

**AMENDMENT NO. 1 TO AGREEMENT A4273A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND BALANCE HYDROLOGICS, INC.**

This Amendment No. 1 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consultant Agreement A4273A (Agreement) dated June 25, 2019, between SANTA CLARA VALLEY WATER DISTRICT (District or Valley Water) and BALANCE HYDROLOGICS, INC., (Consultant), collectively, the Parties.

**RECITALS**

**WHEREAS**, the Consultant is currently providing on-call Hydraulics, Hydrology, and Geomorphology services for the District's Projects;

**WHEREAS**, the Agreement currently expires on June 25, 2022; and

**WHEREAS**, the Parties desire to amend the Agreement to extend its term and increase the Not-To-Exceed Fee to provide funds to allow Consultant to continue providing on-call hydraulics, hydrology, and geomorphology services support for District's projects. In addition, the amendment will update terms and conditions in the Standard On-Call Consultant Agreement, and incorporate minor administrative changes to the Agreement.

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

1. The Agreement, Standard On-Call Consultant Agreement, Section Four, Fees and Payments, subsection 3, Prevailing Wages, is amended to state as follows:

“3. Prevailing Wages

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

B. Labor Code §1720 provides as follows:

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

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

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- C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.
- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.
- F. All records or documents required to be kept to verifying statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, at any time during regular business hours, upon written request by Valley Water. Records and documents to be provided in electronic or hard copy format, at Valley Water's discretion.
- G. California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements

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

- 2. The Agreement, Standard On-Call Consultant Agreement, Section Eleven, Equal Opportunity, is amended to state as follows:

“1. Equal Opportunity Employer

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

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

2. Compliance with Applicable Equal Opportunity Laws

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

3. Investigation of Claims

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

3. The Agreement, Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 6, Audits is amended to state as follows:

“6. Audits

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

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4. The Agreement, Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 19, Appendices, is amended to state as follows:

“19. Appendices. The following listed Appendices are incorporated herein by this reference as though set forth in full:

Appendix One – Additional Legal Terms (UNCHANGED)

Appendix Two – Dispute Resolution (UNCHANGED)

Appendix Three – Task Order Template (UNCHANGED)

Appendix Four – Insurance Requirements (REVISED).”

5. The Agreement, Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 20, Schedules and Attachments, is amended to state as follows:

“20. Schedules and Attachments. Schedule OC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One – Fees and Payments (REVISED)

Attachment Two – Schedule of Completion (REVISED)

Attachment Three – Consultant’s Key Staff and Subconsultants (REVISED)

Attachment Four – Reference Materials (REVISED).”

6. The Agreement, Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, is amended to add the following new subsections:

“21. No Third-Party Beneficiaries

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

22. Severability

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

23. Debt Limitation

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

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7. Appendix Four to the Agreement, Standard On-Call Consultant Agreement, Insurance Requirements, is amended as set forth in the Revised Appendix Four to the Standard On-Call Consultant Agreement, Insurance Requirements, attached hereto and incorporated herein by this reference.
8. Schedule OC to the Agreement, Scope of Services, subsection 1, Representatives, is amended to state as follows:

**“1. Representatives**

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

Emily Zedler (DPM)  
Senior Engineer, Hydrology, Hydraulics, and Geomorphology  
Hydrology, Hydraulics and Geomorphology Unit  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-630-3075  
Email: [ezedler@valleywter.org](mailto:ezedler@valleywter.org)

Liang Xu  
Hydrology, Hydraulics, and Geomorphology Manager  
Hydrology, Hydraulics and Geomorphology Unit  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-630-2780  
Email: [lxu@valleywater.org](mailto:lxu@valleywater.org)

John Bourgeois  
Deputy Operating Officer  
Watershed Stewardship and Planning Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-630-2990  
Email: [jbourgeois@valleywater.org](mailto:jbourgeois@valleywater.org)

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AND BALANCE HYDROLOGICS, INC.**

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

Eric Donaldson (Consultant Project Manager or CPM)  
Project Manager  
Balance Hydrologics, Inc.  
800 Bancroft Way, Suite 101  
Berkeley, CA 94710

Phone: 510-704-1000

Email: [edonaldson@balancehydro.com](mailto:edonaldson@balancehydro.com)

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

Ed Ballman (Consultant Principal Officer)  
Principal-in-Charge  
Balance Hydrologics, Inc.  
800 Bancroft Way, Suite 101  
Berkeley, CA 94710

Phone: 510-704-1000

Email: [eballman@balancehydro.com](mailto:eballman@balancehydro.com)

9. Attachment One to Schedule OC, Fees and Payments, is amended as set forth in the Revised Attachment One to Revised Schedule OC, Fees and Payments, attached hereto and incorporated herein by this reference.
10. Attachment Two to Schedule OC, Schedule of Completion, subsection 2, is amended to state as follows:
- “2. This Agreement expires on June 25, 2024, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.”
11. Attachment Three to Schedule OC, Consultants Key Staff and Subconsultants, is amended as set forth in the Revised Attachment Three to Revised Schedule OC, Consultants Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.
12. Attachment Four to Schedule OC, Reference Materials is amended as set forth in the Revised Attachment Four to Revised Schedule OC, Reference Materials, attached hereto and incorporated herein by this reference.
13. All other terms and conditions of the Agreement A4273A, not otherwise amended as stated herein remain in full force and effect.

*(SIGNATURES FOLLOW ON NEXT PAGE)*

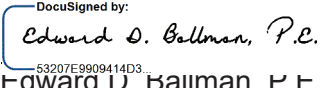
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**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A4273A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

**SANTA CLARA VALLEY WATER DISTRICT**  
District

**BALANCE HYDROLOGICS, INC.**  
Consultant

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

By:  \_\_\_\_\_  
Edward D. Ballman, P.E.  
Vice President

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

Date: 5/1/2022

ATTEST:

Consultant's Address:  
800 Bancroft Way, Suite 101  
Berkeley, CA 94710

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

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**AMENDMENT NO. 1 TO AGREEMENT A4273A  
REVISED STANDARD ON-CALL CONSULTANT AGREEMENT  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

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

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

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

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

**Certificates of Insurance**

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

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

The certificates will:

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

**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement A4273A/CAS No. 4974**



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

**Maintenance of Insurance**

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

**Renewal of Insurance**

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

Consultant shall instruct its insurance broker/agent to:

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

**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement A4273A/CAS No. 4974**

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

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REVISED STANDARD ON-CALL CONSULTANT AGREEMENT  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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:

**\$2,000,000** per occurrence / **\$2,000,000** 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:

**\$2,000,000** combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

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

**\$5,000,000** per claim/ **\$5,000,000** aggregate

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

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

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REVISED STANDARD ON-CALL CONSULTANT AGREEMENT  
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**4. Workers' Compensation and Employer's Liability Insurance**

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

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

**General Requirements**

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

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

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

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

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REVISED APPENDIX FOUR  
INSURANCE REQUIREMENTS**

and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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**CHECK LIST OF DOCUMENTS NEEDED**

<b>General Liability:</b>	A.	Limits <b>(\$2,000,000)</b>	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
<b>Auto Liability:</b>	A.	Limits <b>(\$2,000,000)</b>	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
<b>Umbrella:</b>	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
<b>Workers Comp:</b>	A.	Limits <b>(\$1,000,000)</b>	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	
<b>Professional Liability:</b>	A.	Limits <b>(\$5,000,000)</b>	
	B.	Cancellation Endorsement	

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**AMENDMENT NO. 1 TO AGREEMENT A4273A  
REVISED SCHEDULE OC  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

**1. Total Authorized Funding**

Total payment for Services performed, to the satisfaction of District, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **\$950,000 (Not-to-Exceed Fees or NTE)**. Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by the District may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement.**

**2. Terms and Conditions**

A. Payments for Services performed, as defined in each Task Order, which applies to the specific Services, will be based on the following terms:

- 1) The District will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- 2) The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 3.0% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Deputy Operating Officer.

**B. Reimbursable Expenses**

- 1) All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting and supplies, and Subconsultant and vendor services. These other direct expenses may be billed at actual cost linked to each Task Order, as approved by the District's Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with invoices submitted.
- 2) Any equipment purchased on behalf of the District that costs \$50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and submitted to District prior to expiration of this Agreement.

**AMENDMENT NO. 1 TO AGREEMENT A4273A  
REVISED SCHEDULE OC  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

- 3) Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior District approval has been obtained from the District's Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of the taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model.
- 4) Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost. Consultant shall provide invoices for all such services regardless of cost.

**C. Approval Required for Services Performed at Specified Rate**

Prior to any of Consultant's staff or Subconsultants performing services at hourly rates (fully burdened including overhead) in excess of \$300/hour, Consultant must obtain written approval from the DPM; such approval will specifically authorize the numbers of hours per task the classifications/staff is authorized to perform.

**D. Prevailing Wage Requirements - NOT USED**

*(HOURLY/UNIT RATE SCHEDULE ON FOLLOWING PAGE)*



**AMENDMENT NO. 1 TO AGREEMENT A4273A  
REVISED SCHEDULE OC  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

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

<b>CLASSIFICATION</b>	<b>ORIGINAL HOURLY/UNIT RATE EFFECTIVE 6/25/2019</b>	<b>HOURLY/UNIT RATE EFFECTIVE 6/25/2020</b>	<b>HOURLY/UNIT RATE EFFECTIVE 6/25/2021</b>	<b>HOURLY/UNIT RATE EFFECTIVE 6/25/2022</b>
<b>Balance Hydrologics, Inc.</b>				
Senior Principal	\$234.00	\$240.08	\$247.29	\$254.71
Principal	\$185.00	\$189.81	\$195.50	\$201.37
Senior Professional	\$148.00	\$151.85	\$156.40	\$161.09
Project Professional	\$130.00	\$133.38	\$137.38	\$141.50
Senior Staff Professional	\$120.00	\$123.12	\$126.81	\$130.61
Staff Professional	\$115.00	\$117.99	\$121.53	\$125.18
Assistant Professional	\$102.00	\$104.65	\$107.79	\$111.02
GIS/CADD Senior Analyst	\$122.00	\$125.17	\$128.93	\$132.80
Senior Project Administrator	\$131.00	\$134.41	\$138.44	\$142.59
Report Specialist	\$87.00	\$89.26	\$91.94	\$94.70
<b>Subconsultant – AECOM</b>				
Principal-Project Director	\$275.00	\$282.15	\$290.61	\$299.33
Senior Technical Advisor	\$225.00	\$230.85	\$237.78	\$244.91
Engineer/Scientist VII	\$225.00	\$230.85	\$237.78	\$244.91
Engineer/Scientist VI	\$198.00	\$203.15	\$209.24	\$215.52
Engineer/Scientist V	\$155.00	\$159.03	\$163.80	\$168.71
Engineer/Scientist IV	\$135.00	\$138.51	\$142.67	\$146.95
Engineer/Scientist III	\$125.00	\$128.25	\$132.10	\$136.06
Engineer/Scientist II	\$105.00	\$107.73	\$110.96	\$114.29
Engineer/Scientist I	\$95.00	\$97.47	\$100.39	\$103.40
Project Assistant	\$90.00	\$92.34	\$95.11	\$97.96
<b>Subconsultant – Alden Research Laboratory</b>				
Principal	\$235.00	\$241.11	\$248.34	\$255.79
Director	\$230.00	\$235.98	\$243.06	\$250.35
Senior Technical Consultant	\$250.00	\$256.50	\$264.20	\$272.13
Engineer – Principal	\$185.00	\$189.81	\$195.50	\$201.37
Engineer – Senior	\$160.00	\$164.16	\$169.08	\$174.15
Engineer III	\$140.00	\$143.64	\$147.95	\$152.39
Engineer II	\$120.00	\$123.12	\$126.81	\$130.61
Engineer I	\$100.00	\$102.60	\$105.68	\$108.85
Hydraulic Laboratory Manager/Technician, Sr.	\$160.00	\$164.16	\$169.08	\$174.15
Skilled Crafts / Instrumentation	\$120.00	\$123.12	\$126.81	\$130.61

**AMENDMENT NO. 1 TO AGREEMENT A4273A  
REVISED SCHEDULE OC  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION</b>	<b>ORIGINAL HOURLY/UNIT RATE EFFECTIVE 6/25/2019</b>	<b>HOURLY/UNIT RATE EFFECTIVE 6/25/2020</b>	<b>HOURLY/UNIT RATE EFFECTIVE 6/25/2021</b>	<b>HOURLY/UNIT RATE EFFECTIVE 6/25/2022</b>
Technician III	\$100.00	\$102.60	\$105.68	\$108.85
Technician II	\$85.00	\$87.21	\$89.83	\$92.52
Technician I	\$75.00	\$76.95	\$79.26	\$81.64
Administrative Assistant	\$78.00	\$80.03	\$82.43	\$84.90
Intern	\$70.00	\$71.82	\$73.97	\$76.19

Note: Increased hourly rates for Consultant and Subconsultants were approved administratively as documented in letters from the District to Consultant dated June 20, 2020 and June 20, 2021.

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**AMENDMENT NO. 1 TO AGREEMENT A4273A  
REVISED SCHEDULE OC  
REVISED ATTACHMENT THREE  
CONSULTANTS KEY STAFF AND SUBCONSULTANTS**

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

<b>Team Member</b>	<b>Classification/ Project Role</b>	<b>Contact Information</b>
Ed Ballman	Principal / Principal in Charge	800 Bancroft Way, Suite 101 Berkeley, CA 94710 510-704-1000 <a href="mailto:eballman@balancehydro.com">eballman@balancehydro.com</a>
Eric Donaldson	Project Professional / Project Manager	800 Bancroft Way, Suite 101 Berkeley, CA 94710 510-704-1000 <a href="mailto:edonaldson@balancehydro.com">edonaldson@balancehydro.com</a>

2. The following Subconsultants are authorized to perform Services pursuant to this Agreement:

<b>Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
AECOM	Engineering Services Senior Water Resources Engineer and Fluvial Geomorphologist	300 Lakeside Drive, Suite 400 Oakland, CA 94612, USA Steven McNeely, MS, PE 510-893-3600 <a href="mailto:Steven.mcneely@aecom.com">Steven.mcneely@aecom.com</a>
Alden Research Laboratory	Physical modeling Director, Hydraulic Engineering and Modeling Services	711 – 100th Street SE Everett, WA 98208 Mizan Rashid, PE, PhD, D.WRE 206-715-0124 <a href="mailto:mrashid@aldenlab.com">mrashid@aldenlab.com</a>

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**AMENDMENT NO. 1 TO AGREEMENT A4273A  
REVISED SCHEDULE OC  
REVISED ATTACHMENT FOUR  
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: <a href="http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf">http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf</a>