

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

This Amendment No. 6 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of Standard Consultant Agreement A3676A (Agreement) dated August 27, 2013, Amendment No. 1 dated December 28, 2015, Amendment No. 2 dated August 11, 2016, Amendment No. 3 dated February 21, 2017, Amendment No. 4 dated May 17, 2017, and Amendment No. 5 dated July 25, 2017 between SANTA CLARA VALLEY WATER DISTRICT (District) and URS CORPORATION, DBA URS CORPORATION AMERICAS (Consultant), collectively the "Parties."

RECITALS

WHEREAS, Consultant is providing professional engineering design services for the Anderson Dam Seismic Retrofit Project (Project); and

WHEREAS, the spillway assessment was completed in November 2017 and the 60% Design was completed in July 2018; and

WHEREAS, the spillway assessment findings indicate it is performing as intended, however the spillway does not meet current standards, has a potential to fail, and will require a significant retrofit or reconstruction; and

WHEREAS, the Federal Energy Regulatory Commission and the California Department of Water Resources, Division of Safety of Dams have requested that the Project design include supplemental geotechnical investigations and analysis to design the spillway, the in-reservoir stockpile areas, the outlet works, and embankment reconstruction; and

WHEREAS, the County of Santa Clara Parks land has been identified as a likely area for stockpiling and staging, requiring a Project restoration design; and

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

NOW, THEREFORE, in consideration for the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5, Consultant and District hereby agree as follows:

1. Revised Appendix One, Scope of Services, is amended to add tasks, subtasks and deliverables as set forth in the attached Revised Appendix One, Scope of Services and incorporated herein by this reference.
2. Revised Attachment One to Revised Appendix One, Consultant's Key Staff and Subconsultants, is amended as set forth in in the attached Revised Attachment One to Revised Appendix One, Consultant's Key Staff and Subconsultants, and incorporated herein by this reference.

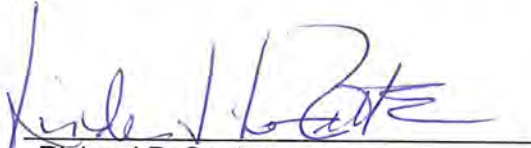
**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

3. Revised Attachment Three to Revised Appendix One, Task Order Template, is amended as stated in Revised Attachment Three to Revised Appendix One, Task Order Template, and incorporated herein by this reference.
4. Revised Attachment Five to Revised Appendix One, District's Standard for GIS Products, is amended as stated in Revised Attachment Five to Revised Appendix One, District's Standard for GIS Products July 2017, and incorporated herein by this reference.
5. Revised Appendix Two, Fees and Payments, is amended as set forth in the attached Revised Appendix Two, Fees and Payments and incorporated herein by this reference.
6. Revised Appendix Three, Schedule of Completion, is amended as set forth in the attached Revised Appendix Three, Schedule of Completion and incorporated herein by this reference.
7. Revised Appendix Four, Insurance-Consultant, is amended as set forth in the attached Revised Appendix Four, Insurance-Consultant and incorporated herein by this reference.
8. All other terms and conditions of Agreement A3676A, 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.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 6 TO AGREEMENT A3676A THROUGH THE SIGNATURE OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

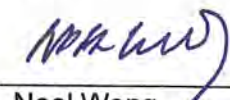
By:


Richard P. Santos
Chair, Board of Directors

Date: 10/23/2018

URS CORPORATION, DBA URS
CORPORATION AMERICAS
"Consultant"

By:


Noel Wong
Vice President

Date: 10/11/18

ATTEST:


Michele L. King
Clerk, Board of Directors

Firm Address:

300 Lakeside Dr., Suite 400
Oakland, CA 94612

AMENDMENT NO. 6 TO AGREEMENT A3676A

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 Design services for the District's Anderson Dam Seismic Retrofit Project (Project).

I. PROJECT OBJECTIVES (UNCHANGED)

II. INTENT (UNCHANGED)

III. 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, three 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

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

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 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 were identified including embankment transition zone quality, fault rupture across the embankment, and potentially liquefiable soils in the upstream dam embankment. A Modified Project has been developed to address 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 will include both a triple-layer chimney and horizontal blanket filter/drain/transition zones and compacted gravel shells. These features will address the previously-described dam deficiencies. All the liquefiable material at the base and foundation of the dam will also be removed.

As a result of a major spillway incident at Oroville Dam in 2017, both FERC and DSOD requested the District perform a comprehensive condition assessment of the spillway at Anderson Dam. Based on the assessment results and a subsequent spillway focused Potential Failure Mode Analysis (PFMA), a recommendation to reconstruct the spillway has been added to the Modified Project.

Because of the extensive earthwork to dismantle and rebuild the dam, the reservoir will be drained through at least two consecutive winters of construction. A diversion structure and construction staging and sequencing will be required to minimize downstream flooding risk during these winter seasons.

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

IV. PROJECT DELIVERY APPROACH (*UNCHANGED*)

V. PROJECT TASKS—GENERAL CONDITIONS (*UNCHANGED*)

DESIGN PHASE TASKS (*REVISED*)

Services to be provided by the Consultant are described by task categories described below. Refer to Revised Appendix Two, Fees and Payment, and Revised Appendix Three, Schedule of Completion which correlate with the tasks listed below.

There are nine (9) major tasks in the design phase which include:

Task 1—Project Management Services (*REVISED*)

Task 2/2A—Data Collection and Investigations (*RETITLED and REVISED*)

Task 3A—Basis of Design (Approved for Design) (*REVISED*)

Task 3B—Basis of Design (Prior Approval Required) (*REVISED*)

Task 4—30 Percent Design Document Preparation (*UNCHANGED*)

Task 5—60 Percent Design Document Preparation (*REVISED*)

Task 6—90 Percent Design Document Preparation (*REVISED*)

Task 7—Final Design Document Preparation (*REVISED*)

Task 8—Bid and Award Services (*REVISED*)

Task 9—Supplemental Services during Design (*UNCHANGED*)

A detailed description of each task is listed below along with the task objectives and desired outcomes, approach, assumptions, tools used in executing the task, and a list of deliverables. This Amendment No. 6 only sets forth language that has been revised from the original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5. All other provisions remain in effect in the original Agreement.

Task 1—Project Management Services (*REVISED*)

1.1 *Unchanged*

1.2 *Unchanged*

1.3 *Unchanged*

1.4 *Unchanged*

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

1.5 *Unchanged*

1.6 *Unchanged*

1.7 *Unchanged*

Task 1—Deliverables (*Unchanged*)

Task 1—Assumptions (*Revised*)

1. This scope includes a total of 70 monthly progress meetings, until June 2019.
2. Progress reports will be prepared monthly for the duration of 70 months, until June 2019.

Task 2/2A—Data Collection and Investigations (*RETITLED and REVISED*)

Task 2—Data Collection and Investigations (*Unchanged*)

Task 2A—Phase 3, 4, and 5 Geotechnical (*Retitled and Revised*)

2A.1 The Consultant shall revise the Phase 3 Geotechnical Investigation Work Plan prepared as a draft under Task Order No. 9.06.12 as follows: Phase 3A and Phase 3B investigations shall be retitled to Phase 3 and Phase 4 investigations and will be prepared as a Drilling Program Plan (DPP) per FERC guidelines. The revised work plan will be tailored to the Modified Project, and address comments, if any, from the District and PMC on the draft DPP. Phase 3 and Phase 4 Investigations will be performed together and documented together for data collection purposes.

In addition, the Consultant shall prepare a Phase 5 Geotechnical Investigation Work Plan for the Modified Project. This work will be prepared as a DPP and address comments, if any, from the District and PMC on the draft DPP.

2A.2 Perform the Phase 3, 4, and 5 geotechnical investigations as outlined in Tasks 2A.2.1, 2A.2.2 and 2A.2.3, below. The investigations will be performed in accordance with the procedures described in Task 2A.1 and in Task 2.5 of the Agreement.

2A.2.1 Phase 3 Geotechnical Investigation: Drill borings to investigate potential dam core material borrow source in the vicinity of the Packwood Gravel Borrow Pit and perform an investigation to confirm subsurface conditions for 60% design of the Modified Project lake tap system. This investigation will also include additional drilling to confirm embankment foundation conditions at select locations and for the design of a temporary retaining wall during construction in the vicinity of Cochrane Road. Additional investigations will be included to explore the upstream stockpile areas. In addition, borings will be drilled to estimate the sediment thickness along potential haul routes in the reservoir area. This investigation will include explorations at the crest of the Dam to evaluate the strength of the core remnant and to test the core materials for Naturally Occurring Asbestos (NOA).

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

2A.2.2 Phase 4 Geotechnical Investigation: The work shall perform a geotechnical investigation to confirm subsurface conditions for 60% design of the Modified Project diversion system and the downstream diversion outlet control structure. Excavate test pits to investigate potential dam core material borrow source within the Basalt Hill Borrow Area. Explorations will also be performed to obtain additional foundation data near the Low-level Outlet Portal. This investigation will include explorations at the crest of the Dam to evaluate the strength of the core remnant and to test the core materials for Naturally-Occurring Asbestos (NOA).

2A.2.3 Phase 5 Geotechnical Investigation: This phase of investigation shall include large-diameter sonic holes to collect upstream and downstream shell materials, and bore holes at the left abutment and outlet works to fill in the data gaps for the 90% design of the Modified Project. Explorations also will be performed to evaluate the foundation conditions for the spillway reconstruction, and bridges within the Project staging area and Burnett Avenue Bridge.

All materials or waters generated during boring construction or other activities associated with the borings will be safely handled, properly managed and disposed of off-site according to all applicable federal, state, and local statutes regulating such activities.

2A.3 Revise the Project Geotechnical Data Report to include data collected as part of the Phase 3, 4, and 5 Geotechnical Investigations and the laboratory testing.

2A.4 Update the Project Site Geologic Map to include all geotechnical phases.

2A.5 Purchase four Conex boxes for storage of geotechnical investigation samples which are currently at the Project site under rental agreement between AZTEC Container and Taber Drilling, a subcontractor to Consultant. Following purchase, the District assumes full ownership and responsibility for disposition and removal of boxes (the current location of the boxes being on site) at the conclusion of Project. Also, locate all Conex boxes, existing and new, to a new location approved by the District under Task Order 9.06.28.

Task 2A—Deliverables (Revised)

1. Phase 3, 4, and 5 Drilling Program Plans
2. Phase 3, 4, and 5 Geotechnical Data Report
3. Updated Geotechnical Data Report to Include all Phases
4. Updated Site Geologic Map to Include all Phases
5. Conex Boxes and Relocations

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

Task 2A—Assumptions (*Revised*)

1. It is assumed that the District will obtain and provide all permits required for the Phase 3 and Phase 4 geotechnical investigations described under Tasks 2A.2.1 and 2A.2.2.
2. The Consultant will provide support to obtain required permits for the Phase 5 geotechnical investigations described under Task 2A.2.3.
3. Task 2A.2.1 (Phase 3 Geotechnical Investigation)
 - a. Up to 4 borings will be performed from a barge in the vicinity of the Packwood Gravel Borrow Pit. The total length of drilling is assumed to be up to 160 feet. The borings will be drilled using the rotary wash drilling method. There will be two boring drilled in the lake tap area. The total length of drilling is assumed to be up to 155 feet. Drive samples will be collected at an average interval of 5 feet. Packer tests will be performed as directed by the Consultant. Samples selected by the Consultant will be submitted for laboratory testing.
 - b. Up to 3 borings will be performed for additional evaluation of the embankment foundation. The total length of drilling for these borings is assumed to be up to 195 feet. Rock coring will be performed as appropriate. It is assumed that laboratory tests will not be required for these 3 borings.
 - c. One boring (drilled length up to 50 feet) will be performed to evaluate subsurface conditions in the vicinity of a temporary retaining wall near Cochrane Road. Rock coring and laboratory testing will be performed as appropriate.
 - d. Up to 8 over-water soil borings totaling 320 feet will be advanced to evaluate stockpiles areas C and D. Up to 10 shallow over-water soil borings totaling 250 feet will be performed to investigate surficial conditions along potential haul routes in the reservoir area. These soil borings will be sampled every 5 feet with laboratory tests as determined by the Consultant.
 - e. Up to 2 soil borings will be advanced from the dam crest to obtain samples for NOA evaluation and to investigate the core remnant. These borings will be sampled approximately every 10 feet, with pressure meter testing performed in the lower approximately 100 feet of each boring. The total depth of these borings will be up to 245 feet each.
4. Task 2A.2.2 (Phase 4 Geotechnical Investigation)
 - a. It is assumed that up to 12 test pits will be excavated to depths of up to 15 feet each in the residual soils in Basalt Hill Borrow Area to investigate their suitability for core borrow materials. Bulk samples of encountered soils will be collected. Selected bulk samples will be submitted for laboratory testing.

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

- b. Up to 3 borings will be performed to evaluate subsurface conditions for the Modified Project diversion system. The total length of drilling is assumed to be up to 230 feet for the diversion system borings. Rock coring will be performed, packer testing, and laboratory testing will be performed for these borings as determined by the Consultant. One soil/rock core boring will be advanced to a depth of about 100 feet to investigate the Low-level Outlet Portal foundation. This boring will employ continuous soil sampling and/or rock coring as is appropriate for conditions. Downhole geophysical surveying including televiewer and seismic P and S-wave will be performed in this borehole.
 - c. Up to 60 samples from selected new boring and from previously drilled borings will be evaluated for NOA. Up to 30 of the samples will be evaluated for metals.
 - d. *Unchanged*
 - e. *Unchanged*
 - f. *Unchanged*
 - g. *Unchanged*
5. If environmental support studies in addition to those listed herein and described in the Data Collection and Investigations Work Plan deliverable are requested by the District, the scope of services for such studies will be negotiated and performed pursuant to a Task Order (See Attachment Three to Revised Appendix One, Task Order Template).
6. Task 2A.2.3 (Phase 5 Geotechnical Investigation)
- a. Up to eight large diameter sonic holes, four each at the upstream and downstream shell of the dam will be drilled to better understand the gradation of the material. Completing these large-diameter sonic holes will address FERC's recommendation to create large-diameter holes in the upstream shell materials. These boring will extend to a depth of approximately 100 to 140 feet.
 - b. Up to two borings will be drilled at the upper left abutment to better define the bedrock contact, and to evaluate the extent and depth of excavation required for the replacement dam to tie in. Both borings will extend to a depth of approximately 30 feet.
 - c. Up to eight borings extending to a depth of 80 feet behind the existing spillway walls to determine the foundation conditions and to facilitate anchor design. Crane service will be required to access the spillway borings and the borings located north of the spillway wall.
 - d. Up to four borings on the upstream portion of the spillway, extending to a depth of 125-150 feet below spillway crest, to determine geologic and geotechnical conditions for the new approach walls.

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

- e. Up to twelve borings on the chute invert slab will be advanced to better understand the foundation materials below the existing spillway, and determine the depth to foundation material suitable for the new spillway invert slab. The borings will be drilled into the existing spillway slab and extend to a depth of 30 feet, or 20 feet into Franciscan Bedrock, whichever is encountered first. One of the twelve slab borings will be drilled to investigate foundation conditions of a concrete block that appears to have been repaired or replaced in the downstream center of the chute slab.
- f. Up to six concrete core samples will be obtained from within and around the two mapped drummy areas within the spillway crest structure.
- g. One boring extending to a depth of approximately 100 feet to investigate the conditions near high level outlet drop shaft location;
- h. One boring extending to a depth of approximately 85 feet to investigate the conditions near the new diversion outlet portal location.
- i. One boring extending to a depth of approximately 130 feet to explore the ground conditions near the high-level outlet works gate shaft.
- j. One boring extending to a depth of 105 feet to explore the ground conditions near the low-level outlet works access tunnel portal.
- k. Up to four borings will be drilled to characterize the foundation conditions for the temporary and permanent bridges over the Coyote Creek near the Staging Area 1. These borings will be advanced to a depth of approximately 40 feet.
- l. Up to eight boreholes will be drilled to evaluate the use of Stockpile Area H. Up to four borings will be drilled along the alignment of the proposed haul road and four along the lower bounds of the proposed stockpile area. The haul road borings will be drilled to a depth of 25 feet and the stockpile areas will be drilled to a depth of 40 feet or to bedrock, if encountered first.
- m. As part of the original scope of the Phase 3 Investigation Program, four over water borings were performed in the vicinity of the original Packwood Gravels Borrow Pit to evaluate the potential borrow source for core material. The results of the borings indicated that sufficient quantities of core material were not available in the area investigated. Up to ten over water borings will be drilled to evaluate an additional borrow source for core material. These borings will be drilled to a depth of 40 feet or to bedrock, if encountered earlier.
- n. Up to two borings will be advanced to characterize the foundation conditions for the Burnett Avenue Bridge. It was assumed that the soil conditions at the channel can be estimated based on these two borings and the investigations performed for the freeway bridge downstream. Additional borings may be required during design.

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

7. Drive samples and piston samples will be collected during the investigations. Samples selected by the Consultant will be submitted for laboratory testing. Direct simple shear tests, cyclic simple shear tests, 6-inch consolidated isotropic undrained triaxial shear strength tests and 6-inch cyclic triaxial shear strength tests will be performed on the dam shell materials. Additional laboratory testing will be conducted on selected soil and rock samples collected from the exploratory boreholes to confirm field visual classifications and evaluate engineering characteristics.
8. If environmental support studies in addition to those listed herein and described in the Data Collection and Investigations Work Plan deliverable are requested by the District, the scope of services for such studies will be negotiated and performed pursuant to a Task Order (See Attachment Three to Revised Appendix One, Task Order Template).
9. If there is a need to revise the Drilling Program Plans approved by FERC, a written approval request providing the rationale for the revision should be submitted for the District, DSOD and FERC approvals.

Task 3A—Basis of Design (Approved for Design) (*REVISED*)

The purpose of Task 3A is to perform the engineering analyses and calculations that are required to support and develop the Basis of Design for the Project. The supporting analyses, calculations, and other supporting standards and detailed design information shall be used to prepare a biddable and constructible set of Project Plans and Specifications and the Engineering Cost Estimates.

It shall be the responsibility of the Consultant to perform independent analyses to fully develop the Basis of Design without relying solely on work completed by others.

Task 3A also includes the additional tasks identified due to development of the Modified Project.

3A.1 *Unchanged*

3A.1.1 *Unchanged*

3A.1.2 *Unchanged*

3A.1.3 *Unchanged*

3A.1.4 *Unchanged*

3A.1.4.1 Embankment Stability Analyses Technical Memorandum, Embankment Deformation and Settlement Analyses Technical Memorandum, and Foundation and Embankment Seepage Analyses Technical Memorandum will be combined in to Embankment Basis of Design Technical Memorandum.

3A.1.5 *Unchanged*

3A.1.6 *Unchanged*

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

3A.1.7 *Unchanged*

3A.2 *Unchanged*

3A.3 *Unchanged*

3A.4 *Unchanged*

3A.5 *Unchanged*

3A.6 *Unchanged*

3A.7 *Unchanged*

3A.8 *Unchanged*

Task 3A—Deliverables (Revised)

1. *Unchanged*

2. *Unchanged*

3. *Unchanged*

4. Revised Draft and Final Embankment Basis of Design Tech Memorandum (2 Drafts + 1 Final)

5. Spillway Basis of Design Technical Memorandum (2 Drafts + 1 Final)

6. *Unchanged*

7. *Unchanged*

8. *Unchanged*

9. *Unchanged*

10. *Unchanged*

11. *Unchanged*

12. *Unchanged*

13. *Unchanged*

14. *Unchanged*

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

Task 3A—Assumptions (*Revised*)

1. *Unchanged*
2. *Unchanged*
3. *Unchanged*
4. *Unchanged*
5. Interim dam stability analyses will be performed using the revised design criteria recommended by FERC.
6. An alternative concept will be considered for the HLOW. The alternative concept is to tunnel through the downstream right abutment of the dam.
7. Diversion intake was originally anticipated to be an incidental structure. A larger and more complex structure is required for the diversion intake structure to mitigate the risks associated with debris blocking the intake during diversion.
8. Coyote Road was designed as a one-way road in the 30% Design. Coyote Road will be redesigned by providing two lanes between Cochrane Road to the upper parking lot on the left abutment. To accommodate this change, additional cut-and-fill, retaining walls, and a revision of the roadway design would be required.

Task 3B—Basis of Design (Prior Approval Required) (*REVISED*)

- 3B.1** *Unchanged*
- 3B.2** *Unchanged*
- 3B.3** *DELETED*
- 3B.4** *Unchanged*
- 3B.5** *Unchanged*
- 3B.5.1** *Unchanged*
- 3B.5.2** *Unchanged*
- 3B.5.3** *Unchanged*
- 3B.5.4** *DELETED*
- 3B.5.5** *Unchanged*

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
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3B.6 *Unchanged*

3B.7 County of Santa Clara Parks Restoration

The objective of this task is to plan and design for restoration of the County of Santa Clara Park (County Park) areas, which would be affected by the construction of the Modified Project.

3B.7.1 County Parks Restoration Analysis—The Consultant shall evaluate the proposed restoration improvements to confirm, select, and refine the proposed improvements, as necessary to support detailed design. The restoration design shall be capable of meeting all County Parks planning and design requirements. The County Parks Restoration Analysis Technical Memorandum shall include necessary alternative analysis as required to meet the County Parks design requirements.

3B.8 Coyote Creek Channel Improvements

The objective of this task is to plan and design the channel improvement for a stretch of Coyote Creek affected by Diversion system and emergency drawdown. The improvements may include altering the channel geometry, design of erosion protection, or constructing levees. The design process will include two-dimensional hydraulic modeling and some ground survey.

3B.8.1 Coyote Creek Channel Improvement Analysis—The Consultant shall evaluate the proposed channel improvements to confirm, select, and refine the proposed system features and hydraulics as necessary to support detailed design. The channel system shall be capable of meeting all established operational and regulatory requirements, including, but not limited to, passing the range of District operational flows, Diversion system, and required DSOD emergency drawdown requirements. The Coyote Creek Channel Improvements Analysis Technical Memorandum shall include necessary alternative analysis as required to select the configuration for final design.

3B.9 Burnett Avenue Bridge

The objective of this task is to plan and design a permanent bridge over Coyote Creek at Burnett Avenue to provide ingress/egress to County Parks' parcels.

3B.9.1 Burnett Avenue Bridge Analysis—The Consultant shall perform engineering analyses to aid development of structural elements such as depth and type of the superstructure, size and shape of column members, footing sizes and abutment types. The Consultant shall establish the key design parameters based on the Local Agency Standards. The Burnett Avenue Bridge Analysis Technical Memorandum shall include design criteria, Survey control system, roadway design, structural design, and alternatives evaluation.

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

Task 3B—Deliverables (Revised)

1. *Unchanged*
2. *Unchanged*
3. *Unchanged*
4. *DELETED*
5. *Unchanged*
6. *Unchanged*
7. *Unchanged*
8. *Unchanged*
9. County Parks Restoration Analysis Technical Memorandum (2 Drafts + 1 Final)
10. Coyote Creek Channel Improvement Analysis Technical Memorandum (2 Drafts + 1 Final)
11. Burnett Avenue Bridge Analysis Technical Memorandum (2 Drafts + 1 Final)

Task 3B—Assumptions (Revised)

1. *Unchanged*
2. The test fill program will have a total duration of 5 working days (excluding mobilization/demobilization) and the field work will be done between April 15 and October 15. One additional test fill zone and two optional test fill zones are included to the test fill program to address the BOC, DSOD, and FERC comments.
3. *Unchanged*
4. The scope for the planning and design for the restoration of the affected county park properties is unknown. It is assumed that the restoration will be mainly replace-in-kind of the existing setting and facilities. An allowance for this effort of \$100,000 is proposed.
5. It was assumed that the capacity of an approximately 2,000-foot-long reach of channel that shortcuts a stretch of the Coyote Creek is not sufficient to contain the increase in flow during discharges from the Diversion system during construction, and the permanent HLOW and LLOW. This stretch of Coyote Creek would require channel improvement.
6. It is assumed that the Burnett Avenue Bridge would be a 300-foot-long by 58-foot-wide, three-span cast-in-place, pre-stressed concrete box girder. It was assumed that neither Retaining walls nor Approach walls are required.

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

Task 4 —30 Percent Design Document Preparation (*UNCHANGED*)

Task 5—60 Percent Design Document Preparation (*REVISED*)

The 60% design set shall include a high degree of completion of drawings and specifications for all major Modified Project components. Most details shall be present at a high level. Mechanical, Landscaping, and Security drawings will not be included as part of Task 4.

5.1 *Unchanged*

5.2 *Unchanged*

5.3 *Unchanged*

5.4 *Unchanged*

5.5 *Unchanged*

5.6 *Unchanged*

5.7 *Unchanged*

5.8 *Unchanged*

5.9 *Unchanged*

Task 5—Deliverables (*Unchanged*)

Task 5—Assumptions (*Unchanged*)

Task 6—90 Percent Design Document Preparation (*REVISED*)

The 90% design set shall include a complete set of drawings and specifications for all major Modified Project components at a level required for Agency Permitting Review and Contractor Bidding.

6.1 *Unchanged*

6.2 *Unchanged*

6.3 *Unchanged*

6.4 *Unchanged*

6.5 *Unchanged*

6.6 *Unchanged*

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

- 6.7 *Unchanged*
- 6.8 *Unchanged*
- 6.9 *Unchanged*
- 6.10 *Unchanged*
- 6.11 *Unchanged*
- 6.12 *Unchanged*
- 6.13 Temporary Construction Emergency Action Plan (TCEAP)—The Consultant shall prepare a TCEAP for use during construction. A TCEAP will be prepared following the DSOD/Cal OES guidelines. The TCEAP will include an inundation map.
- 6.14 Emergency Action Plan (EAP)—The Consultant shall prepare an EAP for use during operations. The EAP will be prepared following the DSOD/Cal OES guidelines. The EAP will include an inundation map.
- 6.15 Quality Control and Inspection Plan (QCIP)—The Consultant shall prepare a draft QCIP. QCIP will be completed after the District has put together its construction management team.

Task 6—Deliverables (*Revised*)

- 1. *Unchanged*
- 2. *Unchanged*
- 3. *Unchanged*
- 4. *Unchanged*
- 5. *Unchanged*
- 6. *Unchanged*
- 7. *Unchanged*
- 8. Temporary Construction Emergency Action Plan (2 Drafts + 1 Final)
- 9. Emergency Action Plan (2 Drafts + 1 Final)
- 10. Quality Control and Inspection Plan (2 Drafts + 1 Final)

Task 6—Assumptions (*Unchanged*)

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

Task 7—Final Design Document Preparation (*REVISED*)

The final design set shall include a complete set of drawings and specifications (signed and sealed) for all major Modified Project components at a level required for Agency Permitting Review and Contractor Bidding. The scope of Task 7 includes:

7.1 *Unchanged*

7.2 *Unchanged*

7.3 *Unchanged*

7.4 *Unchanged*

7.5 *Unchanged*

7.6 *Unchanged*

Task 7—Deliverables (*Unchanged*)

Task 7—Assumptions (*Unchanged*)

Task 8—Bid and Award Services (*REVISED*)

The Bid Set shall include a complete set of drawings and specifications (signed and sealed) for the Modified Project at a level required for Contractor Bidding. Upon the District's request, the Consultant shall assist during the bidding process of the Project by:

8.1 *Unchanged*

8.1 *Unchanged*

8.2 *Unchanged*

8.3 *Unchanged*

8.4 *Unchanged*

Task 8—Assumptions (*Unchanged*)

Task 8—Deliverables (*Unchanged*)

Task 9—Supplemental Services During Design (*UNCHANGED*)

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**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

VI. ADDITIONAL TERMS AND CONDITIONS (REVISED)

A. Consultant as Independent Contractor

1. Consultant will perform all Services as an independent contractor and not an agent or employee of District.
2. The expertise and experience of Consultant are material considerations for District's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of 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. Consultant's General Responsibilities

1. Standard of Care
 - a. Consultant and its sub-consultants must perform Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.
 - b. Consultant and its sub-consultants 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, Consultant must provide its Services and deliverables as required.
3. Consultant shall provide staff designated in Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant are subject to approval at the administrative staff level by the District Representative.

C. Confidentiality

1. Due to the nature of the services the Consultant will provide under the Agreement, there may be disclosure to the Consultant of detailed information about the District's operations, including on a need-to-know

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

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.

2. 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.
3. 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, termination, suspension, and expiration of the Agreement.

D. Project Management

1. The Project Manager for the District is Victor Gutierrez, Associate Engineer, District Dam Safety Unit.
2. The Project Manager for Consultant is as indicated in Revised Attachment One to Revised Appendix One, Consultant's Key Staff and Subconsultants.
3. The District's Project Manager or his designee is the only person authorized to accept 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 Consultant by the District Project Manager, the Consultant will 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 Consultant to complete the services, including estimated number of hours per assigned staff to complete the services.

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

- 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, federal, and local permits required to complete the services, unless previously provided to the District Project Manager.
2. 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 both the District's Water Utility Capital Division Deputy Operating Officer (or the Project Manager, if the Task Order amount is less than or equal to \$100,000), and the Consultant's Project Manager.
3. Consultant must not commence performance of services on a Task Order until it has been approved by the District Water Utility Capital Division Deputy Operating Officer (or the Project Manager, if the Task Order amount is less than or equal to \$100,000) and a specific Notice-to-Proceed has been issued by the District's Project Manager. No payment will be made for any services 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.
4. Task Orders can be amended provided the amendment is approved by the District Water Utility Capital Division Deputy Operating Officer.

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.
- 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.

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

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.
4. Consultant 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: (i) for any contract to be awarded for design, construction management, or the construction of any project that is related to the services provided in accordance with this Agreement; (ii) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or (iii) for any single or sole source products/services related to the services under this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.

G. Term and Termination.

1. This paragraph G. Term and Termination and the following paragraph H. Consultant's Compensation Upon Termination or Suspension, of Article VI. Additional Terms and Conditions, replaces paragraph 2 stated in the Standard Consultant Agreement portion of this Agreement, at SECTION VI. CHANGES IN WORK.
2. Term and Automatic Termination

This Agreement encompasses all services for which Consultant is responsible to provide within the time limits and not-to-exceed amount set forth herein. Consultant will not undertake to provide 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.
3. District's Rights
 - a. Suspension: District may, by written notice to Consultant, suspend any or all services pursuant to this Agreement or to any individual

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within 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 Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in section H., Consultant's Compensation Upon Termination or Suspension, referenced below.
- c. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 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 and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will 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 or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for District's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
- e. The rights and remedies provided herein to District are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

H. Consultant's Compensation Upon Termination or Suspension

- 1. In the event of termination of this Agreement or any Task Order, or suspension of services by District, Consultant shall receive compensation based on satisfactory performance, accepted by the District Project Manager, as follows:

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

- a. For Direct Labor—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—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.
- c. In no event shall the total compensation paid for any item of service exceed the payment specified in the applicable Task Order for that item of service.

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 pursuant to this Agreement, shall file in a manner prescribed by the District, an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within 30 calendar days of the effective date of this Agreement; and
 - b. Within 30 calendar days of Consultant hiring, adding or promoting to a designated filer position employees, officers, agents, subconsultants, and subcontractors to perform services pursuant to this Agreement.
- 2. Consultant's employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by the District, an amendment to their Form 700 any time there is a change to their disclosure information.
- 3. Consultant's employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, an Annual Statement in a manner prescribed by the District during the District's annual filing season as determined by the District;
- 4. Consultant's employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement,

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

that filed an Assuming Office Statement, shall file in a manner prescribed by the District, a Leaving Office Statement with the District when one of the following occurs:

- a. Upon termination of this Agreement.
 - b. Within 30 calendar days of Consultant employees, officers, agents, subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in the District's Conflict of Interest Code).
5. Consultant understands and agrees that its employees, officers, agents, subconsultants, and subcontractors may be disqualified from providing services to the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, subconsultants, and subcontractors are disqualified from providing services, on written notice from District's Project Manager, Consultant will have 15 calendar days to remove that employee(s), officer(s), agent(s), subconsultant(s), and subcontractor(s) employee(s) from the Project and provide a replacement acceptable to the District.
6. 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 by the District is deemed a material breach and may result in termination of the Agreement for cause.
- J. District Quality and Environmental Management System (QEMS) Fact Sheet (See Attachment Seven to Revised Appendix One)
- 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), sub-contractor(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
- Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized District personnel. Consultant will not release any information pertinent to the Project under design or construction

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from the District. Any media inquiry at any time to Consultant relating to any matter concerning services provided or requested to be provided under this Agreement will be referred immediately to the District. Consultant will not communicate with the media regarding any such matter.

L. Formation of Agreement

1. No contract between the Parties is formed until all eight actions items have been accomplished to the satisfaction of the District. The District will not issue a Notice-to-Proceed until all required documents have been submitted and accepted by the District, if applicable.
2. Formation of an Agreement between the Parties requires accomplishment of the following:
 - a. Execution of the Agreement by Consultant.
 - b. Submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents.
 - c. Submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable.
 - d. Submission by the Consultant, and acceptance by the District, of evidence of the QEMS Awareness and Training certification.
 - e. Submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements ("NDA") or Personal Non-Disclosure Agreements ("PNDA") documents, if applicable.
 - f. Submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable.
 - g. Any other requirements that are deemed necessary by the District.
 - h. Execution of the Agreement by the District.

M. 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 Consultant at their respective addresses as follows:

District:

Santa Clara Valley Water District
5750 Almaden Expressway

**AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A3676A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND URS CORPORATION, DBA URS CORPORATION AMERICAS**

San Jose, CA 95118-3638
Attention: Katherine Oven, Deputy Operating Officer, Water Utility Capital
Division
Email: koven@valleywater.org
Phone: (408) 630-3126

Consultant:

URS Corporation Americas
300 Lakeside Drive
Oakland, CA 94612
Attention: Noel Wong, Vice President
Email: noel.wong@aecom.com
Phone: (510) 874-3112

N. Good Neighbor

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

O. Revised Appendix One, Scope of Services 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*)
Revised Attachment Two—Dispute Resolution (*UNCHANGED*)
Revised Attachment Three—Task Order Template (*REVISED*)
Attachment Four—Reference Materials (*UNCHANGED*)
Revised Attachment Five—District's Standard for GIS Products (*REVISED*)
Attachment Six—Reference Documents (*UNCHANGED*)
Attachment Seven—QEMS Fact Sheet (*UNCHANGED*)

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**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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

Team Member	Project Role	Contact Information
Noel Wong	Project Manager	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3112 noel.wong@aecom.com
Mike Forrest	Lead Geotechnical Engineer and Deputy Project Manager	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3012 michael.forrest@aecom.com
Sathish Murugaiah	Deputy Project Manager	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3069 sathish.murugaiah@aecom.com
John Roadifer	Engineering Manager, Dam Engineering, Borrow/Disposal Areas, and Plans and Specifications, and Constructability/Scheduling/Cost Estimating	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-1732 john.roadifer@aecom.com
David Hughes	Lead Dam Engineer, Plans and Specifications	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3230 david.k.hughes@aecom.com
Jay Lin	Lead Tunnel Engineer	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3024 cjay.lin@aecom.com
Carol Zhang	Lead Structural Engineer, Spillway Design, and Reservoir and System Operations	1111 3rd Avenue, Suite 1600 Seattle, WA 98101 206-438-2077 xiaobin.zhang@aecom.com
Mike Zusi	Outlet Works Design, and Structural Engineering	6200 S. Quebec Street, Greenwood Village, CO 80111 303-694-2770 michael.zusi@aecom.com
David Simpson	Borrow/Disposal Areas, Geologic Mapping and Characterization, and	300 Lakeside Drive, Suite 400 Oakland, CA 94612

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

	Geologic/Geotechnical Field Investigations, Seismic Hazards/Fault Evaluation	510-874-1775 david.simpson@aecom.com
Steve Leach	Environmental Planning and Coordination/Liaison	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3205 steve.leach@aecom.com
Rajendram Arulnathan	Technical Reviewer	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-1763 rajendram.arulnathan@aecom.com
Robert Green	Technical Reviewer	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3036 robert.k.green@aecom.com
Ted Feldsher	Technical Reviewer	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3245 theodore.feldsher@aecom.com
Greg Reichert	Technical Reviewer	300 Lakeside Drive, Suite 400 Oakland, CA 94612 510-874-3090 gregory.reichert@aecom.com

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

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

Firm	Project Role
Anchor Engineering, Inc.	Constructability/Scheduling and CADD
Asbestos TEM Laboratories, Inc.	NOA Testing

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Firm	Project Role
Beyaz and Patel, Inc.	Outlet/Pipeline Engineering
Cal Engineering and Geology, Inc.	UAV Work and Base Map Development
Cascade Drilling, L.P.	Drilling from Barge
Cooper Testing Labs, Inc.	Laboratory Services
Cornerstone Environmental Contractors, Inc.	Excavation of Test Pits
Design and Construction Management Services, Inc.	Constructability/Scheduling
dot.dat.inc.	Database and gINT logs
F.W. Associates, Inc.	Electrical Engineering
Fugro USA Land, Inc.	Laboratory Testing on Test Fill
GeoDatabase Solutions	Geotechnical/Subsurface
Geosyntec Consultants, Inc.	Review Work Products
ISI Inspection Services, Inc.	Laboratory Services
Lettis Consultants International, Inc.	Seismic Hazards/Fault Evaluation
M. Lee Corporation	Cost Estimating
Northwest Hydraulic Consultants Ltd.	Hydraulic Physical Modeling, Physical Model Testing
Omni Digital Imaging LLC	Reprographics
Prohaska's Drafting Service	CADD
Robert Y. Chew Geotechnical, Inc.	Geotechnical Field Investigations
SOHA Engineers	Spillway Design Support
Telamon Engineering Consultants, Inc.	Civil/Roads/Utilities Design and Surveying

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Firm	Project Role
Tonon USA	Laboratory Services
V and A Consulting Engineers, Inc.	Corrosion Engineering
Henry T. Falvey and Associates, Inc.	Hydraulics Analysis
Lee C. Gerbig, LLC	Mechanical Engineering
Ed Rossillon	Hydraulics Analysis
Kinnetic Laboratories, Inc.	Sediment Sampling
NORCAL Geophysical Consultants, A Terracon Company	Geophysical Surveys
NORCAL Geophysical Consultants, Inc.	Geophysical Surveys
Taber Drilling	Geotechnical Exploration
RockTest LTEE	Materials Testing

Contact information for the above listed sub-consultants is as follows:

Expertise: Constructability/Scheduling and CADD			
Firm:	Anchor Engineering, Inc.	Contact:	Christopher Coles
Address:	3685 Mt. Diablo Blvd, Suite 349 Lafayette, CA 94579	Phone:	(925) 385-0950
		E-mail:	ccoles@anchorcm.com

Expertise: NOA Testing			
Firm:	Asbestos TEM Laboratories, Inc.	Contact:	Rose Yapching
Address:	600 Bancroft Way, Suite A Berkeley, CA 94710	Phone:	(510) 704-8930
		E-mail:	gho@beyazpatel.com

Expertise: Outlet/Pipeline Engineering			
Firm:	Beyaz and Patel, Inc.	Contact:	Gary Ho
Address:	1280 Civic Drive, Suite 204 Walnut Creek, CA 94596	Phone:	(415) 293-4511
		E-mail:	gho@beyazpatel.com

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Expertise: UAV Work and Base Map Development			
Firm:	Cal Engineering and Geology, Inc.	Contact:	Reid Fisher
Address:	1870 Olympic Blvd., #100 Walnut Creek, CA 94596	Phone:	(925) 433-5017
		E-mail:	rfisher@caleng.com

Expertise: Drilling from Barge			
Firm:	Cascade Drilling, L.P.	Contact:	Greg Zekoff
Address:	7773 W. Seldon Lane Peoria, AZ 85345	Phone:	(623) 236-1341
		E-mail:	GZekoff@cascadedrilling.com

Expertise: Laboratory Services			
Firm:	Cooper Testing Labs, Inc.	Contact:	Peter Jacke
Address:	937 Commercial Street Palo Alto, CA 94303	Phone:	(650) 213-8436
		E-mail:	peter@coopertestinglabs.com

Expertise: Excavation of Test Pits			
Firm:	Cornerstone Environmental Contractors, Inc.	Contact:	Randy Fowler
Address:	P.O. Box 5127 Concord, CA 94524	Phone:	(925) 478-4102
		E-mail:	rfowler@cornerstoneenv.com

Expertise: Constructability/Scheduling			
Firm:	Design and Construction Management Services, Inc.	Contact:	Sherman Honeycutt
Address:	2040 Shady Creek Place Dublin, CA 94526	Phone:	(925) 980-8590
		E-mail:	Sherman.Honeycutt@Design-CM.com

Expertise: Database and gINT logs			
Firm:	dot.dat.inc.	Contact:	Dotti Nelson
Address:	4 Sweetwater Irvine, CA 92603	Phone:	(949) 854-3522
		E-mail:	dotdat@cox.net

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**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Expertise: Electrical Engineering			
Firm:	F.W. Associates, Inc.	Contact:	Munson Fong
Address:	330 Franklin Street, Suite 400 Oakland, CA 94607	Phone:	(510) 763-7475
		E-mail:	mfong@fwa-inc.com

Expertise: Laboratory Testing on Test Fill			
Firm:	Fugro USA Land, Inc.	Contact:	Jeffrey Locke
Address:	6100 Hillcroft Houston, TX 77081	Phone:	(713) 369-5444
		E-mail:	jlocke@fugro.com

Expertise: Geotechnical/Subsurface			
Firm:	GeoDatabase Solutions	Contact:	Dave Kyllonen
Address:	5594 Woodview Dr. Richmond, CA 94803	Phone:	(510) 275-4950
		E-mail:	DKyllonen@GeoDatabase Solutions.com

Expertise: Review Work Products			
Firm:	Geosyntec Consultants, Inc.	Contact:	Lelio Mejia
Address:	1111 Broadway, 6th Floor Oakland, CA 94607	Phone:	(510) 285-2735
		E-mail:	Lmejia@geosyntec.com

Expertise: Laboratory Services			
Firm:	ISI Inspection Services, Inc.	Contact:	Leslie Sakai
Address:	211 10th Street, Suite 222 Oakland, CA 94607	Phone:	(510) 900-2100
		E-mail:	leslie@inspectionsservices.net

Expertise: Seismic Hazards/Fault Evaluation			
Firm:	Lettis Consultants International, Inc.	Contact:	John Bladwin
Address:	1981 N. Broadway, Suite 330 Walnut Creek, CA 94596	Phone:	(925) 482-0360 ext. 202
		E-mail:	Baldwin@lettisci.com

Expertise: Cost Estimating			
Firm:	M. Lee Corporation	Contact:	Martin Lee
Address:	311 California Street, Suite 610 San Francisco, CA 94104	Phone:	(415) 693-0236
		E-mail:	mlee@mleecorp.com

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Expertise: Hydraulic Physical Modeling, Physical Model Testing			
Firm:	Northwest Hydraulic Consultants Ltd.	Contact:	Brian Hughes
Address:	30 Gostick Place North Vancouver, BC, Canada V7M 3G3	Phone:	(604) 980-6011
		E-mail:	BHughes@nhcweb.com

Expertise: Reprographics			
Firm:	Omni Digital Imaging LLC	Contact:	Roshan Silva
Address:	1275 Fairfax Avenue #103 San Francisco, CA 94124	Phone:	(415) 748-2725
		E-mail:	roshan@odirepro.com

Expertise: CADD			
Firm:	Prohaska's Drafting Services	Contact:	John Prohaska
Address:	131 Surrey Lane San Rafael, CA 94903	Phone:	(415) 507-9107
		E-mail:	jprohaska@comcast.net

Expertise: Geotechnical Field Investigations			
Firm:	Robert Y. Chew Geotechnical, Inc.	Contact:	Robert Chew
Address:	55 New Montgomery Street, Suite 222 San Francisco, CA 94105	Phone:	(415) 512-1881
		E-mail:	Robert.chew@robertchewgeotechnical.com

Expertise: Spillway Design Support			
Firm:	SOHA Engineers	Contact:	Stephen Lau
Address:	48 Colin P. Kelly Jr. Street San Francisco, CA 94107	Phone:	(415) 989-9900
		E-mail:	slau@soha.com

Expertise: Civil/Roads/Utilities Design and Surveying			
Firm:	Telamon Engineering Consultants, Inc.	Contact:	Mennor Chan
Address:	855 Folsom Street, Suite 142 San Francisco, CA 94107	Phone:	(415) 837-1336
		E-mail:	Mennor.c@telamoninc.com

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**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Expertise: Laboratory Services			
Firm:	Tonon USA	Contact:	Fulvio Tonon
Address:	2028 E Ben White Blvd. #240-2660 Austin, TX 78741	Phone:	(512) 200-3051
		E-mail:	fulvio@tononeng.com

Expertise: Corrosion Engineering			
Firm:	V and A Consulting Engineers, Inc.	Contact:	Jose Villalbos
Address:	155 Grand Avenue, Suite 700 Oakland, CA 94612	Phone:	(510) 903-6600
		E-mail:	jvillalobos@vaengineering.com

Expertise: Hydraulics Analysis			
Firm:	Henry T. Falvey and Associates, Inc.	Contact:	Henry Falvey
Address:	11624 Blackfoot Road Conifer, CO 80433	Phone:	(303) 838-4920
		E-mail:	Falvey5@q.com

Expertise: Mechanical Engineering			
Firm:	Lee C. Gerbig, LLC	Contact:	Lee Gerbig
Address:	5555 Royal Troon Way Avon, IN 46123	Phone:	(317) 745-1787
		E-mail:	leegerbigllc@gmail.com

Expertise: Hydraulics Analysis			
Firm:	Ed Rossillon	Contact:	Ed Rossillon
Address:	6505 W. 31st avenue Wheat Ridge, CO 80214	Phone:	(303) 233-2480
		E-mail:	Rosie6617@hotmail.com

Expertise: Sediment Sampling			
Firm:	Kinnetic Laboratories, Inc.	Contact:	Ken Kronschnabl
Address:	307 Washington Street Santa Cruz, CA 95060	Phone:	(831) 457-3950
		E-mail:	kkronsch@kinneticlabs.com

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**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Expertise: Geophysical Surveys			
Firm:	NORCAL Geophysical Consultants, A Terracon Company	Contact:	Donald Kirker
Address:	321A Blodgett Street Cotati, CA 94931	Phone:	(707) 978-7039
		E-mail:	dkirker@norcalgeophysical.com

Expertise: Geotechnical Exploration			
Firm:	Taber Drilling	Contact:	Steve Taber
Address:	536 Galveston Street West Sacramento, CA 95691	Phone:	(916) 371-8234
		E-mail:	asandino@taberdrilling.com

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**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE
TASK ORDER TEMPLATE**

Task Order No. _____

Title: _____

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

District: _____

Consultant: _____

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

1. Upon full execution of this Task Order No. _____, as set forth in the Revised Appendix One, Scope of Services, Article VI. Additional Terms and Conditions, paragraph E. Task Orders., and the issuance of a Notice to Proceed by the District Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the Notice to Proceed will be considered outside the contracted Scope of Services and will not be eligible for payment.
2. Both the Scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
 - a. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to the District.
 - b. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification.
 - c. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees.
 - d. Project schedule for completing the Scope of Services.
3. The Consultant shall be compensated at fixed fees or at the hourly rates established in Revised Appendix Two, Fees and Payments, of the Agreement. The 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 full execution by authorized representatives of the Parties and remain in effect until the earlier of: completion of the tasks set forth in Attachment A or [expected completion date].

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE
TASK ORDER TEMPLATE**

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to the District.
6. The Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.
7. Prevailing Wage Requirements. [NOT USED]
 - a. The Scope of Services described in this Task Order is considered by the District to be "Public Works" requiring the payment of prevailing wages. See Revised Appendix Two, Fees and Payments, Article III. Terms and Conditions, paragraph 15. Prevailing Wages.
 - b. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in the District's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

8. Signatures:

Signature:

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

DATE

Signature:

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

DATE

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**AMENDMENT NO. 5 TO AGREEMENT A3583A
REVISED ATTACHMENT FIVE TO REVISED APPENDIX ONE
SANTA CLARA VALLEY WATER DISTRICT (District)
STANDARDS FOR GIS PRODUCTS
July 2017**

A. INTRODUCTION

1. A Geographic Information System (GIS) is an organized collection of computer hardware, software, and geographic data designed to efficiently capture, store, update, manipulate, analyze, and display all forms of geographically referenced information.

B. GENERAL POLICIES

1. The diverse nature of GIS precludes policies that cover every situation that can arise. However, the general policies of the District as they apply to the GIS include:
 - a. The District GIS standard coordinate system is California State Plane Coordinate System (Feet) using the North American Datum of 1983 California Zone 3 (NAD 83) for horizontal data and the North American Vertical Datum of 1988 (NAVD 88) for vertical data;
 - b. Each dataset must have a complete, District-compliant metadata file specific to that dataset. Datasets that do not include metadata will not be accepted by the District; and
 - c. All GIS products must be reviewed by the Software Services Unit or a reviewer authorized by the Software Services Unit before they can be accepted by the District.

C. DEFINITIONS

1. **ESRI**—Environmental Systems Research Institute. A GIS software company. The District is standardized on ESRI GIS software.
2. **Dataset**—Any tabular, vector, or raster data including, but not limited to, ESRI shapefile, ESRI geodatabase, dBase IV (DBF), ESRI GRID, Multiresolution Seamless Image Database (MrSID), Tag Image File (TIFF or GeoTIFF) format, or other ESRI-compliant format.
3. **Metadata**—Information that describes the content, quality, condition, origin, and other characteristics of data or other pieces of information. Metadata for spatial data may describe and document its subject matter; how, when, where, and by whom the data was collected; availability and distribution information; its projection, scale, resolution, and accuracy; and its reliability with regard to some standard. Metadata consists of properties and documentation. Properties are derived from the data source (for example, the coordinate system and projection

AMENDMENT NO. 5 TO AGREEMENT A3583A
REVISED ATTACHMENT FIVE TO REVISED APPENDIX ONE
SANTA CLARA VALLEY WATER DISTRICT (District)
STANDARDS FOR GIS PRODUCTS
July 2017

of the data), while documentation is entered by a person (for example, keywords used to describe the data).

3. **PRJ File**—The PRJ (projection) file contains the coordinate system information for the data.
4. **World File**—A text file containing information about where an image should be displayed in real world coordinates. When an image has a properly configured world file, GIS software can use the information (a total of six values, including the starting coordinates, the cell size in both x and y dimensions, and any rotation and scaling information) to accurately overlay the image with any other data already in that coordinate system.

D. DATASET STANDARDS

1. All GIS feature datasets will be created in ESRI shapefile, ESRI geodatabase, or other ESRI-compliant format. Tabular datasets will be in dBase IV (DBF) format, ESRI geodatabase, or other ESRI-compliant format. Image data will be in ESRI GRID, Multiresolution Seamless Image Database (MrSID), or Tag Image File (TIFF or GeoTIFF) format.
2. All GIS datasets must include coordinate system information. Shapefiles must include ESRI-compliant PRJ files and image data must include ESRI-compliant World files. PRJ files can be created using ArcGIS. Non-ArcGIS users can create a PRJ file by copying the information from Attachment Four-A Sample PRJ file for California State Plane Zone 3 NAD 83 feet, pasting it in Notepad, and then saving it as the name of the dataset with a PRJ extension. For example, the shapefile **creek.shp** should have a PRJ file named **creek.prj**.

E. METADATA STANDARDS

1. A metadata file for each dataset must be completed in order to comply with the Federal Geographic Data Committee (FGDC) Content Standards for Digital Geospatial Metadata. The Content Standard for Digital Geospatial Metadata adopted by the State Land Information Board, State of California, can be found on the Federal Geographic Data Committee website (<https://www.fgdc.gov/>).
2. If a new dataset is derived from an existing dataset that does not have metadata, a complete, District-compliant metadata file must be provided with the new dataset.
3. If using ArcGIS software, metadata should be created using ArcCatalog and provided in eXtensible Markup Language (XML) file format. All required fields

**AMENDMENT NO. 5 TO AGREEMENT A3583A
REVISED ATTACHMENT FIVE TO REVISED APPENDIX ONE
SANTA CLARA VALLEY WATER DISTRICT (District)
STANDARDS FOR GIS PRODUCTS
July 2017**

must be completed. A list of required fields can be found in Attachment Four-B SCVWD GIS Dataset Metadata Template. Attachment Four-C SCVWD GIS Dataset Metadata Help provides information about each required field.

4. If not using ArcGIS software, metadata can be provided in Rich Text (RTF) file format using the District's metadata template, Attachment Four-B SCVWD GIS Dataset Metadata Template.
5. If the originator of the dataset is not a District employee, metadata contact information must be provided for both the originator as well as a District employee who can answer questions about the dataset.

F. PROJECT STANDARDS

1. ArcGIS Project files (MXD) provided to the District must be created so that they can be easily transferred to the District's file system without broken links to datasets or pictures. Any non-standard marker symbols, fonts, or other special files must be included with the Project. Project files must be saved with relative path names. Pictures (such as logos) must be saved as part of the document. Use of layer packages (LPK) and map packages (MPK) is encouraged.

G. APPLICATION STANDARDS

1. All desktop, web, and mobile GIS applications must be developed using technology compatible with ESRI products if they are to be transferred to the District for hosting and/or maintenance. Alternatively, the project should include budget to fund hosting, maintenance, and support of the application. The Software Services Unit must be contacted before development begins on any desktop, web, or mobile GIS application to discuss specific requirements.

H. CARTOGRAPHY STANDARDS

1. All maps must have the following standard map components:
 - a. Title
 - b. Legend
 - c. North Arrow
 - d. Scale Bar
 - e. Map Date
 - f. Map Author
 - g. Data Sources/Credits (when applicable)

**AMENDMENT NO. 5 TO AGREEMENT A3583A
REVISED ATTACHMENT FIVE TO REVISED APPENDIX ONE
SANTA CLARA VALLEY WATER DISTRICT (District)
STANDARDS FOR GIS PRODUCTS
July 2017**

I. ATTACHMENTS

The following listed Attachments referred to herein are incorporated in this document (District Standards for GIS Products) as though set forth in full:

1. Attachment A Sample PRJ File For California State Plane Zone NAD 83 Feet
2. Attachment B SCVWD GIS Dataset Metadata Template
3. Attachment C SCVWD GIS Dataset Metadata Help

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**AMENDMENT NO. 5 TO AGREEMENT A3583A
REVISED ATTACHMENT FIVE TO REVISED APPENDIX ONE
SANTA CLARA VALLEY WATER DISTRICT (District)
STANDARDS FOR GIS PRODUCTS
July 2017**

**ATTACHMENT A
SAMPLE PRJ FILE FOR CALIFORNIA STATE PLANE
ZONE III NAD 83 FEET**

```
PROJCS["NAD_1983_StatePlane_California_III_FIPS_0403_Feet",GEOGCS["GCS_North_American_1983",DATUM["D_North_American_1983",SPHEROID["GRS_1980",6378137,298.257222101]],PRIMEM["Greenwich",0],UNIT["Degree",0.017453292519943295]],PROJECTION["Lambert_Conformal_Conic"],PARAMETER["False_Easting",6561666.666666666],PARAMETER["False_Northing",1640416.666666667],PARAMETER["Central_Meridian",-120.5],PARAMETER["Standard_Parallel_1",37.06666666666667],PARAMETER["Standard_Parallel_2",38.43333333333333],PARAMETER["Latitude_Of_Origin",36.5],UNIT["Foot_US",0.30480060960121924]]
```

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**AMENDMENT NO. 5 TO AGREEMENT A3583A
REVISED ATTACHMENT FIVE TO REVISED APPENDIX ONE
SANTA CLARA VALLEY WATER DISTRICT (District)
STANDARDS FOR GIS PRODUCTS
July 2017**

**ATTACHMENT B
SCVWD GIS DATASET METADATA TEMPLATE**

FGDC METADATA INFORMATION. REQUIRED INFORMATION FOR FGDC COMPLIANCE—ALL ITEMS UNDER "REQUIRED INFORMATION" MUST BE COMPLETED!

A. REQUIRED INFORMATION

1. CITATION INFORMATION
 - a. ORIGINATOR:
 - b. PUBLICATION DATE:
 - c. TITLE:
2. DESCRIPTION INFORMATION
 - a. ABSTRACT:
 - b. PURPOSE:
3. TIME PERIOD OF CONTENT INFORMATION
 - a. CALENDAR DATE:
 - b. CURRENTNESS REFERENCE:
4. STATUS INFORMATION
 - a. PROGRESS:
 - b. UPDATE FREQUENCY:
5. KEYWORDS INFORMATION
 - a. THEME:
 - b. THESAURUS:
6. ACCESS INFORMATION
 - a. ACCESS CONSTRAINTS:
 - b. USE CONSTRAINTS:
7. ATTRIBUTE INFORMATION
 - a. ATTRIBUTE LABEL:
 - b. ATTRIBUTE DEFINITION:
8. POINT OF CONTACT INFORMATION SCVWD CONTACT:

**AMENDMENT NO. 5 TO AGREEMENT A3583A
REVISED ATTACHMENT FIVE TO REVISED APPENDIX ONE
SANTA CLARA VALLEY WATER DISTRICT (District)
STANDARDS FOR GIS PRODUCTS
July 2017**

**ATTACHMENT B
SCVWD GIS DATASET METADATA TEMPLATE**

Attn: GIS Analyst
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3614
(408) 630-3040

9. DISTRIBUTION CONTACT INFORMATION (If Applicable)
 - a. CONTACT PERSON:
 - b. CONTACT ORGANIZATION:
 - c. ADDRESS:
 - d. CITY:
 - e. STATE OR PROVINCE:
10. METADATA CONTACT INFORMATION
 - a. CONTACT PERSON:
 - b. CONTACT ORGANIZATION:
 - c. ADDRESS:
 - d. CITY:
 - e. STATE OR PROVINCE:
 - f. METADATA DATE:
11. SPATIAL REFERENCE INFORMATION
 - a. PROJECTION: California State plane, NAD 83, Zone 3, Feet

B. ADDITIONAL INFORMATION

1. DATA ACCURACY/QUALITY
 - a. ORIGINAL SOURCE/SCALE:
 - b. LOGICAL CONSISTENCY:
 - c. COMPLETENESS:
 - d. PROCESS DESCRIPTION:
 - e. ATTRIBUTE ACCURACY REPORT:
2. NOTES:

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**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED ATTACHMENT FIVE TO REVISED APPENDIX ONE
SANTA CLARA VALLEY WATER DISTRICT (District)
STANDARDS FOR GIS PRODUCTS
July 2017**

FGDC METADATA INFORMATION. REQUIRED INFORMATION FOR FGDC COMPLIANCE—ALL ITEMS UNDER "REQUIRED INFORMATION" MUST BE COMPLETED!

A. REQUIRED INFORMATION

1. CITATION INFORMATION

- a. **ORIGINATOR:** The organization or individual who developed the data; for example, authors would be the originators of a book.
- b. **PUBLICATION DATE:** The date when the data set is made available for release or otherwise published. Dates can be provided as a year, a year and a month, or as a year, month, and day. Dates should be provided in the format YYYYMMDD (e.g., 20000921). If the publication date is unknown, put unknown. If the material (data) is unpublished, put unpublished material.
- c. **TITLE:** The name of the dataset, filename.

2. DESCRIPTION INFORMATION

- a. **ABSTRACT:** Abstract briefly describes the "what" aspects of the data. For example, what information is in the data set? What area is covered?
- b. **PURPOSE:** Purpose describes the "why" aspects. For example, why was the data set created?

3. TIME PERIOD OF CONTENT INFORMATION

- a. **CALENDAR DATE:** The year (and optionally month, or month and day) for which the data set corresponds to the ground, or "ground condition." The ground condition is the date for when the real world looked the way it is described by the data (e.g., the calendar date/ground condition for a set of aerial photographs would be the date or dates that the pictures were taken). Dates should be provided in the format YYYYMMDD (e.g., 20000921). If the data was collected during a series of dates, please provide a beginning date and an ending date (e.g., Beginning Date: 20020912, Ending Date: 20031225).
- b. **CURRENTNESS REFERENCE:** Indicate the basis on which the time period of content information was determined. Most potential users are interested in a data set's currentness with regard to the "ground condition" (that is, when the "real world" looked the way it is described in the data set). Unfortunately, sometimes only the date that the information

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED ATTACHMENT FIVE TO REVISED APPENDIX ONE
SANTA CLARA VALLEY WATER DISTRICT (District)
STANDARDS FOR GIS PRODUCTS
July 2017**

was recorded or published—perhaps weeks, months, or even years after it was collected—is known. Or the time period of content dates may have been derived in some other fashion (e.g., from a text phrase such as Summer, 1992). The Currentness Reference element requires the producer to identify whether the Time Period of Content dates refer to the ground condition, to some later time when the information was published, or are derived from some source. The choices for this section would be: ground condition, publication date, or free text.

4. STATUS INFORMATION

- a. **PROGRESS:** The state of the data set. Use words such as complete, in work, or planned.
- b. **UPDATE FREQUENCY:** The frequency with which changes and additions are made to the data set after the initial data set is complete. Use words such as annually, as needed, continually, daily, irregular, monthly, none planned, quarterly, unknown, weekly, or other text describing when the data is updated.

5. KEYWORDS INFORMATION

- a. **THEME:** Common use word or phrase (keywords) used to describe the subject of the data set. Keywords are words or phrases that index the contents of the data source; they are very useful when searching for data. Theme is not the file name (e.g., creeks.shp, pipeline.shp, etc.).
- b. **THESAURUS:** You must specify whether or not the theme keywords were derived from a formal thesaurus. If not, type "None"; otherwise, provide the name of the thesaurus.

6. ACCESS INFORMATION

- a. **ACCESS CONSTRAINTS:** Restrictions and legal prerequisites for accessing the data set. If there are no access constraints, the value of the appropriate element should be "None."
- b. **USE CONSTRAINTS:** Restrictions and legal prerequisites for using the data set after access is granted. If there are no use constraints, the value of the appropriate element should be "None."

7. ATTRIBUTE INFORMATION: Attribute Labels and Definitions must be included for each attribute.

- a. **ATTRIBUTE LABEL:** The name of the attribute field.

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED ATTACHMENT FIVE TO REVISED APPENDIX ONE
SANTA CLARA VALLEY WATER DISTRICT (District)
STANDARDS FOR GIS PRODUCTS
July 2017**

- b. **ATTRIBUTE DEFINITION:** A description of the attribute necessary to clarify or explain the dataset.
- 8. **POINT OF CONTACT INFORMATION:** The name of the individual/organization to contact to gain information about the data set. The current information will be used as the default for the point of contact information.
 - a. **SCVWD CONTACT:**

GIS Analyst
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3614
(408) 630-3040
- 9. **DISTRIBUTION CONTACT INFORMATION (If Applicable):** The name of the individual/organization that is responsible for the creation and distribution of the original data set.
 - a. **CONTACT PERSON:** The name of the individual to contact where the data set was acquired.
 - b. **CONTACT ORGANIZATION:** The name of the organization to contact where the data set was acquired.
 - c. **ADDRESS:** The address of the organization or the individual.
 - d. **CITY:** The city of the address.
 - e. **STATE OR PROVINCE:** The state or province of the address.
- 10. **METADATA CONTACT INFORMATION:** The party who is responsible for creating the metadata must be included as the metadata contact; they should be able to answer questions about or receive reports about errors in the metadata.
 - a. **CONTACT PERSON:** The name of the individual who created the metadata.
 - b. **CONTACT ORGANIZATION:** The **organization** associated with the creation of the metadata.
 - c. **ADDRESS:** The address of the organization or the individual.
 - d. **CITY:** The city of the address.

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED ATTACHMENT FIVE TO REVISED APPENDIX ONE
SANTA CLARA VALLEY WATER DISTRICT (District)
STANDARDS FOR GIS PRODUCTS
July 2017**

- e. STATE OR PROVINCE: The state or province of the address.
- f. METADATA DATE: When the metadata was last updated (YYYYMMDD).

11. SPATIAL REFERENCE INFORMATION

- a. PROJECTION: California State plane, NAD 83, Zone 3, Feet

B. ADDITIONAL INFORMATION

1. DATA ACCURACY/QUALITY

- a. ORIGINAL SOURCE/SCALE: The original source and scale at which the data was derived from.
- b. LOGICAL CONSISTENCY: Describes the topological integrity of the data. For example, do lines intersect only where intended? Are there any duplicate lines? Are any polygons too small? You may want to report the software used to test and verify the topological integrity of the data.
- c. COMPLETENESS: Includes information about omissions, selection criteria, generalization, definitions used, and other rules used to derive the data. For example, you may want to include information about thresholds such as the minimum area for polygons.
- d. PROCESS DESCRIPTION: Provide details of the steps taken to construct the data. For each detail, provide a description including the parameters or tolerances used; as well as dates, software, and the process contact. (i.e., "update log")
- e. ATTRIBUTE ACCURACY REPORT: An explanation of the accuracy of the identification of entities and assignments of values in the data set and a description of the tests used. Attribute descriptions should go in this section as well.

2. NOTES:

**AMENDMENT NO. 6 TO AGREEMENT A3676A
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 Appendix One and Revised Appendix One, Scope of Services, will not exceed a total amount of **\$23,387,219** 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 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 Appendix One and Revised Appendix One, Scope of Services, of this Agreement.

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**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

COST BREAKDOWN

Task	Description	Not-to-Exceed			
		Original Agreement	Amendment No. 5	Amendment No. 6	Total
1	Project Management Services	\$877,668	\$591,973	\$199,873	\$1,669,514
2/2A	Data Collection and Investigations	\$2,555,092	\$747,012	\$1,485,127	\$4,787,231
3A	Basis of Design (Approved for Design)	\$1,571,579	\$405,123	\$170,253	\$2,146,955
3B	Basis of Design (Prior Approval Required)	\$428,816	\$1,552,146	\$290,465	\$2,271,427
4	30% Design Document Preparation	\$1,361,525	N/A	N/A	\$1,361,525
5	60% Design Document Preparation	\$1,408,868	\$1,084,022	N/A	\$2,492,890
6	90% Design Document Preparation	\$787,007	\$403,640	\$1,881,747	\$3,072,394
7	Final Design Document Preparation	\$336,182	\$185,436	\$335,871	\$857,489
8	Bid and Award Services	\$160,564	\$31,813	\$108,129	\$300,506
9	Supplemental Services During Design	\$1,897,460	\$1,000,000	\$1,529,828	\$4,427,288
Total Agreement Not-to-Exceed Amount		\$11,384,761	\$6,001,165	\$6,001,293	\$23,387,219

NOTES: Amendment Nos. 1, 2, 3 and 4 were no-cost amendments.

IV. TERMS AND CONDITIONS

Payments for work completed, as defined 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 the Hourly Rate Schedule and Contractors/Vendors Unit Rate Schedule.
2. The stated hourly and unit rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (12) months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly and unit rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly and unit rates ninety (90) calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous twelve

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

(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 2.6% for professional, scientific and technical staff, and 1.3% for administrative staff, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Water Utility Capital Services Division Deputy Operating Officer.

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**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

HOURLY RATE SCHEDULE

Firm, Classification		Hourly Rate	
	Original Agreement	Rates Effective Upon Commencement of Amendment No. 5	Rates Effective Upon Commencement of Amendment No. 6
URS			
Principal	\$241	\$257.76	\$271.34
Project Manager	\$241	\$257.76	\$271.34
Senior Manager	\$195	\$208.55	\$219.54
Sr. Project Engineer/Scientist	\$174	\$186.09	\$195.89
Associate Project Engineer	N/A	\$170.00	\$174.42
Project Engineer/Scientist	\$137	\$146.53	\$154.25
Sr. Engineer/Scientist	\$116	\$124.07	\$130.61
Staff Engineer Scientist	\$98	\$104.81	\$110.33
Sr. GIS CADD/Graphic	\$133	\$142.25	\$149.74
GIS/CAD/Graphic	\$105	\$112.30	\$118.22
Editor	\$120	\$128.34	\$135.10
Contract Administrator	\$112	\$119.79	\$122.92
Admin. Assistant/Typist	\$79	\$82.12	\$84.27
Anchor Engineering, Inc.			
Project Principal Engineer	\$205	\$214	\$219
Senior Engineer	\$172	\$179	\$184
Sr. Engineering Technician	\$135	\$141	\$144
Staff Engineer 3, CADD/Graphics	\$127	\$132	\$136
Engineering Technician, CADD/Graphics	\$102	\$106	\$109
Assistant Administrator	\$55	\$57	\$58

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Firm, Classification		Hourly Rate	
	Original Agreement	Rates Effective Upon Commencement of Amendment No. 5	Rates Effective Upon Commencement of Amendment No. 6
Cal Engineering and Geology, Inc.			
Drone Pilot	N/A	N/A	\$150
Field Assistant	N/A	N/A	\$90
Senior Engineer	N/A	N/A	\$187
Project Engineer	N/A	N/A	\$144
GIS/CADD	N/A	N/A	\$115
Equipment Use Daily	N/A	N/A	\$100
Daily Vehicle Allotment	N/A	N/A	\$85
Beyaz and Patel, Inc.			
Principal Engineer	\$208	\$211	\$222
Managing Engineer	\$184	\$187	\$197
Pipeline Engineer	\$184	\$187	\$197
Senior Engineer	\$145	\$147	\$155
Engineer	\$117	\$119	\$125
CADD Technician	\$109	\$111	\$117
Clerical/Word Processing	\$65	\$66	\$68
Design and Construction Management Services, Inc.			
Principal	\$200	\$208	\$213
dot.dat.inc			
Data Processor	\$70	\$75	\$77
F.W. Associates, Inc.			
Principal	\$196	\$204	\$215
Project Engineer	\$151	\$157	\$166

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Firm, Classification	Original Agreement	Hourly Rate	
		Rates Effective Upon Commencement of Amendment No. 5	Rates Effective Upon Commencement of Amendment No. 6
Senior Engineer	\$113	\$118	\$124
CADD	\$87	\$91	\$95
GeoDatabase Solutions			
Data Processor	\$70	\$73	\$77
Geosyntec Consultants, Inc.			
Principal Engineer	N/A	\$245.49	\$251.87
Lettis Consultants International, Inc.			
Principal	\$190	\$198	\$203
Senior	\$180	\$188	\$193
Senior Project	\$140	\$146	\$150
Project	\$125	\$130	\$134
Senior Staff	\$110	\$115	\$118
Staff	\$95	\$99	\$102
Technical Typing	\$80	\$82	\$83
M. Lee Corporation			
Chief/Lead Estimator	\$194	\$207.49	\$218.42
Project Estimator	N/A	N/A	\$199.76
Senior Estimator	\$142	\$151.87	\$218.42
Estimator	\$127	\$135.83	\$218.42
Prohaska's Drafting Service			
GIS/CADD/Graphic	\$88	\$90	\$95
Robert Y. Chew Geotechnical, Inc.			

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Firm, Classification		Hourly Rate	
		Rates Effective Upon Commencement of Amendment No. 5	Rates Effective Upon Commencement of Amendment No. 6
Principal Engineer	\$199	\$207	\$212.38

Senior Geologist	\$126	\$131	\$134.41
Project Engineer	\$110	\$115	\$117.99
Staff Engineer	\$70	\$73	\$74.90
SOHA Engineers			
Principal	\$220	\$229	\$241
Senior Project Manager	\$180	\$188	\$198
Senior Project Engineer	\$135	\$141	\$148
Drafter	\$95	\$99	\$104
Telamon Engineering Consultants, Inc.			
Principal	\$218	\$227	\$233
Project Manager	\$203	\$212	\$218
Engineer II	\$140	\$146	\$150
Engineer I	\$125	\$130	\$133
CADD Drafter III	\$125	\$130	\$133
V and A Consulting Engineers, Inc.			
Senior Project Manager	\$210	\$219	\$225
Project Manager	\$200	\$208	\$214
Associate Engineer	\$140	\$146	\$150
Project Administrator / Clerical	\$75	\$78	\$79
Independent Consultants			
Hank Falvey	\$180	\$183	\$188

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Firm, Classification	Original Agreement	Hourly Rate	
		Rates Effective Upon Commencement of Amendment No. 5	Rates Effective Upon Commencement of Amendment No. 6
Lee Gerbig	\$100	\$106	\$110
Ed Rossillon	\$110	\$115	\$118

CONTRACTORS/VENDORS UNIT RATE SCHEDULE

Description	Unit	Unit Rate		
		Original Agreement	Rates Effective Upon Commencement of Amendment No. 5	Rates Effective Upon Commencement of Amendment No. 6
Cooper Testing Labs, Inc.				
Atterberg	Each	\$160	\$163	\$167
Moist & Density	Each	\$21	\$23	\$24
Sieve	Each	\$105	\$109	\$112
Bulk Sieve	Each	\$170	\$176	\$181
UU Triaxial	Each	\$225	\$235	\$241
CU Triaxial	Each	\$460	\$470	\$482
Direct Shear	Each	\$200	\$209	\$214
Falling-head Perm.	Each	\$305	\$318	\$326
Consolidation	Each	\$360	\$376	\$386
Compaction Modified Proctor 6-in.	Each	\$300	\$311	\$319
Corrosivity	Each	\$235	\$240	\$246
Unconfined Compression - Rock	Each	\$255	\$266	\$273

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Description	Unit	Unit Rate		
		Original Agreement	Rates Effective Upon Commencement of Amendment No. 5	Rates Effective Upon Commencement of Amendment No. 6
Point Load	Each	\$75	\$78	\$80
Slake Durability	Each	\$185	\$193	\$198
Brazilian Splitting	Each	\$105	\$109	\$112
Sample Storage	Per Sample/Day	\$0.50	\$0.50	\$1
Principal Consulting	Per Hour	\$160	\$164.16	\$168.43
Inspection Services, Inc.				
Atterberg	Each	\$162	\$162	\$173.00
Moist & Density	Each	\$36	\$36	\$39.00
Sieve	Each	\$103.5	\$103.5	\$111.00
Compaction Modified Proctor 6-in.	Each	\$256.5	\$256.5	\$274.00
UU Triaxial	Each	\$162	\$162	\$173.00
CU Triaxial	Each	\$477	\$477	\$510.00
Direct Shear	Each	\$189	\$189	\$202.00
Consolidation	Each	\$315	\$315	\$337.00
Field Inspector + expenses	Hour	N/A	N/A	\$100.00
Travel Time	Hour	N/A	N/A	\$75.00
Final Affidavit – Minimum Charge	Each	N/A	N/A	\$260.00
Courier/Transportation	Each	N/A	N/A	\$75.00
Gradation small/large scale	Each	N/A	N/A	\$160.00
Bulk Specific Gravity and Adsorption	Each	N/A	N/A	\$85.00

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Description	Unit	Unit Rate		
		Original Agreement	Rates Effective Upon Commencement of Amendment No. 5	Rates Effective Upon Commencement of Amendment No. 6
Permeability	Each	N/A	N/A	\$365.00
Kinnetic Laboratories, Inc.				
Reservoir Sediment Sampling	Lump Sum	\$16,000	\$16,000	\$16,416
Mercury Testing	Each	\$42	\$55	\$56
Mobilization/demobilization	Lump Sum	N/A	\$5,500	\$5,643
Sediment Core Collection	Lump Sum	N/A	\$6,500	\$6,669
Asbestos Testing	Each	N/A	\$115	\$118
Samples Delivered to Lab	Lump Sum	N/A	\$500	\$513
NORCAL Geophysical Consultants, A Terracon Company				
Mobilization	Per Hour	\$160	\$160	\$171
Geophysical Logging	Per Hour	\$205	\$205	\$235
Standby	Per Hour	\$160	\$160	\$171
Per Diem	Per Day	\$175	\$175	\$187
Log Preparation	Each	\$160	\$160	\$171
Mobilization, Borehole logging	Per Hour	N/A	\$164	\$171
Mobilization, surface geophysical surveys	Per Hour	N/A	\$226	\$235
Field Borehole geophysical logging	Per Hour	N/A	\$210	\$219
Down Hole Televiwer Probe	Per Day	N/A	\$1,231	\$1,283
Down Hole Sonic Probe	Per Day	N/A	\$770	\$802

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Description	Unit	Unit Rate		
		Original Agreement	Rates Effective Upon Commencement of Amendment No. 5	Rates Effective Upon Commencement of Amendment No. 6
Data processing Televiewer Log	Per Hole	N/A	\$513	\$535
Data processing Sonic Log	Per Hole	N/A	\$257	\$267
Field Surface Surveys, Associate Geophysicist	Per Hour	N/A	\$144	\$150
Field Surface Surveys, Geophysical Technician	Per Hour	N/A	\$82	\$86
Seismic System, 24-Channel	Per Day	N/A	\$410	\$428
Electrical Resistivity STING System	Per Day	N/A	\$539	\$561
Surface Methods Data Processing and Report Prep	Per Hour	N/A	\$144	\$150
Standby; Geophysical Logging	Per Hour	N/A	\$164	\$171
Per Diem	Per Day	N/A	\$180	\$187
Field Vehicle	Per Day	N/A	\$93	\$97
Caliper	Per Day	N/A	\$359	\$374
Down Hole P&S Wave	Per Day	N/A	\$1,231	\$1,283
P&S Wave Suspension Logger	Per Day	N/A	\$1,231	\$1,283
Image Log Analysis/presentation	Per Foot	N/A	\$4	\$4
Graphic Services	Per Hour	N/A	\$82	\$86
Clerical Services	Per Hour	N/A	\$72	\$73
All Terrain Vehicle (ATV)	Per Day	N/A	\$82	\$86

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Description	Unit	Unit Rate		
		Original Agreement	Rates Effective Upon Commencement of Amendment No. 5	Rates Effective Upon Commencement of Amendment No. 6
Northwest Hydraulic Consultants Ltd.				
Spillway Physical Model Study	Lump Sum	\$215,000	\$215,000	\$215,000
Omni Digital Imaging LLC				
B&W Copy – Letter Size	Per Page	\$0.04	\$0.04	\$0.04
Color Copy – Letter Size	Per Page	\$0.35	\$0.35	\$0.36
Color Copy – 11x17 Size	Per Page	\$0.70	\$0.70	\$0.72
Color Print – Over Size	Per S.F.	\$6.00	\$6.00	\$6.16
Taber Drilling				
Mob/Demob – Land Drill Rig	Lump Sum, Per Rig	\$2,700	\$2,770.20	\$2,916.12
Mob/Demob – Barge and Drill Rig	Lump Sum, Per Rig	\$11,750	\$12,055.50	\$12,690.54
Mob/Demob – Sonic Rig	Lump Sum, Per Rig	\$4,600	\$4,719.60	\$4,968.21
Soil Drilling and Sampling – Truck Rig	Per Foot	\$77	\$79.00	\$83.16
Soil Drilling and Sampling – Track Rig	Per Foot	\$87	\$89.26	\$93.96
Soil Drilling and Sampling – Barge	Per Foot	\$129	\$132.35	\$139.33
Rock Core Drilling – Truck Rig	Per Foot	\$88	\$90.29	\$95.04
Rock Core Drilling – Track Rig	Per Foot	\$98	\$100.55	\$105.84
Rock Core Drilling – Barge	Per Foot	\$140	\$143.64	\$151.21
Sonic Drill	Per Foot	\$111	\$113.89	\$119.89
Packer Testing	Each	\$740	\$759.24	\$799.23

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Description	Unit	Unit Rate		
		Original Agreement	Rates Effective Upon Commencement of Amendment No. 5	Rates Effective Upon Commencement of Amendment No. 6
Core Boxes	Each	\$50	\$60.53	\$63.72
Undisturbed Soil Sampling	Each	\$35	\$35.91	\$37.80
Assist Geophysical Logging	Per Boring	\$1,180	\$1,210.68	\$1,274.45
Grout Backfill of Borings	Per Foot	\$5	\$5.13	\$5.40
Install Christie Boxes	Each	\$75	\$76.95	\$81.00
Install Open Standpipe PVC Piezometer	Per Foot	\$6	\$6.16	\$6.48
Hammer Calibration	Each	\$3,000	\$3,078.00	\$3,240.14
Cutting Disposal	Per Foot	\$7	\$7.18	\$7.56
Small Bulldozer Mob/Demob	Lump Sum	\$850	\$872.10	\$918.04
Small Bulldozer	Per Day	\$2,400	\$2,462.40	\$2,592.11
Backhoe Mob/Demob	Lump Sum	\$750	\$769.50	\$810.03
Backhoe (Case 580E or similar)	Per Day	\$1,250	\$1,282.50	\$1,350.06
Excavator (Cat 225 or similar)	Per Day	N/A	\$1,026.00	\$1,188.05
Conex Storage Container Mob/Demob	Lump Sum Per Box	N/A	\$2,257.20	\$2,257.20
Conex Storage Container Mob/Demob	Lump Sum Per Box	\$510	\$523.26	\$550.82
Conex Storage Container (8' X 20')	Per Month/Box	\$110	\$112.86	\$118.81
Standby	Per Hour	\$295	\$302.67	\$318.61
Asbestos Analysis	Each	\$462	\$474.01	\$498.98
Metal Analysis (As, Ni, Cr, Cu, Co)	Each	\$68	\$69.77	\$73.44

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Description	Unit	Unit Rate		
		Original Agreement	Rates Effective Upon Commencement of Amendment No. 5	Rates Effective Upon Commencement of Amendment No. 6
Asbestos TEM Laboratories, Inc.				
CARB 435 by PLM 400 Point Count	2 Day	N/A	N/A	\$110
CARB 435 by PLM 400 Point Count	5 Day	N/A	N/A	\$75
CARB 435 by PLM 400 Point Count	10 Day	N/A	N/A	\$65
CARB 435 by PLM 1000 Point Count	2 Day	N/A	N/A	\$150
CARB 435 by PLM 1000 Point Count	5 Day	N/A	N/A	\$140
CARB 435 by PLM 1000 Point Count	10 Day	N/A	N/A	\$130
CARB 435 by TEM EPA Quantitative	2 Day	N/A	N/A	\$450
CARB 435 by TEM EPA Quantitative	5 Day	N/A	N/A	\$350
CARB 435 by TEM EPA Quantitative	10 Day	N/A	N/A	\$325
Drying/Crushing/Pulverizing/Sieving Fees	Quart	N/A	N/A	\$20
Composite Fee	Sample	N/A	N/A	\$30
TEM Prep Fee	Sample	N/A	N/A	\$75
Cornerstone Environmental Contractors, Inc.				
Project Director	Hour	N/A	N/A	\$111
Project Manager	Hour	N/A	N/A	\$110

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Description	Unit	Unit Rate		
		Original Agreement	Rates Effective Upon Commencement of Amendment No. 5	Rates Effective Upon Commencement of Amendment No. 6
Foreman/Operator	Hour	N/A	N/A	\$110
Equipment Operator	Hour	N/A	N/A	\$106
Water Truck Driver	Hour	N/A	N/A	\$90
Technician	Hour	N/A	N/A	\$86
Pickup Truck	Daily	N/A	N/A	\$120
Cat 320 Excavator	Daily	N/A	N/A	\$1,030
John Deere 135 Excavator	Daily	N/A	N/A	\$660
Cat 730 Articulated Dump Truck	Daily	N/A	N/A	\$1,480
Cat D9T Bulldozer	Daily	N/A	N/A	\$2,815
Cat 825 Soil Compactor - High Speed	Daily	N/A	N/A	\$2,075
Water truck - 2,000 gal.	Daily	N/A	N/A	\$344
Gradall (5,000 lbs)	Daily	N/A	N/A	\$430
Truck to Relocate Containers (per event)	Daily	N/A	N/A	\$345
Misc. (small tools, expendables, etc.)	Daily	N/A	N/A	\$120
544 Loader	Daily	N/A	N/A	\$834
Skidsteer S570	Daily	N/A	N/A	\$319
Sweeper Attachment for Skidsteer S570	Daily	N/A	N/A	\$144
Delivery/Pickup for 544 Loader	Daily	N/A	N/A	\$253

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Description	Unit	Unit Rate		
		Original Agreement	Rates Effective Upon Commencement of Amendment No. 5	Rates Effective Upon Commencement of Amendment No. 6
Delivery/Pickup Skidsteer & Sweeper Attachment	Daily	N/A	N/A	\$253
HAMM H16i Vibratory Smooth Drum Roller	Monthly	N/A	N/A	\$9,788
Heavy Equipment	Each Piece	N/A	N/A	\$253
Mob/Demob Water Truck	Each Piece	N/A	N/A	\$120
Mob/Demob Personnel	Each Piece	N/A	N/A	\$17,000
Mob/Demob HAMM H16i	Each Piece	N/A	N/A	\$253
Mob/demob JD 135 Excavator	Each Piece	N/A	N/A	\$253
Mob/Demob Gradall	Each Piece	N/A	N/A	\$253
Fugro USA Land, Inc.				
TEST FILL TASK				
Modified Proctor	Each	N/A	N/A	\$220
Atterberg Limits	Each	N/A	N/A	\$79
Sieve Analysis	Each	N/A	N/A	\$62
Hydrometer	Each	N/A	N/A	\$93
Specific Gravity	Each	N/A	N/A	\$80
Consolidated Undrained Triaxial (6" Dia)	Each	N/A	N/A	\$1,050
Additional Stages	Each	N/A	N/A	\$500
Cyclic Triaxial (6" Dia)	Each	N/A	N/A	\$2,150
Additional Stages	Each	N/A	N/A	\$500

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Description	Unit	Unit Rate		
		Original Agreement	Rates Effective Upon Commencement of Amendment No. 5	Rates Effective Upon Commencement of Amendment No. 6
DSS	Each	N/A	N/A	\$780
Cyclic DSS	Each	N/A	N/A	\$1,485
Additional Stages	Each	N/A	N/A	\$200
Post Cyclic	Each	N/A	N/A	\$290

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**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Description		Unit	Rates Effective Upon Commencement of Amendment No. 6
INVESTIGATION TASK			
1.0 CLASSIFICATION / INDEX TESTING			B Schedule
1.1 Soil Properties	Method		Unit Price
1.1.1 Water Content and Visual Classification	ASTM D2216/D2488		\$15.00
1.1.2 Liquid and Plastic Limits: 1-Pt Method	ASTM D4318		\$79.00
1.1.3 Liquid and Plastic Limits: 3-Pt Method	ASTM D4318		\$95.00
1.1.4 Sample Prep: Low PI Limits	ASTM D4318		\$45.00
1.1.5 Liquid Limit Only	ASTM D4318		\$53.00
1.1.6 Bulk Density	ASTM D7263		\$40.00
1.1.7 Specific Gravity	ASTM D854		\$80.00
1.2 Grain Size	Method		Unit Price
1.2.1 Sieve Analysis through #200	ASTM D6913		\$62.00
1.2.2 Additional Sieve finer than #200	ASTM D6913		\$12.00
1.2.3 % Passing Single Sieve	ASTM D1140		\$36.00
1.2.4 Hydrometer	ASTM D422		\$93.00
1.3 Undrained Shear Strength	Method		Unit Price
1.3.1 Hand Penetrometer or Torvane	HGL-700		\$6.00
1.3.2 Fall Cone	---		\$38.00
1.3.3 Miniature Vane	ASTM D4648		\$45.00
1.3.4 Miniature Vane: Residual Strength	ASTM D4648		\$55.00
1.4 Dispersion/Erosion Properties	Method		Unit Price
1.4.1 Double Hydrometer	ASTM D4221		\$186.00
1.4.2 Pinhole Dispersion	ASTM D4647		\$320.00
1.4.3 Crumb Test	ASTM D6572		\$32.00
1.4.4 EFA Scour: Fresh Water	Braud		\$1,550.00
1.4.4 EFA Scour: Salt Water	Braud		\$1,950.00
1.5 Permeability	Method		Unit Price
1.5.1 Permeability: Constant Head	ASTM D2434		\$195.00
1.5.2 Permeability: Flexible Membrane w/ Back Pressure	ASTM D5084		\$315.00
1.5.3 Permeability: 6", Flexible Membrane w/ Back Pressure	ASTM D5084		\$575.00
1.5.4 Permeability: Additional Stage	---		\$155.55
1.5.5 Permeability: Day Rate (over 7 days)	---		\$35.00
1.6 Rheology/Viscosity	Method		Unit Price
1.6.1 Viscosity: Yield by Brookfield Rheometer	ASTM D2196		\$65.00
1.6.2 Viscosity: Viscosity by Brookfield Rheometer	ASTM D2196		\$450.00
1.7 Other Tests	Method		Unit Price
1.7.1 Linear Shrinkage (Bar)	ASTM D4943		\$60.00
1.7.2 Volumetric Shrinkage	ASTM D427		\$100.00
1.7.3 Organic Content by Oven Method	ASTM D2974		\$58.00
1.7.4 Max-Min Densities	ASTM D4253/D4254		\$275.00
1.7.5 Microscopic Examination	---		\$105.00
1.7.6 Thermal Conductivity	ASTM D5334		\$325.00
1.7.7 Salt Content	ASTM D4542		\$60.00

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Description	Unit	Rates Effective Upon Commencement of Amendment No. 6
2.0 SAMPLE PREPARATION	Method	Unit Price
2.0.1 Sample Prep: Process Bulk Sample	---	\$25.00
2.0.2 Sample Prep: Admix and Curing	---	\$65.00
2.0.3 Sample Prep: Fully Softened Sample Preparation	---	\$95.00
2.0.4 Sample Prep: Remold	HGL- 164	\$15.00
2.0.5 Sample Prep: Reconstituted Sample	HGL- 161	\$55.00
2.0.6 Sample Prep: Reconstituted Sample, 6" Mold	---	\$100.00
2.0.7 Sample Prep: Harvard Miniature Compaction	---	\$200.00
2.0.8 Sample Prep: Trimming Shale	---	\$145.00
2.0.9 Sample Prep: Extrude Tube (3-foot tube)	---	\$45.00
2.0.10 Sample Prep: Tube Cut	---	\$25.00
3.0 STATIC STRENGTH TESTING		
3.1 Triaxial and Unconfined Compression	Method	Unit Price
3.1.1 Unconfined Compression: Soil	ASTM D2166	\$55.00
3.1.2 Unconsolidated Undrained: Soil	ASTM D2850	\$90.00
3.1.3 Consolidated Undrained with Pore Pressure	ASTM D4767	\$600.00
3.1.4 Consolidated Drained - Sand	ASTM D7181	\$550.00
3.1.5 Consolidated Drained - Silt or Clay	ASTM D7181	\$750.00
3.1.6 K_0 Compression or Extension Loading	---	\$1,550.00
3.1.9 Triax: Additional Stage	---	\$255.00
3.1.10 Triax: Anisotropic Consolidation	---	\$230.00
3.1.11 Triax: Confining Pressure > 120 psi	---	\$65.00
3.1.12 Triax: Induced OCR	---	\$200.00
3.1.13 Triax: Day Rate (over 7 days)	---	\$35.00
3.2 Direct Shear	Method	Unit Price
3.2.1 Consolidated Drained Direct Shear: Sand Sample	ASTM D3080	\$320.00
3.2.2 Consolidated Drained Direct Shear: Clay or Silt Sample	ASTM D3080	\$485.00
3.2.3 Direct Shear: Residual (each cycle)	---	\$75.00
3.2.4 Direct Shear: Additional Stage	---	\$175.00
3.2.5 Direct Shear: Day Rate (over 7 days)	---	\$35.00
3.3 Simple Shear	Method	Unit Price
3.3.1 Consolidated Undrained Direct Simple Shear	ASTM D6528	\$780.00
3.3.2 Direct Simple Shear: Rapid Shear > 500%/minute	---	\$1,095.00
3.3.3 Direct Simple Shear: w/ Creep Loading	---	\$1,485.00
3.3.4 Direct Simple Shear: Vertical Pressure > 44 ksf	---	\$1,440.00
3.4 Ring Shear	Method	Unit Price
3.4.1 Ring Shear: Residual Strength	ASTM D6467	\$840.00
3.4.2 Ring Shear: Peak Strength	ASTM D7608	\$840.00
3.4.3 Ring Shear: Additional Stage	---	\$285.00
3.4.4 Ring Shear: Day Rate (over 5 days)	---	\$155.00
3.5 Bender Element	Method	Unit Price
3.1.7 Bender Elements (Readings at setup and after consolidation)	---	\$400.00
3.1.8 Bender Elements: Additional confining pressure	---	\$75.00

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Description	Unit	Rates Effective Upon Commencement of Amendment No. 6
4.0 DYNAMIC TESTING		
4.1 Cyclic Triaxial		
4.1.1 Cyclic Triax: CU (500 cycles)	Method ASTM D5311/D3999	Unit Price \$1,600.00
4.1.2 CyTX: Addtl Cycles (per 500 cycles)	---	\$200.00
4.1.3 Resilient Modulus: 2.8" Sample	AASHTO T307-99	\$405.00
4.1.4 Resilient Modulus: 4" Sample	AASHTO T307-99	\$520.00
4.1.5 Resilient Modulus: 6" Sample	AASHTO T307-99	\$805.00
4.2 Cyclic Simple Shear		
4.2.1 Cyclic Direct Simple Shear*	Method HGL-820/821	Unit Price \$1,485.00
4.2.2 Cyclic Direct Simple Shear: Additional 500 Cycles	---	\$200.00
4.2.3 Cyclic Direct Simple Shear: Additional Stress Level	---	\$200.00
4.2.4 Cyclic Direct Simple Shear: Post-Cyclic Static DSS	---	\$290.00
4.2.5 Cyclic Direct Simple Shear: Induced OCR	---	\$350.00
*Strain or stress controlled, 0.1 to 1 Hz, and less than 2000 cycles		
4.3 Resonant Column		
4.3.1 Resonant Column: Clay or Silt (1 stage)	Method ASTM D4015	Unit Price \$1,840.00
4.3.2 Resonant Column: Sand (1 stage)	ASTM D4015	\$1,380.00
4.3.3 Resonant Column: Torsional Shear	---	\$1,725.00
4.3.4 Resonant Column: Additional Stage	---	\$245.00
4.3.5 Resonant Column: Day Rate (over 5 days)	---	\$135.00
5.0 VOLUME CHANGE TESTING		
5.1 Constant Rate of Strain Consolidation		
5.1.1 CRS: 1-D Consolidation Using Controlled Strain Loading	Method ASTM D4186	Unit Price \$645.00
5.1.2 CRS: High Pressure (>140 ksf)	---	\$1,210.00
5.1.3 CRS: Additional Unload/Reload Loop	---	\$180.00
5.1.4 CRS: Day Rate (over 14 days)	---	\$50.00
5.2 Incremental Consolidation		
5.2.1 Incremental Consolidation w/ Unload/Reload Loop (64 ksf max)	Method ASTM D2435	Unit Price \$635.00
5.2.2 Incremental Consolidation without Loop	ASTM D2435	\$575.00
5.2.3 Incremental Consolidation: Additional Unload/Reload Loop	---	\$180.00
5.2.4 Incremental Consolidation: Additional Load Increments	---	\$50.00
5.3 Swell Tests		
5.3.1 Swell: ASTM D4546 Method A (price/specimen)	Method ASTM D4546	Unit Price \$300.00
5.3.2 Swell: ASTM D4546 Method B	ASTM D4546	\$250.00
5.3.3 Swell: ASTM D4546 Method C	ASTM D4546	\$535.00
5.3.4 Swell: Free Swell Test	---	\$140.00

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Description	Unit	Rates Effective Upon Commencement of Amendment No. 6
6.0 ROCK TESTING		
	Method	Unit Price
6.0.1 Rock: Unconfined Compressive Strength	ASTM D7012	\$230.00
6.0.2 Rock: Unconsolidated Undrained Compressive Strength	ASTM D7012	\$350.00
6.0.3 Rock: Axial & Radial Strain Measurements	ASTM D7012	\$405.00
6.0.4 Rock: Pulse Velocity	ASTM D2845	\$320.00
6.0.5 Rock: Splitting Tensile	ASTM D3967	\$95.00
6.0.6 Rock: Point Load	ASTM D5731	\$65.00
6.0.7 Stake Durability	ASTM D4644	\$225.00
7.0 ANALYTICAL LABORATORY TESTING		
	Method	Unit Price
7.0.1 Oxidation-Reduction Potential (REDOX)	ASTM G200	\$65.00
7.0.2 Sulfide	EPA 9031	\$175.00
7.0.3 Metal Analysis	SM 311B	\$60.00
7.0.4 Electrical Resistivity/Conductivity	ASTM G57	\$80.00
7.0.5 Pore Water Extraction	ASTM D4542	\$90.00
7.0.6 Calcium Carbonate	ASTM D4373	\$50.00
7.0.7 pH Test: Water	EPA 150.1	\$20.00
7.0.8 pH Test: Soil	ASTM G51/D4972	\$55.00
7.0.9 Chloride: Soil	ASTM D512	\$60.00
7.0.10 Chloride: Water	ASTM D512	\$40.00
7.0.11 Sulfate: Soil	ASTM D516	\$75.00
7.0.12 Sulfate: Water	ASTM D516	\$40.00
7.0.13 Total Solids: Water	SM 2540B	\$40.00
7.0.14 Total Suspended Solids: Water	SM 2540C	\$40.00
7.0.15 Total Dissolved Solids: Water	SM 2540D	\$40.00
7.0.16 Sulfate Reducing Bacteria (SRB)	SRB-BART	\$150.00
7.0.17 Total Organic Carbon: Soil	Schoehliberger	\$135.00
8.0 MISCELLANEOUS		
		Unit Price
8.0.1 X-Ray Tube (3' tube)		\$200.00
8.0.2 Sample Photos: Before and After Testing		\$45.00
9.0 SAMPLE STORAGE		
		Price/cu.yd.
9.0.1 Sample Storage, (5° to 40°C) (cu.yd.)		\$65.00
9.0.2 Sample Storage, climate controlled (20° to 25°C) (cu.yd.)		\$130.00
9.0.3 Sample Storage, climate controlled (10° to 15°C) (cu.yd.)		\$215.00

Note: Effective September 1, 2017, rate increases were administratively approved.

3. Upon the written approval of the District's Deputy Operating Officer referenced herein, unused fees from a completed or cancelled task may be reallocated to a task that has not yet been completed, provided the Agreement Total Not-to-Exceed Fees is not exceeded. Transferring fees from a task not yet completed to a different task is not permitted.
4. Upon the written approval of the District's Deputy Operating Officer referenced herein, the scope of services described in a task may be reduced or eliminated. If the scope of services is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

5. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to the District.
6. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
7. 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 (or the Project Manager, if the Task Order issued authorizing Supplemental Services is less than or equal to \$100,000).
8. Expenses incurred by the Consultant for subconsultants providing professional services and for subcontractors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all lab services regardless of cost.
9. All other direct expenses not included in overhead including, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, will be billed monthly at cost plus 5% linked to each Agreement Task, as approved by the District's Project Manager.
10. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant and its subconsultants for mileage and travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its subconsultants for mileage incurred from District Headquarters or Consultant's and subconsultants' firm addresses, whichever is closer to the destination, to Project site(s) and, if directed or authorized by the District, to meeting locations such as community outreach meetings, partnering meetings, Dispute Review Board meetings, and meetings with regulatory agencies, if directed or authorized by the District.
11. 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. The invoices will represent work performed and reimbursable costs incurred during the identified billing period; be consistent with Appendix One and 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 subcontractors and further detailed by Scope of Service Task.

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

- d. Direct charges must reflect actual fees versus the Agreement not to exceed fees in this Revised Appendix Two.
- 12. Before submitting monthly invoices, the Monthly Progress Report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.
- 13. Invoices will include a summary of labor expenditures, direct costs, and billed subconsultant charges. Billing statements, transmitted separately from the Monthly Progress Reports, will be organized such that the billing categories correspond with the Scope of Services tasks.
- 14. District's Project Manager will review invoice within five (5) working days of receipt, address any questions with Consultant's Construction Manager, and approve the undisputed amount of the invoice within ten (10) working days of receipt of the invoice. District will pay undisputed invoices within thirty (30) calendar days from date invoice is approved by District's Project Manager.
- 15. Prevailing Wages
 - a. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code Section §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 includes 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 not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
 - e. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the Consultant and Subconsultants must furnish the records specified in

**AMENDMENT NO. 6 TO AGREEMENT A3676A
REVISED APPENDIX TWO
FEES AND PAYMENTS**

Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.

- f. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement such as certified payroll records 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.
- 16. Consultant's services will be performed by its staff members and subconsultants' staff members at the lowest hourly rates commensurate with the complexity of the required services.
- 17. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.
- 18. 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 30% 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.

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 June 30, 2022, unless its term is modified by a written amendment hereto, signed by the Parties prior to its expiration.
2. Consultant will commence Tasks listed in Appendix One and Revised Appendix One of this Agreement upon receipt of the NTP issued by the District.
3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with the Project Schedule table as shown below. 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. 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 here in Revised Appendix Three. In the event the Project Schedule will be delayed, Consultant will notify the District as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event 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 SECTION VII. DELAYS AND EXTENSIONS.
6. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and such approval will be confirmed in writing.

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

PROJECT SCHEDULE

Task	Description	Duration from NTP
1	Project Management Services	Duration of Agreement
2	Data Collection and Investigations	72 months
3A	Basis of Design (Approved for Design)	72 months
3B	Basis of Design (Prior Approval Required)	76 months
4	30% Design Document Preparation	52 months
5	60% Design Document Preparation	60 months
6	90% Design Document Preparation	72 months
7	Final Design Document Preparation	80 months
8	Bid and Award Services	82 months
9	Supplemental Services during Design	Duration of Agreement

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

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

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 as listed below.

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

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this 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 District before the Agreement is executed.** In the event of a claim or dispute, District has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix insurance document.

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

Certificates of Insurance

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

Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated District Contract Administrator and email a copy to **Insurance.Certificates@valleywater.org**.

The certificates will:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A3676A/CAS No. 4480**

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

IMPORTANT: The agreement or CAS number must be included.

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

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

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

Maintenance of Insurance

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

Renewal of Insurance

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

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to:
Insurance.Certificates@valleywater.org

2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A3676A/CAS No. 4480**

IMPORTANT: The agreement or CAS number must be included.

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

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 under this contract.
- c. If Consultant must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest.
- e. Broad Form Property Damage liability.

2. Business Auto Liability Insurance with coverage as indicated:

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

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

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

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

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

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

- iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

4. Workers' Compensation and Employer's Liability Insurance

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

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

General Requirements

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

1. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
2. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
3. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion
4. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
5. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain

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

all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.

6. **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.
7. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
8. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
9. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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