Date: _____

ATTEST:

Michele King, CMC
Clerk/Board of Directors

Date: _____

HDR ENGINEERING INCORPORATED
"Consultant"

By: 
Holly Kennedy, PE
Vice President

Date: 2/28/2018

Firm Address:

100 Pringle Avenue, Suite 400
Walnut Creek, CA 94596

AMENDMENT NO. 2 TO AGREEMENT A3901G

REVISED APPENDIX ONE
SCOPE OF SERVICES

This Revised Appendix describes the tasks to be undertaken by the Consultant to perform Program Management Services for implementation of the Purified Water Program's (Program) Phase 1 Project (Project), defined below, and further development of the Program, as necessary.

I. PROGRAM OVERVIEW (REVISED)

A. In response to the extended drought, declining groundwater levels and the long-term water resources strategy, the District is implementing its first potable reuse project (Project) as part of the Purified Water Program. This Project will produce highly purified water that will be conveyed to groundwater recharge ponds and/or injection wells.

B. Major components currently planned for the Program include:

1. Expanding advanced water treatment facilities adjacent to the existing Silicon Valley Advanced Water Purification Center (SVAWPC):

2. Conveyance pipelines and pump stations;

3. Injection wells;

4. Modifications at the Los Gatos Recharge Ponds to incorporate recharge of purified water; and

5. Management of reverse osmosis (RO) concentrate and other residuals from the purification process.

C. Based on recently-completed preliminary engineering studies, District staff has recommended a Phase 1 Project (Project) for the Program that would construct an up to 24,000 acre-feet per year (AFY) purification facility adjacent to the existing Silicon Valley Advanced Water Purification Center and a purified water conveyance pipeline to the Los Gatos Recharge Ponds for indirect potable reuse.

D. As of December 12, 2017, the District plans to initiate the procurement of Public-Private Partnership (P3) services for the above-described Program components.

E. To provide Program Management services for both the P3 procurement process and parallel efforts to attain key Project milestones, the District identified a variety of tasks for a Program Manager to conduct in the Project's procurement phase.

1. Tasks included in this Revised Scope of Services are described in detail in this Article. The task structure established for the original Agreement and Amendment No. 1 has been revised. As shown in the Revised Task Description table, certain tasks have been renamed and new tasks have

been added. Some existing tasks have been modified as well as renamed.

2. As of the effective date of this Amendment No. 2, all prior tasks shall be closed and new tasks and numbering as shown in the Revised Task Description table will be implemented. Unspent funds remaining in prior tasks shall be redistributed among new tasks based on the task breakdown presented in Revised Appendix Two, Fees and Payments.

REVISED TASK DESCRIPTIONS

Original Agreement through Amendment No. 1		Amendment No. 2	
Task	**Description**	**Task**	**Description**
1	Fast Start Activities	1	Fast Start Activities (COMPLETED)
2	Core Program Management Activities	2	Project Management (RENAMED AND REVISED)
3	Early Value Engineering	3	Early Value Engineering (COMPLETED)
4	Environmental and Permitting Planning	4	Environmental and Permitting (RENAMED AND REVISED)
5	Provide Support for Public-Private Partnership (P3) Procurement	5	Provide Support for Public-Private Partnership (P3) Procurement (REVISED)
6	Support Workforce Development	6	Support Workforce Development (REVISED)
7	Supplemental Services	7	Supplemental Services (REVISED)
		8	Development of Performance Requirements (NEW)

F. Each task is described in detail below. This scope of services is expected to support the District's Program implementation through the Project's P3 procurement phase, and encompasses in parallel, negotiation of all necessary agreements with the City of San Jose for source wastewater; land for the new purification facility and pump station; management of RO concentrate; and completion of the California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) and permitting process for this first Project.

G. Pending successful completion of this scope of services, the District may elect to amend this scope of services to continue provision of program management services through the design, construction, and start-up phases of the Project.

AMENDMENT NO. 2 TO AGREEMENT A3901G

REVISED APPENDIX ONE
SCOPE OF SERVICES

II. GENERAL ASSUMPTIONS (REVISED)

A. Consultant Scope Assumptions

1. The Consultant will provide procedures for project management including, but not limited to, those pertaining to Program implementation, P3 procurement, and environmental review and documentation and permitting, all of which are well-developed and only require limited modifications.

2. The Consultant will provide deliverables only in electronic format (native format and pdf), unless an alternative is specifically identified in the scope of work below.

B. District Responsibilities

1. The District will establish a Project Management Office (PMO) with physical space located at the District's facilities to enable improved integration of Consultant and District personnel.

2. The District will keep Consultant fully informed of critical communications and scheduled meetings relevant to the Program.

3. The District will make key staff available for consultation as requested by Consultant.

4. The District will provide project management services for current consulting contracts pertaining to the Program including monitoring progress, approval of invoices, and review of deliverables.

5. The District will provide logistical support for the Consultant including office space, meeting rooms, phone and computer equipment, and administrative support, as needed.

6. The District will provide document reproduction services as needed.

III. PROGRAM IMPLEMENTATION SCOPE OF SERVICES (REVISED)

The description of tasks below and their associated level of effort and cost are based on the current understanding of work. The tasks may be modified, as necessary, to reflect changing Program needs. Therefore, allocations in the Agreement Not-to-Exceed Fee for discrete tasks are estimates only.

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REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 1—Fast Start Activities (COMPLETED)

Task 2—Project Management (RENAMED AND REVISED)

The goal of Task 2 is to coordinate and assist in the P3 procurement effort and support the District's effort to achieve other key Program milestones.

2.1—Review and Update the Risk Management Plan (RMP)

A. On a monthly basis, Consultant will conduct a formal review of the RMP. Most of these reviews will be in person at the District's office supported by a risk analyst from Consultant's firm by phone. On a quarterly basis, the risk analyst will facilitate the risk assessment meeting in-person to discuss issues in more detail. Monthly meetings and follow up assessments will focus on characterizing risks related to programmatic strategic decisions (to be defined).

B. Risk assessments will be referenced to support decisions regarding procurement strategies and packaging, delivery mechanisms, third party discussions, and Project implementation.

C. After two risk meetings, finalize procedures, roles and responsibilities, and initial risks from the draft RMP in the Final RMP.

D. Develop a risk management planning tool (RMP Tool) to track information about risks. The risk management planning tool will include mitigation strategies and contingency planning. It is expected that the Program team will use the risk planning tool to develop and document contingency plans for high priority risks. Consultant will facilitate a risk workshop to be attended by District's staff and consultants to review and finalize preliminary risk allocations and cost estimates. The risk workshop results will also refine the risk allocations to be included in the P3 Agreement.

Deliverables:

1. Agenda and pre-meeting materials
2. Summary of discussion for each meeting
3. Final RMP
4. RMP Tool

2.2—Facilitate Integration of Various Program Consultants' Work

Facilitate integration of various Program consultants' deliverables and findings (i.e., RO Concentrate Management and Countywide Master Plan) into the P3 RFP development and addenda. Tasks in the facilitation and integration will include:

1. Update integrated Program schedule and interconnections;

2. Participate in Program workshops;

3. Review of all deliverables and provide feedback to the District's P3 Team (DP3 Team) as to necessary P3 RFP input.

4. Perform independent assessment of cost estimates for any proposed facilities.

Deliverable:

1. Documentation of key issues, comments on deliverables, guidance to Project team regarding P3 RFP requirements and independent cost estimate.

2.3—Support Stakeholder Engagement

Provide support to engage with the Board, City of San Jose staff, water retailers, regulatory agencies, public groups and other stakeholders. Provide information, facilitate deliberation, and develop agreements.

Deliverable:

1. Documentation of all stakeholder contacts and key discussion points on a weekly basis.

2.4—Manage Data

Generate data requests and track data, including date received, contents, and format. Maintain Project files in electronic format according to structure defined by PMP.

Deliverable:

1. Report on activities in key discussion points on a weekly basis.

2.5—Attend District Meetings

Attend meetings and workshops as directed by District staff.

Deliverable:

1. Report on activities in key discussion points on a weekly basis.

2.6—Prepare Monthly Program Progress Reports

Consultant will prepare Monthly Program Progress Reports that document work completed by the District and Consultant. The report will summarize risk status (Top 5—schedule and cost); critical decisions for the next period; issues, concerns, and potential actions;

upcoming meetings, workshops, and events; and changes to the Program baseline schedule.

Deliverable:

1. Monthly Program Progress Reports

2.7—Conduct Status Reporting

A. The Consultant shall hold monthly progress meetings at the District's Headquarters Office (5700 Almaden Expressway, San Jose, CA 95118) to inform the District of the Consultant's progress in completing the Scope of Services and the Consultant's future efforts in completing the Scope of Services. At least one week prior to the meetings, Consultant shall prepare and distribute the agenda to the District in electronic format. At each progress meeting, Consultant shall prepare and provide a Monthly Program Management Progress Report which focuses on the Consultant's project management work that coincides with the monthly invoice period.

B. Following each progress meeting, Consultant shall prepare and submit a draft electronic copy of meeting summary notes to the District's Project Manager for review and comment. Consultant shall incorporate review comments and shall submit final meeting notes to the District's Project Manager.

C. Progress reports shall include all of the following:

1. **Progress Statement.** This shall confirm, in writing, whether or not the Scope of Services are on schedule and whether each task is on track to be completed within the not-to-exceed fee for that task. In addition, the Progress Statement will summarize problems, if any, that may impact Consultant's ability to satisfy the requirements of the Agreement.

2. **Fees Incurred vs. Services Completed.** For each task, Consultant will state the percentage of services performed versus the percentage of Agreement not-to-exceed fees incurred for such task, and will provide an explanation of any significant variances in percentage of services performed compared to percentage of fees incurred.

3. **Scope Update.** Consultant will prepare a narrative that summarizes overall progress in completing the Scope of Services, including accomplishments such as milestones and deliverables completed, the Tasks and Subtasks that were actively performed during the reporting period, anticipated work for the next month, issues encountered or anticipated, the Tasks that have not been started as planned or will be completed later than planned and proposed, explanations for any major variances to complete each Task within the not-to-exceed fee assigned to that task, and a plan for recovering

any reported delay or bringing anticipated cost variances into alignment with the agreed upon not-to-exceed fee.

4. **Fee Update.** The fee update will show the current period and accumulated fees to date on a Subtask and Task basis, the not-to-exceed fee for each Task, the Agreement total not-to-exceed fee, the estimated cost to complete the Scope of Services, and a comparison of the latter two to show any variation. The fee update will identify cost issues and measures to be taken to remedy issues.

5. **Schedule Update.** This will include a four-week look-ahead schedule that will encompass work for the next reporting period and will address any changes to the Schedule of Completion shown in Appendix 3. This update will compare the actual progress to the adopted baseline schedule, include analysis of critical tasks to identify potential delays, include methods to bring or accelerate these critical tasks to bring the overall project in conformance with the Baseline Schedule, and reconcile scope and cost changes that impact schedule. This update will also include explanations for any changes and resulting impacts to the project schedule. This schedule update will also include approved and forecasted milestone dates.

6. **Decision Log.** Consultant will maintain a record of all decisions made during the course of the Agreement. For each decision, the log will include the date(s), key factors discussed, the decision made, and impacts, if any, on scope, schedule, and fees. The Decision Log will be updated by the Consultant prior to the progress meetings and will be used for discussion purposes.

7. Any changes in Consultant's key staff assigned to the Agreement to ensure the timely completion, execution and submission of Form 700 per Revised Appendix One, Scope of Services, Article IV. Additional Terms and Conditions, paragraph G. CALIFORNIA FAIR POLITICAL PRACTICES COMMISION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700").

Deliverables:

1. Meeting Agenda
2. Monthly Project Management Progress Reports
3. Draft and final meeting summaries

2.8—Develop the Program Management Organizational Structure

Develop a functional organizational chart for Program implementation, perform assessment of District staff, and identify a strategy to fully leverage the experience, talent, and availability of key District staff. Define the organizational structure and identify project

team staffing requirements. Continue to update/modify the functional organizational chart to support Program implementation needs, including roles and responsibilities based on District resource and staffing requirements, and Consultant resource utilization.

Deliverables:

1. Assessment of available District staff, capabilities and preferred roles
2. Functional organizational chart and positional roles and responsibilities

2.9—Develop the Program Management Plan (PMP)

Through a series of meetings, develop the PMP to integrate and consolidate all Program management policies and procedures, including:

A. Internal Communication Plan. Establish communication procedures between the Consultant and District staff, and coordinate with District's communication unit to develop communications plans for the Board of Directors (Board) and external stakeholders.

B. Program Management Procedures. Validate, and modify as necessary, procedures for milestone criteria and review procedures, schedule and cost monitoring and reporting procedures, and Program status reporting. Review program management, change management, QA/QC, performance monitoring and status reporting procedures for applicability to the Program. Identify changes and/or enhancements to existing procedures for adoption by and use in the Program.

C. Change Management Plan. Validate, and modify as necessary, a plan that establishes change identification, communication, documentation, tracking and resolution procedures, delegated authority levels, and change escalation procedures.

D. Decision-Making and Issue Resolution. Validate, and modify as necessary, decision-making and issue resolution procedures and guidelines, by defining the structure and procedure for decision making, establishing a decision escalation chart, and establishing escalation procedures. Document all major decisions and track using a decision log process. prepare the level of authority matrix to outline district staff and Consultant authority in decision-making and change approvals. Develop processes that define issue identification, management, tracking, and resolution, along with designated district staff and Consultant resolution authorities.

E. Stakeholder Outreach and Engagement Procedures. Confirm stakeholders and develop procedures for stakeholder outreach and engagement. Discuss need for stakeholder database.

F. Cost Management Procedures. Validate, and modify as necessary, cost estimating and budgeting preparation guidelines, cost tracking and reporting processes, and budget change management procedures.

G. Resource Management Plan. Develop Program management office staff planning criteria, budgeting, and approval guidelines; resource monitoring procedures; and performance management.

H. Administrative Procedures. Develop correspondence formatting, tracking and logging procedures; filing system standards; meeting agenda and minutes preparation procedures; and invoice preparation and review procedures.

I. Document Management. Follow the District's existing document management (DM) system as established in QEMS including filing systems for documents, records archives, and photography.

J. P3 Procurement Schedule. Develop a detailed schedule that includes critical milestones for the procurement of the P3 entity. This will include tasks that the District may undertake in parallel with the procurement (e.g., supplementary geotechnical work, row acquisition, permitting, etc.).

Deliverables:

1. Agenda and pre-meeting materials
2. Summary for each meeting
3. Draft and final PMP sections corresponding to the subtasks above

Task 3—Early Value Engineering (COMPLETED)

Task 4—Environmental and Permitting (RENAMED AND REVISED)

The goal of Task 4 is to manage the work of the CEQA/Permitting Consultant and to provide strategic assistance for maintaining the Program schedule through CEQA/NEPA and the permitting process.

4.1—Lead CEQA and Permitting Efforts

A. In coordination with District staff, lead the CEQA/NEPA process and work with the environmental consultant to refine their scope of services to reflect changes that have occurred since the environmental consultant was selected. Assist District staff with negotiating a Scope of Services and interface between the District's Program staff and environmental consultant.

B. Identify data requirements for the environmental process and coordinate with the Program team to obtain information and communicate information efficiently to the environmental consultant. Provide strategic guidance to the District's

environmental services consultant for the delivery of the CEQA and applicable NEPA documents. Manage the environmental consultant's work through regular reviews, monthly progress meetings and monthly invoice review.

C. Meet with the DP3 Team and others monthly to discuss progress, changes in Project, schedule and other management issues. Consultant will:

1. Establish specific performance schedule for environmental consultant.

2. Incorporate the performance schedule into the overall Program Schedule.

3. Monitor the environmental consultant's progress for adherence to that schedule.

Deliverables:

1. Meeting agenda and action item updates.
2. Monthly invoice analysis and recommendations (up to 36).
3. Information lists to environmental consultant for developing Project descriptions.
4. Input to monthly status reports (subtasks 2.8 Develop the Program Management Organizational Structure and 2.9 Develop the Program Management Plan).

4.2—Prepare CEQA/NEPA Strategy/Schedule

A. Consultant will prepare the CEQA/NEPA strategy in coordination with the environmental consultant to identify the anticipated level of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation required, including, but not limited to, the following:

1. Initial Study

2. Notice of Preparation

3. Scoping Meeting

4. Administrative Draft Environmental Impact Report

5. Draft Environmental Impact Report for public review

6. Final Environmental Impact Report

B. Consultant will provide strategic guidance for NEPA process. HDR will coordinate with applicable federal lead agencies, determine applicable level NEPA, work with environmental consultant with the development of level of effort to deliver the NEPA process. Due to uncertainty related to the federal Lead Agency and the type of NEPA process, scope is based upon an assumption that a CEQA-Plus process will be conducted.

Deliverable:

1. Draft and Final TM documenting the CEQA/NEPA strategy prepared by the environmental consultant.

4.3—Develop a Permitting Plan

Based on the recommended facilities and in consultation with the environmental consultant, the Consultant will develop a permitting plan that will identify the required Federal, State, and local permits required for the Project. For each required permit, the Consultant will identify the agency contact information, permit application requirements, and lead times. Consultant will include the required permits in the Program schedule.

Deliverable*:*

1. Draft and Final Permitting Plan

4.4—Coordination with DP3 Team

During the preparation of the environmental document, the Consultant will coordinate the CEQA/NEPA process, working with the DP3 Team to provide Project descriptions, technical memoranda, interim draft sections and other materials in a timely manner. Set up biweekly telephone conference calls to address data needs and assumptions on Project descriptions between the DP3 Team and the environmental consultant.

Deliverables:

1. Meeting notes for up to 40 meetings with Action Item tracking.

4.5—Quality Assurance / Quality Control

Review environmental documents for technical adequacy for CEQA. Assimilate comments from the District and coordinate with District staff regarding any potential conflicting comments.

Deliverables:

1. Create and maintain comment status log for all submittals.

4.6—Coordination with Regulatory Agencies

Attend up to 10 meetings with environmental regulatory agencies. Discuss regulatory permits, data requirements, schedules for permitting, and other relevant issues with the goal of streamlining the permitting process.

Deliverables:

1. Draft meeting agendas for each meeting.
2. Meeting notes for each meeting.

Task 5—Provide Support for Public-Private Partnership (P3) Procurement (REVISED)

The purpose of this task is to provide support for the procurement of the P3 entity. This will include the following sub-tasks:

5.1—Kick-off Meeting with the DP3 Team

Facilitate two half-day meetings with DP3 Team and District's consultants to discuss general items related to anticipated scope and contract terms. The schedule for procurement and roles and responsibilities will also be discussed. Prepare for and conduct additional meetings as needed.

Deliverables:

1. Draft and final agenda.
2. Meeting summary including action items.

5.2—Develop the Quality Assurance/Quality Control Plan

Develop a Program-specific quality assurance/quality control (QA/QC) Plan. The QA/QC Plan will identify QA processes to monitor QC implementation and pre-scheduled and/or random QA audits, and will identify QC activities during the planning, design and construction phases of the Project. Conduct a meeting to review.

Deliverables:

1. Draft QA/QC Plan.
2. Summary of modifications from review meeting.
3. Final QA/QC Plan.

5.3—Request for Proposals (RFP) Development

The Consultant will prepare and review various elements of the RFP. This will include:

A. Prepare Draft Scope Overview. The Consultant will support the preparation of a high level draft scope of services and supply for the P3 entity. The scope is intended to identify the services and supply to be provided by the P3 entity, and will be based on the developed performance requirements.

B. Support Development of Term Sheet for P3 Agreement. The Consultant will work with the District's consultants working under separate contract to identify and

consider terms that may be included in an eventual P3 agreement. The term sheet will identify key risks and the allocation of those risks will be made during the risk workshop. This term sheet will be the basis of the P3 agreement to be drafted at a later time.

C. Prepare Draft Technical Provisions. The Consultant will prepare technical provisions identifying applicable criteria for contract performance. Criteria may include, but not be limited to: requirements for performance and/or materials, level of service, reliability, construction of improvements to existing systems, environmental compliance for operation and discharges, and owner coordination. The draft technical provisions will be developed on the basis of the draft scope document and developed performance requirements.

D. Prepare Draft Instructions to Proposers (ITP). The Consultant will support preparation of preliminary Instructions to Proposers which will be part of the draft RFP.

E. Assemble Components of Draft RFP. The Consultant will collect comments from District, financial/legal consultants and other District consultants and incorporate them into final drafts of scope, term sheet, technical provisions and ITP to place on a District website for industry review.

F. Assemble Reference Information Documents: Draft technical background documents will be assembled for the draft RFP.

G. Assist in Preparation of Draft P3 Agreements (e.g., Development Period Agreement, Water Services Agreement) based on Draft Term Sheet: The Consultant will assist in preparing draft P3 agreements based on the final term sheet and accepted comments or issues raised at the pre-submittal conference.

H. Identify Applicable Standard Provisions: The Consultant will coordinate with District staff to determine which sections of the District's Standard Provisions should apply to the work of the construction contractor and these will be referenced in the technical provisions.

I. Assemble Draft RFP Package and Distribute to Shortlisted P3 Respondents: The Consultant will assemble the latest scope, draft P3 agreements, technical provisions and ITP, and will place those documents on the District website to allow review by shortlisted P3 respondents.

Deliverables:

1. Draft sections of scope overview, technical provisions, ITP, technical references and Standard Provisions.
2. Draft RFP package

5.4—One-on-One Meetings with Shortlisted P3 Respondents

It is assumed there will be three shortlisted teams and that up to 3 one-day meetings will be held with each team. Consultant will attend each meeting to assist in responding to technical questions and to take notes on questions raised and issues discussed.

Deliverable:

1. Draft and final meeting notes.

5.5—Summarize Suggested Changes to Draft RFP Package

Following the one-on-one meetings, the Consultant will evaluate issues raised and alternative suggested wording from the shortlisted teams. The Consultant will recommend changes to the documents based on this analysis in an effort to make the procurement as competitive as possible and still protect the interests of the District.

Deliverable:

1. Draft and Final recommended changes to documents.

5.6—Finalize All RFP Documents and Publish RFP

The Consultant will incorporate comments received from District staff, financial/legal consultants and other District consultants to produce a final set of documents for the RFP.

Deliverable:

1. Final set of RFP documents for publication.

5.7—Respond to Questions from Proposers

It is assumed that there will be an eight-week period in which proposers can ask questions for clarification of the RFP documents. (No questions are allowed in the last two weeks before the proposals are due.) During this eight-week period, Consultant will be available to assist District staff in responding to questions. In addition, initial concept proposals may be required from respondents early in the RFP process. If so, Consultant will perform technical analysis of initial concepts and provide feedback to District.

Deliverables:

1. Draft and final responses to questions.
2. Technical analysis of initial concepts.

5.8—Prepare Any Addenda Necessary During the Proposal Period

Provide technical services needed to prepare Addenda and correspondence to respond to requests for information (RFIs) and requests for clarification (RFCs).

Deliverable:

1. Draft and final responses to RFIs and RFCs.

5.9—Prepare Evaluation Matrix and Meet with Evaluators

Assist as requested in support of the evaluation and ranking of technical and price proposals. Determine if proposals received are responsive and meet the requirements of the RFP. Prepare evaluation matrix and meet with evaluators. Consultant will conduct technical analysis of alternative proposals.

Deliverables:

1. Draft and final matrix with guidelines for evaluating the technical proposal and the cost proposal.

2. Draft and final agenda for workshop with the District selection panelists to review the processes.

5.10—Negotiate the Final P3 Agreements

The Consultant will assist the District in negotiations with the selected proposer as requested.

5.11—Assist DP3 Team with Financial Closure

As needed, provide technical review and analysis required for facilitating financial closure.

Task 6—Support Workforce Development (REVISED)

Support the District's Workforce Development efforts by providing direct training on Project Management to District staff through day-to-day interactions with the Consultant team, noon-time seminars, workshop debriefs, and Project management tool development and implementation. A special focus of the training will be case studies in P3 procurements and contract administration.

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Deliverable:

1. Agendas for noon-time seminars, workshop debriefs, and meetings on project management tool development and implementation.

Task 7—Supplemental Services (REVISED)

A. The District may require and Consultant will perform Supplemental Services on an as-needed basis.

B. Prior to performing any Supplemental Service, the Consultant must obtain written authorization in the form of a Task Order (see Revised Appendix One, Section IV, Additional Terms and Conditions, Subsection E) approved by the District's Water Utility Capital Division Deputy Operating Officer. Written authorization will state the agreed upon scope of services requested, the classifications of staff performing the Supplemental Services, associated not-to-exceed fees, and schedule.

C. Details of the specific scope, deliverable, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.

D. The Supplemental Services Task Order fees will not be exceeded by the Consultant without the prior written authorization from the District.

E. The Consultant will perform additional services necessary to fulfill the project objectives stated herein. This may include but not be limited to the following:

7.1—Facilitate Response to Emerging Issues

Convene experts to respond to and/or support discussions regarding regulatory changes, new technical issues, uncovered constraints, critical negotiations, etc.

7.2—Provide On-Call Technical Assistance

Provide for special studies and investigations.

7.3—Oversight of Vendor Pilot Program

Establish performance criteria for the treatment train. Develop piloting program for conducting and administering piloting activities necessary for proper process equipment selection. A detailed piloting protocol will be developed and submitted to the District for approval. The Consultant will provide a data assessment of all piloting efforts and will coordinate with testing vendors, District staff, and respondents to acquire, install, remove, test and facilitate all piloting.

7.4—Coordinate with Applicable Agencies during the NEPA Process

Data needs, level of analysis and regulatory needs from the agencies will be identified during the consultation. Interim deliverable could be provided to the agencies for verification.

7.5—Geotechnical Report – Plant Site

Oversee a geotechnical exploration of the advanced water purification facility site and development of a geotechnical report that will be given for information purposes to P3 respondents.

7.6—Utility Study – Plant Site

Review existing utility locations at the advanced water purification facility site; identify necessary utilities for new facility; develop a plan for relocating utilities, as needed at the advanced water purification facility site. Compile relevant utility information for P3 proposers and recommend an allowance for utility potholing. Work with P3 respondents to identify areas where more geotechnical information is needed for proposals.

7.7—Geotechnical Report – Conveyance

Utilize information presented in the Conveyance Pipeline Facilities Preliminary Geotechnical Review (RMC/CDM, November 2015) to select areas along the pipeline alignments for field confirmation. The geotechnical constraints to be confirmed are:

1. Groundwater depth which will significantly impact the construction difficulty;

2. Potential for excessive settlement that could impact the pipeline performance over time.

7.8—Utility Study—Conveyance

Previous work to date has not included utility elevation data during the alignment selection. Some areas along the staff-recommended alignment include large gravity utilities with numerous additional utilities above them. These conditions could result in significant additional cost to construct if the utility elevations do not allow for traditional excavation. This task includes a more detailed utility investigation to determine elevation data for gravity utilities in areas of significant utility congestion. The preliminary alignment drawings prepared during the planning effort will be used to identify areas for additional investigation.

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7.9—Additional Services

The Consultant will provide additional quantities of previously identified services as requested by District. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 1 through 6 and Task 8 as Task 7 Supplemental Services, to include but not be limited to:

7.9.1—Additional meetings;

7.9.2—Additional time allotted for meetings;

7.9.3—Additional status/progress reports;

7.9.4—Additional telephone conference calls;

7.9.5—Additional pages or copies of technical memorandums, plans, reports, drawings and specifications; and

7.9.6—Additional public outreach visual materials.

Task 8—Development of Performance Requirements (NEW)

Obtain and provide information for draft RFP development (Task 5.3 Request for Proposals Development).

Task 8.1—Technical Support Documents for Expansion of Silicon Valley Advanced Water Purification Center (SVAWPC)

8.1.1—Technical Documents

A. Consultant will provide background technical documents that define the Project and set the performance requirements of the Project. These documents will serve as a basis for Project descriptions in environmental review documents (i.e., CEQA). This task includes any conceptual drawings needed to define the Project. The Consultant will assist with development of technical data for the draft EIR and appendices.

1. Coordinate with District Operations staff to develop a specification for the process instrumentation and control system, including detailed integration and control descriptions.

2. Incorporate procedures for coordinating with District staff and Operations regarding tie-ins, shutdowns, testing, integrating electrical and control system during construction, start-up, and demonstration testing.

3. Develop a standard for the electrical and mechanical reliability and redundancy of systems throughout the SVAWPC.

4. Develop a standard for updating single-line diagrams, record drawings, and design files.

5. Schedule and lead constructability review discussions regarding the unit process design criteria and preliminary drawings.

6. Coordinate with District staff to identify all required construction and operation permits.

7. Research and modify standard construction details and specifications from past District projects for use as minimum reference standards for the balance of plant work.

8. Coordinate with the City of San Jose and District to obtain latest water quality information to get a better understanding of the source water.

9. Provide performance design criteria that establish ranges of acceptable alternatives. Provide the following drawings to be used as a benchmark for comparison (and for a benchmark cost estimate):

    a. 10% Process Flow Diagram

    b. 10% Mechanical System Design

    c. 30% Piping and Instrumentation Design

    d. 10% Electrical and Process Control System

    e. 10% Structural and Geotechnical Design

Deliverables:

1. Background technical documents describing the treatment facilities developed as part of the baseline Project and the performance requirements.
2. Technical analysis supporting draft EIR development.
3. Supplementary water quality data.

8.1.2—Reverse Osmosis (RO) Concentrate Management Plan

Provide information on RO concentrate management alternatives to be considered. Establish assumptions that are to serve as the basis of the proposals by P3 entities. Any changes to assumptions will be altered via addenda.

Deliverables:

1. Description of alternatives for consideration by P3 entities.
2. Performance requirements for RO concentrate management.

8.1.3—Schedule from Financial Close to Start of Operations

A. Consultant will develop, with input from District staff, a detailed Project baseline schedule that will include all the critical milestones in meeting the P3 schedule requirements. This will serve as a benchmark to evaluate the P3 proposals which will include a schedule requirement for delivery of treated water (which is the contractual basis for assessment of liquidated damages).

B. The Project schedule is to demonstrate all activities required to deliver the Project in accordance with its objectives, goals, and milestones. It will also show the critical path of the schedule, available float, preceding and successor activities, activities remaining durations, percent complete, and percent progressed.

C. The Consultant will apply all changes in forecast dates, reflected throughout the schedule. The schedule will be updated on a regular basis, the frequency of which (generally agreed upon based on risk and visibility) will be at least monthly. Once the baseline schedule is developed and accepted by the Program team, periodic Project reviews, updates and monitoring of the schedule can and will be done so that progress can measured against this accepted baseline schedule.

Deliverables:

1. Baseline schedule.
2. Monthly schedule updates.

8.1.4—Cost Estimate

Verify preliminary engineering cost estimates for treatment facility developed by RMC/Woodard & Curran in the draft Program Plan Report (November 2017).

Deliverables:

1. Updated cost estimates noting factors impacting changes.

Task 8.2—Development of Performance Requirements for Pipeline

8.2.1—Supporting Technical Documents

A. Provide technical support documents defining the pipeline portion of the Project in terms of District design standards and preferences.

B. Establish the performance requirements of the Project. The requirements will be used in the pipeline design to maintain optimal system performance and long-term viability of the conveyance system. The benchmark alignment (preferred alignment selected during the planning effort) will be presented as the primary option, but alternate study alignments will be allowed for inclusion in the Project if the designer can demonstrate cost and performance improvements associated with the alternate routes. It is anticipated that the proposers will be allowed to select alignments outside the study area but will be responsible for all impacts including:

1. Environmental effort required to amend documents for the revised alignment

2. Demonstration of cost effectiveness for alternate routes over the life cycle of the facilities

3. Compliance with the Project performance criteria

4. Adherence to the Project schedule and demonstration of how the schedule impacts due to the alignment revisions will be mitigated

C. The technical documents will serve as the basis for environmental reviews such as the CEQA environmental process. This task includes any alignment drawings needed to define the Project.

D. Assist with development of technical data for draft EIR and appendices.

Deliverables:

1. Background technical documents describing the conveyance elements developed as part of the baseline Project and the performance requirements.

2. Technical analysis supporting draft EIR development.

8.2.2—Project Schedule - Pipeline

Provide input for pipeline design, permitting, construction and testing to be used in Task 8.1.3 Schedule for Financial Close to Start of Operations.

Deliverables:

1. Inputs to overall baseline schedule.
2. Monthly inputs for overall schedule updates.

8.2.3—Cost Estimate

Verify preliminary engineering cost estimates for pipeline developed by RMC/Woodard & Curran in the draft Program Plan Report (November 2017).

Deliverables:

1. Updated cost estimates noting factors impacting changes.

IV. ADDITIONAL TERMS AND CONDITIONS (REVISED)

A. Consultant as Independent Contractor

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

2. The expertise and experience of Consultant are material considerations for District's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without prior written consent of District, in the form of an Amendment executed by both Parties, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of moneys due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of the District.

B. Consultant's General Responsibilities

1. Standard of Care

a. Consultant and its subconsultants must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.

b. Consultant and its subconsultants must perform services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements.

2. Unless the requirements for the Scope of Services described in this Agreement are specifically modified in writing, Consultant must provide its services and deliverables as required.

3. The Consultant shall provide staff designated in Revised Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant may be approved at the administrative staff level by the District Representative.

C. Confidentiality

1. Due to the nature of the services the Consultant will provide under the Agreement, there may be disclosure to the Consultant of detailed information about the District's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.

2. The Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately. In the event the Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of the Consultant's employees, its subcontractors, and its subconsultants authorized by the District to have the information.

3. Consultant will notify the District's Project Manager immediately of any request by any third party to have access to the information, and will not disclose the requested information without first receiving express written authorization from the District's Project Manager. The requirements of this section will survive completion, termination, suspension, and expiration of the Agreement.

D. Program Management

1. The Program Manager for the District is Katherine Oven, Deputy Operating Officer.

2. The Program Manager for Consultant is as indicated in Revised Attachment One of this Revised Appendix One.

3. The District's Program Manager or his designee is the only person authorized to accept Consultant's deliverables on behalf of the District.

E. Task Orders

1. Supplemental Services will be assigned to the Consultant through issuance of Task Orders. After Supplemental Services to be performed under this Agreement are identified and communicated to Consultant by

the District Program Manager, the Consultant will prepare a proposed Task Order. The proposed Task Order must identify the following:

a. Description of the services, including deliverables;

b. The total not-to-exceed amount for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;

c. Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District Program Manager;

d. Estimated cost of each reimbursable expense, including any applicable fees;

e. Time schedule for completing the services; and

f. Copies of applicable state, federal, and local permits required to complete the services, unless previously provided to the District Program Manager.

2. The Consultant agrees that the not-to-exceed amount specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by authorized representatives of both Parties.

3. The Consultant must not commence performance of services on a Task Order until it has been approved by authorized representatives of both Parties and notice to proceed has been issued by the District. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by the District for an individual Task Order will not exceed the amount agreed to in the Task Order.

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F. Conflict of Interest

1. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement.

2. Consultant represents that Consultant's performance under the Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.

3. Consultant will not bring to the District or use in the performance of Consultant's duties under the Agreement any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials.

4. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not act as a consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.

5. Consultant and its subconsultants, their parent companies, their subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant or its subconsultants shall not submit a proposal or perform any services under a proposal:

   (i) for any contract to be awarded for program management or design, CEQA assessment/documentation, design-build bridging document preparation, permitting, design-build, P3, construction management or the construction of any of the following projects or components thereof.

      a. Ford and Coyote Valley Facilities

      b. Conveyance Facilities

      c. Los Gatos Recharge Ponds Facilities

      d. Mid-Basin Injection Facilities

      e. Westside injection Facilities

      f. Lexington Pipeline;

(ii) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, and its subconsultants, their parent company, their subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant or its subconsultants;

(iii) for any single or sole source products/services related to the services under this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.

G. Term & Termination

This paragraph G. Term and Termination and the following paragraph H. Consultant's Compensation Upon Termination or Suspension, of Article IV. Additional Terms and Conditions, replaces the second paragraph stated in the Standard Consultant Agreement portion of this Agreement, at Section VI. CHANGES IN THE WORK.

1. Term & Automatic Termination

This Agreement encompasses all services for which Consultant is responsible to provide within the time limits and not-to-exceed amount set forth herein. Consultant will not undertake to provide services where it reasonably appears that the services cannot be provided and expenses cannot be incurred within said total compensation limit and the applicable not-to-exceed amount of any Task Order.

2. District's Rights

a. Suspension: District may, by written notice to Consultant, suspend any or all services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within ninety (90) days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice-To-Proceed or Task Order.

b. Termination for Convenience: District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in section H.,

Consultant's Compensation Upon Termination of Suspension, referenced below.

c. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within thirty (30) days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or expenses beyond the specified termination date.

d. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for District's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.

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

H. Consultant's Compensation Upon Termination or Suspension. In the event of termination of this Agreement or any Task Order, or suspension of services by District, Consultant shall receive compensation based on satisfactory performance, accepted by the District Program Manager, as follows:

1. For Direct Labor—Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Program after the date of termination.

2. For Reimbursable Expenses—Consultant shall be entitled to receive compensation for all authorized Reimbursable Expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Program after the date of termination.

3. In no event shall the total compensation paid for any item of service exceed the payment specified in the applicable Task Order for that item of service.

AMENDMENT NO. 2 TO AGREEMENT A3901G

REVISED APPENDIX ONE
SCOPE OF SERVICES

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

1. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file in a manner prescribed by the District, an Assuming Office Statement. The Assuming Office Statement shall be filed:

    a. Within thirty (30) calendar days of the effective date of this Agreement; and

    b. Within thirty (30) calendar days of Consultant hiring, adding or promoting to a designated filer position employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.

2. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by the District, an amendment to their Form 700 any time there is a change to their disclosure information.

3. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement that filed an Assuming Office Statement, shall file an Annual Statement, in a manner prescribed by the District, during the District's annual filing season as determined by the District;

4. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by the District, a Leaving Office Statement with the District when one of the following occurs:

    a. Upon termination of this Agreement; and

    b. Within thirty (30) calendar days of Consultant employees, officers, agents, subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Program, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in the District's Conflict of Interest Code).

5. Consultant understands and agrees that its employees, officers, agents, subconsultants, and subcontractors may be disqualified from providing services to the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from District's Program Manager, Consultant will have fifteen (15) calendar days to remove that employee(s), officer(s), agent(s), subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to the District.

6. Further, the failure of Consultant's employees, officers, agents, subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by the District is deemed a material breach and may result in termination of the Agreement for cause.

J. District Quality and Environmental Management System (QEMS) Fact Sheet (See Revised Attachment Four to Revised Appendix One)

As an on-site provider of services that has the potential to result in significant environmental impacts, Consultant is required to review the QEMS Fact Sheet, incorporated herein by this reference hereto, with any of the employee(s), sub-contractor(s), and/or subconsultant(s) ("Staff") performing services on behalf of the District, and make Staff aware of the District's Quality and Environmental Policy and their role and responsibility in achieving conformity with the expectations.

K. Release of Information Prohibited

The Consultant is not permitted to provide any information concerning the Program to the media nor anyone other than authorized District personnel. The Consultant will not release any information pertinent to the Project under design or construction for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from the District. Any media inquiry at any time to Consultant relating to any matter concerning services provided or requested to be provided under this Agreement will be referred immediately to the District. Consultant will not communicate with the media regarding any such matter.

L. Formation of Agreement

Formation of an Agreement between the Parties requires accomplishment of the following:

1. Execution of the Agreement by Consultant.

2. Submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents.

3. Submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable.

4. Submission by the Consultant, and acceptance by the District, of evidence of the QEMS Awareness and Training certification (See Revised Attachment Four to Revised Appendix One).

5. Submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements ("NDA") or Personal Non-Disclosure Agreements ("PNDA") documents, if applicable.

6. Submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable.

7. Any other requirements that are deemed necessary by the District.

8. Execution of the Agreement by the District.

   No contract between the Parties is formed until all eight actions items have been accomplished to the satisfaction of the District. The District will not issue a Notice-to-Proceed until all required documents have been submitted and accepted by the District, if applicable.

M. Notices

All notices will be deemed to have been given when made in writing and when delivered or mailed to the representatives of the District and the Consultant at their respective addresses as follows:

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REVISED APPENDIX ONE
SCOPE OF SERVICES

District:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118–3638
Attention: Ms. Katherine Oven, Deputy Operating Officer
Water Utility Capital Division
Telephone: (408) 630–3126
E-mail: KOven@valleywater.org

Consultant:

HDR Engineering, Inc.
100 Pringle Ave, Suite 400
Walnut Creek, CA 94596
Attention: Ms. Holly Kennedy, PE, Senior Vice President
Telephone: (925) 974-2500
E-mail: Holly.Kennedy@hdrinc.com

N. Good Neighbor

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

O. Revised Appendix One—Scope of Services Attachments

The following listed Attachments referred to herein are incorporated in this Revised Appendix One—Scope of Services as though set forth in full:

Revised Attachment One-Consultant's Key Staff and Subconsultants (REVISED)
Revised Attachment Two-Dispute Resolution (REVISED)
Revised Attachment Three-Task Order Template (REVISED)
Revised Attachment Four-QEMS Fact Sheet (REVISED)

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AMENDMENT NO. 1 TO AGREEMENT A3933A
REVISED ATTACHMENT ONE
TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

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

Name	Project Role	Contact Information
Phillippe Daniel	Program Director	phillippe.daniel@hdrinc.com
Dolly Chen	Deputy Program Manager	Dolly.Chen@hdrinc.com
John Buttz	Project Delivery Lead	John.Buttz@hdrinc.com
Jeff Lawrence	Senior Technical Lead – Pipelines	Jeff.Lawrence@hdrinc.com
Ali Hasan	Project Controls	ali.hasan@hdrinc.com
Betty Dehoney	Sr. Environmental Lead	betty.dehoney@hdrinc.com
Leslie Tice	Sr. Environmental Lead	Leslie.Tice@hdrinc.com
Christopher Behr	Risk Management	christopher.behr@hdrinc.com
Rich Stratton	Senior Technical Lead – Treatment	Rich.Stratton@hdrinc.com
Derek Gardels	Project Delivery	Derek.Gardels@hdrinc.com
Renee Anale	Controller	Renee.Anaele@hdrinc.com

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

3. Consultant Key Staff and Subconsultants

   A. Consultant's key staff and subconsultants assigned to perform Services are identified in this Revised Attachment One to Revised Appendix One, Scope of Services.

   B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District for concurrence.

   C. Consultant may utilize subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.

      1. Consultant must obtain the District's approval of all subconsultants. Upon the District's request, Consultant must provide copies of all subconsultant agreements.

      2. Consultant must require its delegates or subconsultants to agree, in writing, to adhere to terms and conditions of this Agreement.

D. Any delegation or use of subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.

E. If any of Consultant's designated key staff persons or subconsultants fail to perform to the satisfaction of the District, on written notice from the District, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.

F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.

G. Consultant's Key Staff

The District Project Manager may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.

H. Consultants Subconsultants

1. The District Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the scope of services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.

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

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AMENDMENT NO. 2 TO AGREEMENT A3901G

REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE
DISPUTE RESOLUTION

1. CONSULTANT'S QUESTIONS AND CONCERNS

Questions regarding the terms, conditions and services relating to this Agreement will be decided by the District who will furnish the decisions to Consultant in writing within thirty (30) days after receiving a written request from Consultant.

2. DISPUTE RESOLUTION

A. Alternative Dispute Resolution (ADR)

1. District intends to use ADR techniques including partnering and mediation to resolve disputes relating to the Project.

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

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

3. NEGOTIATIONS BEFORE AND DURING MEDIATION

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

4. VOLUNTARY MEDIATION

A. In the event a dispute or issue is not resolved by the Internal Review process stated in the Standard Consultant Agreement, Section VIII. Resolution of Disputes, District and Consultant agree to attempt to resolve the matter by mediation. The External Review paragraph of Section VIII. is hereby deleted.

B. Said mediation is voluntary, non-binding, and intended to provide an opportunity for the Parties to evaluate each other's cases and arrive at a mutually agreeable solution.

C. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.

5. INITIATION OF MEDIATION

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

6. REQUEST FOR MEDIATION

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

7. SELECTION OF MEDIATOR

A. Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within fourteen (14) Days, the Parties will confer to select an appropriate mediator agreeable to all Parties.

B. If the Parties cannot agree on a mediator, they hereby agree to accept a mediator appointed by a recognized association such as the American Arbitration Association.

8. QUALIFICATIONS OF A MEDIATOR

A. Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.

B. No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation.

C. Before accepting an appointment, the prospective mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Parties will confer and decide whether to select another mediator.

9. VACANCIES

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

10. REPRESENTATION

A. Any Party may be represented by person(s) of their choice who must have full authority to negotiate.

B. The names and addresses of such person(s) must be communicated in writing to both Parties and to the mediator.

11. TIME AND PLACE OF MEDIATION

A. The mediator will set the time of each mediation session.

B. The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.

C. All reasonable efforts will be made by the Parties and the mediator to schedule the first session within sixty (60) Days after selection of the mediator.

12. IDENTIFICATION OF MATTERS IN DISPUTE

A. The Parties shall comply with the process as required by the mediator, with regard to providing the mediator with memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, or otherwise agreed by the Parties, the Parties may mutually exchange such memoranda.

B. At the first session, the Parties will be expected to produce all information reasonably required for the mediator to understand the issue(s) presented. The Mediator may require each Party to supplement such information.

13. AUTHORITY OF MEDIATOR

A. The mediator does not have authority to impose a settlement on the Parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute.

B. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement.

C. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the mediator or the Parties, as determined by the mediator.

D. The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

14. PRIVACY

A. Mediation sessions are private.

B. The Parties and their representatives may attend mediation sessions.

C. Other persons may attend only with the permission of the Parties and with the consent of the mediator.

15. CONFIDENTIALITY

Except as provided by California or federal law or regulation:

A. The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.

B. All records, reports, or other documents received by a mediator while serving as mediator, are confidential.

C. The mediator must not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.

D. The Parties must maintain the confidentiality of the mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:

1. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute.

2. Statements made by the other Party in the course of the mediation proceedings.

3. Proposals made or views expressed by the mediator.

4. Whether the other Party had or had not indicted willingness to accept a proposal for settlement made by the mediator.

16. NO STENOGRAPHIC RECORD

A. There shall be no stenographic record of the mediation.

17. TERMINATION OF MEDIATION

A. The mediation shall be terminated:

1. By the execution of a Settlement Agreement by the Parties;

2. By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or

3. By a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

18. EXCLUSION OF LIABILITY

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

19. INTERPRETATION AND APPLICATION OF THESE MEDIATION PROVISIONS

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

20. EXPENSES

A. The expenses of witnesses for each Party must be paid by the Party producing the witnesses.

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

21. COMPENSATION FOR PARTICIPATION IN MEDIATION

A. Neither Consultant nor the District is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Consultant and District arising out of this Agreement.

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AMENDMENT NO. 2 TO AGREEMENT A3901G

REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE
TASK ORDER TEMPLATE

Task Order No. _____

Title: _____

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

District: _____

Consultant: _____

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

1. Upon full execution of this Task Order No. _____, as set forth in the Revised Appendix One, Scope of Services, Article IV. Additional Terms and Conditions, paragraph E. Task Orders, and the issuance of a notice to proceed by the District, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the notice to proceed will be considered outside the contracted scope of Services and will not be eligible for payment.

2. Both the scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:

    a. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to the District.

    b. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification.

    c. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees.

    d. Project schedule for completing the scope of Services.

3. The Consultant shall be compensated at fixed fees or at the hourly rates established in Revised Appendix Two, Fees and Payments, of the Agreement. The Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.

4. This Task Order will become effective on the date of full execution by authorized representatives of the Parties and remain in effect until the earlier of: completion of the tasks set forth in Attachment A or [expected completion date].

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to the District.

6. The Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.

7. Prevailing Wage Requirements.

    a. The Scope of Services described in this Task Order is considered by the District to be "Public Works" requiring the payment of prevailing wages. See Revised Appendix Two, Fees and Payments, Article IV. Terms and Conditions, paragraph #O. Prevailing Wages.

    b. In accordance with the prevailing wage laws, the Director of the California Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in the District's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at http://www.dir.ca.gov.

8. Signatures:

Signature: _____ _____

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

Signature: _____ _____

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

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Fact sheet

Quality and Environmental Management System (QEMS)

Santa Clara Valley Water District

What is ISO?

The International Organization for Standardization (ISO) is the world's largest developer of voluntary international standards, which are state of the art specifications for products, services, and good practices, helping make industry more efficient and effective. For the Santa Clara Valley Water District's (district) customers and public, this means greater confidence in consistent, high quality products and services the district provides.

The district has extensive history of ISO commitment, having first been registered to ISO 9001 in 2002 for Quality Management Systems and to ISO 14001 in 2004 for Environmental Management Systems.

Principles of ISO

The district's management system is implemented based on the following ISO principles:

- **Customer Focus**: customer satisfaction.
- **Leadership on purpose and direction**: management creates engagement.
- **Involvement of people at all levels**: everyone is involved.
- **Process approach to resources and activities**: process consistency and stability.
- **Systems approach to management:** plan the work; work the plan.
- **Continual improvement as a permanent objective**: seek regular, constant improvement.
- **Factual approach to decision making**: ensure the facts before making decisions.
- **Mutually beneficial relationships**: if they fail, then the organization fails.

What are the Benefits of ISO?

- Improves efficiency and productivity.
- Reduces variation, waste, inefficiencies, and defects.
- Facilitates continual improvement.
- Improves process consistency and stability.
- Improves employee motivation and participation.
- Improves customer confidence and satisfaction.
- Improves conformity to quality and environmental requirements.

District's Quality and Environmental Policy

The Santa Clara Valley Water District is committed to organizational excellence and environmental stewardship, and as such, maintains an integrated Quality and Environmental Management System (QEMS) conforming to ISO standards. The QEMS supports the organization's continual improvement through the development of a robust employee knowledge base, which ensures continuity of daily operations and facilitates succession planning. Compliance with this policy is the responsibility of each individual working for or on behalf of the District.

Purpose
Provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

Customers
Meet customer requirements and enhance customer satisfaction.

Environmental Stewardship
Provide environmental stewardship through prevention of pollution and minimizing and managing environmental impacts by setting and regularly reviewing quality and environmental objectives.

Continual Improvement
Ensure the QEMS is regularly monitored and improved in accordance with ISO requirements to ensure that all District products and services offer the highest level of quality while maximizing the District's environmental stewardship efforts.

Compliance
Compliance with Board policies and statutory and regulatory requirements related to the District's quality and environmental processes.

Policy, Objectives, and Targets
Ensure this policy is documented, maintained, and implemented, and, in addition to the District's quality and environmental objectives and targets, reviewed for continuing suitability through periodic Management Reviews.

Awareness and Competence
Ensure, through workforce development, training, communication, and succession planning, that each individual working for and on behalf of the District has the awareness, skills, and knowledge to carry out this policy in a manner that maximizes effectiveness, ensures continuity of daily operations, promotes continual improvement, and contributes to environmental stewardship.

Public
Ensure this policy is available to the public.

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District's Significant Environmental Aspects

For each type of activity, product, or service, the district has identified its unique environmental aspects and determined the most significant environmental aspects that have or could have a significant environmental impact.

Management recognizes the following two major activities, within the scope of the QEMS, as having or could have a significant impact on the environment:

Bulk Chemical Storage

The district water treatment plants utilize several bulk chemicals in the water treatment process. The chemical of greatest concern, which could create a significant impact, is 19.5% aqueous ammonia. This chemical is regulated under the California Accidental Release Program. This chemical is singled out for greater control because accidental releases have the potential to create offsite consequences that could spread to residential neighborhoods adjacent to the water treatment plants.

Construction of water utility and flood protection capital projects

Construction of water utility infrastructure and flood protection projects can involve significant changes to riparian environments and other landforms. The district recognizes the impact of these changes by integrating projects into watersheds as a whole, ensuring that ecological functions and processes are supported, ensuring that the quality and availability of water are protected for ecological and water supply functions, and that environmental impacts of projects are avoided, minimized, or mitigated.

District's Quality and Environmental Objectives

The district has identified operational objectives throughout the organization. Specifically, in support of ISO, the district analyzes and determines goals for meeting customer product requirements and overall environmental goals consistent with the environmental policy.

The following in-scope quality and environmental objectives act as a general framework for continual improvement in the organization.

Quality Objectives:

- Prepare and respond effectively to flood emergencies countywide to protect life and property.
- Current and future water supply for municipalities, industries, agriculture, and the environment is reliable.
- Reliable high quality drinking water is delivered.
- Maintain effective relationships with the retailer and other stakeholders to ensure high quality, reliable drinking water.
- Provide natural flood protection for residents, businesses, and visitors.
- Protect parcels from flooding by applying an integrated watershed management approach that balances environmental quality and protection from flooding.

Environmental Objectives:

- Prepare for and respond to emergencies that threaten local waterways.
- Reduce greenhouse gas emissions to achieve carbon neutrality by 2020.

Environmental Impacts

Pollution prevention is the cornerstone of ISO's environmental standard. ISO requires that every individual working for or on behalf of the District is responsible for being aware of how their work could impact or potentially impact the environment. ISO specifies that staff, vendors, and contractors are aware of the QEMS policy, the District's significant environmental aspects, and the impacts of their work on the environment. Processes and programs are designed and implemented to help control environmental impacts resulting from District operations and therefore, deviating from these could have unintended adverse impacts on the environment.

Assessing the QEMS for Effectiveness

To ensure that the district is continually improving its QEMS and conforms to the ISO standards, regularly scheduled audits of the system are conducted by an external third-party. This organization, known as a registrar, audits the QEMS and makes findings based on interviews and review of district procedures and records. Any deviations from the ISO standards are captured as non-conformities and require the district to take the necessary corrective and preventive actions to prevent reoccurrence. If the district is found to be in conformance to the ISO standards of which it is registered, the registrar recommends certification.

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AMENDMENT NO. 2 TO AGREEMENT A3901G

REVISED APPENDIX TWO
FEES AND PAYMENTS

I. GENERAL

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

II. TOTAL AUTHORIZED FUNDING

A. Total payment for services performed, as described Appendix One, Scope of Services and Revised Appendix One, will not exceed a total amount of **$8,077,765** during the term of this Agreement. Under no conditions will the total compensation to the Consultant exceed this NTE amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors ("Board"), or Chief Executive Officer, or designee, as authorized by the Board. The Consultant guarantees that it will complete the contracted Scope of Services for the total not-to-exceed (NTE) Amount stated herein.

III. COST BREAKDOWN

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

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AMENDMENT NO. 2 TO AGREEMENT A3901G

REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
ORIGINAL AGREEMENT THROUGH AMENDMENT NO. 1*

Task #	Task Description	Original Not-to-Exceed Fee
1	Fast Start Activities	$347,312
2	Core Project Management Activities	$1,025,130
3	Early Value Engineering	$101,290
4	Environmental and Permitting Planning	$301,669
5	Provide Support for Public-Private Partnership (P3) Procurement	$112,137
6	Support Workforce Development	$44,861
7	Supplemental Services	$304,116
	Other Direct Expenses	$75,000
	Total Not-to-Exceed Amount	**$2,311,515**

*Note: Amendment No. 1 did not revise the Not-to-Exceed Fees.

COST BREAKDOWN
ORIGINAL AGREEMENT THROUGH AMENDMENT NO. 2*

Task	Description	Original Total NTE Fees	Amendment No. 2 NTE Fees	Amendment No. 2 Total Fixed NTE Fees
1	Fast Start Activities (COMPLETED)	$347,312	$0	$347,312
2	Project Management (RENAMED AND REVISED)	$1,025,130	$815,546	$1,840,676
3	Early Value Engineering (COMPLETED)	$101,290	$0	$101,290
4	Environmental and Permitting (RENAMED AND REVISED)	$301,669	$231,851	$533,520
5	Provide Support for P3 Procurement (REVISED)	$112,137	$1,689,091	$1,801,228
6	Support Workforce Development (REVISED)	$44,861	$76,382	$121,243
7	Supplemental Services (REVISED)	$304,116	$929,931	$1,234,047

AMENDMENT NO. 2 TO AGREEMENT A3901G

REVISED APPENDIX TWO
FEES AND PAYMENTS

Task	Description	Original Total NTE Fees	Amendment No. 2 NTE Fees	Amendment No. 2 Total Fixed NTE Fees
8	Development of Performance Requirements (NEW)	$0	$1,764,763	$1,764,763
	Other Direct Expenses	$75,000	$258,686	$333,686
Total Not-to-Exceed Amount		**$2,311,515**	**$5,766,250**	**$8,077,765**

*Note: Amendment No. 1 did not revise the Not-to-Exceed Fees.

IV. TERMS AND CONDITIONS

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

A. District will pay for services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as listed below in the Hourly/Unit Rate Schedule.

B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (12) months from the date this Agreement is entered into by Parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates ninety (90) calendar days prior to the anniversary date of this Agreement or as otherwise provided in the hourly rate chart. Both Parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 3%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District Deputy Operating Officer.

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AMENDMENT NO. 2 TO AGREEMENT A3901G

REVISED APPENDIX TWO
FEES AND PAYMENTS

HOURLY/UNIT RATE SCHEDULE

Classification	Original Agreement September 2015	Effective October 1, 2016 through September 30, 2017	Effective October 1, 2017 through March 31, 2018	Effective April 1, 2018 through March 31, 2019
PRIME – HDR				
Company Officer	$309.00	$318.27	$327.82	$337.65
Project Director	$308.41	$317.66	$327.19	$337.01
P3 Lead	$299.00	$307.97	$317.21	$326.73
Senior Technical Lead	$290.00	$298.70	$307.66	$316.89
Senior Environmental Lead	$288.17	$296.82	$305.72	$314.89
Program Controls	$240.00	$247.20	$254.62	$262.26
Technical Lead	$230.00	$236.90	$244.01	$251.33
Risk Management	$222.68	$229.36	$236.24	$243.33
Senior Project Engineer	$195.00	$200.85	$206.88	$213.09
Environmental Lead	$185.00	$190.55	$196.27	$202.16
Project Engineer	$165.00	$169.95	$175.05	$180.30
GIS/CAD Lead	$160.00	$164.00	$168.92	$174.83
Analyst	$150.00	$154.50	$159.14	$163.91
Associate Engineer	$135.00	$139.05	$143.22	$147.52
CAD Designer	$135.00	$139.05	$143.22	$147.52
Controls	$138.50	$142.66	$146.94	$151.35
Administration	$90.00	$92.70	$95.48	$98.34

C. Upon the written approval of the District's Deputy Operating Officer referenced herein, unused fees from a completed or cancelled task may be reallocated to a task that has not yet been completed, provided the Agreement Total Not-to-Exceed Fees is not exceeded.

D. Transferring fees from a task not yet completed to a different task is not permitted.

E. Upon the written approval of the District's Deputy Operating Officer referenced herein, the scope of services described in a task may be reduced or eliminated. If the scope of services is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.

F. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to the District.

G. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.

H. Expenses incurred by the Consultant for subconsultants providing professional services and for subcontractors, including lab services, will be reimbursed at actual cost plus 5.0%. Consultant shall provide invoices for all lab services regardless of cost.

I. All other direct expenses not included in overhead including, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, will be billed monthly at cost linked to each Agreement Task, as approved by the District's Program Manager.

J. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant and its subconsultants for mileage and travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its subconsultants for mileage incurred from District Headquarters or Consultant's and subconsultants' firm addresses, whichever is closer to the destination, to Program/Project site(s) and, if directed or authorized by the District, to meeting locations such as community outreach meetings, partnering meetings, Dispute Review Board meetings, and meetings with regulatory agencies, if directed or authorized by the District.

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

   a. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.

b. Direct charges by Scope of Service Task.

c. Consultant's summary of the amount Consultant has been billed by their subconsultants and subcontractors and further detailed by Scope of Service Task.

d. Direct charges must reflect actual fees versus the Agreement not to exceed fees in this Revised Appendix Two.

L. Before submitting monthly invoices, the Monthly Progress Report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Program Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.

M. Invoices will include a summary of labor expenditures, direct costs, and billed subconsultant charges. Billing statements, transmitted separately from the Monthly Progress Reports, will be organized such that the billing categories correspond with the Scope of Services tasks.

N. District's Program Manager will review invoice within five (5) working days of receipt, address any questions with Consultant's Construction Manager, and approve the undisputed amount of the invoice within ten (10) working days of receipt of the invoice. District will pay undisputed invoices within thirty (30) calendar days from date invoice is approved by District's Program Manager.

O. Prevailing Wages

1. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code Section §1771, et. seq. and the applicable implementing regulations.

2. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

3. The Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code Section 1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5.

4. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant

will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

5. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.

6. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement such as certified payroll records must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.

P. Consultant's services will be performed by its staff members and subconsultants' staff members at the lowest hourly rates commensurate with the complexity of the required services.

Q. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.

R. Small Business Enterprise (SBE) Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the services, estimated to be 10% or more of the Total Not to Exceed Amount stated in this Revised Appendix Two and Consultant agrees to use its best efforts to meet this goal.

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AMENDMENT NO. 2 TO AGREEMENT A3901G

REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of the Standard Consultant Agreement portion of this Agreement. The term of this Agreement expires **March 31, 2021** unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.

2. Consultant will commence Tasks listed in Appendix One and Revised Appendix One of this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.

3. Consultant will perform and complete the Services described in Appendix One, Scope of Services and Revised Appendix One, in accordance with the Project Schedule table as shown below. Consultant will coordinate services with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings and Deliverables.

4. The approved Program Schedule will be monitored monthly. Changes to the schedule for performance of Tasks and Deliverables are subject to advance written approval by District. Consultant's attention is directed to District's Standard Consultant Agreement, Section VII, DELAYS AND EXTENSIONS.

5. Program Delays—The Consultant will make all reasonable efforts to comply with the Program Schedule as shown here in Revised Appendix Three. In the event the Program Schedule will be delayed, Consultant will notify the District as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Program Schedule. This language will prevail should any conflict or discrepancy occur between this provision and the Standard Consultant Agreement portion of this Agreement, Section VII, DELAYS AND EXTENSIONS.

6. District's Program Manager and Consultant may agree to modify the schedule specified for Consultant's performance as a written administrative modification to the Agreement and such approval will be confirmed in writing.

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AMENDMENT NO. 2 TO AGREEMENT A3901G

REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

PROGRAM SCHEDULE

Task	Description	Duration from NTP (Weeks)
1	Fast Start Activities	COMPLETED
2	Project Management (RENAMED AND REVISED)	Duration of Agreement
3	Early Value Engineering	COMPLETED
4	Environmental and Permitting (RENAMED AND REVISED)	164
5	Provide Support for Public-Private Partnership (P3) Procurement (REVISED)	164
6	Support Workforce Development (REVISED)	164
7	Supplemental Services (REVISED)	Duration of Agreement
8	Development of Performance Requirements (NEW)	164

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