

**AMENDMENT NO. 3 TO
THE STANDARD CONSULTANT AGREEMENT A3555A**

**AMENDMENT NO. 3
TO THE STANDARD CONSULTANT AGREEMENT A3555A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND BLACK AND VEATCH**

This Amendment No. 3 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A3555A (Agreement) dated January 24, 2012 as amended by Amendment No. 1 dated April 1, 2014, and Amendment No. 2 dated June 24, 2014, between SANTA CLARA VALLEY WATER DISTRICT (District) and BLACK AND VEATCH (Consultant), collectively, the "Parties."

RECITALS

WHEREAS, Consultant is providing project management services for the Anderson Dam Seismic Retrofit Project (Project); and

WHEREAS, the Agreement provides that a certain portion of each invoice submitted by Consultant and paid by District will be withheld by District as Agreement retention and not released until the Services described in Revised Appendix One have been fully performed and, after completion of the Planning Study Report by the District's planning consultant, and completion of the 100% Plan, Specifications, and Project cost estimate by the District's design consultant, the District may, at its sole discretion, remit remaining progress payments to Consultant in full; and

WHEREAS, the Parties desire to amend the Agreement to provide for release of Agreement retention incrementally as certain tasks are completed including: the Planning Study Report by the District's planning consultant and 100% Plans, Specifications, and Project Cost Estimates prepared by the District's design consultant.

NOW, THEREFORE, in consideration for the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement, Amendment No. 1, or Amendment No. 2, Consultant and District hereby agree as follows:

Section IV, Fees and Payments, Paragraph 6 of the Standard Consultant Agreement is hereby amended to read:

Unless otherwise specified, when the total compensation payable under this Agreement exceeds twenty thousand dollars (\$20,000), ten (10) percent of the amount of each statement paid by the District will be withheld. Provided, at its sole discretion, the District determines satisfactory progress has been made by Consultant in the performance of this Agreement, retention withheld to date will be released within thirty (30) calendar days following completion of the Planning Study Report by District's planning consultant.

1. After completion of the Project planning phase, District will resume withholding Agreement retention during the Project design phase. Provided, at its sole discretion,

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the District determines satisfactory progress has been made by Consultant in the performance of this Agreement, retention withheld during the design phase will be released within thirty (30) calendar days following completion of the 100% Plans, Specifications, and Project cost estimate.

2. All other terms and conditions of Agreement A3555A, Amendment No. 1 and Amendment No. 2 not amended herein, remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 3 TO AGREEMENT A3555A THROUGH THE SIGNATURE OF THEIR DULY AUTHORIZED REPRESENTATIVES.

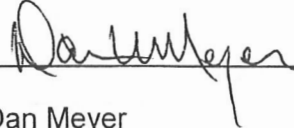
SANTA CLARA VALLEY WATER DISTRICT

BLACK AND VEATCH

"District"

"Consultant"

By: 
Beau Goldie
Chief Executive Officer

By: 
Dan Meyer
Senior Vice President
Western Region Managing Director

Date: 10-26-15

Date: October 19, 2015

Firm Address:

2999 Oak Street, Suite 490

Walnut Creek, CA 94597

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