

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A355A
BETWEEN
SANTA CLARA VALLEY WATER DISTRICT
AND BLACK AND VEATCH**

This Amendment No. 6 ("Amendment"), retroactively effective on March 1, 2017, amends the terms and conditions of Standard Consultant Agreement A3555A ("Agreement") dated January 24, 2012, Amendment No. 1 dated April 1, 2014, Amendment No. 2 dated June 24, 2014, Amendment No. 3 dated October 26, 2015, Amendment No. 4 dated July 15, 2016, and Amendment No. 5 dated December 8, 2016 between SANTA CLARA VALLEY WATER DISTRICT hereinafter called ("District") and BLACK AND VEATCH hereinafter called ("Consultant"), collectively, the "Parties."

RECITALS

WHEREAS, Consultant is currently performing project management services for the District's Anderson Dam Seismic Retrofit (Project) during the planning and design phase; and

WHEREAS, the Parties desire to amend the Agreement for Consultant to continue performing project management services during the extended planning and design phase of the Project; and

WHEREAS, the Parties also desire to amend the Agreement to add Supplemental Services for the District's Calero Dam Seismic Retrofit Project and Guadalupe Dam Seismic Retrofit Project, as well as Project Management and Supplemental Services for the District's Almaden Dam Improvements Project; and

WHEREAS, the Agreement currently expires on February 28, 2017; and

WHEREAS, the Parties desire to amend the Agreement to extend its term; increase the Total Agreement Not-to-Exceed Amount to provide for additional compensation; and to modify the Project Schedule for Consultant's performance in consideration of the added scope and extended term.

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

1. Revised Appendix One, Scope of Services, is amended to add the tasks, subtasks and deliverables as set forth in the attached Revised Appendix One, Scope of Services and incorporated herein by this reference.
2. Revised Appendix Two, Fees and Payments, is amended to increase the Agreement Total Not-to-Exceed Amount to provide for compensation to Consultant for performing the tasks, subtasks, and deliverables as set forth in the attached Revised Appendix Two, Fees and Payments and incorporated herein by this reference.
3. Revised Appendix Three, Schedule of Completion, is amended to extend the term of the Agreement and revise the Project Schedule of the Agreement to provide sufficient time for Consultant to perform the tasks, subtasks, and deliverables as set forth in the

AMENDMENT NO. 6 TO AGREEMENT A3555A

attached Revised Appendix Three, Schedule of Completion and incorporated herein by this reference.

4. Appendix Four, Insurance, is amended as set forth in the attached Revised Appendix Four, Insurance, incorporated herein by this reference.
5. All other terms and conditions of Agreement A3555A, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5 not amended herein remain in full force and effect.

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SIGNATURES FOLLOW ON NEXT PAGE)*

AMENDMENT NO. 6 TO AGREEMENT A3555A

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 6 TO AGREEMENT A3555A THROUGH THE SIGNATURE OF THEIR DULY AUTHORIZED REPRESENTATIVES.

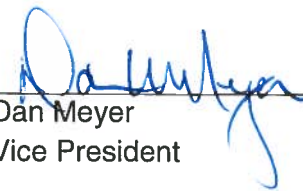
SANTA CLARA VALLEY WATER DISTRICT
"District"

BLACK & VEATCH
"Consultant"

By: _____

John Varela
Chair/Board of Directors

By: _____


Dan Meyer
Vice President

Date: _____

Date: _____

2-21-17

ATTEST:

Firm Address:

Michele L. King, CMC
Clerk/Board of Directors

2999 Oak Road, Suite 490
Walnut Creek, CA 94597

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

This Revised Appendix One amends the current Revised Appendix One, Scope of Services as stated herein. This Revised Appendix One describes the tasks to be undertaken by Consultant in providing Project Management services for the District's Anderson Dam Seismic Retrofit Project (Project) as well as for the District's Almaden Dam Improvements Project, the Calero Seismic Retrofit Project, and the Guadalupe Dam Seismic Retrofit Project.

I. PROJECT OVERVIEW (REVISED)

- A. The Anderson Dam Seismic Retrofit Project (Project) was initiated in 2012 and is currently in the Design Phase. In December 2016, a Project update was presented to the District's Board of Directors, indicating that, as a result of geotechnical investigations completed in spring of 2016 and associated dam failure scenario analyses, a more extensive retrofit of the dam embankments is required to meet the Project objectives.
- B. The Project Management services consultant (PMC) is responsible for the delivery of the Project by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives. The PMC will manage its team (as described below in Article III. Project Delivery Approach) to assist the District with:
 - 1. Resolving the seismic deficiencies at Anderson Dam per the State of California Department of Water Resources, Division of Safety of Dams (DSOD)/ Federal Energy Regulatory Commission (FERC) standards and in a timely manner;
 - 2. Meeting the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures as provided in Attachment 6 to this Revised Appendix One;
 - 3. Meeting the requirements of applicable federal, state, and local laws and regulations required for Project delivery;
 - 4. Meeting requirements of the resource and regulatory agencies (permitting agencies) including DSOD and FERC;
 - 5. Providing a well-supported basis to address stakeholders' interests;
 - 6. Providing the District's Board of Directors, FERC, and DSOD with the basis for approving the proposed Project. The proposed Project and alternatives will be developed by the Design Consultant in concert with direction provided by the District and input from the PMC.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

II. PROJECT BACKGROUND (REVISED)

- A. The District manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. This system includes 10 dams and surface water reservoirs, 3 water treatment plants, nearly 400 acres of groundwater recharge ponds and more than 275 miles of streams.

One of the District's most critical water supply facilities is the Anderson Dam/Reservoir. The State of California Department of Water Resources, Division of Safety of Dams (DSOD) and the Federal Energy Regulatory Commission (FERC) have jurisdictional oversight of Anderson Dam facilities.

Anderson Dam (Dam) is an earth-fill dam with a maximum height of about 240 feet. The crest is approximately 1,400 feet long and is 25 to 43 feet wide at approximately elevation 648 feet, NAVD88. The upstream and downstream slopes are approximately 2.5 horizontal to 1 vertical (H:V). The zoned Dam includes upstream and downstream rockfill shells (Zones 1 and 4), a compacted clay core (Zones 2 and 3), and graded transition zones between the rockfill and clay core. The dam was originally constructed to elevation 641 feet, but was subsequently raised about 7 feet in 1987 using compacted fill. The existing volume of embankment is approximately 3.3 million cubic yards.

Anderson Reservoir's capacity is approximately 90,400 acre-feet, and receives water through local rainfall, from the upstream Coyote Reservoir, and from pumped water from the Federal Central Valley Project. The spillway is located on the north side of the dam and has the capability to release approximately 63,000 cubic feet per second (cfs) of water. The outlet works has the capability to release flows up to 550 cfs through a 49-inch diameter outlet pipe. The outlet works is also connected to the District's treatment plants via the District's in-county transmission system and is used to convey raw water to these plants for treatment. The reservoir water is used to supply groundwater recharge to both North County (via Coyote Creek) and South County (via Main Avenue Pipeline).

- B. The Anderson Dam Seismic Retrofit Project (ADSRP) was initiated based on findings from the 2011 Seismic Stability Evaluation prepared for the District by the consulting firm of AMEC Geomatrix, Inc. This study indicated there was potential for seismically-induced slope instability and excessive deformation of the upstream and downstream sides of the dam due to potentially liquefiable alluvium and lower finer fill. Additionally, this study identified the potential for fault rupture to occur on the Coyote Creek Range Front faults that could damage the outlet works.
- C. Planning for the ADSRP began in 2012. The District retained HDR Engineering, Inc. (HDR) to perform the planning phase. During planning, additional dam safety deficiencies were identified including the inadequate outlet works capacity to draw down the reservoir per DSOD requirements, and inability to safely pass

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

the Probable Maximum Flood (PMF), based on an updated PMF hydrologic analysis performed by HDR.

- D. The Design Consultant, URS Corporation, DBA URS Corporation Americas, (now AECOM), was hired in 2013. The major Project design components identified in the planning phase included a new high level outlet, new low level outlet in an oversized tunnel, spillway and dam crest modifications, and upstream and downstream buttresses to stabilize the embankment.

During the course of the design phase, additional dam safety deficiencies have been identified including embankment transition zone quality, fault rupture across the embankment, and potentially liquefiable soils in the upstream dam embankment. The Project is currently incorporating changes to the embankment design approach to mitigate these deficiencies.

The modified Project calls for the replacement of most of the existing dam with embankments that will meet modern dam safety and performance standards. Much of the material from the existing dam will be reused in the embankment reconstruction. The size of the reconstructed dam will be similar to that of the existing dam. The new dam cross-section will be a compacted, zoned embankment dam with a central impervious clay core. It would include both a triple-layer chimney and horizontal blanket filter/drain/transition zones and compacted gravel shells. These features would address the previously-described dam deficiencies. All the liquefiable material at the base and foundation of the dam will also be removed.

Because of the extensive earthwork to dismantle and rebuild the dam, the reservoir would be drained through two consecutive winters of construction. A diversion structure and appropriate construction staging and sequencing are being planned to minimize downstream flooding risk during these winter seasons. A detailed plan for reservoir operation during construction will also be developed.

III. PROJECT DELIVERY APPROACH (REVISED)

- A. The District's Project delivery approach includes retaining four separate consulting firms as described below:
1. Project Management Consultant (PMC) firm, Black & Veatch, or (Project Management Team) has been retained to oversee and manage the delivery of the Project at the direction of the District.
 2. The Planning Consultant (PC or Planning Team) firm, HDR Engineering, Inc., has been retained to perform preliminary engineering services and to develop the required environmental documents (Environmental Impact Report [EIR], Environmental Impact Statement [EIS]), and environmental regulatory permits in support of the Project. The Planning Consultant is

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

responsible for defining deficiencies in existing facilities, defining criteria that provide a basis for engineering solutions to address the deficiencies; development of conceptual engineering solutions that address the deficiencies; and evaluation of the concepts and recommendation of a Project to the District for authorization by the District's Board of Directors ("Board").

3. The Design Consultant (DC or Design Team), URS Corporation, DBA URS Corporation Americas, has been retained to perform engineering design services in support of the Project, including developing the Project design, preparing the construction documents, and providing engineering support for the bid process and during the construction phase of the Project. Engineering support services during the construction phase shall be negotiated with the Design Consultant prior to the construction phase.
 4. The Construction Management Consultant (CM or Construction Manager) will be contracted to oversee the construction contract and coordinate with the Design Consultant during construction. The Construction Management Consultant will be procured prior to the construction phase.
- B. Depending on several factors, such as availability of funding, satisfactory performance by the PMC, as determined by the District, and direction from the District Board of Directors, this Agreement may be amended prior to the conclusion of this Agreement term and subsequent Agreement term extensions to include Project Management services during the construction and closeout phases.
1. The performance criteria to be used by the District includes, but not limited to, the PMC's ability to deliver the technical and management work products, successful implementation of the District's QEMS procedures, record of providing effective stakeholder communication, and ability to guide quality and risk management functions. The District may also negotiate an amendment to this Agreement to include Project Management services for other dam seismic retrofit projects.
- C. Regardless of the assessment by District of PMC's performance at any time during the Agreement, the District reserves the right not to extend the term of the Agreement nor expand the scope of services.

IV. PROJECT OBJECTIVES (REVISED)

- A. The District's objectives for the ADSRP include:
1. Stabilize the dam embankment for the Maximum Credible Earthquake (MCE) on the Calaveras and Coyote Faults;
 2. Mitigate the risk of embankment failure due to fault rupture;

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

3. Modify the existing spillway and/or raise the dam crest and make other modifications as required to accommodate the Probable Maximum Flood (PMF);
 4. Replace the outlet works to mitigate the potential fault rupture risk from the MCE on the Coyote Creek-Range Front fault zone; meet current State of California Department of Water Resources, Division of Safety of Dams (DSOD) emergency drawdown flow requirements, and provide additional flood management flow requirements for District's use; and
 5. Correct other dam safety deficiencies that are identified during the Design and Construction Phase of the Project.
- B. The District's objectives for the Calero Dam Seismic Retrofit Project include:
1. Stabilize the Calero Dam embankments for the Maximum Credible Earthquake;
 2. Modify or replace the outlet works if determined to be inadequate;
 3. Modify the spillway or increase the freeboard of the Calero dams for safe passage of the Probable Maximum Flood (PMF);
 4. Provide modifications that do not preclude potential future expansion of Calero Dam and reservoir to provide additional reservoir storage;
 5. Remove or relocate the Bailey Ranch structures and breach Fellow's Dike; and
 6. Incorporate other measures to address seismic and other deficiencies that are identified through the Project delivery process.
- C. The District's objectives for the Guadalupe Dam Seismic Retrofit Project include:
1. Stabilize the Guadalupe Dam embankment to withstand a Maximum Credible Earthquake (MCE);
 2. Implement improvements as necessary for the Dam system to safely pass the Probable Maximum Flood (PMF);
 3. Ensure that the outlet works and hydraulic control system meet the Division of Safety of Dams (DSOD) requirements;
 4. Relocate the Guadalupe Dam intake structure out of the upstream berm in a timely manner; and
 5. Incorporate other measures to address seismic and other dam safety deficiencies that are identified through the Project delivery process.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

- D. The District's objectives for the Almaden Dam Improvements Project include:
1. Provide the dam with a safe and reliable low-level outlet intended to mitigate deficiencies related to sediment accumulation and seismic stability of the existing intake tower;
 2. Address insufficient capacity of the existing spillway to safely pass the design flood storm without overtopping the dam crest, and correct aging outlet works deficiencies; and
 3. Remove DSOD reservoir restrictions to allow the District to return the reservoir to its normal operating condition.
- E. The PMC is responsible for the delivery of the ADSRP by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives for the Project as follows:
1. Resolve the seismic deficiencies per DSOD/ Federal Energy Regulatory Commission (FERC) standards;
 2. Meet the District's Dam maintenance and operational requirements;
 3. Meet the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures and guidelines;
 4. Meet the requirements of all federal, state, and local laws and regulations required for Project delivery;
 5. Meet requirements of the resource and regulatory agencies (permitting agencies) including DSOD and FERC;
 6. Result in the District's Board of Directors, FERC, and DSOD approving Project decisions.
- F. The PMC is responsible for supporting the delivery of the Calero Dam Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project, and the Almaden Dam Improvements Project by providing technical review of phase consultant deliverables and supporting the District's Project Managers as outlined in this Scope of Services.

V. GENERAL ASSUMPTIONS (UNCHANGED)

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

VI. GENERAL CONDITIONS (REVISED)

- A. The PMC is required to work closely and collaborate with the Phase Consultants, District Management, and District engineering, environmental, operations, and maintenance staff to gain the necessary understanding of the District's requirements, needs, operational constraints and preferences, so as to address and complete key milestones and deliverables associated with the Project objectives.
- B. The PMC is responsible for performing this Scope of Services in compliance with all applicable federal, state, local, and District regulatory standards and guidelines.
- C. The PMC shall use California State Licensed Contractors, Engineers, and Surveyors to perform the work appropriate to their licensing that is described in this Scope of Services. The PMC shall make available upon request by the District, qualifications and licensing of personnel used in execution of the work.
- D. The PMC shall use Microsoft Office software and versions of applications for word processing, spreadsheets, scanned documents, and the latest version of Computer Aided Drafting and Design (CADD) applications (if drawings/plans are included) that meets District software application standards used at the time the Project work starts.
- E. The PMC shall submit deliverables in both electronic and hardcopy format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- F. Drawings shall comply with District's CADD and drafting standards (including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views).
- G. CADD drawings prepared using different CADD software and versions must be converted to be compatible with District's CADD application. Prior to acceptance, District 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 drawing) and that the standards are retained during the conversion process used by the PMC.
- H. Geospatial Information System (GIS) data and deliverables shall comply with the District's Standards for GIS products.
- I. PMC shall follow the District's procedures and work instructions including the District's QEMS procedures and guidelines unless otherwise instructed by the District's Project Manager.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

- J. The District will facilitate access to District facilities as required for the PMC to complete this Scope of Services.

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

VII. PROJECT TASKS (REVISED)

Project Tasks included in this Scope of Services are described in detail in this section. The task structure established for the original Agreement and Amendment No. 2 have been completely revised to appropriately consolidate services for the ADSRP and to add particular tasks relating only to the Calero Dam Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project and the Almaden Dam Improvements Project. As shown in the Revised Task Description table, multiple original tasks have been grouped into a single task; certain tasks have been renumbered; and new tasks have been added. Existing tasks have been modified as well as renumbered.

As of the effective date of this Amendment, all prior tasks shall be closed and new tasks and numbering as shown in the Revised Task Description table will be implemented. Unspent funds remaining in prior tasks shall be redistributed among new tasks based on the task breakdown presented in Revised Appendix Two Fees and Payments.

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

REVISED TASK DESCRIPTIONS

Amendment 2		Amendment 6	
Task Number	Task Description	Task Number	Task Description
1	Project Management and Capital Project Delivery	101	Project Management and Administration
2	Coordination and Communication		
3	Administrative Work		
6	Agreements, Contracts and Services		
7	Implement Value Engineering/Constructability Review	102	Technical Review and Quality Control
8	Quality Assurance and Quality Control		
5	Stakeholder Engagement	103	Regulatory, Permitting & Environmental Coordination
4	Public Outreach	104	Public Outreach
9	Board of Consultants	105	Board of Consultants Coordination
10	Interim Safety Measures (Not Used)	-	Not Used
11	Supplemental Services	106	Supplemental Services for ADSRP
12	Provide Project Management Assistance for Calero-Guadalupe Dams (CGD) Seismic Retrofits Project	107	PMC Services for Calero Dam Seismic Retrofit Project
		108	Supplemental Services for Calero Dam Seismic Retrofit Project
		109	PMC Services for Guadalupe Dam Seismic Retrofit Project
		110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project
-	NEW	111	PMC Services for Almaden Dam Improvements Project
-	NEW	112	Supplemental Services for Almaden Dam Improvements Project

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 101—Project Management and Administration

The PMC will perform project management and capital project delivery tasks including but not limited to: updating the Project Plan and the Project Work Plan; preparing monthly Project reports; assisting with the preparation of the Change Management Memorandum; maintaining the Project Files; providing oversight management of the planning and design phase work; managing the transition reporting process between the phases of work for Project continuity; working with the District to obtain Stakeholder Engagement.

Task 101.A—Implement Capital Project Delivery

- 101.A.1 Assist the District's Project Manager in the preparation of project Change Management Memoranda (assume update twice per year)
- 101.A.2 Assist the District's Project Manager to update the Project Plan (assume update twice per year).
- 101.A.3 Track and manage the District-approved Project Plan.
- 101.A.4 Prepare annual updates to the Project Management Work Plan.
- 101.A.5 Routinely monitor and track schedule. Prepare quarterly updates to the Master Project Schedule.
- 101.A.6 Prepare annual updates to the Cost Management Plan.

Task 101.B—Provide Oversight Management for Planning Consultant's Scope of Services

- 101.B.1 Maintain open dialogue with the Planning Consultant (PC) to review the progress of the PC's scope of services and to address any questions or requests for information that may pertain to the PC's scope of services.
- 101.B.2 Conduct monthly management meetings on an as-needed basis with the Planning Consultant to review overall performance compared with the Planning Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.
- 101.B.3 Respond to requests for information and/or clarification sent by the Planning Consultant that require District input for purposes of progressing the work.
- 101.B.4 Monitor Planning Consultant's progress to verify conformance to the Project Work Plan.
- 101.B.5 When requested, assist the District with the management of the Planning Consultant's Agreement.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 101.C—Provide Oversight Management for Design Consultant's Work

- 101.C.1 Maintain open dialogue with the Design Consultant to review the progress of work and to address any questions or requests for information that may pertain to the progress of the work.
- 101.C.2 Conduct monthly management meetings with the Design Consultant to review overall performance compared with the Design Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.
- 101.C.3 Prepare for and conduct Design Review Workshops at the 30%, 60%, and 90% levels of design completion.
- 101.C.4 Respond to requests for information and/or clarification sent by the Design Consultant that require District input for purposes of progressing the work.
- 101.C.5 Monitor Design Consultant's progress to verify conformance to the Project Work Plan.
- 101.C.6 When requested, assist the District with the management of the Design Consultant's Agreement.

Task 101.D—Assist with the Preparation of the District Contract Administration System (CAS) Process Documents

- 101.D.1 Assist the District's Project Manager with the preparation of request for proposal documents for Phase Consultant scope of services agreements and amendments (preliminary and final) used for the District's CAS process (assume 2 documents in total).

Task 101.E—Communication's Plan

- 101.E.1 Provide annual updates of the Project Communication's Plan. Coordinate Plan updates with Tasks 101 and 105.

Task 101.F—Coordinate with District Management

- 101.F.1 Maintain routine contact and communication with the District's Project Manager including preparation and participation in weekly administrative and technical briefings (2 meetings per week).
- 101.F.2 Prepare Monthly Project Status Reports and participate in monthly meetings with the Water Utility Capital Division (WUCD) Deputy Operating Officer (DOO).
- 101.F.3 Conduct monthly environmental briefings with the District's Project Manager.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 101.G—Coordinate with District Operations and Maintenance (O&M) Staff

- 101.G.1 Solicit administrative and technical requirements from District O&M staff and verify that the requirements have been addressed.
- 101.G.2 Maintain liaison with District O&M staff as end user/customer.
- 101.G.3 Solicit O&M staff input during Value Engineering (VE) and constructability reviews.
- 101.G.4 Receive O&M staff input on potential safety concerns/considerations.
- 101.G.5 Conduct monthly Project briefings with District O&M staff.

Task 101.H—Coordinate with District Counsel

- 101.H.1 Meet with District Counsel and the District Project Manager to discuss documents relating to the Project, including the Project Construction Contract Documents. (Up to two meetings with District Counsel).
- 101.H.2 Provide technical input related to Project Management on legal issues, but not in a capacity that could be misconstrued to be providing legal advice.
- 101.H.3 Advise on third party contractual, and risk management issues related to project management functions under third party agreements.

Task 101.I—As Needed Project Management Support for District Project Manager

- 101.I.1 Provide project management, coordination, advice, and support to the District Project Manager on an as-needed basis. Level of effort for as-needed project management support assumed to be 8 hours per week for PMC Program Manager and PMC Deputy Program Manager, 1 hour per week for PMC Principal in Charge.

Task 101.J—As Needed Administrative Support for District Project Manager

- 101.J.1 The PMC will provide administrative support to the ADSRP PM on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. Level of effort for as needed administrative support assumed to be 12 hours per week for PMC Senior Project Administrator assumed.

Task 101.K—Establish and Maintain a Project-specific Document Control System

- 101.K.1 Prepare annual updates to the Document Control Management Plan.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

- 101.K.2 Provide a Project-level file sharing system for transferring files to and from parties external to the District. The PMC plans to use the web service www.ibackup.com or other similar file transfer service.
- 101.K.3 Manage internal District files on the District's network (P drive) using a file structure approved by the District's Project Manager.
- 101.K.4 Implement hard copy filing system in District offices using a file structure that mirrors the District's P drive.
- 101.K.5 Prepare and distribute document control system reports and logs on request (assume twice per year)

Task 101.L—Maintain Project Correspondence and Meeting Logs

- 101.L.1 Maintain Project-level correspondence logs and meeting logs. Provide monthly updates of the tracking logs.

Task 101.M—Prepare and Present Reports to District Board of Directors (Board)

- 101.M.1 Prepare and make presentations on Project-level status reports to the District's management, internal stakeholders and Board (assume twice per year).
- 101.M.2 Assist with the preparation of agenda packages for Board meetings.
- 101.M.3 Assist with the preparation of Chief Executive Officer (CEO) bulletins.
- 101.M.4 Assist with the preparation of responses to Board questions.
- 101.M.5 Prepare meeting notes and action items.

Task 101.N—Develop and Prepare Risk Management Strategy

- 101.N.1 Prepare annual updates to the Project-specific Risk Management Plan.
- 101.N.2 Prepare and maintain a risk register that includes potential costs and schedule consequences to the Project and plans for mitigation.
- 101.N.3 Conduct risk review workshops with the Design Consultant and District staff at the 30%, 60%, and 90% levels of design completion.
- 101.N.4 Develop mitigation plans for key risks. For each risk item, document and manage the mitigation through the Design Phase of the Project. Develop probabilities of occurrence with cost and schedule consequences for key risks. Make recommendations to the District on key risks that cannot be effectively mitigated in Design.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

- a. Mitigation Plans for key risks will be developed for up to 6 items agreed to in discussion with the District. Mitigation Plans currently anticipated to include at a minimum: stability within the reservoir rim; diversion-related flood risks during construction; borrow source availability; unforeseen geologic conditions.

Task 101.O—Geospatial Information System (GIS) Integration and Standards

- 101.O.1 Provide annual updates to the GIS Management Plan.
- 101.O.2 Provide work instructions and training on GIS requirements to the Planning and Design Consultants, as required.
- 101.O.3 Verify compliance with the Project's GIS Data Management Plan, prepare annual plan updates to address the data needs of each Project phase, and ensure the data and GIS-based deliverables comply with the District's GIS Standards.
- 101.O.4 Develop and maintain GIS database of all Project data.
- 101.O.5 Provide GIS support in the preparation of presentation materials as well as specialized GIS-based analysis for the District's use.

Task 101 Assumptions

1. The Planning and Design Consultants will be responsible for updates to their individual Work Plans.
2. Not all routine and/or Project related electronic mail (E-mail) correspondence will be included in the Project-specific Document Control system or log. Documents will only be included when the preparer specifically transmits an electronic document or e-mail directly to PMC's Document Control for inclusion into the Project's document control system.
3. District will provide legal counsel to review draft and final agreements, permits, licenses, etc.
4. District is responsible for payment of all permit fees directly to the applicable agency.

Task 101 Deliverables

1. Project Plan updates.
2. Updates to the Project Management Work Plan and Cost Management Plan.
3. Cost reports.
4. Updates to the Master Schedule.
5. Mitigation Plans for Key Risks.
6. Updates to the Risk Management Plan.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

7. Risk Register
8. Updates to the Project Communication's Plan.
9. Monthly Environmental Briefing Agendas.
10. Monthly Project Status Reports.
11. Board agenda packages and presentation materials.
12. Updated Document Control Plans.
13. Updated GIS Management Plans.
14. GIS database for Project data.
15. Document control system reports and logs.
16. Correspondence and meeting logs.
17. Draft and final agendas for Monthly Management Meetings and Design Review Workshops.
18. Draft and final meeting records (notes and action items) from Monthly Management Meetings and Design Review Workshops
19. Letters of transmittal and/or memoranda transmitting information and/or providing clarifications to questions or information requests made by the Phase Consultants.

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 102—Technical Review and Quality Control

PMC will perform technical review and provide quality assurance and quality control of its deliverables and those of the Planning and Design Phase Consultants to ensure compliance with Agreement requirements, the District's QEMS, and technical requirements of the work. PMC will also perform Value Engineering (VE) and Constructability reviews.

Task 102.A—Maintain a Quality Assurance and Quality Control (QA/QC) Plan

- 102.A.1 Maintain a Project QA/QC Plan in accordance with District requirements. Update the QA/QC Plan on an annual basis to reflect any changes in process and/or technical work subject to compliance with the Plan.
- 102.A.2 Conduct annual audits of Project Management, Planning Phase, and Design Phase Consultant's Compliance with the requirements of the QA/QC Plan. Prepare brief memoranda that summarize outcomes of the audits.

Task 102.B—Review Project Management Consultants' Deliverables for Compliance and Quality

- 102.B.1 Provide independent technical review of all PMC's deliverables in accordance with the requirements of the QA/QC Plan. Review must verify compliance with the terms and conditions of this Agreement and the District's QEMS. In addition, review shall evaluate the soundness of technical content and any recommendations contained in the deliverables.

Task 102.C—Review Planning Phase Consultant's Project Deliverables

- 102.C.1 Review Planning Consultant's Project deliverables according to the Planning Consultant's Agreement with the District to verify conformance to the agreed-to scope of services. Review shall include the following:
 - a. Verify that deliverables conform to the District's QEMS and Project Requirements.
 - b. Verify that deliverables meet quality, schedule, and budget objectives.
 - c. Coordinate with District staff and provide consolidated comments to the Planning Consultant on its work products.
- 102.C.2 Review of Planning Consultant deliverables will include an initial cursory review of in-progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL submittals including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resources, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Biological Assessment for NMFS, Wetland delineation, Section

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

404(b)(1) Alternatives Analysis Report, Section 106 report, Administrative (Draft) EIR outline, Administrative (Draft) EIR, MND, NOD, Administrative (Draft) EA, EA, Finding of No Significant Impact, Mitigation and Monitoring Plan, EIR Meeting presentation, EIR Meeting Summary Report, Response to Comments Report on the EIR, EIR Adoption Hearing Summary Report, Notice of Availability, Notice-of-Completion, Newspaper Notice, Notice of Intent for NEPA, EA Notice of Availability, EA Newspaper Notice, Federal Register Notice, Interim permit applications for Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW, JARPA permit application, VHP application.

Task 102.D—Review Design Phase Consultant’s Engineering Deliverables

- 102.D.1 Review Design Phase Consultant’s Project deliverables according to the Design Consultant’s Agreement with the District to verify conformance to the agreed-to scope of services.
 - a. Verify that deliverables conform to the District’s QEMS and Project Requirements.
 - b. Verify that deliverables meet quality, schedule, and budget objectives.
 - c. Coordinate with District staff and provide consolidated comments to the Design Consultant on its work products.
- 102.D.2 Review of Design Consultant deliverables will include an initial cursory review of all in-progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL documents including review of the following documents: Geotechnical Data Report, Embankment Stability, Embankment Deformation and Settlement Analyses, Foundation and Embankment Seepage, Geotechnical Baseline Report, Reservoir Operations, Material Development and Handling, Cofferdam, Basis of Design Report, Civil, Road and Utilities technical memoranda, Construction Sequencing Plan, Comment Resolution Document, Bid Sheet, Construction Permit Framework Document, Commissioning, Training and Maintenance Plan, Design to Construction Phase Transition Report.
- 102.D.3 Review of Design Consultant design submittal deliverables will include review and written comments the DRAFT, REVISED DRAFT and FINAL SUBMITTALS. [30%, 60%, and 90% Plans, Specifications, and Estimates (PS&E) submittals].

Task 102.E—Technical Consultation and Support

- 102.E.1 The PMC will provide technical consultation, advice, and support to the ADSRP’s District Project Manager on an as-needed basis.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 102.F—Arrange and Conduct Value Engineering (VE) Sessions

VE session will include 6 technical experts selected by the PMC including a facilitator and will include 40 hours per participant for background review of Project documents, 3 day workshop including site visit and preparation and submittal of a technical report summarizing recommendations. The VE session will be conducted in accordance with the Society of Value Engineers (SAVE) guidelines.

- 102.F.1 Conduct a VE session of the proposed statement of work during the Design Phase.
- 102.F.2 Prepare draft and final Value Engineering Report, including operability and maintainability assessments.

Task 102.G—Arrange and Conduct Constructability Reviews

Constructability Reviews will include 4 construction management professionals or contractors selected by the PMC and will include 40 hours per participant for background review of Project documents, 2 day workshop including site visit and preparation and submittal of a technical report summarizing recommendations.

- 102.G.1 Conduct Constructability Reviews at the 60%, design completion milestone.
- 102.G.2 Prepare draft and final Constructability Review Memoranda.

Task 102.H—Independent Contractor Style Cost and Schedule Estimate

- 102.H.1 Perform an independent, bottom up, contractor style cost and schedule estimate including sequencing of all construction packages and activities.
- 102.H.2 Prepare report summarizing result of analysis.

Task 102.I—Potential Failure Mode Analysis Workshop

- 102.I.1 Facilitate a Potential Failure Mode Analysis (PFMA) following submission of 60% design documents following FERC guidelines to identify failure modes of the proposed retrofit project to inform design. The PFMA shall be two days in length not including one day to review applicable Project information and a half-day site visit for attendees.
- 102.I.2 Prepare a report summarizing the results of the workshop.

Task 102.J—Construction PFMA Workshop

- 102.J.1 Facilitate a Construction Potential Failure Mode Analysis (PFMA) following submission of 30% design documents to identify failure modes of the proposed retrofit Project during construction to inform design and sequencing

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

of the work. The Construction PFMA shall be one day in length not including a half-day site visit for attendees.

102.J.2 Prepare a report summarizing the results of the workshop.

Task 102 Assumptions

1. Phase Consultants are responsible for their own quality control of their services including deliverables. PMC has an oversight function to verify Phase Consultants are following their established QA/QC procedures.
2. Value Engineering and Constructability Review sessions will be conducted in District offices or otherwise as directed by District.

Task 102 Deliverables

1. Annual updates to the Project QA/QC Plan;
2. Compliance audit memoranda; and
3. Quality Review Form (QRF) Forms documenting comments on Planning and Design Phase deliverables.
4. A Value Engineering session agenda and session.
5. A Value Engineering draft and final report.
6. Constructability review session agenda and session.
7. Constructability Review Memoranda, draft and final
8. Contractor Style Cost and Schedule Estimate
9. PFMA Report
10. Construction PFMA Report

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 103— Regulatory, Permitting & Environmental Coordination

PMC will assist the District with the regulatory, permitting and environmental coordination efforts with input from Phase Consultants and the District.

Task 103.A—Stakeholder Engagement Plan

103.A.1 Provide annual updates to information contained in the Stakeholder Engagement Plan.

Task 103.B—Develop, Track and Monitor Stakeholder Issues

103.B.1 Maintain the stakeholder database that includes key contact information and records outcomes of discussions and needs for follow-up and actions on the part of the District.

103.B.2 Log, process, and track all stakeholder correspondence.

103.B.3 Assist in tracking stakeholder issues.

Task 103.C—Coordinate with DSOD and FERC

PMC will coordinate with the DSOD and FERC as follows:

103.C.1 Participate in regular coordination meetings with District staff and representatives of the DSOD and FERC. Prepare and distribute meeting records, including key discussion points and action items (assume every 2 months).

103.C.2 Facilitate and coordinate comment responses with the DSOD and FERC on key work products.

103.C.3 Attend quarterly meetings with DSOD and/or FERC staff at their offices to review key work products. Prepare slide deck, and maintain meeting records that summarize key discussion points and action items.

103.C.4 Prepare draft correspondence to DSOD/FERC.

103.C.5 Maintain coordination/liaison with FERC Regional Engineer.

103.C.6 Maintain coordination/liaison with DSOD Regional Engineer.

Task 103.D—Coordinate with Environmental Resource Agencies

When requested by the District:

103.D.1 Coordinate work with Federal Emergency Regulatory Commission Division of Hydropower Administration and Compliance (FERC DHAC), Army Corps of

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Engineers (COE), National Marine Fisheries (NMFS), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and the Regional Water Quality Control Board (RWQCB).

103.D.2 Solicit agency input on administrative and technical requirements and verify that the requirements have been addressed.

103.D.3 Prepare draft correspondence for District use.

103.D.4 Prepare draft agreements with environmental resource agencies, as required.

103.D.5 Participate in Project-level meetings with environmental resource agencies (see assumption 2 below).

103.D.6 Work with the Planning Consultant to develop a resource agency contact database.

103.D.7 Maintain coordination/liaison with agency representatives.

Task 103.E—Assist with the District’s Non-Environmental Regulatory Permit Application to State, Local, and Other Agencies

PMC will provide support to the District as follows:

103.E.1 Prepare and maintain a permit database including list of agency contacts, types of application forms, and target milestones for acquiring permits. Administrative and encroachment permits could be required from the City of Morgan Hill, County of Santa Clara Roads and Airports Department, County of Santa Clara Parks and Recreation Department, and similar municipal type agencies.

103.E.2 Support the District with permit applications by providing technical information and documentation in support of permits, as requested.

103.E.3 Support District in preparation of various agency agreements, such as could be required for utility service in support of construction; utility relocation or accommodation; and real estate acquisition.

103.E.4 Review and comment on agency work products such as studies, reports, technical memoranda and contract documents and incorporate status in meetings with District management.

Task 103 Assumptions

1. DSOD meetings will be conducted in Sacramento, California in one day that includes both meeting participation and travel to and from District offices. For the FERC meetings, these meetings shall be conducted in San Francisco for a total

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

of six hours that includes both meeting participation and travel time to and from District offices.

2. Meetings with each of the environmental resource agencies (FERC DHAC, COE, NMFS, USFWS, CDFW and RWQCB) will be held up to twice per year. These meetings will be conducted either by conference call or at locations approved by the District's Project Manager in half a day, including travel time to and from District offices.

Task 103 Deliverables

1. Permit database
2. Updates to the Stakeholder Engagement Plan
3. Stakeholder Database
4. Draft correspondence
5. Draft Phase Consultant Agreements
6. Meeting records
7. Stakeholder comment tracking logs
8. Stakeholder correspondence log

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**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES**

Task 104—Public Outreach

PMC's role will be to support the District's public outreach/public relations staff, in relation to coordination, preparation and participation in the public outreach activities upon request.

Task 104.A—Participate in Public Outreach Planning and Implementation

104.A.1 Assist the District in preparing for public outreach planning and implementation.

Task 104.B—Make Presentations

104.B.1 Assist with the development of presentations to be made by District staff or Phase Consultant (assume 2 presentations per year).

104.B.2 Attend public workshops and meetings as requested (assume 2 workshops or meetings per year).

Task 104.C—Support District Staff

104.C.1 Prepare materials for District newsletters to the public (assume 1 newsletter per year).

104.C.2 Assist in developing responses to questions (assume 2 meetings per year).

104.C.3 Prepare meeting summaries and notes (assume 2 meetings per year).

104.C.4 Prepare graphics, and other materials for District public information workshops not attended by the PMC (assume 1 workshop per year).

Task 4 Assumptions

None

Task 4 Deliverables

1. Draft newsletters or figures for District use.
2. Draft and final presentation materials for public meetings or workshops.
3. Meeting summary and notes from public meetings or workshops.

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 105—Board of Consultants Coordination

Task 105.A—BOC Contract Management

PMC shall coordinate contract management for all four members of the BOC.

Task 105.B—Coordinate work of the BOC

PMC shall coordinate the work of BOC with the District, FERC, DSOD, and Design Phase Consultant staff. At key milestones, other duties shall include, but may not be limited to the following:

- 105.B.1 Scheduling of informal and formal BOC meetings, including sending Outlook Calendar invitations and securing District or other meeting rooms and audio/visual equipment, as required.
- 105.B.2 Meeting agendas.
- 105.B.3 Preparation and distribution of BOC meeting packages, presentations including technical memoranda, reports, and plans and specifications, etc.
- 105.B.4 "Hosting" of the meetings at District facilities.
- 105.B.5 Preparation of the draft and final meeting record of key discussion topics, comments, actions, items and/or outcomes.
- 105.B.6 Preparation of initial response to the BOC comments with input from the Design Consultant.
- 105.B.7 Preparation of initial draft response letter to the BOC comments, and incorporation of changes after review by District staff.
- 105.B.8 Distribution of the District's official response to the BOC comments.

Task 105 Assumptions

- 1. BOC will function in accordance with FERC requirements.
- 2. BOC will provide input at key Project milestones. During the term of this Agreement, up to eight formal BOC meetings and up to twelve informal BOC meetings will be held. Formal BOC meetings will be conducted for two days and informal BOC meetings for half a day.
- 3. One additional BOC meeting near the 60% Design milestone will include a Potential Failure Mode Analysis Workshop (PFMA), in which the BOC members will participate. The PFMA workshop will be conducted for two days not including a one day review of applicable project information.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

4. Technical presentation materials for BOC meetings will be prepared by the Design Phase Consultant.
5. BOC meetings will be held at District offices or as otherwise directed by District.

Task 105 Deliverables

1. Task Order Agreements for services required of members of the BOC.
2. Draft and Final Meeting Agenda for informal and formal BOC meetings.
3. BOC meeting packages consisting of technical work products developed for the Project.
4. BOC meeting presentation materials consisting of PowerPoint slides and/or handouts for review at the informal and formal BOC meetings.
5. Draft and Final Preparation of BOC meeting records.
6. Preparation of District responses to BOC comments on technical work products.

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 106—Supplemental Services for ADSRP

- A. The District may require and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Water Utility Capital Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.
- B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work
- C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on the Hourly Rate Schedule (time and material) as described in Revised Appendix Two, Fees and Payments, of this Agreement, and must include all of the following information:
 - 1. The total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis
 - 2. The schedule for completing the Supplemental Services Task Order; and
 - 3. PMC key staff and classifications that will be assigned to complete the Supplemental Services
- D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.
- E. Under no circumstances will PMC commence the Supplemental Services until:
 - 1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and
 - 2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.
- F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical review of detailed design, public outreach, risk management, GIS, stakeholder engagement, Board of Consultants, additional workshops/review meetings, or other unanticipated support tasks requested by the District.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Tasks 107 through 112 -- Calero and Guadalupe Seismic Retrofit Projects and Almaden Dam Improvements Projects

As stated in Amendment No. 2 to the Agreement, Article III., Project Delivery Approach, the District may consider amending the Agreement to include Project Management services for other dam seismic retrofit projects. This Amendment No. 6 adds PMC tasks for the planning and design phases of the Calero and Guadalupe Dams Seismic Retrofit Projects and the Almaden Dam Improvements Project.

Task 107—PMC Services for Calero Seismic Retrofit Project

Task 107.A—Review Deliverables from Design Consultant

The PMC will support the District PM with technical reviews of the following Design Consultant's deliverables within the time frame specified by the District. Technical review shall include technical review of the deliverable, development of a quality review form (QRF) assembling comments from PMC and District staff, attending meetings in person or via teleconference to discuss comments, and back-checking comments in revised deliverables:

Project Base Map, Geotechnical Data Report, Geotechnical Design, Geotechnical Baseline Report, Configuration Resolution TM, Design Criteria TM, Main and Auxiliary Dam TMs, Construction Materials Development and Handling TM, Outlet System Hydraulic and Operational Analysis TM, Spillway Evaluation TM, Outlet-works Design TM, Reservoir Operations TM, Temporary Cofferdam TM, Fellows Dike TM, Instrumentation TM, Civil, Roads and Utilities TM, 30% Plans and Specs, Class 4 Cost Estimate, 60% Plans and Specs, Class 3 Cost Estimate, 90% Plans and Specs, Class 2 Cost Estimate. Design to Construction Phase Transition Report, QC Comment Resolution TM, 100% Plans and Specs and Cost Estimate.

Task 107.B—Technical Consultation and Support

The PMC will provide technical consultation, advice, and support to the District Project Manager on an as-needed basis. The level of effort is estimated at 4 hours per week by PMC Senior Engineer and 8 hours per week by PMC Associate Engineer for 2 years.

Task 107.C—Administrative Support

The PMC will provide administrative support to the District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 8 hours per week by PMC Senior Project Administrator for 2 years.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 107.D—Permitting Support

The Planning Consultant is responsible for conducting environmental studies and obtaining environmental permit applications for Calero Dam, including compliance with the California Environmental Quality Act (CEQA) and the Santa Clara Valley Habitat Plan (VHP) requirements. The PMC shall review and provide written comments on Draft permit applications, draft CEQA documentation including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resource, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Biological Assessment for NMFS, Wetland delineation, Section 404(b)(1) Alternatives Analysis Report, Section 106 report, Administrative (Draft) EIR outline, Administrative (Draft) EIR, Administrative (Final) EIR, Statement of Overriding Considerations, MND, NOD, Administrative (Draft) EA, EA, Finding of No Significant Impact, Mitigation and Monitoring Plan, EIR Meeting presentation, EIR Meeting Summary Report, Response to Comments Report on the EIR, EIR Adoption Hearing Summary Report, Notice of Availability, Notice of Completion, Newspaper Notice, Interim permit applications for Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW, JARPA permit application, VHP application.

Task 107.E—Contractor Prequalification

The PMC will support the District's general contractor prequalification. Prequalification of subcontractors and protests are not assumed in this scope.

1. Prepare prequalification documents including a questionnaire to prequalify General Contractors for the Project.
2. Support the District in advertising and distributing the prequalification application.
3. Review contractor prequalification packages and prepare a list of prequalified firms for District approval.
4. The PMC shall support the District making an open national solicitation to qualified general contractors six months and two months prior to the bid date.

Task 107.F—Development of Independent Contractor Style Cost and Schedule Estimate

PMC will perform an independent contractor style cost and schedule estimate including sequencing of all construction packages and activities and prepare report summarizing result of analysis

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**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES**

Task 107 Assumptions

1. Administrative support will be 8 hours per week on average.
2. Technical support will be 12 hours per week on average not including review of deliverables.

Task 107 Deliverables

1. Quality Review Form (QRF) Forms documenting comments on Planning and Design Phase deliverables.
2. Contractor Style Cost and Schedule Estimate.
3. Contractor Prequalification Questionnaire and process support.
4. List of prequalified firms.

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 108—Supplemental Services for Calero Dam Seismic Retrofit Project

- A. The District may require and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Water Utility Capital Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.
- B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work
- C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on the Hourly Rate Schedule (time and material) as described in Revised Appendix Two, Fees and Payments, of this Agreement, and must include all of the following information:
 - 1. The total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis
 - 2. The schedule for completing the Supplemental Services Task Order; and
 - 3. PMC key staff and classifications that will be assigned to complete the Supplemental Services
- D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.
- E. Under no circumstances will PMC commence the Supplemental Services until:
 - 1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and
 - 2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.
- F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical reviews, value engineering workshop, constructability reviews, GIS database development and maintenance, potential failure mode analysis workshops, development and management of project risk registers, or other unanticipated support tasks requested by the District.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 109—PMC Services for Guadalupe Dam Seismic Retrofit Project

As per Article III., Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services shall be performed for the planning and design of the Guadalupe Dam Seismic Retrofit Project.

Task 109.A—Review Deliverables from Design Consultant

109.A.1 The PMC will support the District PM with technical reviews of the following Design Consultant's deliverables within the time frame specified by the District:

Revised Geotechnical Data Report, Geotechnical Design Report, Geotechnical Baseline Report, Design Criteria TM, Outlet Hydraulics and Operational Analysis TM, Outlet Works TM, Reservoir Operations TM, Embankment Evaluations TM, Materials Development and Handling TM, Temporary Cofferdam TM, Instrumentation TM, Civil, Roads and Utilities TM, Existing Spillway Structure TM, 30% Design & Cost Estimate, 60% Design & Cost Estimate, 90% Design & Cost Estimate, Commissioning and Training Plan, CM, Testing & Inspection Plan, Design to Construction Phase Transition Report.

109.A.2 Technical review shall include technical review of the deliverables, development of a quality review form (QRF) assembling comments from PMC and District staff, attending meetings in person or via teleconference to discuss comments, and back-checking comments in revised deliverables.

Task 109.B—Technical Consultation and Support

The PMC will provide technical consultation, advice, and support to the District Project Manager on an as-needed basis. 4 hours per week by PMC Senior Engineer and 8 hours per week by PMC Associate Engineer assumed for 2 years.

Task 109.C—Administrative Support

The PMC will provide administrative support to the District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 8 hours per week by PMC Senior Project Administrator for 2 years.

Task 109.D—Permitting Support

The Guadalupe Dam Seismic Retrofit Project Planning Consultant is responsible for conducting environmental studies and obtaining environmental permit applications for Guadalupe Dam, including compliance with the California Environmental Quality Act

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

(CEQA) and the Santa Clara Valley Habitat Plan (VHP) requirements. The PMC shall review and provide written comments on Draft permit applications, draft CEQA documentation including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resource, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Biological Assessment for NMFS, Wetland delineation, Section 404(b)(1) Alternatives Analysis Report, Section 106 report, Administrative (Draft) EIR outline, Administrative (Draft) EIR, Administrative (Final) EIR, Statement of Overriding Considerations, MND, NOD, Administrative (Draft) EA, EA, Finding of No Significant Impact, Mitigation and Monitoring Plan, EIR Meeting presentation, EIR Meeting Summary Report, Response to Comments Report on the EIR, EIR Adoption Hearing Summary Report, Notice of Availability, Notice of Completion, Newspaper Notice, Interim permit applications for Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW, JARPA permit application, VHP application.

Task 109.E—Contractor Prequalification

The PMC will support the District's general contractor prequalification. Prequalification of only General Contractors and protests are not assumed.

1. Prepare prequalification documents including a questionnaire to prequalify General Contractors for the Project.
2. Support the District in advertising and distributing the prequalification document.
3. Review contractor prequalification packages and prepare a list of prequalified firms for District approval.
4. The PMC shall support the District making an open national solicitation to qualified general contractors six months and two months prior to the bid date.

Task 109.F—Development of Independent Contractor Style Cost and Schedule Estimate

PMC will perform an independent contractor style cost and schedule estimate including sequencing of all construction packages and activities and prepare report summarizing result of analysis

Task 109 Assumptions

1. Administrative support will be 8 hours per week on average.
2. Technical support will be 12 hours per week on average not including review of deliverables

Task 109 Deliverables

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

1. Quality Review Form (QRF) Forms documenting comments on Planning and Design Phase deliverables.
2. Contractor Style Cost and Schedule Estimate
3. Contractor Prequalification Questionnaire and process support
4. List of prequalified firms

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 110—Supplemental Services for Guadalupe Dam Seismic Retrofit Project

- A. The District may require and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Water Utility Capital Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.
- B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work
- C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on the Hourly Rate Schedule (time and material) as described in Revised Appendix Two, Fees and Payments, of this Agreement, and must include all of the following information:
 - 1. The total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis
 - 2. The schedule for completing the Supplemental Services Task Order; and
 - 3. PMC key staff and classifications that will be assigned to complete the Supplemental Services
- D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.
- E. Under no circumstances will PMC commence the Supplemental Services until:
 - 1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and
 - 2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.
- F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical reviews, value engineering workshop, constructability reviews, GIS database development and maintenance, potential failure mode analysis workshops, development and management of project risk registers, or other unanticipated support tasks requested by the District.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 111—PMC Services for Almaden Dam Improvements Project

As per Article III., Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services will be performed for the planning and design of the Almaden Dam Improvements Project.

Task 111.A—Administrative Support

The PMC will provide administrative support to Almaden's District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 4 hours per week by PMC Senior Project Administrator for 2 years.

Task 111.B—Review Engineering Deliverables from Almaden Consultant

When requested by the District, the PMC shall provide review and written technical comments on an as-needed basis for the following Almaden Consultant's deliverables within the time frame specified by the District:

- 111.B.1 Planning Phase: Problem Definition Report, Feasible Alternatives Report, Planning Study Report.
- 111.B.2 Design Phase: Geotechnical Work Plan, Geotechnical Data Report, Design Criteria Memorandum, Outlet System & Hydraulic/Operational & Maintenance Analysis Technical Memorandum, Canal System/Operational & Maintenance Analysis Technical Memorandum, Spillway Hydraulics Technical Memorandum, Canal Hydraulics Technical Memorandum, Embankment Stability Analysis Technical Memorandum, Canal Embankment Stability Analysis Technical Memorandum, Seepage Analysis Technical Memorandum, Outlet Works Design Technical Memorandum, Canal Design Technical Memorandum, Reservoir Operations Technical Memorandum, Materials Development & Handling Technical Memorandum, Cofferdam Technical Memorandum, Basis of Design Report, Civil, Road & Utilities Technical Memorandum, and 50% Design Documents.

Task 111.C—GIS Database Development and Maintenance

The PMC will develop a GIS Database for the Almaden Dam and Reservoir aggregating existing project information into a single, spatially arranged database system to facilitate future analysis and decision making. The database will be accessible through a password-protected web interface and access provided to the District. The structure of the database will allow future information to be easily integrated.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 111.D—Value Engineering & Design Support

VE session will include 6 technical experts selected by the PMC including a facilitator and will include 40 hours per participant for background review of project documents, 3 day workshop including site visit and preparation and submittal of a technical report summarizing recommendations. The VE session and will be conducted in accordance with the Society of Value Engineers (SAVE) guidelines.

- 111.D.1 Conduct a VE session of the proposed scope of work during the Design Phase.
- 111.D.2 Prepare draft and final Value Engineering Report, including operability and maintainability assessments.
- 111.D.3 Constructability Workshops are being conducted by the Almaden Consultant. Attend and provide technical support during the Constructability Workshops for the 50% and 90% Design Documents.

Task 111 Assumptions

- 1. Value Engineering and Constructability Review sessions will be conducted in District offices or as District otherwise directs and include a respective site visit.
- 2. Constructability review shall be 1 day duration at each milestone and include 32 hours per PMC participant for background review of project plans and specifications. 2 PMC participants assumed.

Task 111 Deliverables

- 1. Administrative: Physical and electronic tracking logs and meeting minutes.
- 2. Quality Review Form (QRF) Forms documenting comments on Planning, Design, Environmental and Permitting Phase deliverables.
- 3. A Value Engineering session agenda.
- 4. A Value Engineering draft and final report.
- 5. GIS Database.

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 112—Supplemental Services for Almaden Dam Seismic Improvements Project

- A. The District may require and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Water Utility Capital Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.
- B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work
- C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on the Hourly Rate Schedule (time and material) as described in Revised Appendix Two, Fees and Payments, of this Agreement, and must include all of the following information:
 - 1. The total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis
 - 2. The schedule for completing the Supplemental Services Task Order; and
 - 3. PMC key staff and classifications that will be assigned to complete the Supplemental Services
- D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.
- E. Under no circumstances will PMC commence the Supplemental Services until:
 - 1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and
 - 2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.
- F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for administrative support, environmental permitting, technical reviews, project management services, independent cost and schedule estimate, contractor prequalification, development and management of project risk registers, or other unanticipated support tasks requested by the District.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

VIII. ADDITIONAL TERMS AND CONDITIONS (REVISED)

A. The Consultant as Independent Contractor

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

B. The Consultant's General Responsibilities

1. Standard of Care
 - a. The Consultant and its Subconsultants must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in the Consultant's area of specialty in the State of California.
 - b. The Consultant and its Subconsultants must perform services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements.
2. Unless the requirements for the Scope of Services described in this Agreement are specifically modified in writing, the Consultant must provide its services and deliverables as required.
3. The Consultant shall provide staff designated in Revised Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant must be approved at the administrative staff level by the District Representative.
4. Consultant's Project Manager and full-time contract staff will be located with District Water Utility Capital Division staff at District Headquarters to the extent defined in Revised Attachment One to Revised Appendix One.

C. Confidentiality

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Due to the nature of the services the Consultant will provide pursuant to this Agreement, Consultant, its subcontractors, and its Subconsultants are required to execute a Non Disclosure Agreement (see Revised Attachment Three). There may be disclosure to the Consultant of detailed information about the District's operations, including on a-need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information. The Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately. In the event the Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of the Consultant's employees, its subcontractors, and its Subconsultants authorized by the District to have the information. The Consultant will notify the District's Project Manager immediately of any request by any third party to have access to the information, and will not disclose the requested information without first receiving express written authorization from the District's Project Manager. The requirements of this section will survive completion, expiration, or termination of the Agreement.

D. Project Management

1. Michael Mooers, Associate Engineer, District Dam Safety Unit, is the District's Project Manager.
2. The Program Manager for Consultant is as indicated in the Revised Attachment One to Revised Appendix One, and is also responsible for managing the schedule and the coordination of the phase consultants.
3. The District's Project Manager or his designee is the only person authorized to accept the Consultant's deliverables on behalf of the District.

E. Task Orders

1. Supplemental Services will be assigned to the Consultant through issuance of Task Orders. After Supplemental Services to be performed under this Agreement are identified and communicated to the Consultant by the District Project Manager, the Consultant shall prepare a proposed Task Order. The proposed Task Order must identify the following:
 - a. Description of the services, including deliverables.
 - b. The total not-to-exceed amount for the Consultant to complete the services, including estimated number of hours per assigned staff to complete the services.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

- c. Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District Project Manager.
 - d. Estimated cost of each reimbursable expense, including any applicable fees.
 - e. Time schedule for completing the services.
 - f. Copies of applicable state and federal permits required to complete the services, unless previously provided to the District Project Manager.
 - 2. The Consultant agrees that the not-to-exceed amount specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by authorized representatives of both Parties.
 - 3. The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District and notice to proceed has been issued by the District's Project Manager. No payment will be made for any work performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by the District for an individual Task Order will not exceed the amount agreed to in the Task Order.
- F. Conflict of Interest
- 1. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement. Consultant represents that is does not currently have nor has had in the past three (3) years, a financial relationship with any of the organizations that the Consultant is assisting the District with their oversight management, that could impact the Consultant's ability to provide independent and impartial services to the District:
 - 2. Consultant represents that Consultant's performance under the Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.
 - 3. Consultant will not bring to the District or use in the performance of Consultant's duties under the Agreement any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

4. Consultant also represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not act as a Consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.
5. Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not submit a proposal:
 - a. For any contract to be awarded for the design or construction of any project that is related to the services provided under this Agreement; or
 - b. In response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant.
 - c. The Consultant and its sub-consultants referenced in Revised Attachment One to Revised Appendix One are precluded from proposing and/or contracting with the District for any professional service listed in this Revised Appendix One, Article III., Project Delivery Approach, section A. above. However, subcontractors, vendors, and/or suppliers providing non-professional services for this Agreement, such as but not limited to photocopying services, photography services, lab testing, soil borings, or other technically-related services may propose and/or contract with prime consultants or the District for each of the separate professional services referenced in Article III., Project Delivery Approach, section A. above.

G. Term & Termination

This paragraph G., Term and Termination and the following paragraph H., Consultant's Compensation Upon Termination or Suspension, of Article V. Additional Terms and Conditions, replaces paragraph #2. stated in the Standard Consultant Agreement portion of this Agreement, at Section VI. Changes in the Work.

1. Term & Automatic Termination

This Agreement encompasses all services for which the Consultant is responsible to provide within the time limits and not-to-exceed amount set forth herein. The Consultant shall not undertake to provide services

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

where it reasonably appears that the services cannot be provided and expenses cannot be incurred within said total compensation limit and the applicable not-to-exceed amount of any Task Order.

2. District's Rights

- a. Suspension: District may, by written notice to the Consultant, suspend any or all services pursuant to this Agreement. District may subsequently terminate this Agreement for convenience, or determine to proceed. If a decision to proceed is not made within ninety (90) days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice-To-Proceed or Task Order.
- b. Termination for Convenience: District may, by written notice to the Consultant, terminate all or part of this Agreement at any time for District's convenience. Upon receipt of such notice, the Consultant shall immediately cease all work as specified in the notice. If this Agreement is so terminated, the Consultant shall be compensated as set forth in Section H., Consultant's Compensation Upon Termination of Suspension, referenced below.
- c. Termination for Breach: If The Consultant violates any of the covenants, agreements or stipulations of this Agreement, or if The Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, and does not cure such failure or violation within thirty (30) days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District will thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination. Such notice will specify the effective date thereof, and the Consultant shall not be entitled to compensation for services or expenses beyond the specified termination date.
- d. If, after notice of termination for breach of this Agreement, it is determined that the Consultant did not breach the Agreement, the termination will be deemed to have been effected for District's convenience, and the Consultant shall receive payment that is allowed by this Agreement for a termination for convenience.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

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

H. Consultant's Compensation Upon Termination or Suspension

- 1. In the event of termination of this Agreement, or suspension of services by District, the Consultant shall receive compensation based on satisfactory performance, accepted by the District Project Manager, as follows:
 - a. For Direct Labor—The Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination.
 - b. For Reimbursable Expenses—The Consultant shall be entitled to receive compensation for all authorized Reimbursable Expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination.

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

- I. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
1. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services under this Agreement shall file in a manner prescribed by the District an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within thirty (30) calendar days of the effective date of this Agreement; and
 - b. Within thirty (30) calendar days of Consultant hiring, adding or promoting to a designated filer position employees, officers, agents, Subconsultants, and subcontractors to perform services under this Agreement.
 2. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services under this Agreement that filed an Assuming Office Statement shall file in a manner prescribed by the District an amendment to their Form 700 anytime there is a change to their disclosure information.
 3. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services under this Agreement that filed an Assuming Office Statement shall file with the District an Annual Statement in a manner prescribed by the District during the District's annual filing season as determined by the District.
 4. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services under this Agreement that filed an Assuming Office Statement shall file in a manner prescribed by the District a Leaving Office Statement when one of the following occurs:
 - a. Upon termination of this Agreement.
 - b. Within thirty (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 the District's Conflict of Interest Code).

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

- c. Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from District's Project Manager, Consultant will have fifteen (15) calendar days to remove that employee(s), officer(s), agent(s), Subconsultant(s), and subcontractor's person from the Project and provide a replacement acceptable to the District.
- 5. Further, the failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed herein or by the District is deemed a material breach and may result in termination of the Agreement for cause.
- J. District Quality Environmental Management System (QEMS) Awareness (See Revised Attachment Five, QEMS Fact Sheet)

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

- K. Release of Information Prohibited

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

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

L. Notices

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

District:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Attention: Katherine Oven, Deputy Operating Officer, Water Utility Capital Division
E-mail: KOven@valleywater.org
Fax: 408-979-5656
Phone: 408-630-3126

Consultant:

Black and Veatch
2999 Oak Rd, Suite 490
Walnut Creek, CA 94597
Attention: Dan Meyer, Senior Vice President
West Region Managing Director
E-mail: meyerdw@bv.com
Fax: 925-949-5902
Phone: 602-381-4417

M. Good Neighbor

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

N. Appendix One Attachments

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

Revised Attachment One—Consultant's Key Staff and Subconsultants
Revised Attachment Two—Dispute Resolution
Revised Attachment Three—Task Order Template
Revised Attachment Four—Non-Disclosure Agreement
Revised Attachment Five---QEMS Fact Sheet

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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

Team Member	Project Role	Contact Information
Chris Mueller	Project Director/PIC	MuellerCG@bv.com (913) 458-9862
Brian Gettinger	Program Manager/Project Manager	GettingerBC@bv.com (913) 458-3236
Brian Hubel	Engineering Oversight Manager	HubelB@bv.com (925) 949-5929
Jeff Bair	Constructability Reviews & Value Engineering	BairJM@bv.com (412) 269-5733
Ray Brainard	Construction Oversight Manager	BrainardRC@bv.com (913) 458-3079

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

The following sub-consultants are authorized to work on this Project:

Firm	Project Role
Schaaf & Wheeler	Engineering Support Permitting Contract Management
Avila and Associates	Project Controls
Creighton & Creighton, Inc.	Public Outreach and Stakeholder Involvement Oversight
Live Oak Associates, Inc.	Environmental Oversight
Parikh Consultants, Inc.	Geotechnical
M Pauletto and Associates, LLC	Quarries & Heavy Construction
Jack Cassidy	Board of Consultants
Lloyd Cluff	Board of Consultants

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Firm	Project Role
Ray Seed	Board of Consultants
GEI, specifically the services of Steve Verigin	Board of Consultants

Contact information for the above listed Sub-Consultants is as follows:

Expertise: Engineering Support, Permit Acquisition Support, Contract Management			
Firm:	Schaaf & Wheeler	Contact:	Andrew Sterbenz
Address:	3 Quail Run Circle, Ste. 101, Salinas, CA 93907	Phone:	(831) 883-4848 x404
		E-mail:	asterbenz@swws.com

Expertise: Project Controls			
Firm:	Avila & Associates	Contact:	Ernie Avila
Address:	712 Bancroft Road, Suite 333 Walnut Creek, CA 94598	Phone:	(925) 673-0549
		E-mail:	eavila@avilaassociates.com

Expertise: Environmental Oversight			
Firm:	Live Oak Associates, Inc.	Contact:	Rick Hopkins
Address:	6840 Via Del Oro Suite 220 San Jose, CA 95119	Phone:	(408) 224-8300
		E-mail:	rhopkins@loainc.com

Expertise: Public Outreach & Stakeholder Involvement			
Firm:	Creighton & Creighton	Contact:	Jim Creighton
Address:	P.O. Box 1030 Los Gatos, CA 95031	Phone:	(408) 354-80011 Mobile (408) 348-6555
		E-mail:	jim@publicparticipation.com

Expertise: Geotechnical			
Firm:	Parikh Consultants, Inc.	Contact:	Gary Parikh
Address:	2360 Qume Drive, Suite A San Jose, CA 95131	Phone:	(408) 452-9000
		E-mail:	gparikh@parikhnet.com

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Expertise: Quarries & Heavy Construction			
Firm:	M Pauletto and Associates, LLC	Contact:	Mike Pauletto
Address:	11204 NW 37th Court Vancouver, WA 98685	Phone:	(360) 921-4172
		E-mail:	mike@mpauletto.com

Expertise: Board of Consultants (Hydrology & Hydraulics)			
Firm:	Jack Cassidy	Contact:	Jack Cassidy
Address:	2884 Saklan Indian Drive Walnut Creek, CA 94595	Phone:	(925) 933-5994
		E-mail:	jjcassidyhydro@comcast.net

Expertise: Board of Consultants (Geosciences)			
Firm:	Lloyd S. Cluff	Contact:	Lloyd Cluff
Address:	33 Mountain Spring Avenue San Francisco, CA 94114	Phone:	(415) 564-9371
		E-mail:	lloydcluff@gmail.com

Expertise: Board of Consultants (Dam Geotechnical)			
Firm:	Raymond B. Seed	Contact:	Prof. Ray Seed
Address:	University of California, Department of Civil and Environmental Engineering 423 Davis Hall Berkeley, CA 94720	Phone:	(510) 643-8438
		E-mail:	seed@ce.berkeley.edu

Expertise: Board of Consultants (Dam Engineering)			
Firm:	GEI (Specifically the services of Steve Verigin)	Contact:	Steve Verigin
Address:	180 Grand Avenue, Suite 1410 Oakland, CA 94612-3017	Phone:	(510) 350-2900
		E-mail:	sverigin@geoconsultants.com

3. None of the above-named Consultant staff or sub-consultants will be replaced without the approval of the District's Project Manager.
4. Should replacement or additional sub-consultants be required to provide services under this Agreement, District preapproval is required.

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

5. Upon District approval, sub-consultants can be added to this Agreement through amendment as stated herein. If Consultant's Project Manager or any other designated key staff person or sub-consultant fails to perform to the satisfaction of the District, on written notice from District's Project Manager, Consultant will have fifteen (15) calendar days to remove that person from this Project and provide a replacement acceptable to the District.
 - a. Consultant will not charge District the time it takes Consultant's replacement personnel to obtain the District specific Project-level knowledge in the possession of the person or persons being replaced.
 - b. The Project Team's organization chart and delegated responsibilities of each team member will be revised accordingly and submitted to the District for concurrence.
 - c. Each Subconsultants firm's authorized representative will sign and submit the District's Non-Disclosure Agreement, which is provided as Revised Attachment Four to Revised Appendix One. Failure by a Subconsultant's authorized representative to sign the District's Non-Disclosure Agreement shall result in the District authorizing the Consultant to retain an equivalently qualified firm as a replacement Subconsultant. Consultant shall provide the signed form to the District's Project Manager or their designee and maintain a copy in the Project's Document Control System.
 - d. In addition, Consultant's Subconsultants' key staff are required to sign and submit the District's Personal Non-Disclosure Agreement, which is provided as Revised Attachment One to Revised Attachment Four to Revised Appendix One. Consultant will provide the signed form to the District's Project Manager or their designee and maintain a copy in the Project's Document Control System.
6. Consultants Subconsultants.
 - a. The District Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the scope of services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.
 - b. The District's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same scope) or a new Subconsultant is added (to perform new scope), provided the firm complies with all insurance requirements established by the District for such work; such approval will be confirmed in writing.
7. For Consultant's staff located at District Headquarters, the District will supply for the Consultant's use office space, desks, chairs, filing cabinets, office supplies, telephones for District related business use only, document reproduction equipment, and data processing equipment for Consultant's staff that are located with Water Utility Capital

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Programs Division, that is required to perform the services required by the terms of this Agreement. All property obtained by the District for the use of the Consultant, and all property obtained by the Consultant and reimbursed by the District to the Consultant, will become and remain the property of the District.

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**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE
DISPUTE RESOLUTION**

1. CONSULTANT'S QUESTIONS AND CONCERNS

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

2. DISPUTE RESOLUTION

A. Alternate Dispute Resolution (ADR)

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

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

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

3. NEGOTIATIONS BEFORE AND DURING MEDIATION

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

4. VOLUNTARY MEDIATION

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

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

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

5. INITIATION OF MEDIATION

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

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE
DISPUTE RESOLUTION**

6. REQUEST FOR MEDIATION

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

7. SELECTION OF MEDIATOR

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

8. QUALIFICATIONS OF A MEDIATOR

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

9. VACANCIES

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

10. REPRESENTATION

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

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE
DISPUTE RESOLUTION**

11. TIME AND PLACE OF MEDIATION

- A. The mediator will set the time of each mediation session.
- B. The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.
- C. All reasonable efforts will be made by the Parties and the mediator to schedule the first session within sixty (60) Days after selection of the mediator.

12. IDENTIFICATION OF MATTERS IN DISPUTE

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

13. AUTHORITY OF MEDIATOR

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

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE
DISPUTE RESOLUTION**

14. PRIVACY

- A. Mediation sessions are private.
- B. The Parties and their representatives may attend mediation sessions.
- C. Other persons may attend only with the permission of the Parties and with the consent of the mediator.

15. CONFIDENTIALITY

Except as provided by California or federal law or regulation:

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

16. NO STENOGRAPHIC RECORD

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

17. TERMINATION OF MEDIATION

- A. The Mediation shall be terminated:

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE
DISPUTE RESOLUTION**

1. By the execution of a Settlement Agreement by the Parties;
2. By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or
3. By a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

18. EXCLUSION OF LIABILITY

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

19. INTERPRETATION AND APPLICATION OF THESE MEDIATION PROVISIONS

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

20. EXPENSES

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

21. COMPENSATION FOR PARTICIPATION IN MEDIATION

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

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**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE
TASK ORDER TEMPLATE**

Task Order No. _____

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

District Project Manager: _____

Consultant Program
Manager: _____

Dollar Amount of Task Order: Not-to-exceed \$ _____

1. Upon full execution of this Task Order Number: _____, as set forth in Revised Appendix One, Article VIII., E. Task Orders, and issuance of a notice-to-proceed by the District's Project Manager, Consultant is hereby authorized to perform the services described in Attachment A to this Task Order. Any costs incurred, services performed or expenditures by 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 under this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A identifies the following:
 - a. Consultant personnel to be assigned to perform the services, including resumes if not previously provided to the District's Project Manager
 - b. The estimated number of hours required to perform the services assigned to each assigned Consultant personnel
 - c. Estimated cost of each reimbursable expense, including any applicable fees
 - d. Project schedule for completing the scope of services
3. Consultant will be compensated at the hourly rates established in Revised Appendix Two of the Agreement. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order will become effective on the date of signature by authorized representatives of the Parties and remains in effect until the earlier of: completion of the tasks set forth in Attachment A or {enter expected completion date}.
5. Copies of applicable state and federal permits required to perform the services are attached to this Task Order, unless the Consultant's Project Manager previously provided the appropriate permits to the District.
6. Consultant will perform all services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE
TASK ORDER TEMPLATE**

7. Signatures:

Signature/Print Name:	NAME OF CONSULTANT FIRM [PRINT NAME] [PRINT TITLE]	Date
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Signature/Print Name:	SANTA CLARA VALLEY WATER DISTRICT [PRINT NAME] [PRINT TITLE]	Date
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**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT FOUR TO REVISED APPENDIX ONE
NON-DISCLOSURE AGREEMENT**



**NON-DISCLOSURE AGREEMENT (NDA)
(11-03-2016)**

This Non-Disclosure Agreement (“NDA”) is entered into as of the date executed below, by and between Santa Clara Valley Water District (hereinafter the “District”), and _____, or which together with its subsidiaries and affiliates, are individually and collectively be referred to hereinafter as the “Consultant.”

1. During the course of Consultant's relationship with the District, which commences with the District's issuance of Notice-to-Proceed for Standard Consultant Agreement _____ for Project Management Services for the Anderson Dam Seismic Retrofit Project and other services for Calero Dam Seismic Retrofit Project, Guadalupe Dam Seismic Retrofit Project, Almaden Dam Improvements, or other District projects (Projects), the District has disclosed or may disclose to Consultant confidential information that may include but not be limited to the following kinds of information: all draft/final documents associated with the solicitation, selection, award, administration and management of any and all contracts for Phase Consultant(s) and related construction contracts for the Projects, plans, security data, vulnerability assessments, draft documents, network data, control systems data, security protocols, personnel data, computer programs, remote application access, computer information licensed to the District, and work product of the District's employees and agents, and other non-public information (“Confidential Information”).
2. Consultant agrees:
 - (i) To hold the Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information;
 - (ii) Not to reproduce, transcribe, or disclose the Confidential Information, or any information derived from the Confidential Information to third parties without prior written approval by the District;
 - (iii) Not to make, have made, use, distribute or sell for its own purposes or for any purpose other than on behalf of the District, any item or data incorporating Confidential Information;
 - (iv) To only make a minimum amount of copies of any Confidential Information that is absolutely necessary to carry out services it provides to the District;
 - (v) To only disclose Confidential Information to its responsible employees who have:
 - (a) a need to know such Confidential Information in order to carry out the services Consultant provides to the District; and
 - (b) signed and returned to the District the PERSONAL NDA, attached to this NDA;

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT FOUR TO REVISED APPENDIX ONE
NON-DISCLOSURE AGREEMENT**

- (vi) To promptly return all copies, renderings, transformations, and derivatives of the Confidential Information to the District at the termination of its working relationship with the District; or if requested by the District to destroy and certify in writing the destruction of such Confidential Information; and
 - (vii) To notify the District in writing immediately when it becomes aware of any unauthorized release of the Confidential Information.
3. Company acknowledges that its compliance with this NDA is necessary to protect the District, and that any action on Consultant's part that is inconsistent with this NDA will cause the District irreparable and continuing harm. Therefore, if anything Consultant (including its employees and agents) does that is inconsistent with this NDA, Consultant consents to the District obtaining a court order to stop its inconsistent actions and otherwise to prevent any, without the District having to post any bond or security for such order. The District may pursue other remedies available to it, all of which are nonexclusive and cumulative.
4. The obligations established by this NDA may be supplemented by contract terms hereafter agreed to by District and Consultant. All additions or modifications to this NDA must be made in writing and must be signed by both parties. This NDA is made under and will be construed according to the laws of the State of California.

By signing below, I acknowledge that I have read this NDA and I have authority to agree, and do agree, on behalf of Consultant to all of the terms and conditions contained in this NDA.

CONSULTANT:

Signature: _____ Date: _____

Name: _____ Title: _____

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**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT FOUR TO REVISED APPENDIX ONE
NON-DISCLOSURE AGREEMENT**



**ATTACHMENT ONE TO NDA
PERSONAL NON-DISCLOSURE AGREEMENT (PNDA)
(11-03-16)**

1. I acknowledge that the Santa Clara Valley Water District ("District") will make available to me from time to time certain information that is highly confidential to the District. I acknowledge that such information is extremely sensitive and agree that I will not disclose all or any part of this confidential information to any person, firm, corporation, association, or partnership without the written permission of the District. For example, this confidential information may include but not be limited to the following kinds of information: plans, security data, vulnerability assessments, draft documents, network data, control systems data, security protocols, personnel data, computer programs, remote application access, computer information licensed to the District, and work product of the District's employees and agents, and other non-public information related to the Anderson Dam Seismic Retrofit Project, Calero Dam Seismic Retrofit Project, Guadalupe Dam Seismic Retrofit Project, and Almaden Dam Improvements Project or other District projects.
2. I will hold all of the District's confidential information at all times in trust and strictest confidence for the District from and after the date of its creation or disclosure to me. I will prevent the impermissible release of the District's confidential information. I will not retain nor incorporate any of the confidential information into any database or any medium other than may be required for the District's exclusive benefit. I will not duplicate or disclose or otherwise reveal such confidential information in any manner inconsistent with this PNDA.
3. In addition, I will not perform an illegal act and I will not share the password or account access provided exclusively to me. When leaving a workstation unattended, or out of sight, I will save my work and log off or lock the workstation to prevent unauthorized access. I will make no attempt to circumvent access codes or information protection schemes or uncover security loopholes or attempt to break authentication procedures or encryption protocols. I will make no attempts to increase the level of access to which I have been authorized. I will not attempt to use or obtain access codes in an unauthorized manner or from another user. I will not allow non-employees to access District computer systems.
4. I agree to abide by the statements made regarding the use of confidential information, including, without limitation, any on the use of the District's network.
5. I acknowledge that my faithful compliance with this PNDA is necessary to protect the District and that any action on my part that is inconsistent with this PNDA will cause the District irreparable and continuing harm. Therefore, if anything I do is inconsistent with this PNDA, I consent to the District obtaining a court order to stop my inconsistent actions and otherwise to prevent any, without the District having to post any bond or

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT FOUR TO REVISED APPENDIX ONE
NON-DISCLOSURE AGREEMENT**

security for such order. The District may pursue other remedies available to it, all of which are nonexclusive and cumulative.

PLEASE COMPLETE THE FOLLOWING SECTION (PLEASE PRINT):

Full Name:			
Consultant Name:			
Phone No.:		Fax No.:	
E-mail Address:			
Who is your District Project Manager?			
Signature:		Date:	

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**AMENDMENT NO. 6 TO AGREEMENT A3555A
ATTACHMENT FIVE TO REVISED APPENDIX ONE
REVISED QEMS FACT SHEET**

Fact sheet

Quality and Environmental Management System (QEMS)



What is ISO?

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

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

Principles of ISO

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

What are the Benefits of ISO?

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

District's Quality and Environmental Policy

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

**AMENDMENT NO. 6 TO AGREEMENT A3555A
ATTACHMENT FIVE TO REVISED APPENDIX ONE
REVISED QEMS FACT SHEET**

Fact sheet
**Quality and Environmental
Management System (QEMS)**



Purpose:

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

Customers:

- *Meet customer requirements and enhance customer satisfaction.*

Environmental Stewardship:

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

Continual Improvement:

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

Compliance:

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

Policy, Objectives, and Targets:

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

Awareness and Competence:

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

Public:

- *Ensure this policy is available to the public.*

AMENDMENT NO. 6 TO AGREEMENT A3555A
ATTACHMENT FIVE TO REVISED APPENDIX ONE
REVISED QEMS FACT SHEET

Fact sheet

Quality and Environmental Management System (QEMS)



District's Significant Environmental Aspects

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

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

Bulk Chemical Storage

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

Construction of water utility and flood protection capital projects.

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

District's Quality and Environmental Objectives

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

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

Quality Objectives:

- *Prepare and respond effectively to flood emergencies countywide to protect life and property*
- *Respond effectively to historic drought conditions*
- *Reliable high quality drinking water is delivered*

**AMENDMENT NO. 6 TO AGREEMENT A3555A
ATTACHMENT FIVE TO REVISED APPENDIX ONE
REVISED QEMS FACT SHEET**



- *Maintain effective relationships with the retailer and other stakeholder to ensure high quality, reliable drinking water.*
- *Provide natural flood protection for residents, businesses, and visitors by removing parcels from flooding, applying an integrated watershed management approach that balances environmental quality and protection from flooding.*

Environmental Objectives:

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

Environmental Impacts

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

Assessing the QEMS for Effectiveness

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

For More Information:

Your District contact can provide more information or answer any questions.

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

I. GENERAL

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

II. TOTAL AUTHORIZED FUNDING

Total payment for services performed, as described in Revised Appendix One, Scope of Services, will not exceed a total amount of **\$16,558,637** during the term of this Agreement. Under no conditions will the total compensation to the Consultant exceed this NTE amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors ("Board") or the Chief Executive Officer, as authorized by the Board. The Consultant guarantees that it will complete the contracted Scope of Services for the Total NTE amount stated herein.

III. 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 Revised Appendix One of this Agreement.

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**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

COST BREAKDOWN

ORIGINAL AGREEMENT THROUGH AMENDMENT NO. 2

Previous Task Number and Description		Not-to-Exceed		
		Original Agreement 1/24/2012	Amendment No. 2 6/24/2014	Total
1.	Project Management and Capital Project Delivery	\$433,100	\$674,196	\$1,107,296
2.	Coordination and Communication	\$440,200	\$285,886	\$726,086
3.	Administrative Work	\$704,400	\$201,218	\$905,618
4.	Public Outreach	\$65,900	\$164,536	\$230,436
5.	Stakeholder Engagement	\$42,300	\$498,064	\$540,364
6.	Agreements, Contracts and Services	\$432,300	\$542,624	\$974,924
7.	Implement Value Engineering/ Constructability Review	\$131,400	\$192,863	\$324,263
8.	Quality Assurance and Quality Control	\$232,600	\$907,335	\$1,139,935
9.	Board of Consultants	\$103,100	\$637,655	\$740,755
10.	Interim Safety Measures	\$37,300	\$0	\$37,300
Type 1, 2, & 3 Other Direct Cost*		\$138,000	\$189,000	\$327,000
Subtotal Tasks 1 through 10 Not-to-Exceed Amount		\$2,760,600	\$4,293,377	\$7,053,977
11.	Supplemental Services	\$896,200	\$699,632	\$1,595,832
12.	Provide Project Management Assistance to the Calero-Guadalupe Dams Seismic Retrofits Project Manager	\$0	\$369,033	\$369,033
Total Agreement Not-to-Exceed Amount		\$3,656,800	\$5,362,042	\$9,018,842

NOTES:

* Refer to Revised Appendix Two, Fees and Payments, IV. Terms and Conditions, paragraph #6. Other Direct Cost (ODC).

** Amendments 1, 3, 4, and 5 were no-cost amendments.

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

COST BREAKDOWN

AMENDMENT NOS. 2 THROUGH 6

Task Number and Description		Not-to-Exceed		
		Amendment No. 2 Total*	Amendment No. 6	Total
101	Project Management & Administration	\$3,713,924	\$1,929,710	\$5,680,934
102	Technical Review & Quality Control	\$1,464,198	\$1,665,763	\$3,129,961
103	Regulatory, Permitting & Environmental Coordination	\$540,364	\$404,815	\$945,179
104	Public Outreach	\$230,436	\$110,634	\$341,070
105	Board of Consultants Coordination	\$740,755	\$360,726	\$1,101,481
106	Anderson Supplemental Services	\$1,595,832	\$459,309	\$2,055,141
Type 1, 2, & 3 Other Direct Cost		\$327,000	\$189,220	\$516,220
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		\$8,612,509	\$5,120,175	\$13,769,984
107	PMC Services for Calero Dam Seismic Retrofit Project	\$184,517	\$487,991	\$672,508
108	Supplemental Services for Calero Dam Seismic Retrofit Project	\$0	\$477,189	\$477,189
Type 1, 2, & 3 Other Direct Cost		\$0	\$9,920	\$9,920
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		\$184,517	\$975,100	\$1,159,617
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	\$184,517	\$471,131	\$655,648
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	\$0	\$434,487	\$434,487
Type 1, 2, & 3 Other Direct Cost		\$0	\$9,920	\$9,920
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		\$184,517	\$915,538	\$1,100,055
111	PMC Services for Almaden Dam Improvements Project	\$0	\$437,691	\$437,691

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Task Number and Description		Not-to-Exceed		
		Amendment No. 2 Total*	Amendment No. 6	Total
112	Supplemental Services for Almaden Dam Improvements Project	\$0	\$86,490	\$86,490
Type 1, 2, & 3 Other Direct Cost		\$0	\$4,800	\$4,800
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount		\$0	\$528,981	\$528,981
Total Amendment Not-to-Exceed Amount		\$9,018,842	\$7,539,795	\$16,558,637

* - Notes: Amendment 2 NTE Amounts have been redistributed using Amendment 6 Task structure as shown in Revised Appendix One, Section VII., Revised Task Descriptions

IV. TERMS AND CONDITIONS

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

1. District will pay for services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as listed below in District FY 2017 Base Hourly Rate Schedule. This 2017 Base Hourly Rate Schedule is based on rates effective for the calendar year 2017 and addresses the scope of services described in the Revised Appendix One, which does not include legal-related services involving a third-party dispute with the District such as and not limited to the preparation of declarations, participation in depositions, or providing testimony before a court.
2. The stated 2017 Base Hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. On January 2, 2018, these rates may be escalated in accordance with the ECI as defined below. After twelve (12) months from January 2, 2017 ("anniversary date"), and each 12 months thereafter, these 2017 Base Hourly Rates, listed below, may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates ninety (90) calendar days prior to the anniversary date of this Agreement. 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 **2.5%**, whichever is less. A negative ECI will result in rates remaining the same. Such rate revisions are

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

subject to written approval by the District's Water Utility Capital Services Division
Deputy Operating Officer.

2017 Base Hourly Rate Schedule

Firm, Classification	Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate
CONSULTANT								
Black & Veatch:								
Project Director/PIC	\$270.30	N/A	\$283.82	N/A	\$295.57	N/A	\$298.23	N/A
Senior Practice Leader (Constructability Reviews & Value Engineer)	\$270.30	\$265.20	\$283.82	\$278.72	\$295.57	\$290.26	\$298.23	\$292.87
Program Manager	\$270.30	\$265.20	\$283.32	\$278.72	\$288.36	\$282.59	\$290.96	\$285.13
Practice Leader	\$244.80	N/A	\$257.04	N/A	\$267.68	N/A	\$270.09	N/A
Safety Manager	\$234.60	N/A	\$246.33	N/A	\$256.53	N/A	\$258.84	N/A
Senior Construction Manager (Construction Oversight Manager)	\$229.50	N/A	\$240.98	N/A	\$250.96	N/A	\$253.22	N/A
Deputy Program Manager	\$219.30	N/A	\$230.27	N/A	\$239.80	N/A	\$241.96	N/A
Sr. Project Supervising Engineer (Engineering Oversight Manager)	\$239.70	\$234.60	\$251.69	\$246.59	\$262.11	\$256.80	\$264.47	\$259.11
Construction Manager	\$198.90	N/A	\$208.85	N/A	\$217.50	N/A	\$219.45	N/A
Senior Engineer	-	-	\$208.85	\$203.75	\$217.50	\$212.19	\$219.45	\$214.09
Cost Estimator	\$198.30	N/A	\$203.49	N/A	\$211.91	N/A	\$213.82	N/A
Senior Project Engineer	\$183.60	\$178.50	\$192.78	\$187.68	\$200.76	\$195.45	\$202.57	\$197.21
Sr. Project Controls	\$178.50	N/A	\$187.43	N/A	\$195.19	N/A	\$196.95	N/A

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Firm, Classification	Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate
Project Controls	\$153.00	N/A	\$160.65	N/A	\$167.30	N/A	\$168.81	N/A
Associate Engineer	\$147.90	N/A	\$155.30	N/A	\$161.73	N/A	\$163.18	N/A
GIS Practice Leader	\$147.90	N/A	\$155.30	N/A	\$161.73	N/A	\$163.18	N/A
Sr. Regional Administrator	\$127.50	N/A	\$133.88	N/A	\$139.42	N/A	\$140.68	N/A
CAD Technician	-	-	\$130.00	N/A	\$135.38	N/A	\$136.60	N/A
SUBCONSULTANTS (SBE)								
Schaaf & Wheeler:								
Principal	\$255.00	N/A	\$267.75	N/A	\$278.83	N/A	\$281.34	N/A
Project Manager	\$209.10	N/A	\$219.56	214.46	\$228.65	\$223.34	\$230.71	\$225.35
Senior Engineer	\$163.20	N/A	\$171.36	\$166.26	\$178.45	\$173.14	\$180.06	\$174.70
Associate Engineer	\$122.40	N/A	\$128.52	N/A	\$133.84	N/A	\$135.05	N/A
Junior Engineer/Technician	\$112.20	N/A	\$117.81	N/A	\$122.69	N/A	\$123.79	N/A
Senior Project Administrator	-	-	-	-	\$135.29	N/A	\$136.51	N/A
Project Administrator	-	-	\$117.81	N/A	\$122.69	N/A	\$123.79	N/A
Administrative Assistant	-	-	\$100.84	N/A	\$105.01	N/A	\$105.96	N/A
Avila & Associates:								
Project Controls Manager	\$205.79	N/A	\$216.08	\$210.98	\$225.03	\$219.71	\$227.05	\$221.69
Senior Engineer II	\$197.84	N/A	\$207.73	N/A	\$216.33	N/A	\$218.28	N/A
Senior Engineer I	\$178.35	N/A	\$187.27	N/A	\$195.02	N/A	\$196.78	N/A
Project Administration Specialist	\$96.04	N/A	\$100.84	N/A	\$105.01	N/A	\$105.96	N/A
Creighton &								

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

	Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate
Creighton, Inc:								
Principal	\$190.65	N/A	\$200.18	N/A	\$208.47	N/A	\$210.34	N/A
Live Oak Associates, Inc:								
Principal	\$183.60	N/A	\$192.78	N/A	\$200.76	N/A	\$202.57	N/A
Senior Associate	\$132.60	N/A	\$139.23	N/A	\$144.99	N/A	\$146.30	N/A
Director of Ecol. Services (SJ)	\$153.00	N/A	\$160.65	N/A	\$167.30	N/A	\$168.81	N/A
Director of Ecol. Services	\$142.80	N/A	\$149.94	N/A	\$156.15	N/A	\$157.55	N/A
Project Manager	\$112.20	N/A	\$117.81	N/A	\$122.69	N/A	\$123.79	N/A
Director of Cartography	\$122.40	N/A	\$128.52	N/A	\$133.84	N/A	\$135.05	N/A
Assistant Project Manager	\$96.90	N/A	\$101.75	N/A	\$105.96	N/A	\$106.91	N/A
Support Staff	\$66.30	N/A	\$69.62	N/A	\$72.50	N/A	\$73.15	N/A
Parikh Consultants, Inc:								
Project Manager	\$222.77	N/A	\$233.91	N/A	\$243.59	N/A	\$245.79	N/A
Senior Project Engineer	\$160.67	N/A	\$168.70	N/A	\$175.68	N/A	\$177.27	N/A
Project Engineer	\$125.54	N/A	\$131.82	N/A	\$137.28	N/A	\$138.51	N/A
Field Engineer	\$104.79	N/A	\$110.03	N/A	\$114.59	N/A	\$115.62	N/A
Staff Engineer	\$85.90	N/A	\$90.20	N/A	\$93.93	N/A	\$94.78	N/A
SPECIALTY SUBCONSULTANTS (Non-SBE)								
M Pauletto And Associates:								
Borrow & Spoil Sites	\$245.58	N/A	\$257.86	N/A	\$268.54	N/A	\$270.95	N/A
Cluff:								
Lloyd Cluff, BOC	\$229.50	N/A	\$240.98	N/A	\$250.96	N/A	\$253.22	N/A
Seed:								
Ray Seed, BOC	\$229.50	N/A	\$240.98	N/A	\$250.96	N/A	\$253.22	N/A

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

	Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate
Cassidy:								
Jack Cassidy, BOC	\$229.50	N/A	\$240.98	N/A	\$250.96	N/A	\$253.22	N/A
GEI:								
Steve Verigin, BOC	\$229.50	N/A	\$240.98	N/A	\$250.96	N/A	\$253.22	N/A

Note: In circumstances other than as described in Revised Attachment Two to Revised Appendix One, Scope of Services, Dispute Resolution, Section V. Compensation for Participation in Mediation, if a third party dispute arises, District will determine if Consultant services are necessary and compensable at District's expense. Should such services be requested of Consultant by District, the above rates do not apply and the Consultant and District will negotiate separate rates as appropriate. New rates, classifications and Subconsultants required shall be incorporated by amendment into Agreement.

3. Unused fees from an active task may be reallocated to another active task provided that the Total Agreement NTE Amount is not exceeded. The Parties will exercise some flexibility within the not-to-exceed cost limitation to identify changes, and, subject to District approval, provide for transferring of unspent funds between concurrent tasks. The transference of funds may occur only after written approval from the District Water Utility Capital Division Deputy Operating Officer.
4. Not-to-exceed fees and services to be performed under Supplemental Services will commence only after written approval from the District Water Utility Capital Division Deputy Operating Officer.
5. Labor costs incurred by the Consultant for Sub-consultants providing professional services will be reimbursed at actual cost plus 5%.
6. Other Direct Cost (ODC)
 - a. All other direct expenses not included in overhead including, the following types of costs that will be billed separately in accordance with the following:
 - b. ODC—Type 1: This includes prime consultant direct costs including the use of outside services that are ancillary but an integral part of executing this Project. These include, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, website hosting

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

services, Project-specific software licenses and user fees such as Contract Manager, will be billed at actual cost without any mark-up.

c. ODC—Type 2:

- (1) This includes Subconsultants direct costs including the use of outside services that are ancillary to and an integral part of enabling Consultant's specialty Subconsultants and/or out of state specialists to travel to/from their home office to the District or Project site or to transmit documents to the Project office. This includes members of the Board of Consultants (Seed, Cluff, Cassidy, and Verigin) and the Quarry Expert (Pauletto).
- (2) Pending District pre-approval of travel, the related costs (e.g. airfare, personal vehicle, or rental vehicle), lodging, meals, and/or other travel-related incidental costs (e.g. Bridge tolls) will be billed at actual cost without any mark-up.
- (3) Travel and overnight accommodations, including per diem, for ODC Type 2 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 the rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual incurred costs. Per diem shall be limited to the per diem rates for San Jose, Sunnyvale, Palo Alto, and San Jose as published by the US General Services Administration for the current US fiscal year.
- (4) Vehicle rental is limited to a compact or economy model.
- (5) Automobile travel expenses in Consultant vehicles incurred while carrying out the work herein will be paid at the current IRS rate. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.

d. ODC—Type 3:

- (1) This includes incidental costs that are ancillary, but are direct Project related costs that are small dollar amount (e.g., less than \$200) and cannot be estimated or planned for in detail.
- (2) This includes, but is not limited to such items as: postage, FedEx/UPS, in-state travel to meet with FERC and/or DSOD, specialized computer usage such as GIS or CAD, and misc. meeting expenses.

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

- (3) These costs will be billed monthly based on a percent complete basis as approved by the District's Project Manager in accordance with the amount specified in Section III of this, Revised Appendix Two.
 - (4) Automobile travel expenses in Consultant vehicles incurred while carrying out the work herein will be paid at the current IRS rate measured from the District Headquarters to Project site, if directed and authorized by the District. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.
- 7. Consultant's monthly invoices will be prepared in accordance with the terms of this Revised Appendix Two and the Standard Consultant Agreement Section IV, Fees and Payments, and represent work performed and reimbursable costs incurred during the identified billing period and will be consistent with Revised Appendix One and include the following:
 - a. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.
 - b. Direct charges by Scope of Service Task.
 - c. Consultant's summary of the amount Consultant has been billed by their Subconsultants and further detailed by Scope of Service Task.
 - d. Direct charges must reflect actual fees versus the Agreement not-to-exceed fees in this Appendix Two.
- 8. Before submitting an invoice, a monthly progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District's Project Manager. Upon preliminary approval by the District, the Consultant will send via United States mail the complete signed and dated hardcopy invoice, including all supporting documentation to the District's Project Manager. District review of the draft invoice does not represent final approval of the hardcopy invoice.
- 9. District's Project Manager will review each invoice within 5 working days of receipt, address any questions with Consultant's Project Manager, and approve the undisputed amount of the invoice within 10 working days of receipt of the undisputed invoice amount. District will pay undisputed invoices within 30 calendar days from date invoice is received by District's Project Manager.
- 10. Prevailing Wages

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

- a. The services to be performed pursuant to this Agreement are considered "Public Works" subject to California Labor Code §1771, et. seq. and the applicable implementing regulations.
 - b. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's services include such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
 - c. The Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code Section 1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5.
 - 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 be entitled to 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. The Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner monthly, in a format prescribed by the Labor Commissioner.
 - f. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.
11. Consultant's services will be performed by its and Subconsultants staff members at the lowest hourly rates commensurate with the complexity of the required services.
12. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.
13. Small Business Enterprise (SBE) Participation
- This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the services, estimated to be **35%** or more of the Total Not to Exceed Amount stated in this Revised Appendix Two and Consultant agrees to use its best efforts to meet this goal.

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

With each monthly progress report, Consultant shall provide level of Small Business Enterprise (SBE) participation.

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**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

1. This Agreement commences on the date specified in the introductory paragraph of this Agreement. This Agreement expires February 27, 2019, unless its term is modified by a written amendment hereto, signed by both Parties prior to its expiration.
2. Consultant has commenced performance of tasks listed in Appendix One and will perform as stated in Revised Appendix One of this Amendment No. 6 as of its effective date.
3. Consultant will perform and complete the services described in Revised Appendix One in accordance with this Amendment No. 6 to the Agreement pursuant to the Project Schedule table as shown below that is based on the overall District Approved Project Plan schedule. Consultant will coordinate services with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings, and deliverables.
4. The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of Tasks and Deliverables are subject to advance written approval by District Project Manager. Consultant's attention is directed to District's Standard Consultant Agreement, Section VII. DELAYS AND EXTENSIONS.
5. Project Delays—The Consultant will make all reasonable efforts to comply with the Project Schedule as shown in the table below. In the event Consultant becomes aware that the Project Schedule will be delayed, Consultant will notify the District Project Manager as soon as possible; explain the reason(s) for the delay; the estimated length of the delay; and a description of the actions being taken to address the delay. If the Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Project Schedule. This language will prevail should any conflict or discrepancy occur between this provision and the Standard Consultant Agreement, Section VII. DELAYS AND EXTENSIONS.
6. District's Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as an administrative modification to the Agreement.

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**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

Project Schedule

Task	Description	Duration from Amendment No. 6 Effective Date
101	Project Management & Administration	Duration of Agreement
102	Technical Review & Quality Control	Duration of Agreement
103	Regulatory, Permitting & Environmental Coordination	Duration of Agreement
104	Public Outreach	Duration of Agreement
105	Board of Consultants Coordination	Duration of Agreement
106	Supplemental Services for ADSRP	Duration of Agreement
107	PMC Services for Calero Dam Seismic Retrofit Project	Duration of Agreement
108	Supplemental Services for Calero Dam Seismic Retrofit Project	Duration of Agreement
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	Duration of Agreement
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	Duration of Agreement
111	PMC Services for Almaden Dam Improvements Project	Duration of Agreement
112	Supplemental Services for Almaden Dam Improvements Project	Duration of Agreement

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**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE**

Please refer to the insurance requirements listed below.

Without limiting the Consultant's indemnification of, or liability to, the Santa Clara Valley Water District ("District"), 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.

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 the District with copies of original endorsements affecting coverage required by this Appendix. 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 the District before services commences.** In the event of a claim or dispute, the 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 Appendix.

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

REQUIRED COVERAGES

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

\$5,000,000 per occurrence/\$5,000,000 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 pursuant to 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.
- f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Consultant's liability insurance policy, an endorsement must

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE**

be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by the District, its Directors, officers, employees, agents or volunteers must be in excess of Consultant's insurance and must not contribute to it.

2. Business Auto Liability Insurance with coverage as indicated:

\$2,000,000 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:

\$5,000,000 per claim/\$5,000,000 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 million dollars (\$1,000,000) per occurrence/event.
- b. Coverage shall include contractual liability.
- c. If coverage is claims-made:
 - (1) Certificate of Insurance shall clearly state that the coverage is claims-made.
 - (2) Policy retroactive date must coincide with or precede the Consultant's start of services (including subsequent policies purchased as renewals or replacements).
 - (3) Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - (4) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.

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

- a. Statutory California Workers' Compensation coverage covering all work to be performed for the District.
- b. Employer Liability coverage for not less than \$1,000,000 per occurrence.
- c. In accordance with the provisions of Section 3700 of the California Labor Code, Consultant is required to secure Workers' Compensation insurance for its employees. Consultant must obtain and keep in full force and effect Workers' Compensation insurance necessary in connection with the performance of this Agreement to protect Consultant and its employees pursuant to the Workers' Compensation Insurance and Safety Act, including coverage pursuant to United States Longshoremen's and Harbor

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE**

Worker Act, when applicable. Such insurance must be in a standard form and relieve the District of all responsibility. Prior to performing the Scope of Services, Consultant must provide the District with a certificate(s) of insurance evidencing that said requirements are fully in effect in addition to the requirements.

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 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 services. 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:** 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. Note: Editions dated 07/04 are not acceptable.)

- 2. Primacy Clause:** Consultant's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
- 3. Cancellation Clause Revision:** The Certificate of Insurance **MUST provide Thirty (30) days notice of cancellation, (ten (10) days notice for non-payment of premium).** **NOTE: The standard wording in the ISO Certificate of Insurance is *not* acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: ". . . endeavor to . . ." AND ". . . but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
- 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 Management Administrator.
- 5. Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. None of Consultant's policies will have a deductible that exceeds \$500,000.
- 6. Subconsultants:** Some of the services pursuant to this Agreement are sublet. Notwithstanding Table IV to this Appendix Four, Subconsultants Insurance Requirements, the Consultant must require each of its Subconsultants of any tier to carry the aforementioned coverages, or Consultants may insure Subconsultants pursuant to its own policies.

**AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE**

- 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:** With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, 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, or Workers' Compensation policy, described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
- 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.
- 11. Please email the certificates and endorsements to:**

**Santa Clara Valley Water District
c/o EXIGIS Risk Management Services
PO Box 4668-ECM #35050
New York, NY 10163-4668
Certificates-santaclara@riskworks.com**

IMPORTANT: On the certificate of insurance, please note:

Michael Mooers, Associate Engineer
Anderson Dam Seismic Retrofit Project - Project Management, CAS No. 4400

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

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