

**AMENDMENT NO. 4 TO AGREEMENT A3626A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND CDM SMITH, INC.**

This Amendment No. 4 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement No. A3626A (Agreement) dated January 22, 2013 as amended by Amendment No.1 dated December 23, 2014, Amendment No. 2 dated May 26, 2015, and Amendment No. 3 dated October 13, 2015, between SANTA CLARA VALLEY WATER DISTRICT (District) and CDM SMITH, INC. (Consultant), collectively, the Parties.

RECITALS

WHEREAS, Consultant prepared the design documents and as Engineer-of-Record, is currently performing engineering support services during construction of the District's Rinconada Water Treatment Plant (RWTP) Reliability Improvement Project (Project); and

WHEREAS, the Agreement currently expires on September 20, 2017; and

WHEREAS, the Parties desire to amend the Agreement to extend its term commensurate with the currently estimated duration of Project construction; increase the total not-to-exceed amount to provide for additional compensation related to Consultant providing services during the extended Project construction duration; and to modify the Project Schedule for Consultant's performance in consideration of the extended Agreement term.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding any provision to the contrary stated in the Agreement, Amendment No. 1, Amendment No. 2, or Amendment No. 3, District and Consultant hereby agree to amend the Agreement as follows:

1. The Agreement, STANDARD CONSULTANT AGREEMENT, SECTION II DUTIES OF CONSULTANT, is amended to revise the eighth and ninth paragraphs, and a tenth paragraph is added to state as follows:

“8. The Santa Clara Valley Water District 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, the 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 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

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of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

9. The 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 American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); the Age Discrimination Act of 1975 (42 U.S.C. sec. 6101 et seq.); the California Fair Employment and Housing Act (Government Code Section 12900 et. seq.); and California Labor Code Sections 1101 and 1102.

10. Consultant must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. Consultant must investigate all complaints directed to it by District. District will refer complaints in writing and Consultant will advise District in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the Consultant, as well as all subcontractors, subconsultants, and material suppliers of the Consultant. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective disciplinary action against the offender."

2. The Agreement, STANDARD CONSULTANT AGREEMENT, SECTION X INDEMNIFICATION is amended to state as follows:

"Notwithstanding any other provision of this Agreement, Consultant agrees to indemnify, defend and hold harmless the District, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, taxes, levies, imposts, assessment, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct. The foregoing does not limit any strict liability imposed onto the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section X Indemnification, survive termination, expiration, completion and suspension of this Agreement."

3. Revised Appendix One, Scope of Services, is amended to update the Section V. Additional Terms and Conditions as set forth herein as follows:

"V. 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.

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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. The Consultant shall provide staff designated in Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant must be approved at the administrative staff level by the District Representative.

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 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. The Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately. In the

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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 Mike Munson, Engineering Unit Manager, West Side Project Delivery Unit.
2. The Project Manager for Consultant is as indicated in Revised Attachment One of the Revised Appendix One.
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,
 - 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, and

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- f. Copies of applicable state, federal, and local permits required to complete the services, unless previously provided to the District Project Manager.
 2. The Consultant agrees that the not-to-exceed amount specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by authorized representatives of both Parties.
 3. The Consultant must not commence performance of services on a Task Order until it has been approved by authorized representatives of both Parties and notice to proceed has been issued by the District. 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.
- 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.
 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 planning, construction management, and the construction of any project that is related to the services provided in accordance with this

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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 & Termination

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

1. Term & Automatic Termination

This Agreement encompasses all services for which 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.

2. 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 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 ninety (90) days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice-To-Proceed or Task Order.
- b. Termination for Convenience: District may, by written notice to 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

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its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within thirty (30) days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District will thereupon have the right to terminate this Agreement 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:
 - 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:

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1. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement shall file with the District in a manner prescribed by the District Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within thirty (30) calendar days of the effective date of this Agreement; and
 - b. Within thirty (30) calendar days of Consultant hiring, adding or promoting to a designated filer position employees, officers, agents, subconsultants, and subcontractors to perform services pursuant to this Agreement.
2. Consultant 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 employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement that filed an Assuming Office Statement shall file with the District an Annual Statement in a manner prescribed by the District during the District's annual filing season as determined by the District;
4. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement 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; and
 - b. Within thirty (30) calendar days of Consultant employees, officers, agents, subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in the District's Conflict of Interest Code).
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 fifteen (15) calendar

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days to remove that employee(s), officer(s), agent(s), subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to the District.

- J. District Quality and Environmental Management System (QEMS) Fact Sheet (See Revised Attachment Four)

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

The Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized District personnel. The Consultant will not release any information pertinent to the Project under design or construction for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from the District. 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

Formation of an Agreement between the Parties requires accomplishment of the following: (1) execution of the Agreement by Consultant; (2) submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents; (3) submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable; (4) submission by the Consultant, and acceptance by the District, of evidence of the QEMS Awareness and Training certification; (5) 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; (6) submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable; (7) any other requirements that are deemed necessary by the District, and (8) execution of the Agreement by the District. 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.

- M. Notices

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

District:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Attention: Katherine Owen
E-mail: koven@valleywater.org
Phone: (408) 630-3126

Consultant:

CDM Smith Inc.
14432 SE Eastgate Way, Suite 100
Bellevue, WA 98007-6493
Attention: Greg Lindstadt, Vice President
Email: LindstadtGL@cdmsmith.com
Fax: (425) 519-8327

N. Good Neighbor

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

O. Revised Appendix One Scope of Services Attachments

The following listed attachments are incorporated herein by this reference as though set forth in full:

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

Revised Attachment Two – Dispute Resolution (REVISED)

Revised Attachment Three – Task Order Template (REVISED)

Revised Attachment Four –Quality and Environmental Management System
(QEMS) Fact Sheet (REVISED)”

4. Attachment One to Revised Appendix One, Consultant’s Key Staff and Subconsultants, is amended as set forth in the attached Revised Attachment One to Revised Appendix One, Consultant’s Key Staff and Subconsultants, and incorporated herein by this reference.

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5. Attachment Two to Revised Appendix One, Dispute Resolution, is amended as set forth in the attached Revised Attachment Two to Revised Appendix One, Dispute Resolution, and incorporated herein by this reference.
6. Attachment Three to Revised Appendix One, Task Order Template, is amended as set forth in the attached Revised Attachment Three to Revised Appendix One, Task Order Template, and incorporated herein by this reference.
7. Attachment Four to Revised Appendix One, Quality and Environmental Management System (QEMS) Fact Sheet, is amended as set forth in the attached Revised Attachment Four to Revised Appendix One, QEMS Fact Sheet, and incorporated herein by this reference.
8. Revised Appendix Two, Fees and Payments, is amended to revise the Agreement Total Not-to-Exceed Amount payable to the Consultant for additional engineering support services during construction of the Project, as set forth in the attached Revised Appendix Two, Fees and Payments, and incorporated herein by this reference.
9. Revised Appendix Three, Schedule of Completion, is amended to revise the Project Schedule and extend the term of the Agreement for Consultant to perform the Scope of Services as set forth in the attached Revised Appendix Three, Schedule of Completion and incorporated herein by this reference.
10. All other terms and conditions of Agreement A3626A, Amendment No.1, Amendment No. 2, and Amendment No. 3, not amended as stated herein, remain in full force and effect.

(SIGNATURES FOLLOW ON NEXT PAGE)

AMENDMENT NO. 4 TO AGREEMENT A3626A

**REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 4 TO AGREEMENT NO. A3626A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

CDM SMITH, INC.
"Consultant"

By: _____
John L. Varela
Chair/Board of Directors

By: _____
Hala Titus
Vice President

Date: _____

Date: _____

ATTEST:

Firm Address:
100 Pringle Avenue, Suite 300
Walnut Creek, CA 94596

Michele L. King, CMC
Clerk/Board of Directors

Date: _____

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REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

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

Team Member	Project Role
Servando Molina	Principal-in-Charge
Greg Lindstadt	Project Manager
Jeff Sellberg	Resident Engineer
Mark Urban	Resident Engineer
Bill Brick	Lead Civil Engineer
Tom Warriner	Lead Mechanical Engineer

2. If necessary and appropriate, Consultant will employ subconsultants it deems appropriate to the complexity and nature of the required Services. All subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Scope of Services. Consultant must obtain District's approval of all subconsultants. Upon District's request, Consultant must provide copies of all subconsultant contract agreements. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.
3. The following subconsultants are authorized to work on the Project:

Firm	Project Role	Key Personnel
*Geotechnical Consultants, Inc.	Geotechnical	Joseph Seibold
HKIT Architects	Architect	Rod Henmi
Illingworth & Rodkin, Inc.	Acoustical Engineer	Michael Thill
JDH Corrosion Consultants, Inc.	Corrosion Control Engineer	Tom Herink
*Process Applications Inc.	Ozone Optimization	Glenn Hunter
Siegfried Engineering, Inc.	Landscape Architect	Bob Norbutas
TJC and Associates, Inc.	Structural	Terence Cavanagh
	Electrical and Instrumentation	Paul Giorsetto

*Any substitutions to these subconsultants shall be deemed a material breach of contract by the Consultant.

4. Contact information for the above listed subconsultants is as follows:

Geotechnical Consultants, Inc.
500 Sansome St., Suite 402
San Francisco, CA 94111
415-981-9950
Neel Neelakantan
Neel@gtcgeotech.com

Process Applications Inc.
2626 Redwing Road, Suite 340
Fort Collins, CO 80526
970-223-5787
Glenn Hunter
gfbmhunter@aol.com

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HKIT Architects
538 Ninth St, Suite 240
Oakland, CA 94607
510-625-9800
Dennis Okamura
Dokamura@hkit.com

Siegfried Engineering, Inc.
111 North Market Street, Ste. 300
San Jose, CA 95113
408-754-0121
Paul Schneider
pjs@siegfriedeng.com

Illingworth & Rodkin, Inc.
505 Petaluma Blvd., South
Petaluma, CA 94952
707-766-7700
Michael Thill
mthill@illingworthrodkin.com

TJC and Associates, Inc.
1615 Broadway, 4th Floor
Oakland, CA 94612-2103
510-251-8980
Paul Giorsetto
Paul@tjcaa.com

JDH Corrosion Consultants, Inc.
1100 Willow Pass Court
Concord, CA 94520
925-927-6630
J. Darby Howard
dhoward@jdhcorrosion.com

5. Consultant's Key Staff

The District Project Manager may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.

6. Consultant's Subconsultants

- I. The District Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the scope of services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.
- II. The District's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same scope) or a new Subconsultant is added (to perform new scope), provided the firm complies with all insurances established by the District for such work; such approval will be confirmed in writing.

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AMENDMENT NO. 4 TO AGREEMENT A3583A

REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE DISPUTE RESOLUTION

1. CONSULTANT'S QUESTIONS AND CONCERNS

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

2. DISPUTE RESOLUTION

A. Alternative Dispute Resolution (ADR)

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

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

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

3. NEGOTIATIONS BEFORE AND DURING MEDIATION

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

4. VOLUNTARY MEDIATION

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

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

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

5. INITIATION OF MEDIATION

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

6. REQUEST FOR MEDIATION

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

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REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE DISPUTE RESOLUTION

7. SELECTION OF MEDIATOR

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

8. QUALIFICATIONS OF A MEDIATOR

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

9. VACANCIES

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

10. REPRESENTATION

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

11. TIME AND PLACE OF MEDIATION

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

AMENDMENT NO. 4 TO AGREEMENT A3583A

REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE DISPUTE RESOLUTION

12. IDENTIFICATION OF MATTERS IN DISPUTE

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

13. AUTHORITY OF MEDIATOR

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

14. PRIVACY

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

15. CONFIDENTIALITY

Except as provided by California or federal law or regulation:

- A. The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.

AMENDMENT NO. 4 TO AGREEMENT A3583A

REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE DISPUTE RESOLUTION

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

16. NO STENOGRAPHIC RECORD

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

17. TERMINATION OF MEDIATION

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

18. EXCLUSION OF LIABILITY

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

19. INTERPRETATION AND APPLICATION OF THESE MEDIATION PROVISIONS

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

AMENDMENT NO. 4 TO AGREEMENT A3583A

**REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE
DISPUTE RESOLUTION**

20. EXPENSES

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

21. COMPENSATION FOR PARTICIPATION IN MEDIATION

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

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AMENDMENT NO. 4 TO AGREEMENT A3583A

REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE TASK ORDER TEMPLATE

Task Order No.

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

District:

Consultant:

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

1. Upon full execution of this Task Order Number: _____, as set forth in Revised Appendix One, Scope of Services, Article V. Additional Terms and Conditions, paragraph E. Task Orders, and issuance of a notice to proceed by the District, 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 under this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A identifies the following:
 - a. The Consultant personnel to be assigned to perform the services, including resumes if not previously provided to the District's Project Manager.
 - b. The estimated number of hours required to perform the services assigned to each assigned Consultant personnel.
 - c. Estimated cost of each reimbursable expense, including any applicable fees.
 - d. Project schedule for completing the scope of services.
3. The Consultant shall be compensated at the hourly rates established in Revised Appendix Two 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 is effective on the date of full execution by authorized representatives of both Parties and remains in effect until the earlier of: completion of the tasks set forth in Attachment A or [expected completion date].
5. Copies of applicable state and federal permits required to complete the work 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.

AMENDMENT NO. 4 TO AGREEMENT A3583A

**REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE
TASK ORDER TEMPLATE**

7. 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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REVISED ATTACHMENT FOUR TO REVISED APPENDIX ONE
QUALITY AND ENVIRONMENTAL MANAGEMENT SYSTEM (QEMS) FACT SHEET

Fact sheet
Quality and Environmental
Management System (QEMS)



What is ISO?

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

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

Principles of ISO

The district's management system is implemented based on the following ISO principles:

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

What are the Benefits of ISO?

- Improves efficiency and productivity.
- Reduces variation, waste, inefficiencies, and defects.
- Facilitates continual improvement.
- Improves process consistency and stability.
- Improves employee motivation and participation.
- Improves customer confidence and satisfaction.

AMENDMENT NO. 4 TO AGREEMENT A3583A

REVISED ATTACHMENT FOUR TO REVISED APPENDIX ONE QUALITY AND ENVIRONMENTAL MANAGEMENT SYSTEM (QEMS) FACT SHEET

- Improves conformity to quality and environmental requirements.

District's Quality and Environmental Policy

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

Purpose

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

Customers

Meet customer requirements and enhance customer satisfaction.

Environmental Stewardship

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

Continual Improvement

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

Compliance

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

Policy, Objectives, and Targets

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

Awareness and Competence

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

AMENDMENT NO. 4 TO AGREEMENT A3583A

REVISED ATTACHMENT FOUR TO REVISED APPENDIX ONE QUALITY AND ENVIRONMENTAL MANAGEMENT SYSTEM (QEMS) FACT SHEET

Public

Ensure this policy is available to the public.

District's Significant Environmental Aspects

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

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

Bulk Chemical Storage

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

Construction of water utility and flood protection capital projects

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

District's Quality and Environmental Objectives

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

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

Quality Objectives:

- Prepare and respond effectively to flood emergencies countywide to protect life and property.
- Current and future water supply for municipalities, industries, agriculture, and the environment is reliable.
- Reliable high quality drinking water is delivered.
- Maintain effective relationships with the retailer and other stakeholders to ensure high quality, reliable drinking water.

AMENDMENT NO. 4 TO AGREEMENT A3583A

REVISED ATTACHMENT FOUR TO REVISED APPENDIX ONE QUALITY AND ENVIRONMENTAL MANAGEMENT SYSTEM (QEMS) FACT SHEET

- Provide natural flood protection for residents, businesses, and visitors.
- Protect parcels from flooding by applying an integrated watershed management approach that balances environmental quality and protection from flooding.

Environmental Objectives:

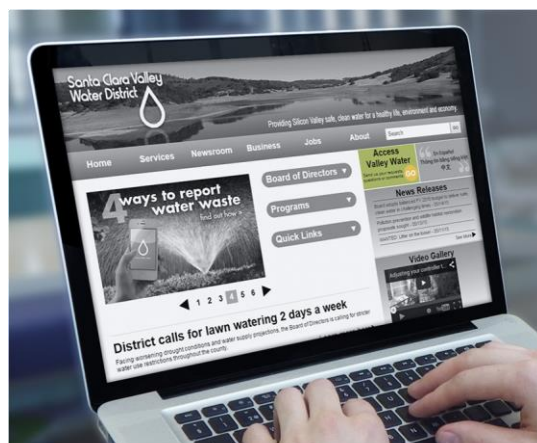
- Prepare for and respond to emergencies that threaten local waterways.
- Reduce greenhouse gas emissions to achieve carbon neutrality by 2020.

Environmental Impacts

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

Assessing the QEMS for Effectiveness



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




CONTACT US

For more information, contact us at **(408) 265-2600** or by email at **ISOMgtRep@valleywater.org**. Or use our **Access Valley Water** customer request and information system at **valleywater.org** to find out the latest information on district projects or to submit questions, complaints or compliments directly to a district staff person.

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AMENDMENT NO. 4 TO AGREEMENT A3626A

REVISED APPENDIX TWO FEES AND PAYMENTS

I. GENERAL

- A. 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 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 Appendix. 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 services.

II. TOTAL AUTHORIZED FUNDING

- A. Total payment for services performed, as described in Appendix One and Revised Appendix One—Scope of Services, will not exceed a total amount of **\$29,285,877** 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, or designee, as authorized by the Board. The Consultant guarantees that it will complete the contracted Scope of Services for the total not-to-exceed (NTE) Amount stated herein.

III. COST BREAKDOWN

- A. The not-to-exceed total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by the District to the Consultant for Supplemental Services without prior written authorization by the District as stated in Revised Appendix One of this Agreement.

COST BREAKDOWN

Task	Description	Original Total NTE Fees	Amend No. 1 NTE Fee	Amend No. 2 NTE Fee	Amend No. 3 NTE Fee	Amend No. 4 NTE Fee	Revised Total NTE Fee
1	Project Management Services	\$757,959					\$757,959

AMENDMENT NO. 4 TO AGREEMENT A3626A

REVISED APPENDIX TWO FEES AND PAYMENTS

Task	Description	Original Total NTE Fees	Amend No. 1 NTE Fee	Amend No. 2 NTE Fee	Amend No. 3 NTE Fee	Amend No. 4 NTE Fee	Revised Total NTE Fee
2	Design Issue Resolution, Data Collection and Investigations	\$962,856					\$962,856
3	Prepare Basis of Design Report	\$714,685					\$714,685
4	Environmental Impact Report	\$228,620					\$228,620
5	Design Documentation Preparation	\$11,172,172					\$11,172,172
6	Constructability Review and Risk Management Strategy	\$236,629					\$236,629
7	Bid and Award Services	\$241,274					\$241,274
8	Public Outreach Assistance	\$105,805					\$105,805
9	Supplementary Services During Design	\$1,266,000					\$1,266,000
	Total NTE Amount (Tasks 1 to 9)	\$15,686,000					\$15,686,000

AMENDMENT NO. 4 TO AGREEMENT A3626A

REVISED APPENDIX TWO FEES AND PAYMENTS

Task	Description	Original Total NTE Fees	Amend No. 1 NTE Fee	Amend No. 2 NTE Fee	Amend No. 3 NTE Fee	Amend No. 4 NTE Fee	Revised Total NTE Fee
10	Project Management Services During Construction			\$524,511		\$605,532	\$1,130,043
11	Submittal Review			\$2,645,049		\$401,528	\$3,046,578
12	Requests for Information Responses			\$1,778,858		\$1,142,845	\$2,921,703
13	Change Order Assistance			\$575,563		\$287,779	\$863,342
14	Schedule Review and Analysis			\$42,500		\$10,602	\$53,102
15	Engineering Site Support			\$1,886,676		\$1,993,440	\$3,880,116
16	Training Services			\$146,364		\$146,364	\$292,728
17	System Testing and Start-up Services			\$248,737		\$248,737	\$497,474
18	Supplemental Services During Construction			\$561,463		\$353,329	\$914,792
Total NTE Amount (Tasks 10 to 18)				\$8,409,721		\$5,190,156	\$13,599,877
Total NTE Amount (Tasks 1 to 18)		\$15,686,000		\$24,095,721		\$29,285,877	\$ 29,285,877

IV. TERMS AND CONDITIONS

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

AMENDMENT NO. 4 TO AGREEMENT A3626A

REVISED APPENDIX TWO FEES AND PAYMENTS

- A. 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/Unit Rate Schedule.
- B. The stated hourly 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 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 ninety (90) calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.5%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District Assistant Officer.

HOURLY RATE SCHEDULE

Classification/Staff	Hourly Rates Original Agreement (1/22/13 thru 1/21/14)	Hourly Rate (1/22/14 thru 1/21/15)	Hourly Rate (1/22/15 thru 1/21/16)	Hourly Rate (1/22/16 thru 1/21/17)	Current Hourly Rate (1/22/17 thru 1/21/18)
PRIME - CDM Smith					
Principal-in-Charge/Project Manager	\$282.00	\$288.77	\$295.99	\$276.49	\$282.30
Lead Senior Engineer	\$234.00	\$239.62	\$245.64	\$250.77	\$256.04
Engineer Grade 8	\$208.00	\$212.99	\$218.32	\$222.90	\$227.58
Engineer Grade 7	\$204.00	\$208.91	\$214.12	\$218.62	\$223.21
Engineer Grade 6	\$195.00	\$199.68	\$204.67	\$208.97	\$213.36
Engineer Grade 5	\$162.00	\$165.89	\$170.04	\$173.61	\$177.26
Engineer Grade 4	\$153.00	\$156.67	\$160.59	\$163.96	\$167.40
Engineer Grade 3	\$136.00	\$139.26	\$142.75	\$145.75	\$148.81
Engineer Grades 2 and 1	\$126.00	\$129.02	\$132.25 3	\$135.03	\$137.87
CAD Designer	132.00	\$135.17	\$138.55	\$141.46	\$144.43
Technician Grade 4		\$102.40	\$104.96	\$107.16	\$109.41
Graphics	\$97.00	\$99.33	\$101.81	\$103.95	\$106.13
Contract and Project Administrator	\$120.00	\$122.88	\$125.95	\$128.59	\$131.29

AMENDMENT NO. 4 TO AGREEMENT A3626A

REVISED APPENDIX TWO FEES AND PAYMENTS

Classification/Staff	Hourly Rates Original Agreement (1/22/13 thru 1/21/14)	Hourly Rate (1/22/14 thru 1/21/15)	Hourly Rate (1/22/15 thru 1/21/16)	Hourly Rate (1/22/16 thru 1/21/17)	Current Hourly Rate (1/22/17 thru 1/21/18)
Administrative	\$84.00	\$86.02	\$88.17	\$90.02	\$91.91
Chief Estimator 3		\$225.00	\$230.63	\$235.47	\$240.41
Chief Estimator 2		\$200.00	\$205.00	\$209.31	\$213.71
Chief Estimator 1		\$156.00	\$159.90	\$163.26	\$166.69
Estimator Specialist		\$137.00	\$140.43	\$143.38	\$146.39
Estimator 2		\$130.00	\$133.25	\$136.05	\$138.91
Construction Specialist 1		\$85.00	\$87.13	\$88.96	\$90.83
Junior Estimator		\$65.00	\$66.63	\$90.02	\$91.91
SUBCONSULTANT(S)					
Geotechnical Consultants, Inc.					
Principal	\$224.03	\$229.41	\$235.14	\$240.08	\$245.12
Senior Geologist 3	\$139.89	\$208.59	\$213.80	\$218.29	\$222.87
Senior Engineer 3	\$198.20	\$202.96	\$208.03	\$212.40	\$216.86
Senior Engineer 2	\$180.23	\$184.56	\$189.17	\$193.14	\$197.20
Senior Engineer 1	\$154.26	\$157.96	\$161.94	\$165.31	\$168.78
Senior Geologist 1	\$139.89	\$143.25	\$146.83	\$149.91	\$153.06
Project Engineer	\$120.20	\$123.08	\$126.16	\$128.81	\$131.52
Project Geologist	\$95.96	\$98.26	\$100.72	\$102.84	\$105.00
Coordinator	\$84.79	\$86.82	\$89.00	\$90.87	\$92.78
Project Assistant	\$55.72	\$57.06	\$58.48	\$59.71	\$60.96
Hilts Consulting Group					
Principal		\$195.00	\$199.88	\$204.07	\$208.36
Senior Engineer		\$175.00	\$179.38	\$183.14	\$186.99
Project Draftsperson		\$110.00	\$112.75	\$115.12	\$117.54
Clerical		\$55.00	\$56.38	\$57.56	\$58.77
HKIT Architects					
Principal-in-Charge	\$165.38	\$169.35	\$173.58	\$177.23	\$180.95
Director of Design	\$137.83	\$141.14	\$144.67	\$147.71	\$150.81
Project Architect	\$131.81	\$134.97	\$138.35	\$141.26	\$144.23
Designer/CAD Operator	\$93.74	\$95.99	\$98.39	\$100.46	\$102.57
Administrative	\$80.50	\$82.43	\$84.49	\$86.26	\$88.07
Senior Project Designer	\$105.64	\$108.18	\$110.88	\$113.21	\$115.59
Admin. Assistant	\$80.07	\$82.43	\$84.49	\$86.26	\$88.07

AMENDMENT NO. 4 TO AGREEMENT A3626A

REVISED APPENDIX TWO FEES AND PAYMENTS

Classification/Staff	Hourly Rates Original Agreement (1/22/13 thru 1/21/14)	Hourly Rate (1/22/14 thru 1/21/15)	Hourly Rate (1/22/15 thru 1/21/16)	Hourly Rate (1/22/16 thru 1/21/17)	Current Hourly Rate (1/22/17 thru 1/21/18)
Specifications Writer	\$169.74	\$173.81	\$178.16	\$181.90	\$185.72
Illingworth & Rodkin, Inc.					
Senior Consultant	\$141.09	\$144.48	\$148.09	\$151.20	\$154.38
Senior Consultant	\$149.47	\$153.06	\$156.88	\$160.17	\$163.53
Senior Consultant	\$168.96	\$173.02	\$177.34	\$181.06	\$184.86
Senior Consultant	\$178.60	\$182.89	\$187.46	\$191.40	\$195.42
Senior Consultant	\$217.47	\$222.69	\$228.26	\$233.05	\$237.94
Senior Consultant		\$139.96	\$143.46	\$146.47	\$149.55
Staff Consultant	\$72.42	\$74.16	\$76.01	\$77.61	\$79.24
Staff Consultant	\$72.61	\$74.35	\$76.21	\$77.81	\$79.44
Staff Consultant	\$78.31	\$80.19	\$82.19	\$83.92	\$85.68
Staff Consultant	\$93.97	\$96.23	\$98.63	\$100.70	\$102.81
Financial Admin	\$130.91	\$134.05	\$137.40	\$140.29	\$143.24
Tech Support	\$40.71	\$41.69	\$42.73	\$43.63	\$44.55
Tech Support	\$70.46	\$72.15	\$73.95	\$75.50	\$77.09
Tech Support	\$95.00	\$97.28	\$99.71	\$101.80	\$103.94
Tech Support		\$53.32	\$54.65	\$55.80	\$56.97
JDH Corrosion Consultants, Inc.					
Project Manager	\$185.00	\$189.44	\$194.18	\$198.26	\$202.42
Asst. Project Manager	\$169.03	\$173.09	\$177.41	\$181.14	\$184.94
Project Engineer	\$90.13	\$92.29	\$94.60	\$96.59	\$98.62
Project Engineer	\$119.72	\$122.59	\$125.66	\$128.30	\$130.99
Project Engineer	\$131.85	\$135.01	\$138.39	\$141.30	\$144.27
Sr. Corrosion Tech.	\$119.72	\$103.42	\$125.66	\$128.30	\$130.99
Jr. Project Engineer	\$90.13	\$112.64	\$94.60	\$96.59	\$98.62
Corrosion Technician	\$101.00	\$103.42	\$106.01	\$108.24	\$110.51
Process Applications Inc.					
Engineer 1	\$202.65	\$207.51	\$212.70	\$217.17	\$221.73
Engineer 2	\$193.38	\$198.02	\$202.97	\$207.23	\$211.58
Computer Tech	\$87.75	\$89.86	\$92.10	\$94.03	\$96.00
Siegfried Engineering, Inc.					
Principal	\$229.16	\$234.66	\$240.53	\$245.58	\$250.74
Associate	\$206.66	\$211.62	\$216.91	\$221.47	\$226.12
Senior Engineer	\$110.06	\$112.70	\$115.52	\$117.95	\$120.43

AMENDMENT NO. 4 TO AGREEMENT A3626A

REVISED APPENDIX TWO FEES AND PAYMENTS

Classification/Staff	Hourly Rates Original Agreement (1/22/13 thru 1/21/14)	Hourly Rate (1/22/14 thru 1/21/15)	Hourly Rate (1/22/15 thru 1/21/16)	Hourly Rate (1/22/16 thru 1/21/17)	Current Hourly Rate (1/22/17 thru 1/21/18)
Landscape Architect	\$120.29	\$123.18	\$126.26	\$128.91	\$131.62
Senior Tech	\$103.81	\$106.30	\$108.96	\$111.25	\$113.59
Clerical	\$75.14	\$76.94	\$78.87	\$80.53	\$82.22
TJC and Associates, Inc.					
Engineer Level 10	\$213.00	\$218.11	\$223.56	\$228.25	\$233.04
Engineer Level 9 (E9)		\$201.06	\$206.09	\$210.42	\$214.84
Engineer Level 8 (E8)				\$201.49	\$205.72
Engineer Level 7 (E7)	\$179.70	\$184.01	\$188.61	\$192.57	\$196.61
Engineer Level 6 (E6)	\$177.80	\$182.07	\$186.62	\$190.54	\$194.54
Engineer Level 5 (E5)	\$147.20	\$150.73	\$154.50	\$157.74	\$161.05
Engineer Level 4 (E4)	\$136.60	\$139.88	\$143.38	\$146.39	\$149.46
Engineer Level 3 (E3)	\$119.20	\$122.06	\$125.11	\$135.60	\$138.45
Engineer Level 2 (E2)		\$119.25	\$119.07	\$124.80	\$127.42
Engineer Level 1 (E1)	\$101.90			\$109.20	\$111.49
Drafting Level 6 (C6)				\$112.82	\$115.19
Drafting Level 5 (C5)		\$96.87	\$99.29	\$101.38	\$103.51
Drafting Level 4 (C4)				\$92.91	\$94.86
Drafting Level 3 (C3)		\$80.69	\$82.71	\$84.45	\$86.22
Drafting Level 2 (C2)		\$79.05	\$81.03	\$82.73	\$84.47
Administrative Level 7 (A7)				\$88.13	\$89.98
Administrative Level 6 (A6)	\$69.00	\$70.66	\$72.42	\$73.94	\$75.49
Administrative Level 5 (A5)				\$61.62	\$62.91
Administrative Level 4 (A4)		\$47.10	\$48.28	\$49.29	\$50.33

- C. Upon the written approval of the District's Assistant 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.
- D. Upon the written approval of the District's Assistant 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

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REVISED APPENDIX TWO FEES AND PAYMENTS

reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.

- E. 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.
- F. 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.
- G. Expenses incurred by the Consultant for subconsultants providing professional services and for subcontractors, including lab services, will be reimbursed at actual cost plus 5 percent. Consultant shall provide invoices for all lab services regardless of cost.
- H. 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 linked to each Agreement Task, as approved by the District's Project Manager.
- I. 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.
- J. 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:
 - 1. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.
 - 2. Direct charges by Scope of Service Task.
 - 3. Consultant's summary of the amount Consultant has been billed by their subconsultants and subcontractors and further detailed by Scope of Service Task.

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REVISED APPENDIX TWO FEES AND PAYMENTS

4. Direct charges must reflect actual fees versus the Agreement not to exceed fees in this Revised Appendix Two.
- K. 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.
- L. 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.
- M. 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.
- N. Prevailing Wages
 1. 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.
 2. 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.
 3. 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.
 4. 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.
 5. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request,

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REVISED APPENDIX TWO FEES AND PAYMENTS

the 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.

6. 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.
- O. 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.
- P. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.
- Q. 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 percent 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.

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REVISED APPENDIX THREE SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of the Standard Consultant Agreement portion of this Agreement. The term of this Agreement expires September 30, 2021, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
2. Consultant will commence Tasks listed in Appendix One and Revised Appendix One of this Agreement upon receipt of the Notice-to-Proceed (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 the Standard Consultant Agreement portion of this Agreement, Section VII. DELAYS AND EXTENSIONS.
6. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as a written administrative modification to the Agreement and such approval will be confirmed in writing.

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AMENDMENT NO. 4 TO AGREEMENT A3626A**REVISED APPENDIX THREE
SCHEDULE OF COMPLETION****PROJECT SCHEDULE**

Task	Description	Completion Date
1	Project Management Services	Completed
2	Design Issue Resolution, Data Collection and Investigations	Completed
3	Prepare Basis of Design Report	Completed
4	Environmental Impact Report	Completed
5	Design Documentation Preparation	Completed
6	Constructability Review and Risk Management Strategy	Completed
7	Bid and Award Services	Completed
8	Public Outreach Assistance	Completed
9	Supplementary Services During Construction	Completed
10	Project Management Services During Construction	Term of Agreement
11	Submittal Review	Term of Agreement
12	Requests for Information Responses	Term of Agreement
13	Change Order Assistance	Term of Agreement
14	Schedule Review and Analysis	Term of Agreement
15	Engineering Site Support	Term of Agreement
16	Training Services	Term of Agreement
17	System Testing and Start-up Services	Term of Agreement
18	Supplemental Services During Construction	Term of Agreement

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