

**AMENDMENT NO. 1 TO AGREEMENT A3867A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND SIEGFRIED ENGINEERING, INC.**

This Amendment No. 1 ("Amendment"), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A3867A ("Agreement") dated June 23, 2015 between SANTA CLARA VALLEY WATER DISTRICT hereinafter called ("District") and SIEGFRIED ENGINEERING, INC., hereinafter called ("Consultant"), collectively, the "Parties."

WHEREAS, Consultant is Engineer-of-Record and currently performing design engineering and environmental services for the District's Coyote Warehouse Project (Project); and

WHEREAS, the Parties desire to amend the Agreement for Consultant to perform engineering services during construction of the Project; and

WHEREAS, the Agreement currently expires on **September 9, 2017**; and,

WHEREAS, The Parties desire to amend the Agreement to extend its term; increase the Agreement total not-to-exceed amount to provide for the additional engineering services; and to modify the schedule for Consultant's performance in consideration of the added scope.

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

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

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

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

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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.

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 modified 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. Appendix One, Scope of Services, is amended as set forth in the attached Revised Appendix One, Scope of Services, and incorporated herein by this reference.
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.
5. Attachment Two to Revised Appendix One, Dispute Resolution, is amended as set forth in the attached Revised Attachment Two to Revised Appendix Two, 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 Six, to Revised Appendix One, Quality and Environmental Management System (QEMS) Fact Sheet, is amended as set forth in the attached Revised Attachment Six to Revised Appendix One, Quality and Environmental Management System (QEMS) Fact Sheet, and incorporated herein by this reference.

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8. Appendix Two, Fees and Payments, is amended to revise the Agreement Total Not-to-Exceed Amount payable to Consultant to perform engineering 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. 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 A3867A, not amended herein, remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT #A3867A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

SIEGFRIED ENGINEERING, INC.
"Consultant"

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

By: _____
Paul J. Schneider, P.E.
Vice President

Date: _____

Date: _____

ATTEST:

Firm Address:
3244 Brookside Road, Suite 100
Stockton, CA 95219

Michele L. King, CMC
Clerk/Board of Directors

Date: _____

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REVISED APPENDIX ONE SCOPE OF SERVICES

This Revised Appendix One describes the professional engineering services to be undertaken by Consultant, as the Engineer-of-Record, during construction of the Coyote Warehouse Project (Project) on behalf of the District.

I. PROJECT OVERVIEW (UNCHANGED)

II. PROJECT OBJECTIVES (REVISED)

The Scope of Services in this Revised Appendix One is based on the following additional outcome:

- D. Provide engineering services during construction.

III. GENERAL SCOPE OF SERVICES (REVISED)

- A. Consultant will provide design and environmental services for a storage facility, which will store and protect all Water Utility pipeline construction parts and materials, including valves, gaskets, pumps, hoses, disinfection equipment, electrical & control systems supplies, and any other components that are used for the maintenance and operation of pipelines against harmful weather conditions. Specifically, the Consultant is responsible for assisting the District in securing agency permits, preparing engineering design documents, providing support during the bidding process, and performing engineering services during construction as identified in the Scope of Services, Revised Appendix One.

IV. GENERAL ASSUMPTIONS AND REQUIREMENTS (REVISED)

The Scope of Services in this Revised Appendix One is based on the following additional general assumptions and requirements:

- K. The not-to-exceed fee for engineering support services during construction is based upon the District providing on-site construction management (Construction Manager) for contract administration, coordination, materials testing, inspection, and technical construction representation throughout the entire estimated construction period. The fee for providing engineering services during construction service is also based upon the Construction Manager's use of a web-based construction management database system with access available to Consultant to allow a singular location for documentation.
- L. The duration of the active construction phase of the Project is estimated to be fourteen (14) months (beginning January 1, 2018 and being complete on March 30, 2019). The term of this Agreement will expire as stated in Revised Appendix Three.
- M. In the event the construction contract is extended beyond its baseline duration, the Parties intend to extend the Project Schedule and, if necessary, the term of this Agreement by written amendment to this Agreement.

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V. PROJECT TASKS (REVISED)

The following tasks and subtasks have been revised or added as noted, to the Agreement by this Revised Appendix One.

B. There are 10 major tasks in the planning, design, environmental and construction phases which include:

1. Task 1—Project Management (unchanged)
2. Task 2—Programming (unchanged)
3. Task 3—Plans and Specifications (unchanged)
4. Task 4—Environmental Services (unchanged)
5. Task 5—Bid and Award Services (unchanged)
6. Task 6—Supplemental Services (unchanged)
7. Task 7—Project Management Services during Construction (New)
8. Task 8—Engineering Review (New)
9. Task 9—Engineering Site Support (New)
10. Task 10—Supplemental Services during Construction (New)

A detailed description of each task is included below along with the task objectives and desired outcomes, approach, assumptions, tools used in executing the task, and a list of deliverables.

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TASK 1—PROJECT MANAGEMENT (UNCHANGED)

TASK 2—PROGRAMMING (UNCHANGED)

TASK 3—PLANS AND SPECIFICATIONS (UNCHANGED)

TASK 4—ENVIRONMENTAL SERVICES (UNCHANGED)

TASK 5—BID AND AWARD SERVICES(UNCHANGED)

TASK 6—SUPPLEMENTAL SERVICES(UNCHANGED)

The following new tasks have been added as follows:

**TASK 7—PROJECT MANAGEMENT SERVICES DURING CONSTRUCTION—
PROJECT MANAGEMENT**

Objectives and Desired Outcomes:

The purpose of Task 7 is to manage services such that the services are completed within the not-to-exceed fee limit stated in Revised Appendix Two, Fees and Payments, and in accordance with the schedule for performance as stated in Revised Appendix Three, Schedule of Completion, and such that all services and deliverables by the Consultant meet these Scope of Services requirements.

Approach:

1. Consultant will manage the efforts of the Consultant's and subconsultants' staff.
2. The Project will be advertised and awarded by the District as one bid package under the project name Coyote Warehouse Project (Project).

7.1—Monthly Invoices and Progress Reports

1. Consultant will monitor and manage its expenditures, schedule, and progress, including maintaining an efficient, effective document tracking system for requests for information (RFIs), submittals, and change orders. This tracking will be completed using EADOC which is a web-based construction management application hosted by EADOC LLC. The implementation of EADOC for this Project will be paid for by the District and will be made available to Consultant during the term of this Agreement.

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2. Consultant will prepare the following documents:
 - a. Monthly Progress Reports: Provide progress reports of the Consultant's activities with the Consultant's invoice. The purpose of the progress report is to record the work completed and document the execution of the Tasks described in this Scope of Services. It allows the District to evaluate the Consultant's progress and performance in completing the services. Each monthly progress report will include:
 - (1) A summary of performed tasks and deliverables to-date, including discussion of actual versus planned progress;
 - (2) Explanation(s) of significant variances in percentage of work to be completed compared to percentage of fees remaining for each task;
 - (3) A statement that all Scope of Services tasks will be completed within the agreed upon not-to-exceed compensation amounts set forth in Revised Appendix Two;
 - (4) A statement that progress towards completion of the services is on schedule to be completed within the time line set forth in the Project Schedule detailed in Revised Appendix Three—Schedule of Completion, or if completion of the services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of such measures;
 - (5) For any proposed change to this Scope of Services, provide the supporting rationale for such change;
 - (6) Level of Small Business Enterprise (SBE) participation; and
 - (7) Any changes in Consultant staff.

Assumptions:

1. A progress report will not be prepared by Consultant for any month for which no invoice will be submitted due to low levels of activity, as determined by the District.
2. Anticipated number of invoices and progress reports (one per month):
 - a. Subtask 7.1—Project construction duration will be fourteen (14) months.

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7.2—Meetings

Approach:

1. Consultant will identify construction phase events where the presence of the Consultant in the field is appropriate.
2. Consultant will coordinate its work with the District's construction management team, including the scheduling of meeting attendance, site observations, and deliverables.
3. If requested by the District's Project Manager or by Consultant with District's approval, Consultant will attend progress meetings with construction Contractor, meetings with construction Contractor and its subcontractors/suppliers, and technical meetings and workshops, and make site visits. Meetings, sessions, and workshops will occur at the District's headquarters or the Contractor's facilities at the Coyote Pumping Plant, or elsewhere as directed by District.

Assumptions:

1. Meetings will be held weekly during the active construction duration. It is anticipated that meetings will be held either at the Project site or District Headquarters in San Jose, California, but could be elsewhere, at District's direction. The weekly meetings are expected to be conducted via telephone conference call, at District's sole discretion. Duration of each meeting is assumed to be two (2) hours. These meetings may or may not be attended by the Contractor. "Active construction duration" means the duration that the Contractor is actively working on site.
 - a. Subtask 7.2—active Project construction duration will be fourteen (14) months.
 - b. Summary of meeting discussions will be provided by e-mail by the Consultant.
 - c. Meetings will be attended by the Consultant's Project Manager or their representative and representatives of other disciplines within the Consultant's firm and subconsultants as needed and appropriate, up to 208 hours.
2. Attendance by up to four (4) persons at the preconstruction meeting.
3. Attendance by up to three (3) persons at all other meetings.

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7.3—Decision Log

Approach:

1. Decision Log: The Consultant will maintain a record of all significant decisions made during the course of the Project related to the design elements. For each decision, the log will include the date(s), key factors discussed, and decision made. The decision log shall be updated monthly by the Consultant on an as-needed basis. The Construction Manager will maintain a complete record of all decisions related to the Project construction.

Assumptions:

1. Decision log will be recorded in a spreadsheet.
2. The not-to-exceed fees for this task is based upon the following:
 - a. Subtask 7.3—The decision log will require 60 hours of labor.

Deliverables:

1. Monthly Progress Reports, monthly or less frequently as required by District Project Manager; sent to District by e-mail.
2. Decision log, monthly or less frequently as required by District's Project Manager; sent to District by e-mail.
3. Meetings and summary of meetings, monthly or less frequently as required by District Project Manager; sent to District by e-mail.

TASK 8—ENGINEERING REVIEW

Objectives and Desired Outcomes:

Consultant will review, at the request of the District's Project Manager, the construction Contractor's engineering submittals, respond to the Contractor's requests for information (RFIs), prepare changes to the construction contract documents, review potential change orders, maintain a set of record drawings based upon information available to Consultant, review construction schedules, support dispute resolution, and be an integral part of a collaborative team to support the successful completion of the Project. This Task 8 includes the subtasks below.

Approach:

1. Consultant will notify District in writing (via email) after the completion of the review of a submittal or RFI if it may lead to a potential change order.

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2. All actions required pursuant to this Task 8 will be performed in a reasonable and timely fashion by Consultant so as not to delay construction activities. The reasonable and timely fashion shall be as described in the approach for each subtask to Task 8.

8.1—Submittal Review

Approach:

Pursuant to this Subtask 8.1, Consultant will review the products, materials, operations and maintenance (O&M) manuals, and design submittals provided by the construction Contractor.

1. Consultant's submittal review(s) will determine if the items covered by the submittal conform to the requirements of the construction Contract Documents.
2. Consultant's submittal review and approval will not extend to means, methods, techniques, sequence or procedure of construction except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the construction Contract Documents, or to safety precautions or programs.
3. Consultant will provide a written summary memorandum of comments rather than annotate copies of submittal wherever possible. When annotations are required due to the format of the submittals, they will be made on only one set of the submittals. If the physical size of the submittal is 11 by 17 inches or less, these annotated copies will be scanned and returned in Adobe PDF format. Otherwise, one annotated paper copy will be returned to the District.
4. Consultant must review, respond, and return all construction Contractors' submittals as promptly as possible, but in no case later than ten (10) working days from receipt of the submittals from District's Project Manager unless otherwise agreed to by District's Project Manager. In no case shall the Consultant, respond, and return any single submittal later than seventeen (17) calendar days from receipt of the submittal unless otherwise agreed to by District's Project Manager.
5. Consultant must review all submittals and advise District's Project Manager within five (5) working days from receipt of the submittals if submittals are incomplete or unacceptable.
6. If the Consultant's submittal review comments result in changes to the requirements of the construction Contract Documents, Consultant must state in its submittal response transmittal that a Change Order request may be necessary and immediately notify District's Project Manager by email of the possibility of issuing a Change Order request, including possible consequences if change is not authorized.

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7. Each submittal reviewed and returned must be dated and provided with an appropriate action. The action review classifications will be per the Standard Provisions Article 7.06 Submittal Review Procedures of the construction Contract Documents.
8. The Consultant's receipt date, submittal identification number, response date, and review action will be logged and tracked by Consultant.
9. Consultant will review construction Contractor's substitution requests submitted as part of Task 10—Supplemental Services during Construction, as requested by the District.

Assumptions:

1. As the basis for this subtask's compensation not-to-exceed amount, it is assumed that the total number of construction submittals is 60 and half of the submittals will require a second review. The total number of submittals is assumed to be 90 reviewed by Consultant.
 - a. Subtask 8.1—90 submittals for the Project.
2. The District will require the construction Contractor to transmit Adobe PDF files for submittals fifty (50) pages or less in length; larger submittals or submittals with 11 by 17 inches or larger drawings will be provided in paper form to the District and Consultant.
3. Consultant will not need to print copies of submittals for return to the construction Contractor.
4. District staff will review construction Contractor progress payments, certified payroll, the Contractor's small business participation, temporary facilities (e.g., jobsite trailers), permits, construction schedule edits due to changes or claims, training agenda, and contractual issue submittals not specifically included in this Revised Appendix One, Scope of Services.
5. The District will assign the submittal and re-submittal numbers for tracking purposes and use by Consultant.
6. Consultant will not need to coordinate, review, or consolidate review comments provided by third parties other than its subconsultants.
7. In case "pre-submittal," submittal review workshop, or similar meetings are either specified in the construction Contract Documents or requested by District's Project Manager, this work will be completed under Task 9—Engineering Site Support until it exceeds the efforts estimated in that task. Additional meetings may be required and will be performed through Task 10—Supplemental Services during Construction.

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8. Shoring designs, dewatering plans, stormwater pollution prevention plans, and similar construction Contractor-prepared submittals will only be checked to determine if the construction Contractor uses the specified design criteria. Consultant is not required to review construction Contractor's professional engineer's stamped engineering calculations. Consultant or District will not need to review formwork, temporary supports, or other construction means and methods designs.
9. Shoring submittals will be reviewed to determine if they are consistent with the design drawings and specifications with regards to shoring restrictions.
10. No special software or licensing will be required to be provided by the Consultant to receive or respond to submittals. EADOC will be the primary means of Project information submission and management. The District will make it available to Consultant personnel at no cost to the Consultant.

Deliverables:

See below after Subtask 8.4.

8.2—Requests for Information (RFI)

Approach:

During the construction period, the construction Contractor will submit RFIs to the District pertaining to a variety of topics, including, but not limited to, requesting clarification, additional information or guidance concerning some aspects of the construction Contract Documents prepared by the Consultant, unforeseen site conditions, construction error correction, or to propose alternatives or value-engineering proposals to the construction Contract documents. RFIs related to Project design can also originate from District, regulators, and other entities.

1. The Consultant must provide the District's Project Manager with written responses to RFIs, except for those related to substitutions, within an average of five (5) working days unless otherwise agreed between Consultant and the District's Project Manager. If Consultant requires longer than five (5) working days to provide a written response, Consultant shall notify the District's Project Manager within two (2) working days of the time frame necessary for response.
2. Consultant must provide the District's Project Manager written responses to request for equipment substitutions within an average of fifteen (15) working days after receipt of complete information.
3. In preparing its response to any RFI, Consultant will evaluate whether the response will result in changes to the requirements of the construction Contract Documents. If the Consultant's response to an RFI will change the requirements of the construction Contract Documents, Consultant must:

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- a. State in writing with Consultant's response to the RFI that the response to the RFI results in changes to the requirements of the Construction Documents.
 - b. Promptly notify the District's Project Manager that the Consultant's response to the RFI results in a change to the requirements of the Construction Documents.
 - c. Notify the District's Project Manager in writing of the conceptual construction cost opinion and/or schedule impact of the change and identify consequences if the change is not made.
 - d. All new drawings and new technical specifications issued as part of a RFI response must be signed and stamped by an engineer or architect registered in the State of California.
4. Upon the District's Project Manager's request, Consultant will assist the District's Project Manager in ascertaining adjustment in the Construction Documents contract time or construction contract sum resulting from Construction Documents modifications based on Consultant's response to a RFI.
 5. Consultant will invoice District for actual costs incurred unless the RFI was due to negligent errors or omissions (in accordance with the accepted practices and standards of Consultant's profession) on the part of Consultant, in which case there will be no cost to the District. Consultant will be paid for the actual costs incurred to review and respond to RFIs unless the question of the RFI is clearly and exclusively due to the negligent errors or omissions of the Consultant.

Assumptions:

1. The not-to-exceed fee for this subtask is based upon the Consultant reviewing up to 60 RFIs during the construction period submitted in total.
2. RFIs related to the construction Contractor's means and methods will be returned with the response that the construction Contractor is responsible for means and methods.
3. The District's Construction Manager will assign RFI numbers for tracking purposes.
4. Consultant will develop and use a standard response form for responding to RFIs. Responses will be emailed to the District's Project Manager and will not be sent in paper form.

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5. No special software or licensing will be required to be provided by the Consultant to receive or respond to RFIs. EADOC will be the primary means of Project information submission and management. The District will make it available to Consultant personnel at no cost to the Consultant.

Deliverables:

See below after Subtask 8.4.

8.3—Construction Change Order Assistance

Approach:

During the construction period, construction change orders may be proposed by the District or its construction Contractor and be appropriate for many reasons, such as: to address construction non-conformances, unforeseen conditions, availability of new information, resolution of inconsistencies within the construction Contract Documents, or additional construction work. The construction Contractor or the District may initiate changes to the Project for a variety of reasons. Pursuant to this subtask, Consultant will assist the District's Project Manager in reviewing and evaluating Potential Change Order (PCO) requests and prepare design document changes to the Construction Contract Documents including construction cost opinions and/or proposed construction cost analysis.

1. Consultant's involvement with construction change orders will be to support the District's Project Manager by evaluating, administering and implementing changes to the construction Contract Documents made during the construction phase.
2. Upon District's Project Manager's request, Consultant will prepare change order documentation, including: necessary sketches, drawings, specifications, written narrative, and construction cost opinions; review construction Contractor's change order proposals including technical data and cost estimates; and advise District's Project Manager whether work proposed by the construction Contractor warrants the need for a change order.
3. Design document changes for construction change orders will be submitted by Consultant to the District's Project Manager electronically (Microsoft Word/Adobe PDF/AutoCAD) unless District's Project Manager provides prior approval to use hand drawn mark-ups for specific changes. All new drawings and new technical specifications issued as part of a change order must be signed and stamped by an engineer or architect registered in the State of California.
4. The District's Construction Manager will monitor and track PCOs. Consultant will independently review, comment, and analyze the reason for the PCOs as well as evaluate and discuss the District's position and assessment of the PCOs. Allocation of cost for design or construction of proposed or implemented change

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orders will be pursuant to the Standard Consultant Agreement Section II, DUTIES OF CONSULTANT.

Assumptions:

1. The not-to-exceed fees for this subtask is based upon up to 100 hours of labor for construction change orders and reviewing proposed change orders from the construction Contractor or the District.
2. Minor clarifications to the construction Contract Documents shall not be considered change orders.

Deliverables:

See below after Subtask 8.4.

8.4—Engineer of Record's Record Drawings

Approach:

1. Consultant will prepare and maintain a set of Engineer-of-Record's Record Drawings by hand marking up on the full-size (22" x 34") conformed drawings (from design phase Task 5) or redlining PDF drawings (from design phase Task 5) with all changes and clarifications recommended by Consultant and accepted by District's Project Manager during construction. Such changes may be the result of information that was approved in RFIs, change orders, or field memoranda written by Consultant.
2. The final Engineer-of-Records Record Drawings (one set) will be submitted to District's Project Manager within fifteen (15) working days of the District Project Manager's issuance of Project Notice of Completion and Acceptance of Contractor's work.
3. Consultant will complete work on this subtask as construction progresses to aid completion of the entire drawing set within the time period stipulated.

Assumptions:

1. Consultant is not required to produce CAD drawings for the marked-up Engineer-of-Record's Record Drawings.
2. Effort is estimated for as follows:
 - a. Subtask 8.4—160 hours.

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Deliverables—Subtasks 8.1 to 8.4

1. E-mailed memoranda in Adobe PDF or Microsoft Word presenting Consultant's evaluation of submittals, RFI's, PCO requests, and change order proposals.
2. Written notification (via e-mail) of PCOs due to submittal review comment(s) by Consultant.
3. RFI submittal, and change order documentation including drawings, specifications, and cost opinions (via EADOC or e-mail).
4. Written comments of review of construction Contractor's cost estimates, schedules, and schedules of values (via e-mail).
5. Review comments on District's Project Manager analyses of PCOs (via e-mail) and Consultant's own independent analyses of such PCOs.
6. Emails and verbal responses for input as requested by the District's Project Manager with email follow-up documentation for all verbal responses.
7. Final Engineer-of-Record's Record Drawings, signed and stamped, and which include engineering changes recommended by Consultant and accepted by District's Project Manager—one (1) full-size copy and one (1) set of DVDs with Adobe PDF copies of these drawings.

8.5—Schedule Review and Analysis

Approach:

Consultant will assist and provide input to the District's Project Manager in reviewing the construction Contractor's baseline schedule and subsequent monthly updates every month. Consultant, in addition to the District's construction management and engineering staff, will advise if the construction Contractor's schedule is consistent with the contract documents with emphasis on milestone dates and construction sequencing. Consultant's review will not include an analysis of construction Contractor's approach, means or methods of construction, safety programs, cost loading, or task durations.

Assumptions:

1. Construction Contractor will provide the schedule file in Microsoft Project or Primavera. If schedule is not done using either of those two software programs, then the District will require the construction Contractor to provide Consultant with printed copies of the schedule in Adobe PDF for review by Consultant. Consultant will not require any other commercial software for schedule review.
2. Review of the cost-loaded schedule will not be done by Consultant.

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3. Analysis of schedule changes due to change orders, weather delays, and construction claims will be performed by the District construction management team and Consultant if District requires.
4. Construction contract duration is estimated as follows with the level of effort corresponding to each site:
 - a. Subtask 8.5—Assume construction duration of the Project will be fourteen (14) months
5. The construction Contractor's schedule will be reviewed by the District.
6. One baseline schedule and subsequent monthly schedule updates will be reviewed by Consultant.
7. Attendance by Consultant at meetings to discuss the schedule will be conducted as described in Subtask 7.2—Meetings.

Deliverables:

1. E-mail comments on schedules.

8.6—Engineering Support for Dispute Resolution

Approach:

Consultant will perform engineering investigations and analyses and provide recommendations to assist the District in the resolution of construction Contractor's claims and disputes or other matters that may arise during construction, if requested by the District's Project Manager. All of Consultant's investigations, analyses and recommendations will be summarized and provided in writing by Consultant.

1. For claims, disputes and other matters in question between the District and construction Contractor, Consultant will render written opinion/recommendations within fifteen (15) working days.
2. Consultant will notify the District's Project Manager immediately if more time is required, for reasonable cause, to respond to dispute, claim or other matters. Consultant's request for time extension is subject to District's Project Manager approval as confirmed by email.
3. Consultant's written opinions/recommendations on disputes, claims or other matters in question between the District's Project Manager and construction Contractor are subject to the provisions of the construction Contract Documents.

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4. Document events and activities accurately to provide a reliable basis for investigation at a later date. Maintain documentation and records on all relevant decisions and facts relating to disputes on an ongoing basis.
5. Maintain said records in an orderly manner and make available to District Project personnel upon request.
6. Analyze claims for additional compensation submitted by Contractor and prepare responses.
7. When Contractor files a notice of potential claim or dispute in accordance with the Contract Documents, Consultant will:
 - a. Compile any formal data, pertinent data, and records which pertain to Consultant's services relating to such claim;
 - b. Prepare a summary of the dispute, by issue, clearly stating the Consultant's position on each issue;
 - c. Prepare a summary sheet with a chronological listing of events and/or items such as letters to Contractor, meetings, etc., and a brief statement of content; and
 - d. Prepare documentation of pertinent conversations with Contractor.
8. Compile additional documents such as:
 - a. Drawings, shop drawings and Technical Specifications with the areas in question highlighted or noted by other appropriate means;
 - b. Correspondence between Consultant and Contractor, Consultant and District, etc.; and
 - c. Any other documentation that supports the position of the Contractor and Consultant etc.
9. Prepare engineering sketches for PCOs or other purposes.
10. Coordinate work with Consultant's design engineers.

Assumptions:

1. The not-to-exceed fees for this subtask are based upon up to 80 hours of labor.
2. Services by licensed professionals beyond the Consultant's Project team will not be required.

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3. Approximately 3 (three) partnering sessions will be held.

Deliverables:

1. E-mail written opinions on construction Contractor's claims and disputes.
2. Deliverables as described and detailed in Task 8.6 above.

TASK 9—ENGINEERING SITE SUPPORT

Objectives and Desired Outcomes:

Consultant will attend periodic site visits with District Project Manager, District Project team, construction Contractor and third parties, and provide construction observation and monitoring services during critical construction and other construction activities as required or appropriate to verify design assumptions and to provide interpretations of the design intent.

Approach:

1. Each review or observation will include preparation of a field memorandum with the Consultant's findings and recommendations.

9.1—Site Visits

Approach:

If requested by the District's Project Manager or by Consultant with District's approval, Consultant will attend the Project site visits.

Assumptions:

1. Effort is estimated as follows:
 - a. Subtask 9.1—Active Project construction duration will be fourteen (14) months. It is assumed that construction site visits will be held during the active construction duration only. Each site visit is assumed to be one day in duration.
 - b. Attendance by two (2) persons at up to two (2) weekly site visits to provide engineering inspection and observations.
 - c. Attendance by Consultant's structural engineer for eight (8) site visits:
 - (1) One (1) site visit to observe grading operations.
 - (2) One (1) site visit to observe foundation preparation.

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- (3) Two (2) site visits to observe rebar placement to check for conformance to the Project plans and specifications.
- (4) Two (2) site visit to observe installation of Pre-Engineered Building Erection.
- (5) Two (2) site visits—purpose(s) to be determined later as directed by District.
- d. Attendance by Consultant's electrical engineer for four (4) site visits:
 - (1) Two (2) sites to observe electrical building installation.
 - (2) One (1) site visit to observe Security installation.
 - (3) One (1) site visit—purpose(s) to be determined later by District.
- e. Attendance by Consultant's mechanical engineer for four (4) site visits:
 - (1) Two (2) site visits to observe mechanical building installation.
 - (2) One (1) site visit to observe Bridge Crane installation.
 - (3) One (1) site visit—purpose(s) to be determined later by District.
- f. Attendance by Consultant for two (2) site visits—purpose to be determined later.
- g. Agenda will be developed by others; however, meeting minutes or notes will be by taken by Consultant.

9.2—Final Acceptance and Deficiency List Acceptance

Approach:

Upon District Project Manager's request, identify items which require further effort by the construction Contractor prior to final acceptance. Conduct site visits and generate deficiency list which will be part of the Project Acceptance Deficiency Lists.

Assumptions:

- 1. The deficiency list will be part of the Project Acceptance Deficiency Lists; District staff will conduct the final deficiency list review.
- 2. Effort is estimated for as follows:

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a. Subtask 9.2

- (1) Deficiency List site visits by three (3) engineers, one (1) day.

Deliverables:

1. Field memoranda documenting observations during Project site visits.
2. Listing of items noted for the Project Acceptance Deficiency List.

TASK 10—SUPPLEMENTAL SERVICES DURING CONSTRUCTION.

Approach:

1. The District may require, and Consultant shall perform, Supplemental Services during and after Construction on an as-needed basis.
2. Prior to performing any Supplemental Service, the Consultant must obtain written authorization in the form of a Task Order (See Revised Attachment Three to Revised Appendix One) approved by the District's Water Utility Capital Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, the classifications of staff performing the Supplemental Services During Construction, associated not-to-exceed fees, and schedule.
3. Details of the specific scope, deliverable, schedule, and fees for any Supplemental Services During Construction will be developed with the District and submitted in writing prior to approval to begin work.
4. The not-to-exceed fees for each Supplemental Services During Construction Task Order will be based upon the negotiated hourly rate schedule (time and materials), and must include all of the following information:
 - a. The total price for the Consultant to complete the Supplemental Services During Construction Task Order.
 - b. The schedule for completing the Supplemental Services During Construction Task Order.
 - c. The Consultant key staff and classifications that will be assigned to complete the Supplemental Services During Construction.
5. The Supplemental Services during Construction Task Order fees will not be exceeded by the Consultant without the prior written authorization from the District.
6. Under no circumstances shall Consultant start work on Supplemental Services during Construction until:

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- a. The Supplemental Services during Construction Task Order is received, reviewed, and executed by the District.
 - b. The Consultant received a Task Order Notice-to-Proceed from the District's Project Manager.
7. Possible Supplemental Services During Construction may include:
- a. Reviewing construction Contractor's substitution requests.
 - b. Other: This would include additional services not included in Tasks 7 through 9.
 - c. Additional Quantities of Services: As requested by District or Consultant, with District's approval, Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 7 through 9 including, but not limited to:
 - (1) Additional submittal or RFI review.
 - (2) Additional construction change order preparation.
 - (3) Additional schedule updates review.
 - (4) Additional meeting participation or site visits.
 - (5) Additional on-site monitoring.
 - (6) Additional meeting attendance.
 - (7) Additional progress reports due to the active construction schedule exceeding the estimated twelve (12) months.
 - (8) Additional meeting attendance for Project Partnering.

Deliverables:

- 1. Deliverables will be identified with each authorization for Supplemental Services during Construction.

VI. ADDITIONAL TERMS AND CONDITIONS (REVISED)

- A. Consultant as Independent Contractor
 - 1. Consultant will perform all services as an independent contractor and not an agent or employee of District.

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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

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understanding that such information will be handled appropriately. In the event the Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of the Consultant's employees, its subcontractors, and its subconsultants authorized by the District to have the information.

3. Consultant will notify the District's Project Manager immediately of any request by any third party to have access to the information, and will not disclose the requested information without first receiving express written authorization from the District's Project Manager. The requirements of this section will survive completion, termination, suspension, and expiration of the Agreement.

D. Project Management

1. The Project Manager for the District is Todd Inman, Senior Engineer.
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, or the construction of

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

G. Term & Termination

This paragraph G. Term and Termination and the following paragraph H. Consultant's Compensation Upon Termination or Suspension, of Article VI. Additional Terms and Conditions, replaces 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.

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- c. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 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.

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- I. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District's request, Consultant employees, officers, agents, subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
1. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement shall file 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).

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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 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 Six)

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

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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

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: Christopher Hakes
E-mail: chakes@valleywater.org
Phone: (408) 630-3796

Consultant:

Siegfried Engineering, Inc.
3244 Brookside Road, Suite 100
Stockton, CA, 95219
Attention: Paul J. Schneider, P.E.
Telephone: (209) 934-2021
E-mail: pschneider@seigfriedeng.com

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 to Revised Appendix One – Consultant's Key Staff and Sub-consultants (REVISED)

Revised Attachment Two to Revised Appendix One – Dispute Resolution (REVISED)

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**REVISED APPENDIX ONE
SCOPE OF SERVICES**

Revised Attachment Three to Revised Appendix One – Task Order Template
(REVISED)

Attachment Four to Revised Appendix One – District Standards for GIS Products
(UNCHANGED)

Attachment Five to Revised Appendix One – Non-Disclosure Agreement
(UNCHANGED)

Revised Attachment Six to Revised Appendix One –Quality and Environmental
Management System (QEMS) Fact Sheet (REVISED)

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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
Paul Schneider, P.E.	Principal in Charge and Project Manager	pschneider@seigfriedeng.com 3244 Brookside Road, Ste. 100 Stockton, CA 95219 209-943-2021
Tony Lopes, S.E.	Lead Structural Engineer and Building Designer	tlopes@seigfriedeng.com 3244 Brookside Road, Ste. 100 Stockton, CA 95219 209-943-2021
Bob Norbutas, ASLA	Assistant Project Manager and Lead Landscape Architect	bnorbutas@seigfriedeng.com 3244 Brookside Road, Ste. 100 Stockton, CA 95219 209-943-2021

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.

- A. The following subconsultants are authorized to work on the Project:

Firm	Project Role	Contact Information
ACIES	Mechanical, Electrical, and Plumbing	111 W. Evelyn Avenue, Suite 301 Sunnyvale, CA 94086 Key Contact: Wilson Lee Phone: 408-522-5255 Email: Wilson@acies.net
ESA Associates	Environmental Compliance	550 Kearny Street, Suite 800 San Francisco, CA 94108 Key Contact: Alisa Moore Phone: 415-896-5900 Email: aemoore@esaassoc.com

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

3. 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.
- 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.

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

- (2) The District Project Manager may not approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list; the services are not deleted from the Agreement; and the scope of services is not assumed by the Consultant. Such revisions to the list of authorized Subconsultants are subject to approval by the District and documented in an executed amendment to this Agreement.

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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. 1 TO AGREEMENT A3867A

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.
- B. All records, reports, or other documents received by a mediator while serving as mediator, are confidential.

AMENDMENT NO. 1 TO AGREEMENT A3867A

REVISED ATTACHMENT TWO TO REVISED APPENDIX ONE DISPUTE RESOLUTION

- 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. 1 TO AGREEMENT A3867A

**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. 1 TO AGREEMENT A3867A

**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 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 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. 1 TO AGREEMENT A3867A

**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 SIX
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.
- Improves conformity to quality and environmental requirements.

AMENDMENT NO. 1 TO AGREEMENT A3867A

REVISED ATTACHMENT SIX TO REVISED APPENDIX ONE

QUALITY AND ENVIRONMENTAL MANAGEMENT SYSTEM (QEMS) FACT SHEET

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.

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:

AMENDMENT NO. 1 TO AGREEMENT A3867A

REVISED ATTACHMENT SIX TO REVISED APPENDIX ONE

QUALITY AND ENVIRONMENTAL MANAGEMENT SYSTEM (QEMS) FACT SHEET

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.
- 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

AMENDMENT NO. 1 TO AGREEMENT A3867A

REVISED ATTACHMENT SIX TO REVISED APPENDIX ONE

QUALITY AND ENVIRONMENTAL MANAGEMENT SYSTEM (QEMS) FACT SHEET

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. 1 TO AGREEMENT A3867A

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 \$792,600 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 Agreement (Not-to-Exceed) Fees	Amendment No. 1 (Not-to- Exceed Fees)	Revised Total Not-to- Exceed Fees
Task 1	Project Management	\$43,000.00	\$0	\$43,000.00
Task 2	Programming	\$53,200.00	\$0	\$53,200.00
Task 3	Plans and Specifications	\$232,000.00	\$0	\$232,000.00
Task 4	Environmental Services	\$68,500.00	\$0	\$68,500.00
Task 5	Bid and Award Services	\$14,700.00	\$0	\$14,700.00

AMENDMENT NO. 1 TO AGREEMENT A3867A**REVISED APPENDIX TWO
FEES AND PAYMENTS**

Task #	Description	Original Agreement (Not-to-Exceed) Fees	Amendment No. 1 (Not-to- Exceed Fees)	Revised Total Not-to- Exceed Fees
Task 6	Supplemental Services	\$46,300.00	\$0	\$46,300.00
Task 7	Project Management Services During Construction (<i>NEW</i>)	\$0	\$97,200	\$97,200
Task 8	Engineering Review (<i>NEW</i>)	\$0	\$170,900	\$ 170,900
Task 9	Engineering Site Support (<i>NEW</i>)	\$0	\$34,900	34,900
Task 10	Supplemental Services During Construction (<i>NEW</i>)	\$0	\$31,600	\$31,600
Total Not-to-Exceed Amount		\$458,000.00	\$334,600	\$792,600

IV. TERMS AND CONDITIONS

Payments for work completed, as described in 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 60%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District’s Water Utility Capital Services Division Deputy Operating Officer, or her designee.

AMENDMENT NO. 1 TO AGREEMENT A3867A**REVISED APPENDIX TWO
FEES AND PAYMENTS****HOURLY RATE SCHEDULE**

Classification	Original Agreement Hourly Rate	Hourly Rate effective with Amendment No. 1
PRIME CONSULTANT		
Principal	\$211.34	\$219.88
Associate Principal	\$140.06	\$145.72
Project Architect	\$112.25	\$116.79
Architect II	\$95.48	\$99.34
Project Landscape Arch	\$110.40	\$114.86
Landscape Architect II	\$78.30	\$81.46
Project Engineer	\$114.58	\$119.21
Engineer II	\$104.40	\$108.62
Engineer I	\$84.39	\$87.80
Technician III	\$59.58	\$61.99
SUBCONSULTANT(S)		
ACIES		
Director II	\$200.13	\$204.13
Principal	\$147.00	\$152.94
Project Manager	\$132.30	\$137.65
Electrical Designer II	\$111.72	\$116.23
Electrical Designer I	\$83.79	\$87.18

AMENDMENT NO. 1 TO AGREEMENT A3867A

REVISED APPENDIX TWO FEES AND PAYMENTS

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

AMENDMENT NO. 1 TO AGREEMENT A3867A

REVISED APPENDIX TWO FEES AND PAYMENTS

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.
 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.

AMENDMENT NO. 1 TO AGREEMENT A3867A

REVISED APPENDIX TWO FEES AND PAYMENTS

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.
- 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 60% 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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AMENDMENT NO. 1 TO AGREEMENT A3867A

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 December 31, 2019, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
2. Consultant will commence Tasks described 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 tasks 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. 1 TO AGREEMENT A3867A

**REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

PROJECT SCHEDULE

Task	Description	Duration from Original Agreement NTP	Duration from Amendment No. 1 NTP
1	Project Management	Agreement Duration	Duration of Amendment No. 1
2	Programming	12 weeks	Completed
3	Plans and Specifications	56 weeks	8 weeks
4	Environmental Services	45 weeks	Completed
5	Bid and Award Services	63 weeks	18 weeks
6	Supplemental Services	Agreement Duration	Duration of Amendment No. 1
7	Project Management Services During Construction (NEW)		Duration of Amendment No. 1
8	Engineering Review (NEW)		Duration of Amendment No. 1
9	Engineering Site Support (NEW)		Duration of Amendment No. 1
10	Supplemental Services During Construction (NEW)		Duration of Amendment No. 1

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