

**AMENDMENT NO. 1 TO AGREEMENT A3941A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND
GEI CONSULTANTS INC.**

This Amendment No. 1 ("Amendment"), effective as of the date it is fully executed by the Parties ("Effective Date"), amends the terms and conditions of the Standard Consultant Agreement A3941A dated March 8, 2016 ("Agreement") between the SANTA CLARA VALLEY WATER DISTRICT ("District") and GEI Consultants Inc., ("Consultant"), collectively the "Parties."

WHEREAS, Consultant is currently providing professional design services for the Guadalupe Dam Seismic Retrofit Project on behalf of the Santa Clara Valley Water District; and

WHEREAS, the Parties desire to amend the Agreement's list of authorized subconsultants to substitute Carnes & Associates for Wood Rodgers, Inc.; correct typographical errors in the stated insurance requirements for subconsultant Cooper Testing; revise the stated insurance requirements for subconsultant Frisch Engineering, Inc.; and add subconsultant, Geo-Ex.

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

1. Standard Consultant Agreement, Appendix Four, Insurance Requirements, Table IV-A. Subconsultant Insurance Requirements, is amended as set forth in the attached Revised Appendix Four, Insurance Requirements, Revised Table IV-A. Subconsultant Insurance Requirements, and incorporated herein by this reference.
2. Schedule D, Attachment One, Fees and Payments, is amended to: delete an authorized subconsultant listed in the original Agreement (Carnes & Associates); add a new subconsultant (Wood Rogers), including their hourly/unit rates; and to add hourly/unit rates for a new subconsultant. These revisions are set forth in the attached Revised Attachment One to Schedule D, Fees and Payments, and incorporated herein by this reference.
3. Schedule D, Attachment Three, Consultant's Key Staff and Subconsultants, is amended to: delete the replaced subconsultant firm and add the replacement subconsultant's firm name, Project role and contact information as set forth in the attached Schedule D, Revised Attachment Three, Consultant's Key Staff and Subconsultants, and incorporated herein by this reference.
4. All other terms and conditions stated in Agreement A3941A dated March 8, 2016, not amended herein, remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A3941A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

GEI CONSULTANTS INC.
"Consultant"

By: 
Norma J. Camacho
Interim Chief Executive Officer

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

Date: 7/26/16

Date: 7-18-16

Firm Address:

180 Grand Avenue, Suite 1410
Oakland, CA 94612

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**REVISED APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

REVISED TABLE IV-A. SUBCONSULTANT INSURANCE REQUIREMENTS

Company	Project Role	General Liability		Auto Liability	Professional/Errors and Omissions Liability		Worker's Compensation
		Per Claim	Aggregate	Limit	Per Claim	Aggregate	Limit
AECOM	Environmental, CEQA, Permitting, Dam Engineering Constructability Review	\$2,000,000	\$2,000,000	\$2,000,000	\$5,000,000	\$5,000,000	\$2,000,000
Beyaz & Patel, Inc.	Outlet Structures, Structural Design	\$2,000,000*	\$4,000,000*	\$1,000,000*	\$3,000,000	\$3,000,000	\$1,000,000
Cal Engineering & Geology, Inc.	Geotechnical Investigations, Geotechnical Engineering, Civil Design	\$2,000,000*	\$4,000,000*	\$1,000,000*	\$2,000,000	\$2,000,000	\$1,000,000
Wood Rodgers, Inc. φ	Site Surveys, Baseline Map	\$2,000,000*	\$2,000,000	\$2,000,000*	\$5,000,000	\$5,000,000	\$1,000,000
Cooper Testing φ φ	Geotechnical Laboratory Testing	\$1,000,000	\$2,000,000	\$1,000,000	N/A	N/A	\$1,000,000
David Ford Consulting Engineers, Inc.	Hydraulics and Hydrology	\$2,000,000	\$4,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000
Frisch Engineering, Inc. φ φ φ	Electrical Engineering	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000*	\$2,000,000	\$1,000,000
Hatch Mott MacDonald	Tunnel Engineering Analyses and Design, Geotechnical Baseline Reports, Constructability Reviews	\$2,000,000	\$2,000,000	\$2,000,000	\$5,000,000	\$5,000,000	\$1,000,000
JDH Corrosion Consultants, Inc.	Corrosion Engineering and Evaluations	\$2,000,000*	\$4,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000
Taber Drilling	Geotechnical Exploration and Testing	\$1,000,000*	\$2,000,000	\$1,000,000	N/A	N/A	\$1,000,000
Geo-Ex φ φ φ φ	Geotechnical Exploration and Testing	\$1,000,000*	\$2,000,000	\$1,000,000	N/A	N/A	\$1,000,000

**REVISED APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

φ Replacement for Carnes & Associates, Inc.
φφ Typographical error in Insurance requirements corrected
φφφ Insurance requirements revised
φ φ φ φ Additional Drilling firm

- (1) AECOM will provide CEQA permit coordination, and constructability reviews.
- (2) Beyaz & Patel has a small role on the project providing structural engineering for the outlet works and ancillary structures.
* Beyaz & Patel, Inc. has an Umbrella Limit for \$1M which covers General and Auto Liability.
- (3) Cal Engineering & Geology will provide geotechnical engineering services including field engineers and geologists for the field exploration program, some geotechnical analysis support for the embankment design, and civil engineering design for the Hicks Road Realignment.
*CE&G has an Umbrella Limit for \$3M which covers General and Auto Liability.
- (4) Wood Rodgers, Inc. has a small role on the project providing surveying.
*Wood Rodgers has an Umbrella Limit of \$5M which will cover Auto and General Liability.
- (5) Cooper Testing has a small role on the project providing laboratory testing and analysis of soil and rock samples.
- (6) David Ford Consulting Engineers will provide hydraulic modeling and analyses for the spillway modifications and reservoir operations during construction.
- (7) Frisch Engineering has a small role on the project providing electrical engineering.
*Frisch Engineering has an Umbrella Limit of \$1M which will cover Auto and General Liability.
- (8) Hatch Mott MacDonald will be preparing tunnel analyses and designs for the new outlet works.
- (9) JDH Corrosion Consultants has a small role on the project providing corrosion evaluation for new structures.
*JDH Corrosion has an Umbrella Limit of \$4M.
- (10) Taber Drilling is providing equipment and labor to complete exploration borings.
*Taber Drilling has an Umbrella Limit for \$2M.
- (11) Geo-Ex Drilling is providing equipment and labor to complete exploration borings.
*Geo-Ex Drilling has an Umbrella Limit for \$2M.

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**REVISED ATTACHMENT ONE TO
SCHEDULE D
FEES AND PAYMENTS**

1. Total Authorized Funding.

Total payment for Services performed, to the satisfaction of District, as described in the Schedule(s) will not exceed a total amount of **\$5,901,218** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown.

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 the Consultant for Supplemental Services without prior written authorization by the District as stated in Schedule D, Scope of Services.

COST BREAKDOWN

Task	Description	Total Not-to-Exceed Fees
1	Project Management	\$529,717
2	Data Collection and Investigations	\$1,215,256
3	Basis for Design	\$1,079,229
4	30 Percent Design Document Preparation	\$490,795
5	60 Percent Design Document Preparation	\$727,917
6	90 Percent Design Document Preparation	\$654,575
7	Final Design Document Preparation	\$375,454
8	Bid and Award Services	\$70,275
9	Independent Technical Review Board	\$58,000
10	Supplemental Services	\$700,000
Total Not-to-Exceed Fees		\$5,901,218

3. Terms and Conditions.

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

- A. The District will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- B. The stated hourly and unit rates listed in the Hourly/Unit Rate Table are effective for the term of this Agreement unless otherwise revised as indicated. After

**REVISED ATTACHMENT ONE TO
SCHEDULE D
FEES AND PAYMENTS**

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

- C. **Reimbursable Expenses.** 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 will be billed on a monthly basis at actual cost plus 5% percent linked to each Agreement Task, as approved by the District's Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. Any equipment purchased on behalf of the District that cost \$50 or more must receive the prior written approval of the District Project Manager. All equipment that the District is invoiced for becomes the property of the District when the Consultant is reimbursed for the amount it paid for that equipment.
- D. Expenses incurred by the Consultant for subconsultants providing professional services and for subcontractor, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all lab services regardless of cost.

4. Additional Fees and Payments Language.

- A. For staff with rates exceeding the rate of \$[RATE LIMIT]/hr, the Consultant shall obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project.

**REVISED ATTACHMENT ONE
TO SCHEDULE D
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE

CLASSIFICATION/STAFF	HOURLY/UNIT RATE
Consultant: GEI Consultants, Inc.	
Senior Consultant – Grade 8	\$258.00
Senior Professional – Grade 7	\$228.00
Senior Professional – Grade 6	\$194.00
Senior Professional – Grade 5	\$170.00
Project Professional – Grade 4	\$143.00
Project Professional – Grade 3	\$129.00
Staff Professional – Grade 2	\$116.00
Staff Professional – Grade 1	\$106.00
Senior CADD Drafter and Designer	\$129.00
CADD Drafter / Designer and Senior Technician	\$116.00
Technician, Word Processor, Administrative Assistant	\$90.00
Subconsultant(s):	
Ross Boulanger, Ph.D., PE. UC Davis	\$250.00
Subconsultant(s): AECOM	
Principal Engineer/Geologist/Scientist	\$220.00
Senior Engineer/Geologist/Scientist	\$150.00
Project Engineer/Geologist/Scientist	\$125.00
Staff Engineer/Geologist/Scientist	\$110.00
GIS/CADD/Senior Staff	\$110.00
Administrative Professional	\$100.00
Subconsultant(s): Hatch Mott Macdonald	
Principal/Project Manager	\$283.04
Senior Project Engineer	\$192.55
Project Manager	\$216.93
Project Engineer	\$141.58
CADD Drafting	\$96.27

**REVISED ATTACHMENT ONE
TO SCHEDULE D
FEES AND PAYMENTS**

CLASSIFICATION/STAFF	HOURLY/UNIT RATE
Subconsultant(s): David Ford Consulting Engineers	
Principal	\$277.50
Senior Engineer	\$188.61
Engineer	\$131.60
Junior Engineer	\$88.59
Technical Writer	\$111.67
Subconsultant(s): Cal Engineering & Geology	
Senior Principal Engineer	\$228.00
Principal Engineer/Geologist	\$218.00
Associate Engineer/Geologist	\$196.00
Senior Engineer/Geologist	\$180.00
Project Engineer/Geologist	\$144.00
Staff Engineer/Geologist	\$129.00
CADD Designer/Technician	\$108.00
Project Assistant	\$85.00
Subconsultant(s): Frisch Engineering	
Principal Engineer	\$185.00
Senior Engineer	\$170.00
Associate Engineer	\$148.00
Technical Assistant	\$110.00
Subconsultant(s): Beyaz & Patel, Inc.	
Principal Engineer	\$224.00
Managing Engineer	\$195.00
Senior Engineer	\$153.00
Engineer	\$127.00
CADD Designer	\$121.00
Clerical/Word Processing	\$70.00
Subconsultant(s): JDH Corrosion	
Principal Corrosion Engineer	\$220.00
Senior Corrosion Engineer	\$205.00

**REVISED ATTACHMENT ONE
TO SCHEDULE D
FEES AND PAYMENTS**

Corrosion Design Specialist	\$185.00
Corrosion Project Supervisor	\$175.00
Project Engineer	\$165.00
Corrosion Technician	\$135.00
Field Technician	\$115.00
Subconsultant (s): Wood Rodgers, Inc	
Associate Surveyor II	\$155.23
Surveyor III	\$127.84
1 Man Field Survey Crew	\$127.84
2 Man Field Survey Crew	\$225.54
Associate GIS III	\$207.06
Associate GIS II	\$168.93
Associate GIS I	\$130.88
GIS Technician III	\$114.14
CAD Technician	\$103.49
Project Coordinator	\$106.53
Subconsultant(s): Taber Drilling	
<i>Overwater Explorations (estimate of units)</i>	
Barge Mob/Demo	\$11,750 lump sum
Crane to assist in Mob/Demob (2)	\$4,750 each
Soil Drilling (260 feet)	\$150 per foot
Rock Coring (340 feet)	\$165 per foot
Wooden Core Boxes (22)	\$80 each
3" Pitcher Tube Sampling (12)	\$35 each
Mod Cal Sampling (30)	\$15 each
Boring Backfill (5)	\$600 each
<i>Land Based Explorations (estimate of units)</i>	
Land Rig Mob/Demob	\$2,700 each
Soil Drilling (305 feet)	\$82 per foot
Rock Coring (815 feet)	\$93 per foot
Inclined Hole Drilling (190 feet)	\$150 per foot
Packer Testing (10)	\$740 per test

**REVISED ATTACHMENT ONE
TO SCHEDULE D
FEES AND PAYMENTS**

Wooden Core Boxes (66)	\$80 each
3" Pitcher Tube Sampling (18)	\$35 each
Mod Cal Sampling (30)	\$15 each
Boring Backfill (1310)	\$5 per foot
Cuttings Disposal (1310)	\$7 per foot
Subconsultant(s): Taber Drilling	
Assist Geophysicist (8)	\$1,180 each
Hammer Calibration	\$2,500 each
1-1/2 " PVC Piezometer Installation	\$11 per foot
1" PVC Piezometer Installation	\$7 per foot
Borehole Reaming for Full Piezometer Sizing	\$45 per foot
6" Christie Box	\$45 each
8" Christie Box	\$75 each
12" Christie Box	\$115 each
Standpipe Monument	\$125 each
Subconsultant(s): Geo-Ex	
<i>Land Based Explorations (estimate of units)</i>	
Land Rig Mob/Demob	\$950 Each
Soil Drilling (305 feet)	\$35 Per Foot
Rock Coring (815 feet)	\$70 Per Foot
Inclined Hole Drilling (190 feet) – Truck-Mounted	\$80 Per Foot
Packer Testing (10) – Assumed 1hour per test	\$300 Per Test
Wooden Core Boxes (66)	\$95 Each
3" Pitcher Tube Sampling (18)	\$100 Each
Mod Cal Sampling (30)	\$30 each
Boring Backfill (1310)	\$4 per foot
Cuttings Disposal (1310) - Non-Haz	\$4 per foot
Assist Geophysical (8) – Assumed 2hrs Each	\$500 each
Hammer Calibration	\$2750 each
1-1/2" PVC Piezometer Installation	\$12 per foot

**REVISED ATTACHMENT ONE
TO SCHEDULE D
FEES AND PAYMENTS**

Borehole Reaming For Full Piezometer Sizing (5.78")		\$15 per foot
6" Christy Box		\$95 each
8" Christy Box		\$125 each
12" Christy Box		\$200 each
Standpipe Monument		\$250 each
Subconsultant(s): Cooper Testing Laboratories		
Laboratory Testing		
Test Type (soil)	ASTM	2016 Rate
Sieve analysis with wash 200	D422	\$109.00
Std. Hydrometer tests	D422	\$182.00
Compaction test,	D1557 or D698	
4-in mold		\$260.00
6-in mold		\$311.00
Moisture Content and density of soils		\$34.00
Maximum Density using a Vibratory Table	D4253	\$362.00
Atterberg Limits, Dry method, 3 pts	D4318	\$163.00
Specific Gravity of Soils	D854	\$89.00
Porosity	D7263	\$109.00
One-Dimensional Consolidation Testing of Soils	D2435	\$376.00
rebond - reload per load		\$37.00
Constant Rate of Strain Consolidation	D4186	\$507.00
Unconfined Compression Strength of Cohesive Soil	D2166	\$73.00
Unconsolidated-Undrained Triaxial Compression Test	D2850	\$136.00
back pressure saturation add		\$99.00
Consolidated-Undrained Triaxial Compression Test on Cohesive Soils with pore pressure	D4767	\$470.00
Ko consolidation add		\$260.00
Consolidated-Undrained Triaxial Compression Test on remolded sample, 4-inch diameter with pore pressure	D4767	\$1,010.00
Direct Shear Test of Soils Under Consolidated Drained Conditions	D3080	\$209.00
Standard Test Method for Permeability of Granular Soils (Constant Head)	D2434	\$318.00
Standard Test Method for Identification and	D4647	\$423.00

**REVISED ATTACHMENT ONE
TO SCHEDULE D
FEES AND PAYMENTS**

Classification of Dispersive Clay Soils by the Pinhole Test		
Soil R-value, CTM 301	CTM301	\$250.00
Corrosivity per Caltrans standards: CTMs 201, 202, 417, 422, 643		\$240.00
Test Type (rock)	ASTM	2016 Rate
Unconfined Strength of Rock with Young's Modulus	D7012	\$219.00
Point Load Strength Index of Rock Core	D5731	\$78.00
Slake Durability	D4644	\$193.00
Splitting Tensile Strength-Brazilian Splitting Test (per point)	D3967	\$109.00

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**REVISED ATTACHMENT THREE TO
SCHEDULE D
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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

Team Member	Project Role	Contact Information
Joe Green-Heffern	Project Manager	180 Grand Ave., Suite 1410 Oakland, CA 94612 510-350-2919 jgreenheffern@geiconsultants.com
Bill Rettberg	Principal-in-Charge	180 Grand Ave., Suite 1410 Oakland, CA 94612 510-350-2910 wrettberg@geiconsultants.com
Matt Powers	Engineering Manager	180 Grand Ave., Suite 1410 Oakland, CA 94612 510-350-2902
Stephen Verigin	QA/QC and DSOD Liaison	2868 Prospect Park Dr, Suite 400 Rancho Cordova, CA 95670 916-631-4574 sverigin@geiconsultants.com
Alberto Pujol	Lead Dam Engineer	180 Grand Ave., Suite 1410 Oakland, CA 94612 510-350-2908 apujol@geiconsultants.com
Mark Freitas	Lead Geotechnical Engineer	180 Grand Ave., Suite 1410 Oakland, CA 94612 510-350-2906 mfreitas@geiconsultants.com

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

Firm	Project Role	Contact Information
AECOM	CEQA permit coordination, and constructability reviews	1333 Broadway, Suite 800 Oakland, CA 94612 T:510-893-3600 Contact: Steve Leach 510-874-3205 Steve.leach@aecom.com
Cal Engineering & Geology7	Geotechnical engineering services and civil engineering design for the Hicks Road realignment.	1870 Olympic Boulevard, Suite 100 Walnut Creek, CA 94596 T:925-935-9771 Contact: Phil Gregory 925-935-9771 pgregory@caleng.com

**REVISED ATTACHMENT THREE TO
SCHEDULE D
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Firm	Project Role	Contact Information
Hatch Mott McDonald	Services associated with tunnel analyses and designs for the new outlet works	4301 Hacienda Drive, Suite 300 Pleasanton, CA 94588 T: 925-469-8010 Contact: Dave Young 604-637-4563 Dave.young@hatchmott.com
David Ford Consulting Engineers, Inc.	Hydraulics and Hydrology services	2015 J Street, Suite 200 Sacramento, CA 95811 T: 916-447-8779 Contact: Tom Molls 916-447-8779 tmolls@ford-consulting.com
Wood Rodgers, Inc	Surveying services	180 Grand Ave., Suite 400, Oakland, CA 94612 T: 510-208-2400 Contact: Dan Mattheis 510-208-0342 dmatthies@WoodRodgers.com
Frisch Engineering, Inc.	Electrical engineering services	13405 Folsom Blvd., Unit 600 Folsom, CA 95630 T: 916-353-1025 Contact: Thomas Frisch 916-353-1025 tfrisch@frischengineering.com
JDH Corrosion Consultants, Inc.	Corrosion engineering and evaluations	100 Willow Pass Court Concord, CA 94520 T:925-927-6630 Contact: J. Darby Howard 925-927-6330 dhoward@jdhcorrosion.com
Beyaz and Patel, Inc.	Structural engineering for the outlet works and ancillary structures	1280 Civic Drive, Suite 204 Walnut Creek, CA 94596 T: 925-934-0707 Contact: Gary Ho 925-949-2661 gho@beyazpatel.com
Taber Drilling	Provide equipment and labor to complete exploration borings	536 Galveston st. West Sacramento, CA 95691 T:916-371-8234 Contact: Brian Young 916-371-8234 byoung@taberdrilling.com

**REVISED ATTACHMENT THREE TO
SCHEDULE D
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Firm	Project Role	Contact Information
Cooper Testing Labs, Inc.	Laboratory testing and analysis of soil and rock samples	937 Commercial St. Palo Alto, CA 94303 T:650-213-8436 Contact: Peter Jacke 650-213-8436 peter@coopertestinglabs.com
Geo-Ex	Provide equipment and labor to complete exploration borings	529 North Adams St., Suite C, Dixon, CA 95620 T 916-799-8198 Contact : Tom Scott 916-799-8198 tom@geoexsurface.com

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AGREEMENT APPROVAL REQUEST

CAS FILE NO.: 4675

CONTRACT NAME:

Amendment No. 1 to Standard Consultant Agreement A3941A between the Santa Clara Valley Water District and GEI Consultants Inc.

RECOMMENDATION:

Approve and execute Amendment No. 1 ("Amendment") to the Standard Consultant Agreement A3941A ("Agreement") between the Santa Clara Valley Water District ("District") and GEI Consultants, Inc. ("Consultant") for the Guadalupe Dam Seismic Retrofit Project (Project) – Design Services.

EL-5 COMPLIANCE:

EL-5.1.2 provides that a Board Appointed Official (BAO) shall not make a single consultant service contract greater than \$225,000 unless authorized by the District Board of Directors. This recommended action is in compliance with EL-5.1.2 as this Amendment does not increase the total not-to-exceed amount of the Agreement.

SUMMARY:

The District's Board approved the Agreement on March 8, 2016. Staff issued a Notice to Proceed (NTP) to the Consultant on March 25, 2016. This Amendment No. 1 is necessary in order to document the District's approval of a revised list of subconsultants authorized to perform services for this Project; to revise insurance requirements pertaining to a specific listed subconsultant; and to correct a typographical error stated in the Agreement relating to coverage requirements for a specific listed subconsultant.

1. The Consultant requests substituting the originally listed survey subconsultant, Carnes & Associates, with Wood Rodgers. This change was requested due to the inability of Carnes and Associates to submit documentation indicating compliance with the Agreement's insurance requirements. The survey subconsultant replacement is documented in Amendment No. 1.
2. The Consultant requests District approval to add a subconsultant, Geo-Ex, a firm to perform drilling services, to the list of authorized subconsultants. This subconsultant will serve as an alternate to the other listed drilling services subconsultant, Taber Drilling, in order to ensure sufficient resources are available for this scope of services.
3. The District's Risk Manager revised the General Liability insurance limits for listed subconsultant Frisch Engineering from \$3 million / \$5 million to \$2 million / \$2 million, effectively lowering the required amount of coverage. The Consultant has provided acceptable documentation for Frisch Engineering, which meets the revised requirements. The revised amounts are stated in Amendment No. 1.
4. The Agreement requires correction of typographical errors in the stated insurance requirements for listed subconsultant Cooper Testing, performing geotechnical laboratory testing. The existing language states that General Liability insurance coverage limit amounts required are \$100,000 / \$200,000. The requirements should state that the General Liability is \$1,000,000 / \$2,000,000. Similarly, the Workers Compensation limit is stated as \$100, and should state that this limit is \$1,000,000. Amendment No. 1 documents these corrections.

Contract Name: Approve and execute Amendment No. 1 ("Amendment") to the Standard Consultant Agreement A3941A ("Agreement") between the Santa Clara Valley Water District ("District") and GEI Consultants, Inc. ("Consultant") for the Guadalupe Dam Seismic Retrofit Project (

FINANCIAL IMPACT:

None

ATTACHMENTS:

1. Amendment No. 1 to Standard Consultant Agreement A3941A between the Santa Clara Valley Water District and GEI Consultants Inc. (two originals for signature)
2. CAS Change Order Summary Sheet.

APPROVALS:


Emmanuel Aryee, Unit Manager
Dams and Pipelines
Water Utility Capital Division

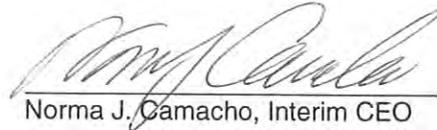
07/20/2016
Date


Katherine Owen, DOO
Water Utility Capital Division

7/22/16
Date


James Fiedler, Chief Operations
Officer
Water Utility Enterprise

7/25/16
Date


Norma J. Camacho, Interim CEO

7/26/16
Date

July 27, 2016

William Rettberg
GEI Consultants, Inc.
180 Grand Avenue, Suite 1410
Oakland, CA 94612

Subject: Amendment No. 1 to Agreement A3941A between the Santa Clara Valley Water District and GEI Consultants, Inc.

Dear Mr. Rettberg,

Enclosed is an enacted copy of **Amendment No. 1 to Agreement A3941A** which was executed by the Santa Clara Valley Water District on July 26, 2016. Please retain the enclosed copy for your records and reference any future correspondence related to this contract with Agreement A3941A.

If you have any questions regarding this Agreement, please contact Project Manager Bal Ganjoo at (408) 630-3117 or bganjoo@valleywater.org.

Sincerely,



Roderick S. Jefferson Sr.
Supervising Program Administrator
Consultant Contracts Services

Enc.: Agreement A3941Aa