

**AMENDMENT NO. 1 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND
GEI CONSULTANTS INC.**

This Amendment No. 1 ("Amendment"), which is effective as of the date this Amendment is fully executed by the Parties ("Effective Date"), amends the terms and conditions of the Standard Consultant Agreement A3675A dated August 27, 2013 ("Agreement") between the SANTA CLARA VALLEY WATER DISTRICT ("District") and GEI Consultants Inc., ("Consultant"), collectively the "Parties."

WHEREAS, Consultant is currently providing professional planning and environmental services relating to the Calero and Guadalupe Dams Seismic Retrofits Project on behalf of the Santa Clara Valley Water District; and

WHEREAS, the Agreement precludes the Consultant from being awarded a contract by the District for design, construction management, or construction of these two Dam projects; and

WHEREAS, the Parties desire to amend the Agreement to remove the restriction on Consultant being awarded a contract by the District for the design of the Guadalupe Dam seismic retrofit.

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

1. Appendix One, Scope of Services, Article **II. INTENT** is revised as follows:

- "A. Consultant is responsible for the preparation of the planning study and environmental documents, and for providing Project management services associated with the Consultant's services. Consultant is responsible for reviewing design work for consistency with the planning assumptions/ requirements, and supporting the District in securing resource agency permits.
- B. Conflict of Interest—The District intends to retain construction management consultant services to support construction of the seismic retrofit of the Calero and Guadalupe Dams. The Consultant and its sub-consultants are precluded from being awarded a contract by the District for construction management or construction of these two Dam projects. However, subcontractors, vendors, and suppliers providing non-professional services, such as but not limited to lab testing, soil borings, or other technical services may propose and/or contract with prime consultants or the District for construction management services relating to the seismic retrofit of the Guadalupe Dam."

2. Appendix One, Scope of Services, Article **VI. ADDITIONAL TERMS AND CONDITIONS**, Section F. Conflict of Interest, paragraph 4. is revised as follows:

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- “4. Consultant, Consultant’s parent company, Consultant’s subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not submit a proposal: (i) for any contract to be awarded for construction management or the construction of any project that is related to the services provided under the Agreement or (ii) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant’s parent company, Consultant’s subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant.”
3. All other terms and conditions stated in Agreement A3675A dated August 27, 2013, not amended 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. 1 TO AGREEMENT A3675A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
“District”

GEI CONSULTANTS INC.
“Consultant”

By: _____
Beau Goldie
Chief Executive Officer

By: _____
William A. Rettberg, P.E.
Vice President

Date: _____

Date: _____

Firm Address:

180 Grand Avenue, Suite 1410
Oakland, CA 94612

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