

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND AECOM TECHNICAL SERVICES, INC**

This Amendment No. 1 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A4215A (Agreement) dated November 20, 2018, between SANTA CLARA VALLEY WATER DISTRICT (District or Valley Water) and AECOM TECHNICAL SERVICES, INC., (Consultant), collectively, the Parties.

**RECITALS**

**WHEREAS**, Consultant is currently providing professional planning, design, and environmental documentation and permitting support services for Valley Water's Pacheco Reservoir Expansion Project (Project);

**WHEREAS**, the Agreement currently expires on November 30, 2025; and

**WHEREAS**, the Parties desire to amend the Agreement to extend its term to allow Consultant to continue providing planning, design, and environmental documentation and permitting support services consistent with the current Project schedule; modify retention requirements; and make other administrative changes.

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

1. Standard Consultant Agreement, Section Two, Duties of Consultant, subsection 6. District Standardization Requirements, is amended to state as follows:

**"6. Valley Water Standardization Requirements**

- A. Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.
- B. Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by the Consultant."

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**AMENDMENT NO. 1 TO AGREEMENT A4215A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND AECOM TECHNICAL SERVICES, INC**

2. Standard Consultant Agreement, Section Four, Fees and Payments, subsection 1. Total Fixed Not-to-Exceed Fees, is amended to state as follows:

**“1. Total Fixed Not-to-Exceed Fees**

- A. Payment for all Services performed by Consultant to the satisfaction of Valley Water, as described in the Revised Schedule(s) will be based on the hourly rates, subject to the Total Not-to-Exceed (NTE) Fees stated in the Revised Schedule, Revised Attachment One, Fees and Payments, for completion of the associated tasks. Valley Water will make payments to Consultant according to the terms provided for herein and in the Revised Schedule, Revised Attachment One, Fees and Payments. Payments made by Valley Water to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, reimbursable travel, and per diem expenses incurred by the Consultant to perform the Services.
- B. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, remaining funds previously budgeted for tasks that are completed, reduced, or deleted, may be reallocated to tasks that have not yet been completed, provided the Agreement Total Not-to-Exceed Fee is not exceeded. Transferring funds from a task not yet completed to a different task is not permitted.
- C. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, the Scope of Services described in a task may be reduced or deleted. If the Scope of Services of a task is reduced or deleted, the portion of the funds attributable to that reduced or eliminated task may be reallocated to existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- D. Any reduction or deletion of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to Valley Water.
- E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
- F. Automobile travel mileage expenses will be paid at the current Internal Revenue Services (IRS) rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant’s and Subconsultants’ firm addresses, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.”

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**AMENDMENT NO. 1 TO AGREEMENT A4215A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND AECOM TECHNICAL SERVICES, INC**

3. Standard Consultant Agreement, Section Four, Fees and Payments, subsection 2. Consultant Invoices, is amended to state as follows:

**“2. Consultant Monthly Invoices**

- A. Consultant’s monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto; and include the following:
- 1) Employee classification and name itemized with all labor charges by Service task;
  - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
  - 3) A description of the site where Services were performed, if applicable;
  - 4) The name of Valley Water staff requesting Services;
  - 5) The dates when Services were performed;
  - 6) Other direct charges and expenses by Service task;
  - 7) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in the Revised Schedule(s), Revised Attachment One, Fees and Payments, and/or Task Orders; and
  - 8) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Before submitting monthly invoices, a progress report and draft invoice (in Adobe PDF format) will be provided in electronic format by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, Consultant will email the complete, signed, and dated electronic copy invoice, including all supporting documentation. Valley Water’s preliminary review of the draft invoice does not represent final approval of the electronic copy invoice, but is intended to reduce potential for re-submittals of electronic copy invoice by Consultant.
- C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Revised Schedule, Revised Attachment Two, Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with the Revised Schedule, Revised Attachment One, Fees and Payments. The progress report shall document Services completed, the execution of the tasks

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND AECOM TECHNICAL SERVICES, INC**

described in this Services, and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services.

- 1) The monthly progress report shall include:
  - a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
  - b. A look-ahead schedule listing deliverables and activities planned for the next two months;
  - c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
  - d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
  - e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
  - f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
  - g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;
  - h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
  - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall email all invoices to: [APinvoices5750@valleywater.org](mailto:APinvoices5750@valleywater.org)

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND AECOM TECHNICAL SERVICES, INC**

Valley Water mailing address for invoices, if needed:

Santa Clara Valley Water District  
Attention: Accounts Payable  
P.O. Box 20670  
San Jose, CA 95160-0670

- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice and corresponding attachments contain the following information:
- 1) Agreement number;
  - 2) Full legal name of Consultant/Firm;
  - 3) Payment remit-to address;
  - 4) Invoice number;
  - 5) Invoice date (the date invoice is emailed);
  - 6) Detailed description of Services provided, including the “distribution account(s)” for those Services;
  - 7) Number of hours spent by each person performing services and a brief description of the services performed by each person; and
  - 8) Beginning and end date for billing period that services were provided.
- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in the Revised Schedule, Revised Attachment One, Fees and Payments, which applies to the specific Scope of Services.
- H. Valley Water Project Manager will review Consultant’s written invoice within five Valley Water business days of receipt, address any questions with Consultant’s Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.
- I. Invoice Disputes
- 1) Valley Water may in good faith assert a bona fide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant pursuant to this Agreement is subject to a bona fide dispute between the Parties, within 30 calendar days of Consultant’s submission of an invoice in which a disputed amount is included, Valley Water will notify Consultant in writing of the

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND AECOM TECHNICAL SERVICES, INC**

specific items in dispute, and will describe Valley Water's reason(s) for disputing each such item.

- 2) Consultant and Valley Water Project Manager must act in good faith to resolve the dispute in a timely manner. If the dispute is not resolved by Consultant and Valley Water Project Manager within 30 calendar days of Consultant receiving Valley Water's written notice of dispute, Consultant and Valley Water will attempt to resolve the Dispute pursuant to the Standard Consultant Agreement, Revised Appendix Two, Dispute Resolution.
  - J. Consultant's services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.
  - K. Consultant shall ensure that its personnel performing Services pursuant to this Agreement document their time doing so.
4. Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages, is amended to state as follows:

**"3. Prevailing Wages**

A. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code §1771, et. Seq. and the applicable implementing regulations. If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

B. Labor Code §1720 provides as follows:

"(a) As used in this chapter, "public works" means all of the following:

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems."

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

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND AECOM TECHNICAL SERVICES, INC**

- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.
- F. All records or documents required to be kept to verifying statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, at any time during regular business hours, upon written request by Valley Water. Records and documents to be provided in electronic or hard copy format, at Valley Water's discretion.

**G. California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

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

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

**“1. Equal Opportunity Employer**

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

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND AECOM TECHNICAL SERVICES, INC**

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

**2. Compliance with Applicable Equal Opportunity Laws**

Consultant's policy must be in conformance with applicable state and federal guidelines including the Federal Equal Opportunity Clause, 41 Code of Federal Regulations, Part 60-1, §60-1.4; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

**3. Investigation of Claims**

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

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

**“6. Audits**

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



**AMENDMENT NO. 1 TO AGREEMENT A4215A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND AECOM TECHNICAL SERVICES, INC**

5. Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 9. Choice of Law and Venue, is amended to state as follows:

**“9. Choice of Law and Venue**

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

6. Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 10. Confidentiality, is amended to state as follows:

**“10. Confidentiality**

A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about Valley Water’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.

B. Consultant understands and acknowledges that Valley Water staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately.

C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant’s employees, its subcontractors and its Subconsultants authorized by Valley Water to have the information.

D. Consultant will notify Valley Water immediately of any request by any third party to have access to confidential information and will not disclose the requested information without first receiving express written authorization from Valley Water.

E. Notwithstanding the aforementioned Confidentiality requirements, upon the request of Valley Water Project Manager, Consultant, and its Subconsultants shall execute Valley Water’s most current Non-Disclosure Agreement in effect at that time.

F. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.”

7. Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 12.D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 (“FORM 700”), is amended to state as follows:

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND AECOM TECHNICAL SERVICES, INC**

“D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 (“FORM 700”): Upon Valley Water’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 Valley Water, an Assuming Office Statement. The Assuming Office Statement shall be filed:
  - a. Within 30 calendar days of the effective date of this Agreement; or
  - b. Within 30 calendar days of Consultant hiring, adding, or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
- 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 Valley Water, an amendment to their Form 700 any time there is a need to correct or change 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 Valley Water, during the annual filing season, as determined by Valley Water.
- 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 Valley Water, a Leaving Office Statement with Valley Water when one of the following occurs:
  - a. Upon termination of this Agreement; or
  - b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in Valley Water'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 Valley Water pursuant to the California Political Reform Act, Government Code §81000 et. seq. and §1090. If any of Consultant’s employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from Valley Water Project Manager, Consultant will have 15 calendar days to remove said employee(s), officer(s), agent(s), Subconsultant(s) and subcontractor(s) employee(s) from the Project and provide a replacement acceptable to Valley Water.

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND AECOM TECHNICAL SERVICES, INC**

- 6) The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by Valley Water is deemed a material breach and may result in termination of the Agreement for cause."
8. Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, is amended to state as follows:

**"19. No Third-Party Beneficiaries**

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

**20. Severability**

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

**21. Debt Limitation**

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

**22. Appendices**

The following list of Standard Consultant Agreement Appendices are incorporated herein by this reference as though set forth in full:

Appendix One - Additional Legal Terms (UNCHANGED)  
Revised Appendix Two - Dispute Resolution (REVISED)  
Revised Appendix Three - Task Order Template (REVISED)  
Revised Appendix Four - Insurance Requirements (REVISED)

**23. Schedules and Attachments**

Revised Schedule PD, Scope of Services, and the following list of Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One - Fees and Payments (REVISED)  
Revised Attachment Two - Schedule of Completion (REVISED)

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND AECOM TECHNICAL SERVICES, INC**

Revised Attachment Three - Consultant's Key Staff and Subconsultants (REVISED)  
Revised Attachment Four - Reference Materials (REVISED).”

9. Standard Consultant Agreement, Appendix Two, Dispute Resolution, is revised as stated in Revised Standard Consultant Agreement, Revised Appendix Two, Dispute Resolution, attached hereto and incorporated herein by this reference.
10. Standard Consultant Agreement, Appendix Three, Task Order Template, is revised as stated in Revised Standard Consultant Agreement, Revised Appendix Three, Task Order Template, attached hereto and incorporated herein by this reference.
11. Standard Consultant Agreement, Appendix Four, Insurance Requirements, is revised as stated in Revised Standard Consultant Agreement, Revised Appendix Four, Insurance Requirements, attached hereto and incorporated herein by this reference.
12. Revised Schedule PD, Scope of Services, Section 1. Representatives, is amended to state as follows:

**“1. Representatives**

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

Victor Gutierrez, P.E. (DPM)  
Senior Engineer  
Pacheco Project Delivery Unit  
Dam Safety and Capital Delivery Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-630-3118  
Email: [vgutierrez@valleywater.org](mailto:vgutierrez@valleywater.org)

Julianne O'Brien, P.E  
Capital Engineering Manager  
Pacheco Project Delivery Unit  
Dam Safety and Capital Delivery Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-630-2680  
Email: [julianneobrien@valleywater.org](mailto:julianneobrien@valleywater.org)

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND AECOM TECHNICAL SERVICES, INC**

Chris Hakes  
Deputy Operating Officer  
Dam Safety and Capital Delivery Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-630-3796  
Email: [chakes@valleywater.org](mailto:chakes@valleywater.org)

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

Robert Green  
Principal Geotechnical Engineer  
AECOM  
300 Lakeside Drive, Suite 400  
Oakland, CA 94612

Phone: 510-874-3036  
Email: [Robert.K.Green@aecom.com](mailto:Robert.K.Green@aecom.com)

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

Theodore Feldsher  
Vice President  
AECOM  
300 Lakeside Drive, Suite 400  
Oakland, CA 94612

Phone: 510-874-3245  
Email: [theodore.feldsher@aecom.com](mailto:theodore.feldsher@aecom.com)

13. Revised Schedule PD, Scope of Services, Section 5.A. General Assumptions and Requirements, subsection 2. Deliverable Format, is amended to state as follows:

"2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, Autodesk files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.

- a. Valley Water Standardization Requirements

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND AECOM TECHNICAL SERVICES, INC**

- (1) Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.
- (2) Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by the Consultant."

14. Revised Schedule PD, Scope of Services, Section 8. Attachments, is amended to state as follows:

**"8. Attachments**

The following Revised Schedule PD list of Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One - Fees and Payments (REVISED)  
Revised Attachment Two - Schedule of Completion (REVISED)  
Revised Attachment Three - Consultant's Key Staff and Subconsultants (REVISED)  
Revised Attachment Four - Reference Materials (UNCHANGED)"

15. Schedule PD, Attachment One, Fees and Payments is amended as set forth in Revised Schedule PD, Revised Attachment One, Fees and Payments, attached hereto and incorporated herein by this reference.
16. Schedule PD, Attachment Two, Schedule of Completion, is amended as set forth in Revised Schedule PD, Revised Attachment Two, Schedule of Completion, attached hereto and incorporated herein by this reference.
17. Schedule PD, Attachment Three, Consultant's Key Staff and Subconsultants, is amended as set forth in Revised Schedule PD, Revised Attachment Three, Consultant's Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.
18. Schedule PD Attachment Four, Reference Materials, is amended as set forth in Revised Schedule PD, Revised Attachment Four, Reference Materials, attached hereto and incorporated herein by this reference.

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND AECOM TECHNICAL SERVICES, INC**

19. All other terms and conditions of the Agreement A4215A, not otherwise amended as stated herein, remain in full force and effect.

**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A4215A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

**SANTA CLARA VALLEY WATER DISTRICT**  
Valley Water

**AECOM TECHNICAL SERVICES, INC.**  
Consultant

By: \_\_\_\_\_  
John L. Varela  
Chair, Board of Directors

By:  \_\_\_\_\_  
Theodore Feldsher  
Vice President

Date: \_\_\_\_\_

Date: 7/14/2023

ATTEST:  
  
\_\_\_\_\_  
Michele L. King, CMC  
Clerk, Board of Directors

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

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**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED STANDARD CONSULTANT AGREEMENT  
REVISED APPENDIX TWO  
DISPUTE RESOLUTION**

**1. Consultant's Questions and Concerns**

Questions regarding the Terms, Conditions, and Services relating to this Agreement will be decided by Valley Water who will furnish the decisions to Consultant in writing within 30 days after receiving a written request from Consultant.

**2. Dispute Resolution**

A. Alternate Dispute Resolution

Valley Water intends to use Alternate Dispute Resolution (ADR) techniques including partnering and mediation to resolve disputes relating to the Project.

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

C. The cost of partnering, training facilities, and facilitator will be borne by Valley Water.

**3. Negotiations Before and During Mediation**

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

**4. Voluntary Mediation**

A. Initiation of Mediation

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

B. Request for Mediation

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

C. Selection of Mediator

- 1) Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within 14 days, the Parties will confer to select an appropriate mediator agreeable to all Parties.
- 2) If the Parties cannot agree on a mediator, they hereby agree to accept a mediator appointed by a recognized association such as the American Arbitration Association.

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**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED STANDARD CONSULTANT AGREEMENT  
REVISED APPENDIX TWO  
DISPUTE RESOLUTION**

D. Qualifications of a Mediator

- 1) Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.
- 2) No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation.
- 3) Before accepting an appointment, the prospective mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Parties will confer and decide whether to select another mediator.

E. Vacancies

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

F. Representation

- 1) Any Party may be represented by person(s) of their choice who must have full authority to negotiate.
- 2) The names and addresses of such person(s) must be communicated in writing to both Parties and to the mediator.

G. Time and Place of Mediation

- 1) The mediator will set the time of each mediation session.
- 2) The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.
- 3) All reasonable efforts will be made by the Parties and the mediator to schedule the first session within 60 days after selection of the mediator.

H. Identification of Matters in Dispute

- 1) Parties shall comply with the process as required by the mediator with regard to providing the mediator with a memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, or otherwise agreed by the Parties, the Parties may mutually exchange such memoranda.
- 2) At the first session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The mediator may require each Party to supplement such information.

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED STANDARD CONSULTANT AGREEMENT  
REVISED APPENDIX TWO  
DISPUTE RESOLUTION**

I. Authority of Mediator

- 1) The mediator does not have authority to impose a settlement on the Parties but will attempt to assist the Parties in reaching a satisfactory resolution of their dispute.
- 2) The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement.
- 3) Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the mediator or the Parties, as determined by the mediator.
- 4) The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

J. Privacy

- 1) Mediation sessions are private.
- 2) The Parties and their representatives may attend mediation sessions.
- 3) Other persons may attend only with the permission of the Parties and with the consent of the mediator.

K. Confidentiality

Except as provided by California or federal law or regulation:

- 1) The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.
- 2) All records, reports, or other documents received by a mediator while serving as mediator, are confidential.
- 3) The mediator must not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.
- 4) The Parties must maintain the confidentiality of the mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
  - a. Views expressed, or suggestions made by the other Party with respect to a possible settlement of the dispute;
  - b. Statements made by the other Party in the course of the mediation proceedings;

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED STANDARD CONSULTANT AGREEMENT  
REVISED APPENDIX TWO  
DISPUTE RESOLUTION**

- c. Proposals made or views expressed by the mediator; and
- d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

**L. No Stenographic Record**

There shall be no stenographic record of the mediation.

**M. Termination of Mediation**

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.

**N. Exclusion of Liability**

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

**O. Interpretation and Application of These Mediation Provisions**

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

**P. Expenses**

- 1) The expenses of witnesses for each Party must be paid by the Party producing the witnesses.
- 2) All other expenses of the mediation, including required travel and other expenses of the mediator, and the expenses of any witness called by the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, will be apportioned as the mediator finds appropriate or as otherwise agreed to by the Parties.

**5. Compensation for Participation in Mediation**

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

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED STANDARD CONSULTANT AGREEMENT  
REVISED APPENDIX THREE  
TASK ORDER TEMPLATE**

Task Order No. \_\_\_\_\_

Title: \_\_\_\_\_

Agreement: Standard Consultant Agreement \_\_\_\_\_ (“Agreement”) Between the Santa Clara Valley Water District (“Valley Water”) and \_\_\_\_\_ (“Consultant”), dated \_\_\_\_\_.

Valley Water: \_\_\_\_\_

Consultant: \_\_\_\_\_

**Dollar Amount of Task Order: Not-to-Exceed \$** \_\_\_\_\_

1. Upon full execution of this Task Order No. \_\_\_\_\_, as set forth in the Revised Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by Valley Water Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the Notice to Proceed will be considered outside the contracted Scope of Services and will not be eligible for payment.
2. Both the Scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
  - A. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to Valley Water;
  - 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; and
  - D. The distribution detail for each service, direct cost, and reimbursable expense. This information must be included in the invoice for the services authorized pursuant to this Task Order; and
  - E. Project schedule for completing the Scope of Services.
3. Consultant shall be compensated at fixed fees or at the hourly rates established in Revised Schedule PD, Revised Attachment One, Fees and Payments. Consultant agrees that it will provide all equipment and furnish all materials, except as may be otherwise noted in the Attachment A.

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED STANDARD CONSULTANT AGREEMENT  
REVISED APPENDIX THREE  
TASK ORDER TEMPLATE**

- 4. This Task Order becomes effective on the date of full execution by authorized representatives of the Parties and remains 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 Valley Water.
- 6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.
- 7. Prevailing Wage Requirements [NOT USED]
  - A. The Scope of Services described in this Task Order is considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Revised Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.
  - B. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

8. Signatures:

Signature:

\_\_\_\_\_  
 NAME OF CONSULTANT FIRM  
 [PRINT NAME]  
 [PRINT TITLE]

\_\_\_\_\_  
DATE

Signature:

\_\_\_\_\_  
 SANTA CLARA VALLEY WATER DISTRICT  
 [PRINT NAME]  
 [PRINT TITLE]

\_\_\_\_\_  
DATE

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**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED STANDARD CONSULTANT AGREEMENT  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

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

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

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Revised Appendix Four Insurance Requirements. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the Agreement is executed.** In the event of a claim or dispute, District has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Revised Appendix Four Insurance Requirements.

If your insurance broker has any questions about the above requirements, please advise him/her to call Mr. David Cahen, District Risk Manager at (408) 630-2213.

**Certificates of Insurance**

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

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

The certificates will:

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

**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement No. A4215A / CAS No. 4843**

**IMPORTANT: The agreement or CAS number must be included.**

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED STANDARD CONSULTANT AGREEMENT  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

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

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

**Maintenance of Insurance**

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

**Renewal of Insurance**

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

Consultant shall instruct its insurance broker/agent to:

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

**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement No. A4215A / CAS No. 4843**

**IMPORTANT: The agreement or CAS number must be included.**

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

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED STANDARD CONSULTANT AGREEMENT  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENTS**

**Required Coverages**

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

**\$10,000,000** per occurrence / **\$10,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

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

**2. Business Auto Liability Insurance** with coverage as indicated:

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

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

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

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

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



**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED STANDARD CONSULTANT AGREEMENT  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENTS**

**4. Workers' Compensation and Employer's Liability Insurance**

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

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

**General Requirements**

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

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

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

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

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED STANDARD CONSULTANT AGREEMENT  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

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**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED STANDARD CONSULTANT AGREEMENT  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENTS**

**CHECK LIST OF DOCUMENTS NEEDED**

<b>General Liability:</b>	A.	Limits <b>(\$10,000,000)</b>	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
<b>Auto Liability:</b>	A.	Limits <b>(\$5,000,000)</b>	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
<b>Umbrella:</b>	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
<b>Workers Comp:</b>	A.	Limits <b>(\$1,000,000)</b>	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	
<b>Professional Liability:</b>	A.	Limits <b>(\$25,000,000)</b>	
	B.	Cancellation Endorsement	

Appendix Four ConsultantGL10AL5PL25\_rev. 07.20.20/CAS rev 7.14.23

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**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

**1. Total Authorized Funding (UNCHANGED)**

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$104,723,000** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

**2. Cost Breakdown (UNCHANGED)**

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

**COST BREAKDOWN**

<b>Task</b>	<b>Description</b>	<b>Total Not-to-Exceed Fees</b>
1	Project Management	\$9,996,000
2	Data Review and Problem Definition	\$1,631,000
3	Alternatives Analysis	\$2,115,000
4	Staff-Recommended Alternative	\$3,801,000
5	Planning Study Report and State Feasibility Report	\$839,000
6	Environmental Documentation and Regulatory Compliance	\$15,417,000
7	Geotechnical Data Collection and Investigations	\$13,149,000
8	Basis of Design Report	\$5,259,000
9	30 Percent Design Document Preparation	\$7,288,000
10	60 Percent Design Document Preparation	\$8,685,000
11	90 Percent Design Document Preparation	\$5,585,000
12	Final Design Document Preparation	\$1,877,000
13	Bid and Award Services	\$515,000
14	Water Allocation Plan	\$689,000
15	Optional Services to Prepare Federal Feasibility Report and NEPA Documents	\$3,877,000
16	Supplemental Services	\$24,000,000
<b>Total Not-to-Exceed Fees</b>		<b>\$104,723,000</b>

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

**3. Terms and Conditions (REVISED)**

A. Payments for services performed, as described in this Schedule, which applies to the specific Services, will be based on the following terms:

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

B. Reimbursable Expenses

- 1) All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by the District Project Manager will be billed on a monthly basis at actual cost plus 5% linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. The 5% markup will be applied only once, either by Consultant or by its subconsultants, subcontractors, or vendors.
- 2) Equipment purchased on behalf of the District that costs \$50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.
- 3) Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval for such travel has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes,

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

- C. Invoicing for travel, including airfare, overnight accommodations, and meals, and for equipment purchased on behalf of the District, including Conex boxes will be billed separately from monthly invoices for planning, design, and environmental documentation and permitting support services. These invoices will be in the same format described in the Revised Standard Consultant Agreement, Section Four Fees and Payments, subsection 2. Consultant Monthly Invoices, and submitted at the same time. No retention will be withheld from payments for the items to be billed with this separate invoice.
- D. Expenses incurred by Consultant for Stantec Consulting Services and GEI Consultants will be reimbursed at actual cost plus 4%. Expenses incurred by Consultant for its other subconsultants, subcontractors and vendors, including lab services, drilling services, and Cornerstone Environmental Contractors, Inc. will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost.
- E. For staff with rates exceeding the rate of \$336/hour, Consultant must obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project.
- F. Retention may be released only to the Consultant's small business subconsultants and small business subcontractors performing services described in Task 6.1 Environmental Investigations and Studies, Task 7 Geotechnical Data Collection and Investigations, including Task 16 Supplemental Services task orders that support Task 6.1 and Task 7, twelve months after each of the two phases of environmental field studies and geotechnical investigation work are completed.
- G. Prevailing Wage Requirements
  - 1) The Scope of Services described in Task 2 Data Review and Problem Definition, Task 6 Environmental Documentation and Regulatory Compliance, and Task 7 Geotechnical Data Collection and Investigations, contain some work considered by the District to be "Public Works" requiring the payment of prevailing wages and submission of certified payroll. See the Revised Standard Consultant Agreement Section Four Fees and Payments, subsection 3. Prevailing Wages.
  - 2) In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in 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>.

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

**HOURLY/UNIT RATE TABLE (REVISED)**

<b>CLASSIFICATION/ STAFF</b>	<b>ORIGINAL HOURLY/ UNIT RATE</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2019</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2020</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2021</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2022</b>
<b>Consultant: AECOM Technical Services, Inc.</b>					
Principal	\$272	\$278.53	\$286.89	\$295.50	\$304.37
Project Manager	\$272	\$278.53	\$286.89	\$295.50	\$304.37
Senior Manager	\$231	\$236.54	\$243.64	\$250.95	\$258.48
Senior Project Engineer/Scientist	\$200	\$204.80	\$210.94	\$217.27	\$223.79
Project Engineer/Scientist	\$163	\$166.91	\$171.92	\$177.08	\$182.39
Senior Engineer/Scientist	\$137	\$140.29	\$144.50	\$148.84	\$153.31
Staff Engineer/Scientist	\$107	\$109.57	\$112.86	\$116.25	\$119.74
Senior GIS/CAD/Graphics	\$150	\$153.60	\$158.21	\$162.96	\$167.85
GIS/CAD/Graphics	\$118	\$120.83	\$124.45	\$128.18	\$132.03
Editor	\$131	\$134.14	\$138.16	\$142.30	\$146.57
Contract Administrator	\$125	\$128.00	\$131.84	\$135.80	\$139.87
Administrative Assistant/Typist	\$92	\$94.21	\$97.04	\$99.95	\$102.95
GPS Receiver (per week)	-	-	-	\$200.00	\$200.00
<b>SUBCONSULTANTS</b>					
<b>Subconsultant: Ascent Environmental</b>					
Principal, Director	\$250	\$256.00	\$263.68	\$271.59	\$279.74
Senior Environmental Manager, Senior Planner/Scientist/ Biologist	\$182	\$186.37	\$191.96	\$197.72	\$203.65
Environmental Manager, Project Planner/Scientist/ Biologist	\$148	\$151.55	\$156.10	\$160.78	\$165.60
Staff Planner, Environmental Planner, Staff Scientist/Staff Biologist	\$132	\$135.17	\$139.23	\$143.41	\$147.71
Graphics/GIS	\$113	\$115.71	\$119.18	\$122.76	\$126.44
"Document Production/Word	\$114	\$116.74	\$120.24	\$123.85	\$127.57

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION/ STAFF</b>	<b>ORIGINAL HOURLY/ UNIT RATE</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2019</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2020</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2021</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2022</b>
Processor/ Administrative Assistant"	\$87	\$89.09	\$91.76	\$94.51	\$97.35
<b>Subconsultant: Cal Engineering and Geology<sup>1</sup> (Now known as: Haley &amp; Aldrich, Inc.)</b>					
Senior Principal Engineer/Geologist	\$247	\$252.93	\$260.52	\$268.34	\$276.39
Principal Engineer/Geologist	\$220	\$225.28	\$232.04	\$239.00	\$246.17
Associate Engineer/Geologist	\$179	\$183.30	\$188.80	\$194.46	\$200.29
Senior Engineer/Geologist	\$150	\$153.60	\$158.21	\$162.96	\$167.85
Project Engineer/Geologist	\$126	\$129.02	\$132.89	\$136.88	\$140.99
Staff Engineer/Geologist	\$108	\$110.59	\$113.91	\$117.33	\$120.85
Senior GIS/CADD Specialist	\$88	\$90.11	\$92.81	\$95.59	\$98.46
Project Assistant	\$79	\$80.90	\$83.33	\$85.83	\$88.40
Technician	\$171	\$175.10	\$180.35	\$185.76	\$191.33
Contract Administrator	\$122	\$124.93	\$128.68	\$132.54	\$136.52
Administration/Clerical	\$73	\$74.75	\$76.99	\$79.30	\$81.68
Moisture Content (ASTM D 2216)	\$22	\$22.53	\$23.21	\$23.91	\$24.63
Moisture & Density (ASTM D 4318)	\$30	\$30.72	\$31.64	\$32.59	\$33.57
Atterberg Limits (ASTM D 4318)	\$196	\$200.70	\$206.72	\$212.92	\$219.31
Compaction Curve, 4" mold (ASTM D 1557)	\$249	\$254.98	\$262.63	\$270.51	\$278.63
Compaction Curve, 6" mold (ASTM D 1557)	\$308	\$315.39	\$324.85	\$334.60	\$344.64
Wash over #200 Sieve (ASTM D 1140)	\$69	\$70.66	\$72.78	\$74.96	\$77.21
Sieve Analysis with #200 Wash (ASTM D 422)	\$143	\$146.43	\$150.82	\$155.34	\$160.00
Sieve & Hydrometer (ASTM D 422)	\$223	\$228.35	\$235.20	\$242.26	\$249.53
Unconfined Compression – Soil (ASTM D 2166)	\$80	\$81.92	\$84.38	\$86.91	\$89.52



**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION/ STAFF</b>	<b>ORIGINAL HOURLY/ UNIT RATE</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2019</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2020</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2021</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2022</b>
Unconfined Compression – Rock (ASTM D 7012)	\$230	\$235.52	\$242.59	\$249.87	\$257.37
Direct Shear – Consolidated Drained (ASTM D3080)	\$230/ point	\$235.52	\$242.59	\$249.87	\$257.37
Direct Shear – Consolidated Undrained (ASTM D3080m)	\$100/ point	\$102.40	\$105.47	\$108.63	\$111.89
Unconsolidated Undrained Triaxial (ASTM D2850)	\$145	\$148	\$152.93	\$157.52	\$162.25
Unconsolidated Undrained Triaxial (ASTM D2850) with Back Pressure Saturation	\$255	\$261.12	\$268.95	\$277.02	\$285.33
Consolidated Undrained Triaxial (ASTM D4767m) w/o pp	\$250/ point	\$256.00	\$263.68	\$271.59	\$279.74
Consolidated Undrained Triaxial (ASTM D4767m) w/o pp staged	\$490 for 2 or 3 stages	\$501.76	\$516.81	\$532.31	\$548.28
Consolidated Undrained Triaxial (ASTM D4767) w pp	\$500/ point	\$512.00	\$527.36	\$543.18	\$559.48
Consolidated Undrained Triaxial (ASTM D4767m) w pp staged	\$1000 for 2 or 3 stages	\$1,024.00	\$1,054.72	\$1,086.36	\$1,118.95
Consolidated Drained Triaxial (ASTM D7181)	\$640/ point	\$655.36	\$675.02	\$695.27	\$716.13

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION/ STAFF</b>	<b>ORIGINAL HOURLY/ UNIT RATE</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2019</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2020</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2021</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2022</b>
Consolidation (ASTM D2435)	\$400	\$409.60	\$421.89	\$434.55	\$447.59
Consolidation (ASTM D2435) Rebound – Reload per point	\$45	\$46.08	\$47.46	\$48.88	\$50.35
Naturally Occurring Asbestos (CARB 435 by TEM EPA Quantitative method, includes sample preparation)	\$500	\$512.00	\$527.36	\$543.18	\$559.48
<i>Note: <sup>1</sup>Most lab tests will be performed by Cal Engineering and Geology but some tests will be performed by other outside labs.</i>					
<b>Subconsultant: Cornerstone Environmental Construction<sup>2</sup></b>					
Project Director	\$104.00/ hour	\$106.50	\$109.70	\$112.99	\$116.38
Project Director: Overtime	\$145.60/ hour	\$149.09	\$153.56	\$158.17	\$162.92
Project Director: Double Time	\$187.20/ hour	\$191.69	\$197.44	\$203.36	\$209.46
Project Manager	\$100.00/ hour	\$102.40	\$105.47	\$108.63	\$111.89
Project Manager: Overtime	\$140.00/ hour	\$143.36	\$147.66	\$152.09	\$156.65
Project Manager: Double Time	\$180.00/ hour	\$184.32	\$189.85	\$195.55	\$201.42
Foreman	\$97.81/ hour	\$100.16	\$103.16	\$106.25	\$109.44
Foreman: Overtime	\$114.47/ hour	\$117.22	\$120.74	\$124.36	\$128.09
Foreman: Double Time	\$140.56/ hour	\$143.93	\$148.25	\$152.70	\$157.28
Equipment Operator (Group 3) / Grade Checker	\$96.61/ hour	\$98.93	\$101.90	\$104.96	\$108.11
Equipment Operator (Group 3) / Grade Checker: Overtime	\$112.72/ hour	\$115.43	\$118.89	\$122.46	\$126.13
Equipment Operator (Group 3) / Grade Checker: Double Time	\$138.23/ hour	\$141.55	\$145.80	\$150.17	\$154.68

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION/ STAFF</b>	<b>ORIGINAL HOURLY/ UNIT RATE</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2019</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2020</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2021</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2022</b>
Equipment Operator (Group 4)	\$94.96/ hour	\$97.24	\$100.16	\$103.16	\$106.25
Equipment Operator (Group 4): Overtime	\$110.30/ hour	\$112.95	\$116.34	\$119.83	\$123.42
Equipment Operator (Group 4): Double time	\$135.01/ hour	\$138.25	\$142.40	\$146.67	\$151.07
Equipment Operator (Group 5)	\$93.43/ hour	\$95.67	\$98.54	\$101.50	\$104.55
Equipment Operator (Group 5): Overtime	\$108.08/ hour	\$110.67	\$113.99	\$117.41	\$120.93
Equipment Operator (Group 5): Double Time	\$132.05/ hour	\$135.22	\$139.28	\$143.46	\$147.76
Equipment Operator (Group 6)	\$91.85/ hour	\$94.05	\$96.87	\$99.78	\$102.77
Equipment Operator (Group 6): Overtime	\$105.72/ hour	\$108.26	\$111.51	\$114.86	\$118.31
Equipment Operator (Group 6): Double Time	\$128.97/ hour	\$132.07	\$136.03	\$140.11	\$144.31
Equipment Operator (Group 7)	\$90.49/ hour	\$92.66	\$95.44	\$98.30	\$101.25
Equipment Operator (Group 7): Overtime	\$103.78/ hour	\$106.27	\$109.46	\$112.74	\$116.12
Equipment Operator (Group 7): Double Time	\$126.31/ hour	\$129.34	\$133.22	\$137.22	\$141.34
Laborer (Group 3)	\$72.86/ hour	\$74.61	\$76.85	\$79.16	\$81.53
Laborer (Group 3): Overtime	\$79.59/ hour	\$81.50	\$83.95	\$86.47	\$89.06
Laborer (Group 3): Double Time	\$96.81/ hour	\$99.13	\$102.10	\$105.16	\$108.31
Water Truck Driver (Teamster Group 2)	\$79.70/ hour	\$81.61	\$84.06	\$86.58	\$89.18
Water Truck Driver (Teamster Group 2): Overtime	\$89.15/ hour	\$91.29	\$94.03	\$96.85	\$99.76
Water Truck Driver (Teamster Group 2): Double time	\$107.80/ hour	\$110.39	\$113.70	\$117.11	\$120.62
Per Diem per person: only for overnight stays	\$149/day	\$152.58	\$157.16	\$161.87	\$166.73
Travel to Site per person	\$60/week	\$61.44	\$63.28	\$65.18	\$67.14

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION/ STAFF</b>	<b>ORIGINAL HOURLY/ UNIT RATE</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2019</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2020</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2021</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2022</b>
Pickup Truck	\$200/day	\$204.80	\$210.94	\$217.27	\$223.79
Cat 320 Excavator	\$645/day	\$660.48	\$680.29	\$700.70	\$721.72
Cat 336 Excavator	\$1,580/ day	\$1,617.92	\$1,666.46	\$1,716.45	\$1,767.94
John Deere 135 Excavator	\$450/day	\$460.80	\$474.62	\$488.86	\$503.53
Cat 740 Articulated Dump Truck	\$1,335/ day	\$1,367.04	\$1,408.05	\$1,450.29	\$1,493.80
Cat D6 Dozer	\$825/day	\$844.80	\$870.14	\$896.24	\$923.13
Cat D4 Dozer	\$365/day	\$373.76	\$384.97	\$396.52	\$408.42
Cat CP56, 84" Smooth Drum Compactor	\$860/day	\$880.64	\$907.06	\$934.27	\$962.30
John Deere 544 Loader	\$450/day	\$460.80	\$474.62	\$488.86	\$503.53
John Deere 644 Loader	\$590/day	\$604.16	\$622.28	\$640.95	\$660.18
Cat 14M Motor Grader	\$1,020/ day	\$1,044.48	\$1,075.81	\$1,108.08	\$1,141.32
Water Truck - 2,000 gal.	\$360/day	\$368.64	\$379.70	\$391.09	\$402.82
Water Truck - 4,000 gal.	\$608/day	\$622.59	\$641.27	\$660.51	\$680.33
Gradall (5,000 lbs)	\$304/day	\$311.30	\$320.64	\$330.26	\$340.17
Case 580 Backhoe	\$365/day	\$373.76	\$384.97	\$396.52	\$408.42
Bobcat Skidsteer	\$310/day	\$317.44	\$326.96	\$336.77	\$346.87
Laser level	\$70/day	\$71.68	\$73.83	\$76.04	\$78.32
Supplies and Outside Services	Cost + 5%	Cost + 5%	Cost + 5%	Cost + 5%	Cost + 5%
<i>Note: <sup>2</sup>Overtime applies to work over 8 hours per day or over 40 hours per week. Double Time applies to work beyond 12 hours per day or 56 hours per week or work on Sunday.</i>					
<b>Subconsultant: dot.dat.inc</b>					
Data Processor	\$80	\$81.92	\$84.38	\$86.91	\$89.52
<b>Subconsultant: Far Western Anthropological Research Group</b>					
Principal Investigator 200	\$160	\$163.84	\$168.76	\$173.82	\$179.03
Principal Investigator 400	\$142	\$145.41	\$149.77	\$154.26	\$158.89
Principal Investigator 600	\$106	\$108.54	\$111.80	\$115.15	\$118.60
Senior Archaeologist 200	\$92	\$94.21	\$97.04	\$99.95	\$102.95
Senior Archaeologist 400	\$81	\$82.94	\$85.43	\$87.99	\$90.63

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION/ STAFF</b>	<b>ORIGINAL HOURLY/ UNIT RATE</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2019</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2020</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2021</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2022</b>
Senior Archaeologist 600	\$67	\$68.61	\$70.67	\$72.79	\$74.97
Staff Archaeologist 200	\$61	\$62.46	\$64.33	\$66.26	\$68.25
Staff Archaeologist 400	\$53	\$54.27	\$55.90	\$57.58	\$59.31
Geoaarcheologist 200	\$142	\$145.41	\$149.77	\$154.26	\$158.89
Geoaarcheologist 100	\$92	\$94.21	\$97.04	\$99.95	\$102.95
GIS Supervisor 100	\$59	\$60.42	\$62.23	\$64.10	\$66.02
GIS Senior Analyst	\$77	\$78.85	\$81.22	\$83.66	\$86.17
GIS Assistant	\$58	\$59.39	\$61.17	\$63.01	\$64.90
Lab Director	\$107	\$109.57	\$112.86	\$116.25	\$119.74
Lab Assistant	\$104	\$106.50	\$109.70	\$112.99	\$116.38
Art Director	\$58	\$59.39	\$61.17	\$63.01	\$64.90
Production Supervisor	\$78	\$79.87	\$82.27	\$84.74	\$87.28
Production Assistant	\$47	\$48.13	\$49.57	\$51.06	\$52.59
<b>Subconsultant: GEI Consultants</b>					
Senior Principal	\$300	\$307.20	\$316.42	\$325.91	\$335.69
High Senior Consultant Grade 8	\$273	\$279.55	\$287.94	\$296.58	\$305.48
Mid Senior Consultant Grade 7	\$228	\$233.47	\$240.47	\$247.68	\$255.11
Senior Professional Grade 6	\$188	\$192.51	\$198.29	\$204.24	\$210.37
High Project Professional Grade 5	\$147	\$150.53	\$155.05	\$159.70	\$164.49
Mid Project Professional Grade 4	\$130	\$133.12	\$137.11	\$141.22	\$145.46
Project Professional Grade 3	\$113	\$115.71	\$119.18	\$122.76	\$126.44
Staff Professional Grade 2	\$101	\$103.42	\$106.52	\$109.72	\$113.01
Staff Professional Grade 1	\$92	\$94.21	\$97.04	\$99.95	\$102.95
Senior CADD Drafter and Designer	\$130	\$133.12	\$137.11	\$141.22	\$145.46
CADD, Drafter, Designer, Senior Technician	\$119	\$121.86	\$125.52	\$129.29	\$133.17
Field Professional, Technician, Word Processor, Administrative Staff	\$92	\$94.21	\$97.04	\$99.95	\$102.95

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION/ STAFF</b>	<b>ORIGINAL HOURLY/ UNIT RATE</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2019</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2020</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2021</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2022</b>
Office Aide	\$76	\$77.82	\$80.15	\$82.55	\$85.03
<b>Subconsultant: Horizon Water and Environment</b>					
Principal	\$220	\$225.28	\$232.04	\$239.00	\$246.17
Director	\$195	\$199.68	\$205.67	\$211.84	\$218.20
Senior Associate II	\$185	\$189.44	\$195.12	\$200.97	\$207.00
Senior Associate I	\$175	\$179.20	\$184.58	\$190.12	\$195.82
Associate II	\$165	\$168.96	\$174.03	\$179.25	\$184.63
Associate I	\$158	\$161.79	\$166.64	\$171.64	\$176.79
Analyst II	\$144	\$147.46	\$151.88	\$156.44	\$161.13
Analyst I	\$133	\$136.19	\$140.28	\$144.49	\$148.82
GIS Analyst/CAD Technician	\$111	\$113.66	\$117.07	\$120.58	\$124.20
Technical Editor	\$102	\$104.45	\$107.58	\$110.81	\$114.13
Administrative Assistant	\$87	\$89.09	\$91.76	\$94.51	\$97.35
<b>Subconsultant: Johnson Marigot Consulting</b>					
Principal	\$185	\$189.44	\$195.12	\$200.97	\$207.00
Senior Regulatory Specialist	\$175	\$179.20	\$184.58	\$190.12	\$195.82
Associate Regulatory Specialist II	\$150	\$153.60	\$158.21	\$162.96	\$167.85
Associate Regulatory Specialist I	\$135	\$138.24	\$142.39	\$146.66	\$151.06
<b>Subconsultant: Lettis Consultants International</b>					
Senior Principal II	\$292	\$299.01	\$307.98	\$317.22	\$326.74
Senior Principal I	\$238	\$243.71	\$251.02	\$258.55	\$266.31
Principal	\$192	\$196.61	\$202.51	\$208.59	\$214.85
Senior	\$154	\$157.70	\$162.43	\$167.30	\$172.32
Senior Project	\$132	\$135.17	\$139.23	\$143.41	\$147.71
Project	\$108	\$110.59	\$113.91	\$117.33	\$120.85
Senior Staff	\$89	\$91.14	\$93.87	\$96.69	\$99.59
Staff	\$71	\$72.70	\$74.88	\$77.13	\$79.44
Project Support	\$94	\$96.26	\$99.15	\$102.12	\$105.18
<b>Subconsultant: Maine Technology Modeling Group</b>					
Project Manager	\$175	\$179.20	\$184.58	\$190.12	\$195.82
<b>Subconsultant: Micko Consultants</b>					
Project Manager	\$110	\$112.64	\$116.02	\$119.50	\$123.09

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION/ STAFF</b>	<b>ORIGINAL HOURLY/ UNIT RATE</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2019</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2020</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2021</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2022</b>
<b>Subconsultant: M. Lee Corporation</b>					
Chief Estimator/Scheduler	\$224	\$229.38	\$236.26	\$243.35	\$250.65
Senior MEP Estimator/Scheduler	\$213	\$218.11	\$224.65	\$231.39	\$238.33
Senior Estimator/Scheduler	\$187	\$191.49	\$197.23	\$203.15	\$209.24
Estimator/Scheduler	\$145	\$148.48	\$152.93	\$157.52	\$162.25
<b>Subconsultant: Ruen Drilling<sup>3</sup></b>					
Mobilization to staging area	\$7,800	\$7,987.20	\$8,226.82	\$8,473.62	\$8,727.83
Operating rate per 2-Man Crew	\$285/hour	\$291.84	\$300.60	\$309.62	\$318.91
Operating rate per 2-Man Crew: Overtime	\$315/hour	\$322.56	\$332.24	\$342.21	\$352.48
Operating rate per 2-Man Crew: Double Time	\$340/hour	\$348.16	\$358.60	\$369.36	\$380.44
Extra drill helper/water truck driver	\$85/hour	\$87.04	\$89.65	\$92.34	\$95.11
Extra drill helper/water truck driver: Overtime	\$97/hour	\$99.33	\$102.31	\$105.38	\$108.54
Extra drill helper/water truck driver: Double Time	\$124/hour	\$126.98	\$130.79	\$134.71	\$138.75
Stand-by Time (2-man crew)	\$225/hour	\$230.40	\$237.31	\$244.43	\$251.76
HWT or HQ-3 drilling (in addition to operating rate)	\$18.50/foot	\$18.94	\$19.51	\$20.10	\$20.70
Packer Equipment (per system)	\$750/week	\$768.00	\$791.04	\$814.77	\$839.21
Water Truck	\$2,200/week	\$2,252.80	\$2,320.38	\$2,389.99	\$2,461.69
Forklift / Skid Steer	\$1,100/week	\$1,126.40	\$1,160.19	\$1,195.00	\$1,230.85
Supplies and outside services	Cost + 5%	Cost + 5%	Cost + 5%	Cost + 5%	Cost + 5%

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION/ STAFF</b>	<b>ORIGINAL HOURLY/ UNIT RATE</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2019</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2020</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2021</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2022</b>
Per Diem per person – only for overnight stays; includes Sundays when working 6 days per week	\$149/day	\$152.58	\$157.16	\$161.87	\$166.73
<i>Note: <sup>3</sup>Overtime applies to work over 8 hours per day or over 40 hours per week. Double Time applies to work beyond 12 hours per day or 56 hours per week or work on Sunday.</i>					
<b>Subconsultant: Stantec Consulting Services</b>					
Principal	\$300	\$307.20	\$316.42	\$325.91	\$335.69
Project Manager	\$261	\$267.26	\$275.28	\$283.54	\$292.05
Senior Manager	\$248	\$253.95	\$261.57	\$269.42	\$277.50
Senior Project Engineer/Scientist	\$228	\$233.47	\$240.47	\$247.68	\$255.11
Project Engineer/Scientist	\$190	\$194.56	\$200.40	\$206.41	\$212.60
Supervising Engineer/Scientist	\$170	\$174.08	\$179.30	\$184.68	\$190.22
Senior Engineer/Scientist	\$146	\$149.50	\$153.99	\$158.61	\$163.37
Junior Engineer/Scientist	\$108	\$110.59	\$113.91	\$117.33	\$120.85
Staff Engineer/Scientist	\$126	\$129.02	\$132.89	\$136.88	\$140.99
Senior GIS/CAD/Graphics	\$146	\$149.50	\$153.99	\$158.61	\$163.37
GIS/CAD/Graphics	\$108	\$110.59	\$113.91	\$117.33	\$120.85
Editor	\$141	\$144.38	\$148.71	\$153.17	\$157.77
Contract Administrator	\$103	\$105.47	\$108.63	\$111.89	\$115.25
Administrative Assistant/Typist	\$76	\$77.82	\$80.15	\$82.55	\$85.03
<b>Subconsultant: Taber Drilling<sup>4</sup></b>					
Land Rig Mob/Demob	\$3,000/rig	\$3,072.00	\$3,164.16	\$3,259.08	\$3,356.85
Barge Rig Mob/Demob	\$12,800/rig	\$13,107.20	\$13,500.42	\$13,905.43	\$14,322.59
Exploration Drill (2-Man Crew + Typical Support Equipment)	\$385/hour	\$394.24	\$406.07	\$418.25	\$430.80
Premium Exploration Drill (Over 8 Hours Daily) <sup>4a</sup>	\$435/hour	\$445.44	\$458.80	\$472.56	\$486.74
Drill Crew and Equipment Standby	275/hour	\$281.60	\$290.05	\$298.75	\$307.71



**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION/ STAFF</b>	<b>ORIGINAL HOURLY/ UNIT RATE</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2019</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2020</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2021</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2022</b>
Additional Drill Helper (Any Drill)	\$100/hour	\$102.40	\$105.47	\$108.63	\$111.89
Premium Additional Drill Helper (Any Drill)	\$120/hour	\$122.88	\$126.57	\$130.37	\$134.28
CPT Testing, Grouted, 20-Ton (Includes Data Report)	\$20/linear foot (LF)	\$20.48	\$21.09	\$21.72	\$22.37
CPT Seismic, Grouted, 20-Ton (Includes Data Report)	\$23/LF	\$23.55	\$24.26	\$24.99	\$25.74
CPT On Site Move / Set-Up and Standby	\$395/hour	\$404.48	\$416.61	\$429.11	\$441.98
Travel, Exploration Crew	\$225/hour	\$230.40	\$237.31	\$244.43	\$251.76
Over-Water Exploration (Barge; 3-Man Crew + Support Equipment)	\$625/hour	\$640.00	\$659.20	\$678.98	\$699.35
PQ Triple Tube Diamond Bit Charge (Supplemental to Hourly Drill Rates)	\$15/LF	\$15.36	\$15.82	\$16.29	\$16.78
HQ, NQ, Nx, BQ Triple Tube Diamond Bit Charge (Supplemental Rate)	\$12/LF	\$12.29	\$12.66	\$13.04	\$13.43
Cuttings Disposal (By 55-Gallon DOT Drum; Non-Hazardous Only)	\$150/ barrel	\$153.60	\$158.21	\$162.96	\$167.85
Cuttings Disposal (Cuttings in Tank or Bin; Non-Hazardous Only)	\$2.50/ gallon	\$2.56	\$2.64	\$2.72	\$2.80
Polaris 6X6 All-Terrain Support Vehicle (Billed Only as Used)	\$125/day	\$128.00	\$131.84	\$135.80	\$139.87
Air Compressor (Billed Only as Used)	\$450/day	\$460.80	\$474.62	\$488.86	\$503.53
Down Hole Air Hammer and Air Tools (Billed Only as Used)	\$350/day	\$358.40	\$369.15	\$380.22	\$391.63
Per Diem Expense for Drill or CPT Crew Members (Minimum Rate) <sup>4b</sup>	\$149/day	\$152.58	\$157.16	\$161.87	\$166.73

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

CLASSIFICATION/ STAFF	ORIGINAL HOURLY/ UNIT RATE	HOURLY/ UNIT RATE EFFECTIVE 12/1/2019	HOURLY/ UNIT RATE EFFECTIVE 12/1/2020	HOURLY/ UNIT RATE EFFECTIVE 12/1/2021	HOURLY/ UNIT RATE EFFECTIVE 12/1/2022
SPT Energy Analysis (Site Specific, Includes Report but Not Travel)	\$2,750/ lump sum	\$2,816.00	\$2,900.48	\$2,987.49	\$3,077.11
Job Materials (Cement, Bentonite, Liners, Plastic Sheeting, etc)	Cost + 5%	Cost + 5%	Cost + 5%	Cost + 5%	Cost + 5%
Outside Support Services (Equipment Rental, Fencing, Traffic Control, etc.)	Cost + 5%	Cost + 5%	Cost + 5%	Cost + 5%	Cost + 5%
<b>Note:</b> <sup>4a</sup> Premium time applies on work over 8 hours per day or any weekend work.					
<b>Note:</b> <sup>4b</sup> Per Diem is only for overnight stays.					
<b>Subconsultant: Telamon Engineering Consultants</b>					
Project Manager	\$234	\$239.62	\$246.81	\$254.21	\$261.84
Sr. Engineer	\$181	\$185.34	\$190.90	\$196.63	\$202.53
Engineer III	\$166	\$169.98	\$175.08	\$180.33	\$185.74
Engineer II	\$151	\$154.62	\$159.26	\$164.04	\$168.96
Engineer I	\$120	\$122.88	\$126.57	\$130.37	\$134.28
CADD Manager	\$151	\$154.62	\$159.26	\$164.04	\$168.96
CADD III	\$120	\$122.88	\$126.57	\$130.37	\$134.28
CADD II	\$105	\$107.52	\$110.75	\$114.07	\$117.49
CADD I	\$90	\$92.16	\$94.92	\$97.77	\$100.70
Survey Manager	\$211	\$216.06	\$222.54	\$229.22	\$236.10
Survey Party Chief	\$166	\$169.98	\$175.08	\$180.33	\$185.74
Survey Field Crew	\$126	\$129.02	\$132.89	\$136.88	\$140.99
Office Surveyor	\$126	\$129.02	\$132.89	\$136.88	\$140.99
Project Assistant	\$96	\$98.30	\$101.25	\$104.29	\$107.42
Utility Locator	\$135	\$138.24	\$142.39	\$146.66	\$151.06
<b>Subconsultant: Westwater Research</b>					
Principal	\$210	\$215.04	\$221.49	\$228.13	\$234.97
Economist, Senior	\$175	\$179.20	\$184.58	\$190.12	\$195.82
Economist	\$119	\$121.86	\$125.52	\$129.29	\$133.17
Economist, Junior	\$80	\$81.92	\$84.38	\$86.91	\$89.52
GIS Analysts and Data Management	\$105	\$107.52	\$110.75	\$114.07	\$117.49
Accounting Manager	\$77	\$78.85	\$81.22	\$83.66	\$86.17
<b>Subconsultant: Norcal Geophysical Consultants</b>					
Senior Associate Geophysicist	\$195	\$199.68	\$205.67	\$211.84	\$218.20
Senior Geophysicist	\$156	\$159.74	\$164.53	\$169.47	\$174.55

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION/ STAFF</b>	<b>ORIGINAL HOURLY/ UNIT RATE</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2019</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2020</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2021</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2022</b>
Geophysicist	\$132	\$135.17	\$139.23	\$143.41	\$147.71
Senior Geophysical Technician	\$120	\$122.88	\$126.57	\$130.37	\$134.28
Geophysical Technician	\$90	\$92.16	\$94.92	\$97.77	\$100.70
Graphical Services	\$110	\$112.64	\$116.02	\$119.50	\$123.09
Clerical Support	\$90	\$92.16	\$94.92	\$97.77	\$100.70
Ground Penetrating Radar	\$600	\$614.40	\$632.83	\$651.81	\$671.36
Seismic System (24-channel)	\$600	\$614.40	\$632.83	\$651.81	\$671.36
Accelerated Weight Drop	\$150	\$153.60	\$158.21	\$162.96	\$167.85
Electromagnetic Terrain Conductivity (EM-31/Profiler)	\$350	\$358.40	\$369.15	\$380.22	\$391.63
Electrical Resistivity — STING SYSTEM (R-1)	\$650	\$665.60	\$685.57	\$706.14	\$727.32
Electrical Resistivity - STING SYSTEM (R-8)	\$750	\$768.00	\$791.04	\$814.77	\$839.21
Magnetometer/Gradio meter/VLF	\$400	\$409.60	\$421.89	\$434.55	\$447.59
Global Positioning System (GPS)	\$100	\$102.40	\$105.47	\$108.63	\$111.89
Line Locator Systems (RD—400, 600, 4000, 6000)	\$200	\$204.80	\$210.94	\$217.27	\$223.79
Self-Potential	\$250	\$256.00	\$263.68	\$271.59	\$279.74
Magnetic Locator (M-Scope)	\$200	\$204.80	\$210.94	\$217.27	\$223.79
Rental Equipment	Cost + 5%	Cost + 5%	Cost + 5%	Cost + 5%	Cost + 5%
Borehole Logging Equipment	Separate Schedule	Separate Schedule	Separate Schedule	Separate Schedule	Separate Schedule
Company Owned Vehicles	\$100	\$102.40	\$105.47	\$108.63	\$111.89
All Terrain Vehicle (ATV)	\$150	\$153.60	\$158.21	\$162.96	\$167.85
Per-Diem per California State Regulations	\$149	\$152.58	\$157.16	\$161.87	\$166.73
Vehicle Mileage per IRS rates	IRS rates	IRS rates	IRS rates	IRS rates	IRS rates

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION/ STAFF</b>	<b>ORIGINAL HOURLY/ UNIT RATE</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2019</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2020</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2021</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2022</b>
Air Fare, Air Freight, Rental Vehicles, etc. charged at cost	Cost	Cost	Cost	Cost	Cost
Mobilization - Round trip travel time to job site and return to NORCAL office; includes geophysicist time, vehicle usage and fuel	\$200	\$204.80	\$210.94	\$217.27	\$223.79
On-Site Geophysical Logging - Includes geophysicist, logging vehicle and vehicle housed logging equipment	\$250	\$256.00	\$263.68	\$271.59	\$279.74
Electric log -natural gamma, SP, 16 & 64 inch normal resistivity & point resistance	\$450	\$460.80	\$474.62	\$488.86	\$503.53
Caliper	\$400	\$409.60	\$421.89	\$434.55	\$447.59
Induction conductivity	\$500	\$512.00	\$527.36	\$543.18	\$559.48
Temperature—fluid conductivity	\$400	\$409.60	\$421.89	\$434.55	\$447.59
Guard resistivity and natural gamma	\$500	\$512.00	\$527.36	\$543.18	\$559.48
Borehole inclination / deviation	\$450	\$460.80	\$474.62	\$488.86	\$503.53
Video	\$400	\$409.60	\$421.89	\$434.55	\$447.59
Heat-pulse flow meter (ambient conditions)	\$500	\$512.00	\$527.36	\$543.18	\$559.48
Sonic (full—wave form)	\$800	\$819.20	\$843.78	\$869.09	\$895.16
Acoustic or optical televiwer (OPTV- BHTV)	\$1,400	\$1,433.60	\$1,476.61	\$1,520.91	\$1,566.54
P&S Wave Suspension Logger	\$1,400	\$1,433.60	\$1,476.61	\$1,520.91	\$1,566.54
Borehole depths greater than 300 ft	Separate Schedule	Separate Schedule	Separate Schedule	Separate Schedule	Separate Schedule
Surface Geophysical Surveys	Separate Schedule	Separate Schedule	Separate Schedule	Separate Schedule	Separate Schedule

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION/ STAFF</b>	<b>ORIGINAL HOURLY/ UNIT RATE</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2019</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2020</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2021</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2022</b>
On-site Standby -  Due to drilling delays, hole blockage, difficult access to drill hole, inclement weather, administrative and other site protocols or procedures	\$200	\$204.80	\$210.94	\$217.27	\$223.79
Standard Log Preparation / Presentation — 2 copies	\$200	\$204.80	\$210.94	\$217.27	\$223.79
Image Log Analysis/Presentation (OPTV-BHTV)	\$4.00	\$4.10	\$4.22	\$4.35	\$4.48
Standard Log Data Processing	\$200	\$204.80	\$210.94	\$217.27	\$223.79
Per diem per California State Regulations	\$149	\$152.58	\$157.16	\$161.87	\$166.73
Job Specific or Specialized Rental / Leased Equipment - specialized logging tools, submersible pumps, steam cleaners, generators, etc.	Cost + 5%	Cost + 5%	Cost + 5%	Cost + 5%	Cost + 5%
Air Fare, Air Freight, Rental Vehicles, etc. charged per California State Regulations	Cost	Cost	Cost	Cost	Cost
<b>Subconsultant: Cinguini &amp; Passarino</b>					
Senior Hydrographer	\$188	\$192.51	\$198.29	\$204.24	\$210.37
Project Manager/Hydro	\$172	\$176.13	\$181.41	\$186.85	\$192.46
CAD Technician	\$118	\$120.83	\$124.45	\$128.18	\$132.03
Field Ops (Vessel Captain)	\$105	\$107.52	\$110.75	\$114.07	\$117.49
<b>Subconsultant: Reddy Anthropology Consulting</b>					
Anthropologist	\$125	\$128.00	\$131.84	\$135.80	\$139.87
<b>Subconsultant: Engineering Solutions, LLC.</b>					
Consultant	-	-	\$260.00	\$267.80	\$275.83
<b>Subconsultant: JWF Consulting, LLC.</b>					
Consultant	-	-	\$275.00	\$283.25	\$291.75

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION/ STAFF</b>	<b>ORIGINAL HOURLY/ UNIT RATE</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2019</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2020</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2021</b>	<b>HOURLY/ UNIT RATE EFFECTIVE 12/1/2022</b>
<b>Subconsultant: Kinnetic Laboratories, Inc.</b>					
Mobilization/ Demobilization	-	-	\$2,928.00	\$3,015.84	\$3,106.32
Labor (4 personnel) per Day	-	-	\$5,800.00	\$5,974.00	\$6,153.22
Equipment (Barge, vibracore, generator, skiff, vehicles, support equipment, supplies) per Day	-	-	\$2,600.00	\$2,678.00	\$2,758.34
Equipment Decontamination (10- man hours)	-	-	\$940.00	\$968.20	\$997.25
<b>Subconsultant: M Pauletto and Associates, LLC.</b>					
Consultant	-	-	\$330.00	\$339.90	\$350.10
<b>Subconsultant: Badger Daylighting Corp.</b>					
Hydrovac With Operator	-	-	-	\$310.00	\$319.30
Hydrovac With Operator Overtime	-	-	-	\$350.00	\$360.50
Additional Operator	-	-	-	\$130.00	\$133.90
Additional Operator Overtime	-	-	-	\$180.00	\$185.40
Safety Supplies	-	-	-	\$30.00	\$30.90
Backfilling	-	-	-	\$250.00	\$257.50
Supply Water	-	-	-	\$130.00	\$133.90
Remote Hose	-	-	-	\$5.00	\$5.15
Support Truck	-	-	-	\$125.00	\$128.75
3rd Party Service	-	-	-	\$1,000.00	\$1,030.00
3rd Party Service Overtime	-	-	-	\$1,500.00	\$1,545.00
<b>Subconsultant: Bess Test Labs</b>					
Project Management	-	-	-	-	\$150.00
Project Coordination	-	-	-	-	\$130.00
Licensed Professional	-	-	-	-	\$160.00
LiDAR/UAD/Geophysic al Processing	-	-	-	-	\$100.00
CAD Technician	-	-	-	-	\$115.00
Reports/Sketches/ Clerical	-	-	-	-	\$100.00
Data Processing	-	-	-	-	\$130.00
Other Services – separate schedule					

Amendment No. 1 to Agreement A4215Aa  
Planning, Design, and Environmental Documentation and Permitting  
Support Services for the Pacheco Reservoir Expansion Project  
Ver: 7/14/2023

Agreement No. A4215A / CAS File No. 4843

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

CLASSIFICATION/ STAFF	ORIGINAL HOURLY/ UNIT RATE	HOURLY/ UNIT RATE EFFECTIVE 12/1/2019	HOURLY/ UNIT RATE EFFECTIVE 12/1/2020	HOURLY/ UNIT RATE EFFECTIVE 12/1/2021	HOURLY/ UNIT RATE EFFECTIVE 12/1/2022
<b>Subconsultant: ZZ Technology</b>					
Engineering	-	-	-	\$120.00	\$123.60
Drafting	-	-	-	\$80.00	\$82.40
Clerical	-	-	-	\$50.00	\$51.50
On-Site Assistance	-	-	-	\$180.00	\$185.40
<b>Subconsultant: Sinton Helicopters</b>					
JetRanger with Pilot	-	-	-	\$1,035.72	
Airport Fees	-	-	-	Cost + 5%	Cost + 5%
<b>Subconsultant: National Data &amp; Surveying Services</b>					
<i>Service Type</i>	<i>Description</i>		<i>Quantity</i>	<i>Rate</i>	<i>Line Total</i>
TMC-9	4-Hr. Turning Movement Count (Monday AM) 4 hr. Extra Camera due to intersection size over 220 feet diagonally w/Peds & bikes; 6 AM-10 AM		1	\$490.00	\$490.00
TMC-9	8-Hr. Turning Movement Count (Tue/Wed/Th) 8 Hr. Extra Camera due to intersection size over 220 feet diagonally w/Peds & Bikes; 6 AM-10 AM/3 PM-7 PM		1	\$850.00	\$850.00
TMC-9	4-Hr. Turning Movement Count (Friday PM) 4 Hr. Extra Camera due to intersection size over 220 feet diagonally w/Peds & Bikes; 3 - 7 PM		1	\$490.00	\$490.00
TMC-9	2-Hr. Turning Movement Count (Saturday) 2 Hr. Extra Camera due to intersection size over 220 feet diagonally w/Peds & Bikes; 11 AM-1 PM		1	\$325.00	\$325.00
ATR-9	7 Day x 24 Hr. Bi-Directional ADT Machine Count 24 Hr. Volume, 7-Days x 24-Hours Volume		4	\$520.00	\$2080.00
OTH-9	Fuel Surcharge – Travel (Hollister, CA)		1	\$100.00	\$100.00

## NOTES:

- Hourly rates for Consultant, Subconsultants, Contractors, and Vendors were approved administratively as documented in letters from Valley Water to Consultant dated January 3, 2020, December 2, 2020, December 20, 2021, March 23, 2022, April 11, 2022, June 1, 2022, September 20, 2022, August 26, 2022, October 17, 2022, November 8, 2022, and December 6, 2022; documented in Valley Water's internal administrative approval form (FC1165); and are formally incorporated in this Amendment No. 1.
- Subconsultant, Cal Engineering & Geology, Inc., now known as Haley & Aldrich, Inc. effective April 1, 2023.

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**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT TWO  
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all of the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on **November 30, 2028**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
3. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

**PROJECT SCHEDULE**

<b>Task</b>	<b>Description</b>	<b>Duration From Notice to Proceed (months)</b>
1	Project Management	Term of Agreement
2	Data Review and Problem Definition	62
3	Alternatives Analysis	45
4	Staff-Recommended Alternative	47
5	Planning Study Report and State Feasibility Report	47
6	Environmental Documentation and Regulatory Compliance	99
7	Geotechnical Data Collection and Investigations	62
8	Basis of Design Report	93
9	30 Percent Design Document Preparation	41
10	60 Percent Design Document Preparation	65
11	90 Percent Design Document Preparation	81
12	Final Design Document Preparation	90
13	Bid and Award Services	103
14	Water Allocation Plan	51
15	Optional Services to Prepare Federal Feasibility Report and NEPA Documents	Term of Agreement
16	Supplemental Services	Term of Agreement

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**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT THREE  
CONSULTANT'S KEY PERSONNEL AND SUBCONSULTANTS**

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

<b>Team Member</b>	<b>Classification</b>	<b>Project Role</b>	<b>Contact Information</b>
Robert Green	Project Manager	Project Manager	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3036 <a href="mailto:Robert.K.Green@aecom.com">Robert.K.Green@aecom.com</a>
Theodore Feldsher	Vice President	Principal	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3245 <a href="mailto:Theodore.Feldsher@aecom.com">Theodore.Feldsher@aecom.com</a>
Rajendram Arulnathan	Senior Project Engineer/Scientist	Engineering and Design Manager	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-1763 <a href="mailto:Rajendram.Arulnathan@aecom.com">Rajendram.Arulnathan@aecom.com</a>

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

<b>Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
Stantec Consulting Services, Inc	Environmental & Planning	Mary Paasch 3301C Street, Suite 300 Sacramento, CA 95816 916-418-8414 <a href="mailto:Mary.Paasch@stantec.com">Mary.Paasch@stantec.com</a>
GEI Consultants, Inc.	Dam Evaluation & Design/ DSOD Coordination	David Gutierrez 2868 Prospect Park Drive, Suite 400 Rancho Cordova, CA 95670 916-596-1799 <a href="mailto:dgutierrez@geiconsultants.com">dgutierrez@geiconsultants.com</a>
Ascent Environmental, Inc.	Air Quality/GHG	Dimitri Antoniou 455 Capitol Mall, Suite 300 Sacramento, CA 95814 916-930-3195 <a href="mailto:Dimitri.Antoniou@ascentenvironmental.com">Dimitri.Antoniou@ascentenvironmental.com</a>
Haley & Aldrich, Inc. (Now Known As: Cal Engineering & Geology, Inc.)	Geotechnical/Geology Support, Lab Testing	Kate Krug 6455 Almaden Expressway, Suite 100 San Jose, CA 95120 530-632-0734 <a href="mailto:kkrug@caleng.com">kkrug@caleng.com</a>

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT THREE  
CONSULTANT'S KEY PERSONNEL AND SUBCONSULTANTS**

<b>Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
Cornerstone Environmental Contractors, Inc.	Trenches, Test Pits, Access Roads	Randy Fowler PO Box 5127 Concord, CA 94524 925-324-0560 <a href="mailto:rfowler@cornerstoneenv.com">rfowler@cornerstoneenv.com</a>
dot.dat.inc	Boring Logs/gINT	Dot Nelson 4 Sweetwater Irvine, CA 92603 949-854-3522 <a href="mailto:dotdat@cox.net">dotdat@cox.net</a>
Far Western Anthropological Research Group, Inc.	Environmental Investigation & Studies – Cultural	Brian Byrd 2727 Del Rio Place, Suite A Davis, CA 95618 530-756-3941 ext. 122 <a href="mailto:brian@farwestern.com">brian@farwestern.com</a>
Horizon Water and Environmental, LLC	Environmental	Ken Schwarz 266 Grand Avenue, Suite 210 Oakland CA 94610 510-986-1851 <a href="mailto:ken@horizonh2o.com">ken@horizonh2o.com</a>
Johnson Marigot Consulting, LLC	Permitting, Clean Water Act	Cameron Johnson 88 North Hill Drive, Suite C Brisbane, CA 94005 415-602-2970 <a href="mailto:cameron.johnson@johnson-marigot.com">cameron.johnson@johnson-marigot.com</a>
Lettis Consultants International, Inc.	Geology & Seismicity	John Baldwin 1981 N. Broadway, Suite 330 Walnut Creek, CA 94596 925-482-0360 <a href="mailto:baldwin@lettisci.com">baldwin@lettisci.com</a>
M. Lee Corporation	Cost Estimating	Franklin Lee 601 Montgomery Street, Suite 2040 San Francisco, CA 94111 415-693-0236 <a href="mailto:flee@mleecorp.com">flee@mleecorp.com</a>
Maine Technology Modeling Group	Operations & System Modeling	Kent Haake 39 Avenue B Acton, ME 04001 413-695-1533 <a href="mailto:khaake2011@gmail.com">khaake2011@gmail.com</a>

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
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<b>Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
Micko Consultants	Pacheco Creek Model	Jeffrey Micko 1132 Carnforth Court San Jose, CA 95120 408-896-1803 <a href="mailto:jmicko@sbcglobal.net">jmicko@sbcglobal.net</a>
Ruen Drilling	Rock Drilling, Helicopter Access	Jerry Marasovich P.O. Box 267 2320 River Road Clark Fork, ID 83811 209-988-4261 <a href="mailto:Jerry.marasovich@ruendrilling.com">Jerry.marasovich@ruendrilling.com</a>
Taber Drilling	Drilling	Brian Young 536 Galveston Street West Sacramento, CA 95691 916-371-8234 <a href="mailto:BYoung@taberdrilling.com">BYoung@taberdrilling.com</a>
Telamon Engineering Consultants, Inc.	Civil Engineering/Surveying/Utilities	Mennor Chan 855 Folsom Street, Suite 142 San Francisco, CA 94107 415-837-1336 <a href="mailto:Mennor.C@telamoninc.com">Mennor.C@telamoninc.com</a>
Westwater Research, LLC	Planning & State Feasibility Report	Harry Seely 20522 NE 116th Circle Brush Prairie, WA 98606 360-695-5233 <a href="mailto:seely@waterexchange.com">seely@waterexchange.com</a>
Norcal Geophysical Consultants	Geophysical Surveys	Don J. Kirker 321A Blodgett Street Cotati, California 94931 707-978-7039 <a href="mailto:dkirker@norcalgeophysical.com">dkirker@norcalgeophysical.com</a>
Cinguini & Passarino	Bathymetry	James Kulpa 1360 No. Dutton Avenue, Suite 150 Santa Rosa, CA 95401 707 542-6268 <a href="mailto:jkulpa@cinquinipassarino.com">jkulpa@cinquinipassarino.com</a>
Reddy Anthropology Consulting	Ethnography	Seetha Reddy 1529 Pastal Way Davis, CA 95618 530-902-3818 <a href="mailto:reddyanthropology@gmail.com">reddyanthropology@gmail.com</a>

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
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REVISED ATTACHMENT THREE  
CONSULTANT'S KEY PERSONNEL AND SUBCONSULTANTS**

<b>Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
Engineering Solutions, LLC.	Construction Sequencing and Costs	Dan Hertel PO Box 11983 Bozeman, MT 59719 406-579-6261 <a href="mailto:dhertel@engineering-solutionsmt.com">dhertel@engineering-solutionsmt.com</a>
JWF Consulting, LLC.	Potential Failure Modes	John France 6553 East Costilla Place Centennial, CO 80112 303-809-3117 <a href="mailto:johnwfrance.pe@gmail.com">johnwfrance.pe@gmail.com</a>
Kinnetic Laboratories, Inc.	Vibrocore Services	Kenneth Kronschnabl PO Box 1040 307 Washington Street Santa Cruz, CA 95061 831-457-3950 <a href="mailto:kkronsch@kinneticlabs.net">kkronsch@kinneticlabs.net</a>
MPauletto and Associates, LLC.	Aggregate Processing	Mike Pauletto 11204 NW 37th Court Vancouver, WA 98685 360-921-4172 <a href="mailto:mike@mpauletto.com">mike@mpauletto.com</a>
Badger Daylighting	Vacuum Services for Potholing	Richard Williams 1420 Industrial Ave. San Jose, CA 95112 408-878-5712 <a href="mailto:riwilliams@badgerinc.com">riwilliams@badgerinc.com</a>
Bess Test Labs	Utility Clearance & Traffic Control	Joseph Bohorquez 2463 Tripaldi Way Hayward, CA 94545 408-988-0101 <a href="mailto:joseph@besstestlab.com">joseph@besstestlab.com</a>
ZZ Technology	Surge Analysis	Larry Crossley 727 Center Lane Santa Paula, CA 93060 805-933-1429 <a href="mailto:lcrossley1@roadrunner.com">lcrossley1@roadrunner.com</a>
Sinton Helicopters	Helicopter Services	Scott Sinton PO Box 337 Paso Robles, CA 93447 805-238-4037 <a href="mailto:scott@sintonhelicopters.com">scott@sintonhelicopters.com</a>

**AMENDMENT NO. 1 TO AGREEMENT A4215A  
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REVISED ATTACHMENT THREE  
CONSULTANT'S KEY PERSONNEL AND SUBCONSULTANTS**

<b>Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
National Data & Surveying Services	Traffic Measurement	Steve Sandbank 4740 Northgate Blvd., Suite 110 Sacramento, CA 95834 916-771-8700 <a href="mailto:Steve.sandbank@ndsdata.com">Steve.sandbank@ndsdata.com</a>

**NOTES:**

1. Subconsultant, Cal Engineering & Geology, Inc., now known as Haley & Aldrich, Inc. effective April 1, 2023.

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**AMENDMENT NO. 1 TO AGREEMENT A4215A  
REVISED SCHEDULE PD  
REVISED ATTACHMENT FOUR  
REFERENCE MATERIALS**

<b>Ref No.</b>	<b>Description</b>
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) (FC 1650)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: <a href="http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf">http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf</a>
3	District Procedures & Work Instructions
4	Memorandum of Understanding for the Proposed Pacheco Reservoir Expansion Project between the District, San Benito County Water District, and Pacheco Pass Water District dated June 27, 2018
5	Pacheco Reservoir Expansion Project Initial Study and Notice of Preparation dated August 2017

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