

**AMENDMENT NO. 2 TO AGREEMENT A3768A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND HDR ENGINEERING, INC.**

This Amendment No. 2 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement No. A3768A (Agreement) dated September 9, 2014, as amended by Amendment No.1 dated December 21, 2016, between SANTA CLARA VALLEY WATER DISTRICT (District) and HDR ENGINEERING, INC. (Consultant), collectively, the Parties.

WHEREAS, Consultant is currently performing professional construction management services for the District's Rinconada Water Treatment Plant (RWTP) Reliability Improvement Project (Project); and

WHEREAS, the Agreement currently expires on September 30, 2017; and

WHEREAS, the Parties desire to amend the Agreement to update certain contact information for Consultant's key staff and subconsultants; and

WHEREAS, the Parties desire to amend the Agreement to correct a typographical error stated in the Not-to-Exceed (NTE) amount and to increase the NTE to provide funds for Consultant to perform additional construction management services during Project construction; and

WHEREAS, the Parties desire to amend Appendix Three, Schedule of Completion, to modify the Project Schedule and to extend the term of the Agreement commensurate with completion of Project construction.

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

1. Revised Attachment One to Revised Appendix One, Consultant's Key Staff and Subconsultants, is amended as stated in Revised Attachment One to Revised Appendix One, Consultant's Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.
2. Attachment Three to Revised Appendix One, Task Order Template, is revised as stated in Revised Attachment Three to Revised Appendix One, Task Order Template, attached hereto and incorporated herein by this reference.
3. Revised Appendix Two, Fees and Payments, is amended to correct a typographical error in the Agreement Not-to-Exceed amount from \$9,120,067 to \$9,120,068, and revised as stated in Revised Appendix Two, Fees and Payments, attached hereto and incorporated herein by this reference.
4. Appendix Three, Schedule of Completion, is amended to revise the Project Schedule and extend the term of the Agreement as stated in Revised Appendix Three, Schedule of Completion, attached hereto and incorporated herein by this reference.

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AND HDR ENGINEERING, INC.**

5. All other terms and conditions of Agreement A3768A and Amendment No.1, not amended as stated herein, remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 2 TO AGREEMENT NO. A3768A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

HDR ENGINEERING, INC.
"Consultant"

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

By: _____
Holly Kennedy, P.E.
Vice President

Date: _____

Date: _____

ATTEST:

Firm Address:

Michele L. King, CMC
Clerk/Board of Directors

100 Pringle Avenue, Suite 400
Walnut Creek, CA 94596

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/Title	Contact Information
Roger Hatton	Construction Manager	100 Pringle Ave., Suite 400 Walnut Creek, CA 94596 Roger.Hatton@hdrinc.com 714-253-6902
Tom Richardson	Field Contract Administrator	100 Pringle Ave., Suite 400 Walnut Creek, CA 94596 Tom.Richardson@hdrinc.com 415-725-2478
Bernie Mark	Sr. Office Engineer	100 Pringle Ave., Suite 400 Walnut Creek, CA 94596 Bernie.Mark@hdrinc.com 415-595-5893
Mitch Kyotani	Office Engineer	100 Pringle Ave., Suite 400 Walnut Creek, CA 94596 Mitchell.Kyotani@hdrinc.com 925-588-9767
Richard Huffman	Lead Inspector	100 Pringle Ave., Suite 400 Walnut Creek, CA 94596 Richard.Huffman@hdrinc.com 805-794-6526
Ali Hasan	Scheduler	100 Pringle Ave., Suite 400 Walnut Creek, CA 94596 Ali.Hasan@hdrinc.com 925-974-2611

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

2. If necessary and appropriate, Consultant will employ subconsultants it deems appropriate to the complexity and nature of the required Services. All subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain District's approval of all subconsultants. Upon District's request, Consultant must provide copies of all 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	Contact Information
DCMS	Estimating/ Risk Management	Sherman Honeycutt Sherman.honeycutt@design-cm.com 244 California Street, Suite 501 San Francisco, CA 94111 415-503-0848
DCMS	Civil Inspector	Bob Joakimson rxjoakimson@yahoo.com 244 California Street, Suite 501 San Francisco, CA 94111 415-503-0848
CPM	Civil Inspector	Dave Cusack dcusack@cpmservices.com 65 McCoppin Street San Francisco, CA 94103 415-543-6515
CPM	Electrical Inspector	Roger Johnson rjohnson@cpmservices.com 65 McCoppin Street San Francisco, CA 94103 669-223-9504
A3GEO	Geotechnical Inspector	Dona Mann dona@a3deo.com 1331 Seventh Street, Unit E Berkeley, CA 94710 510-705-1664

AMENDMENT NO. 2 TO AGREEMENT A3768A**REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Firm	Project Role	Contact Information
Safework	Safety Oversight	James Hale Jim.hale@safeworkinc.com 1104 Corporate Way Sacramento, CA 95831 916-361-7900
APC International	Operations Support	Ken Baker Kenbaker.apc@gmail.com 396 Industrial Street. Campbell, CA 95008 408-583-0510
BAGG	Materials Testing	Ebbi Hamidieh ebbi@bayareageotechnical.com 847 W. Maude Ave. Sunnyvale, CA 94085 650-852-9133
Andregg Geomatics	Surveying	Mark Bardakjian mbardakjian@andregg.com 11661 Blocker Drive, Suite 200 Auburn, CA 95603 800-400-7072
EXARO Technologies	Specialty Utility Locates	Arthur Servin ase@exarotec.com 1831 Bayshore Highway Burlingame, CA 94010 415-756-5538
GeoWing Mapping Inc.	Aerial Photography	Angela Kim angela@geowingmapping.com 460 Boulevard Way, Suite 10 Oakland, CA 94610 510-350-7744
Katz & Associates	Neighborhood Communications	Maureen Barry mbarry@katzandassociates@com 1161 Mission Street, Suite 511 San Francisco, CA 94103 628-220-2579

4. Consultant Key Staff and Subconsultants

- A. Consultant's key staff and subconsultants assigned to perform Services are identified in this Revised Attachment One to Revised Appendix One, Scope of Services.

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

- B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District for concurrence.
- C. Consultant may utilize subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.
 - 1. Consultant must obtain the District's approval of all subconsultants. Upon the District's request, Consultant must provide copies of all subconsultant agreements.
 - 2. Consultant must require its delegates or subconsultants to agree, in writing, to adhere to terms and conditions of this Agreement.
- D. Any delegation or use of subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.
- E. If any of Consultant's designated key staff persons or subconsultants fail to perform to the satisfaction of the District, on written notice from the District, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.
- F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.
- G. 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.
- H. Consultants Subconsultants
 - 1. 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.
 - 2. The District's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same scope) or a new Subconsultant is added (to perform new scope), provided the firm complies with all insurance requirements established by the District for such work; such approval will be confirmed in writing.

AMENDMENT NO. 2 TO AGREEMENT A3768A

**REVISED ATTACHMENT THREE TO THE 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 VI. 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.
 - 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 will become effective on the date of signature by authorized representatives of both the District and the Consultant, , and remain in effect until the earlier of: completion of the tasks set forth in Attachment A or {enter expected completion date}.
5. Copies of applicable state and federal permits required to complete the work in Attachment A are attached to this Task Order, unless the Consultant Construction Manager 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. 2 TO AGREEMENT A3768A

**REVISED ATTACHMENT THREE TO THE 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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AMENDMENT NO. 2 TO AGREEMENT A3768A

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 Revised Appendix Two. Payments made by the District to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, subconsultant(s), and equipment including reimbursable, travel, and per diem expenses incurred by the Consultant to complete the 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 \$33,366,676 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.

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AMENDMENT NO. 2 TO AGREEMENT A3768A**REVISED APPENDIX TWO
FEES AND PAYMENTS****COST BREAKDOWN**

Task	Description	Original Total NTE Fees	Amendment No. 1 NTE Fee	Amendment No. 2 NTE Fee	Revised Total NTE Fee
1	Project Management and Coordination	\$522,837	N/A	\$1,824,441	\$2,347,278
2	Pre-Construction Services	\$223,227	N/A	\$ 0	\$233,227
3	Construction Management	\$2,655,935	N/A	\$ 8,230,584	\$10,886,519
4	Inspections, Special(ty) Inspections	\$3,285,167	N/A	\$7,622,723	\$10,907,890
5	Safety Management	\$208,496	N/A	\$ 101,253	\$309,749
6	Training, Testing, Start-Up and Commissioning	\$974,803	N/A	\$ 2,862,423	\$3,837,226
7	Neighborhood Communications	\$113,600	N/A	\$ 606,711	\$720,311
8	Partnering, Claims, and Disputes Management	\$231,231	N/A	\$ 401,806	\$633,037
9	Acceptance and Close- Out	\$75,675	N/A	\$ 236,347	\$312,022
10	Supplemental Services	\$829,097	N/A	\$ 2,360,320	\$3,189,417
Total Not-to-Exceed Amount		\$9,120,068	N/A	\$24,246,608	\$33,366,676

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REVISED APPENDIX TWO FEES AND PAYMENTS

IV. TERMS AND CONDITIONS

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

- 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’s Water Utility Deputy Operating Officer.

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AMENDMENT NO. 2 TO AGREEMENT A3768A**REVISED APPENDIX TWO
FEES AND PAYMENTS****HOURLY AND UNIT RATE SCHEDULE**

Classification/Staff	Hourly Rates Original Agreement 09/2014 through 09/2015	Hourly Rates Effective 09/2015 through 09/2016	Hourly Rates Effective 09/2016 through 09/2017	Hourly Rates Effective 09/2017 through 09/2018
PRIME – HDR				
Principal in Charge	\$287.80	\$295.00	\$299.72	\$307.21
Construction Manager	\$244.73	\$250.85	\$254.86	\$261.23
Constructability Review Advisor	\$265.92	\$272.57	\$276.93	\$283.85
Constructability Review Advisor	\$117.67	\$120.61	\$122.54	\$125.60
Constructability Review Advisor	\$187.09	\$191.77	\$194.84	\$199.71
Constructability Review Advisor	\$192.95	\$197.77	\$200.94	\$205.96
Sr. Office Engineer	\$204.20	\$209.31	\$212.66	\$217.97
Office Engineer	\$156.51	\$160.42	\$162.99	\$167.06
I&C Liaison / Elec. Engineer			\$199.30	\$204.28
Scheduler	\$229.27	\$235.00	\$238.76	\$244.73
Safety Trainer	\$118.32	\$121.28	\$123.22	\$126.30
Lead Inspector	\$174.20	\$178.56	\$181.41	\$185.95

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**REVISED APPENDIX TWO
FEES AND PAYMENTS**

Classification/Staff	Hourly Rates Original Agreement 09/2014 through 09/2015	Hourly Rate Effective 09/2015 through 09/2016	Hourly Rate Effective 09/2016 through 09/2017	Hourly Rate Effective 09/2017 through 09/2018
Electrical Inspector	\$146.21	\$149.87	\$152.57	\$156.38
Mechanical Inspector	\$189.27	\$194.00	\$197.10	\$202.03
Instrumentation Inspector	\$148.27	\$152.00	\$154.43	158.29
I&C/SCADA Inspector	\$129.44	\$132.68	\$134.80	\$138.17
Training, Testing, Startup Manager	\$174.93	\$179.30	\$182.17	\$186.72
Operations Specialist	\$200.60	\$205.62	\$208.91	\$214.13
Assistant Office Engineer	\$107.88	\$110.58	\$112.35	\$115.15
Administration/Document Control Specialist	\$89.34	\$91.57	\$93.04	\$95.36
Project Controller	\$119.99	\$122.99	\$124.96	\$128.08
Office Engineer			\$134.80	\$138.17
Admin Support				\$112.65
Field Contract Administrator				\$197.35
Sr. PLC/SCADA Des Supp				\$281.88
PLC/SCADA Design Supp				\$238.83
Sr. PLC/SCADA Field				\$165.24
PLC/SCADA Field				\$116.56

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**REVISED APPENDIX TWO
FEES AND PAYMENTS**

Classification/Staff	Hourly Rates Original Agreement 09/2014 through 09/2015	Hourly Rate Effective 09/2015 through 09/2016	Hourly Rate Effective 09/2016 through 09/2017	Hourly Rate Effective 09/2017 through 09/2018
Post Construction Transition				\$236.84
Asset Management Manager				\$263.72
Asset Management Analyst				\$232.25
Asset Management Programmer				\$207.66
eO&M Trainer				\$241.39
eO&M Maximo Excel Supp				\$168.12
Task Lead/Strategic Planner				\$218.10
Strategic Planner				\$264.56
CAD/BIMM				\$190.30
GIS				\$136.12
Sr. Asset Management/Benchmarking				\$276.29
Management Optimization				\$223.66
SUBCONSULTANT - DCMS				
Constructability Review Advisor	\$216.00	\$221.40	\$224.94	\$230.56
Civil/Pipeline Inspector	\$175.50	\$179.89	\$182.77	\$187.34

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**REVISED APPENDIX TWO
FEES AND PAYMENTS**

Classification/Staff	Hourly Rates Original Agreement 09/2014 through 09/2015	Hourly Rate Effective 09/2015 through 09/2016	Hourly Rate Effective 09/2016 through 09/2017	Hourly Rate Effective 09/2017 through 09/2018
Project Coord. Specialist				\$168.12
SUBCONSULTANT - CPM				
Civil/Concrete Inspector	\$136.80	\$140.22	\$142.46	\$146.02
Mechanical Inspector	\$162.47	\$166.53	\$169.19	\$173.42
SUBCONSULTANT - A3Geo				
Geotechnical Inspector	\$190.00	\$194.75	\$197.87	\$202.81
SUBCONSULTANT - Safework				
Safety Oversight	\$129.69	\$133.21	\$135.34	\$138.72
SUBCONSULTANT - APCI				
Operations Specialist	\$117.00	\$119.93	\$121.85	\$124.89
Operations Support	\$125.00	\$128.13	\$130.18	\$133.43
Start up Specialist				\$137.38
SUBCONSULTANT - JHC				
Shutdown Coordinator	\$165.00	\$169.13	\$171.84	\$176.13

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FEES AND PAYMENTS**

SUBCONSULTANT - GLA				
Partnering Facilitator	\$190.00	\$194.75	\$197.87	\$202.81
Administrative Support	\$100.00	\$102.50	\$104.14	\$106.74
SUBCONSULTANT - Katz & Assoc.				
Public Outreach PIC			\$225.00	\$230.63
Public Outreach Project Manager	\$180.00	\$184.50	\$187.45	\$192.13
Public Outreach Assistant Project Manager	\$150.00	\$153.75	\$156.21	\$160.11
Project Support	\$90.00	\$92.25	\$93.73	\$96.07
Graphic Design	\$85.00	\$87.13	\$88.52	\$90.73
SUBCONSULTANT - Andregg				
Survey Project Manager	\$155.00	\$158.88	\$161.42	\$165.45
Project Surveyor	\$145.00	\$148.63	\$151.01	\$154.78
Instrument Person	\$100.00	\$102.51	\$104.14	\$106.74
2-Person Field Crew	\$245.00	\$251.13	\$255.15	\$261.53
SUBCONSULTANT - BAGG				
Certified Welding Inspector				\$140.00
Anchor/Epoxy Inspector				\$140.00
Lab Technician - Testing	\$120.00	\$123.00	\$124.97	\$128.09
Lab Technician - Testing	\$120.00	\$123.00	\$124.97	\$128.09

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REVISED APPENDIX TWO FEES AND PAYMENTS

SUBCONSULTANT - EXARO Technologies				
Ground Penetrating Radar Utility Locating			Task Order – T & M Basis	Task Order – T & M Basis
SUBCONSULTANT - GeoWing Mapping				
Aerial Photography Flight	\$500 ea			\$512.5 ea
Video E-File	\$100 ea			\$102.5 ea

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

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REVISED APPENDIX TWO FEES AND PAYMENTS

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:
 - a. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.
 - b. Direct charges by Scope of Service Task.
 - c. Consultant's summary of the amount Consultant has been billed by their subconsultants and subcontractors and further detailed by Scope of Service Task.
 - d. 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.

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REVISED APPENDIX TWO FEES AND PAYMENTS

- 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, 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.

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**REVISED APPENDIX TWO
FEES AND PAYMENTS**

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% 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. 2 TO AGREEMENT A3768A

REVISED APPENDIX THREE SCHEDULE OF COMPLETION

PROJECT SCHEDULE

Task	Description	Duration in Months From NTP
1	Project Management Coordination	Term of Agreement
2	Preconstruction Services	Completed
3	Construction Management	Term of Agreement
4	Inspections. Special(ty)Inspections	Term of Agreement
5	Safety Management	Term of Agreement
6	Training, Testing, Start-Up and Commissioning	Term of Agreement
7	Neighborhood Communications	Term of Agreement
8	Partnering, Claims, and Disputes Management	Term of Agreement
9	Acceptance and Close-Out	Term of Agreement
10	Supplemental Services	Term of Agreement

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