

**AMENDMENT NO. 1 TO AGREEMENT A3933A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND HARRIS & ASSOCIATES**

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 No. A3933A (Agreement) dated January 26, 2016, between SANTA CLARA VALLEY WATER DISTRICT hereinafter called (District) and HARRIS & ASSOCIATES, (Consultant), collectively, the Parties.

**RECITALS**

**WHEREAS**, Consultant is currently performing construction management services during the construction phase of the Permanente Creek Flood Protection Project – McKelvey Park (Project); and

**WHEREAS**, the Parties desire to amend the STANDARD CONSULTANT AGREEMENT portion of the Agreement in order to update certain provisions to current District and legal requirements that have been modified since the Agreement commenced; and

**WHEREAS**, the Parties desire to update certain information regarding the Consultant's key staff, subconsultants; and

**WHEREAS**, the Parties desire to amend the Agreement to extend its term; increase the Total Not-to-Exceed Amount to provide funds for Consultant to perform additional construction management services during the extended Project construction time; and to modify the Project Schedule for Consultant's performance commensurate with completion of Project construction; and

**WHEREAS**, the Parties desire to amend the Agreement to add staff classifications for several of Consultant's subconsultants as well as correlating hourly rates, and a revised laboratory schedule of fees for 2018.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements stated 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 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

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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 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."

2. 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.
3. ATTACHMENT ONE TO 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.
4. ATTACHMENT THREE TO APPENDIX ONE, TASK ORDER, is amended as set forth in the attached REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE, TASK ORDER, and incorporated herein by this reference.
5. ATTACHMENT FIVE TO APPENDIX ONE, QEMS FACT SHEET, is amended as set forth in the attached REVISED ATTACHMENT FIVE TO REVISED APPENDIX ONE, QEMS FACT SHEET, and incorporated herein by this reference.
6. APPENDIX TWO, FEES AND PAYMENTS, is amended as set forth in the attached REVISED APPENDIX TWO, FEES AND PAYMENTS, and incorporated herein by this reference.
7. ATTACHMENT ONE TO APPENDIX TWO, LABORATORY SCHEDULE OF FEES COST/PRICING INFORMATION is amended as set forth in the attached REVISED ATTACHMENT ONE TO REVISED APPENDIX TWO, LABORATORY SCHEDULE OF FEES COST/PRICING INFORMATION and incorporated herein by this reference.
8. REVISED APPENDIX THREE, SCHEDULE OF COMPLETION, is amended as set forth in the attached REVISED APPENDIX THREE, SCHEDULE OF COMPLETION, and incorporated herein by this reference.
9. All other terms and conditions of Agreement A3933A not amended as stated herein, remain in full force and effect.

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT NO. A3933A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT  
"District"

HARRIS & ASSOCIATES  
"Consultant"

By: \_\_\_\_\_  
Richard P. Santos  
Chair/Board of Directors

By: \_\_\_\_\_  
Glenn Suitor  
Division President  
Construction Management Services

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

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

ATTEST:

Firm Address:

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

1401 Willow Pass Drive, Suite 500  
Concord, CA 94520

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**AMENDMENT NO. 1 TO AGREEMENT A3933A  
REVISED APPENDIX ONE  
SCOPE OF SERVICES**

**I. INTRODUCTION (UNCHANGED)**

**II. SCOPE OF SERVICES (REVISED)**

TASK 1—CONSTRUCTION ADMINISTRATION (UNCHANGED)

TASK 2—PARTNERING AND CLAIMS AND DISPUTE MANAGEMENT (UNCHANGED)

TASK 3—INSPECTIONS, SPECIAL, AND SPECIALTY INSPECTIONS (UNCHANGED)

TASK 4—SUPPLEMENTAL SERVICES (REVISED)

G. The Consultant will perform, but not be limited to, the following Supplemental Services:

1. Additional inspection services including shift/overtime expense.
2. Additional sampling and testing, including geotechnical sampling, testing, and reporting as needed.
3. Additional partnering sessions as needed. Partnering sessions will include key Project staff from the District, Designer, Consultant, and may from time to time, include other essential parties including stakeholders, permitting regulators, and other personnel as may be appropriate and necessary.
4. Assist in defending against any claim or action related to or arising out of the Project and not due in part or full to the fault or negligence of the Consultant.
5. Provide services in connection with a mediation, or legal proceeding, except where Consultant is a party thereto, or there are allegations of professional errors or omissions or negligence against Consultant.
6. Consultant will provide additional quantities of previously identified services as requested by the District. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 1-3 and in Task 4, Supplemental Services, to include but not be limited to:
  - a. Additional meetings;
  - b. Additional or specialty inspections;
  - c. Additional Environmental services;
  - d. Additional sampling and testing;
  - e. Additional schedule reviews;

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SCOPE OF SERVICES**

- f. Additional status/progress reports; and
- g. Additional partnering sessions.

**III. CONSULTANT'S RESPONSIBILITIES (UNCHANGED)**

**IV. DISTRICT'S RESPONSIBILITIES (UNCHANGED)**

**V. GENERAL ASSUMPTIONS AND REQUIREMENTS (UNCHANGED)**

**VI. ADDITIONAL TERMS AND CONDITIONS (REVISED)**

- 1. Consultant as Independent Contractor
  - A. Consultant will perform all services as an independent contractor and not an agent or employee of District.
  - B. 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.
- 2. Consultant's General Responsibilities
  - A. Standard of Care
    - (1) Consultant and its subconsultants 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.
    - (2) Consultant and its subconsultants 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.
  - B. 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.
  - C. Consultant shall provide staff designated in Revised Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff

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**SCOPE OF SERVICES**

changes proposed by Consultant are subject to approval at the administrative staff level by the District Representative.

3. Confidentiality

- A. 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.
- B. Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately. In the event the Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of the Consultant's employees, its subcontractors, and its subconsultants authorized by the District to have the information.
- C. 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.

4. Project Management

- A. The Project Manager for the District is Lotina Nishijima, P.E., Associate Civil Engineer, and her designee is Saeid Hosseini, P.E., Engineering Unit Manager.
- B. The Project Manager for Consultant is as indicated in Revised Attachment One, Consultant's Key Staff and Subconsultants, of this Revised Appendix One.
- C. The District's Project Manager or his designee is the only person authorized to accept Consultant's deliverables on behalf of the District.

5. Task Orders

- A. Supplementary Services will be assigned to the Consultant through issuance of Task Orders. After Supplementary 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:

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**SCOPE OF SERVICES**

- (1) Description of the services, including deliverables.
  - (2) The total not-to-exceed amount for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services.
  - (3) Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District Project Manager.
  - (4) Estimated cost of each reimbursable expense, including any applicable fees.
  - (5) Time schedule for completing the services.
  - (6) Copies of applicable state, federal, and local permits required to complete the services, unless previously provided to the District Project Manager.
- B. 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.
- C. 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.
6. Conflict of Interest
- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement.
- B. 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.
- C. 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.

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

7. Term & Termination

This paragraph 7. Term and Termination and the following paragraph 8. 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 WORK.

A. 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.

B. District's Rights

- (1) 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 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.

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- (2) 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 8, Consultant's Compensation Upon Termination of Suspension, referenced below.
- (3) Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 30 days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or expenses beyond the specified termination date.
- (4) 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.
- (5) 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.

8. Consultant's Compensation Upon Termination or Suspension

- A. 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:
  - (1) 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.

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- (2) 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.
  - (3) 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.
- 9. 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:
  - A. 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, an Assuming Office Statement. The Assuming Office Statement shall be filed:
    - (1) Within 30 calendar days of the effective date of this Agreement; and
    - (2) Within 30 calendar days of Consultant hiring, adding or promoting to a designated filer position employees, officers, agents, subconsultants, and subcontractors to perform services pursuant to this Agreement.
  - B. 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.
  - C. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, an Annual Statement in a manner prescribed by the District during the District’s annual filing season as determined by the District;
  - D. 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:
    - (1) Upon termination of this Agreement.

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- (2) Within 30 calendar days of Consultant employees, officers, agents, subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in the District's Conflict of Interest Code).
- E. Consultant understands and agrees that its employees, officers, agents, subconsultants, and subcontractors may be disqualified from providing services to the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, subconsultants, and subcontractors are disqualified from providing services, on written notice from District's Project Manager, Consultant will have 15 calendar days to remove that employee(s), officer(s), agent(s), subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to the District.
- F. Further, the failure of Consultant's employees, officers, agents, subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by the District is deemed a material breach and may result in termination of the Agreement for cause.
10. District Quality and Environmental Management System (QEMS) Fact Sheet (See Revised Attachment Five to Revised Appendix One)
- As an on-site provider of services that has the potential to result in significant environmental impacts, Consultant is required to review the QEMS Fact Sheet, incorporated herein by this reference hereto, with any of the employee(s), sub-contractor(s), and/or subconsultant(s) ("Staff") performing services on behalf of the District, and make Staff aware of the District's Quality and Environmental Policy and their role and responsibility in achieving conformity with the expectations.
11. Release of Information Prohibited
- Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized District personnel. Consultant will not release any information pertinent to the Project under design or construction 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.

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12. Formation of Agreement

Formation of an Agreement between the Parties requires accomplishment of the following:

- A. Execution of the Agreement by Consultant.
- B. Submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents.
- C. Submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable.
- D. Submission by the Consultant, and acceptance by the District, of evidence of the QEMS Awareness and Training certification (See Revised Attachment Five to Revised Appendix One).
- E. Submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements ("NDA") or Personal Non-Disclosure Agreements ("PNDA") documents, if applicable.
- F. Submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable.
- G. Any other requirements that are deemed necessary by the District.
- H. Execution of the Agreement by the District.

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.

13. Notices

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

**District:**

Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638  
Attention: Ngoc Nguyen, Interim Deputy Operating Officer  
Watersheds Design and Construction Division  
E-mail: NNguyen@valleywater.org  
Phone: (408) 630-2632

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**Consultant:**

Harris & Associates  
1401 Willow Pass Road, Suite 500  
Concord, CA 94520  
Attention: Glenn Suitor, Division President  
Project Management/Construction Management  
Email: glenn.suitor@weareharris.com  
Phone: (925) 969-8093  
Cell: (916) 296-4620

14. Good Neighbor

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

15. Revised Appendix One—Scope of Services Attachments

The following listed Attachments referred to herein are incorporated in this Revised Appendix One—Scope of Services as though set forth in full:

Revised Attachment One—Consultant's Key Staff and Sub-consultants  
(REVISED)

Attachment Two—Dispute Resolution (UNCHANGED)

Revised Attachment Three—Task Order Template (REVISED)

Attachment Four—Reference Materials (UNCHANGED)

Revised Attachment Five—QEMS Fact Sheet (REVISED)

Attachment Six—District NDA (UNCHANGED)

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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	Contact Info
Glenn Suitor	Project Principal	1401 Willow Pass Road, Suite 500 Concord, CA 94520 Glenn.Suitor@weareharris.com  P: (925) 969-8093 C: (916) 296-4620
David Latona	CSM	1401 Willow Pass Road, Suite 500 Concord, CA 94520 David.Latona@weareharris.com  P: (925) 827-4900 ext. 1188 C: (925) 817-8091
Nelson Gonzales	CSM	1401 Willow Pass Road, Suite 500 Concord, CA 94520 Nelson.Gonzales@weareharris.com  P: (925) 827-4900 ext. 1175 C: (408) 512-4922

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 Info
Berlogar Stevens & Associates	Materials Testing	Berlogar Stevens & Associates, Inc. Frank Berlogar 5587 Sunol Boulevard Pleasanton, CA 94566 T: (925) 484-0220 E-mail: fberlogar@berlogar.com

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CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

<b>Firm</b>	<b>Project Role</b>	<b>Contact Info</b>
Anchor Engineering	Inspector	Anchor Engineering Brian Danley 3685 Mt. Diablo Boulevard, Suite 345 Lafayette, CA 94549 T: (925) 385-0950 E-mail: bdanley@anchorcm.com
CH2MHill	Environmental Service	CH2M Hill Chris Bessa 155 Grand Avenue, Suite 800 Oakland, CA 94612 T: (510) 251-2426 E-mail: chris.bessa@ch2m.com
Productivity Through People	Partnering	Productivity Through People Larry Miller P.O. Box 22180 Phoenix, AZ 85028 T: (602) 996-6054 E-mail: ptpldm@aol.com
Towill	Survey	Towill, Inc. Frank Borges 505 14 <sup>th</sup> Street, Suite 900 Oakland, CA 94612 T: (510) 830-4530 x1036 E-mail: frank.borges@towill.com

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.

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

1. Consultant must obtain the District's approval of all subconsultants. Upon the District's request, Consultant must provide copies of all subconsultant agreements.
  2. Consultant must require its delegates or subconsultants to agree, in writing, to adhere to terms and conditions of this Agreement.
- D. Any delegation or use of subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.
- E. If any of Consultant's designated key staff persons or subconsultants fail to perform to the satisfaction of the District, on written notice from the District, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.
- F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.
- G. Consultant's Key Staff

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

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

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**AMENDMENT NO. 1 TO AGREEMENT A3933A  
REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE  
TASK ORDER TEMPLATE**

Task Order No. \_\_\_\_\_

Title: \_\_\_\_\_

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

District: \_\_\_\_\_

Consultant: \_\_\_\_\_

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

1. Upon full execution of this Task Order No. \_\_\_\_\_, as set forth in the Revised Appendix One, Scope of Services, Article VI. Additional Terms and Conditions, paragraph 5. Task Orders, and the 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 in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
  - a. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to the District.
  - b. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification.
  - c. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees.
  - d. Project schedule for completing the scope of Services.
3. The Consultant shall be compensated at fixed fees or at the hourly rates established in Revised Appendix Two, Fees and Payments, of the Agreement. The Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order will become effective on the date of full execution by authorized representatives of the Parties and remain in effect until the earlier of: completion of the tasks set forth in Attachment A or [expected completion date].

**AMENDMENT NO. 1 TO AGREEMENT A3933A  
REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE  
TASK ORDER TEMPLATE**

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to the District.
6. The Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.
7. Prevailing Wage Requirements.
  - a. The Scope of Services described in this Task Order is considered by the District to be "Public Works" requiring the payment of prevailing wages. See Revised Appendix Two, Fees and Payments, Article IV. Terms and Conditions, paragraph #14. Prevailing Wages.
  - b. In accordance with the prevailing wage laws, the Director of the California Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in the District's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

Signatures:

Signature:

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

\_\_\_\_\_  
DATE

Signature:

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

\_\_\_\_\_  
DATE

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# AMENDMENT NO. 1 TO AGREEMENT A3933A REVISED ATTACHMENT FIVE TO REVISED APPENDIX ONE 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.

### 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.

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# AMENDMENT NO. 1 TO AGREEMENT A3933A

## REVISED ATTACHMENT FIVE TO REVISED APPENDIX ONE

### QEMS FACT SHEET

#### District's Significant Environmental Aspects

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

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

##### **Bulk Chemical Storage**

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

##### **Construction of water utility and flood protection capital projects**

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

#### District's Quality and Environmental Objectives

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

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

#### **Quality Objectives:**

- Prepare and respond effectively to flood emergencies countywide to protect life and property.
- Current and future water supply for municipalities, industries, agriculture, and the environment is reliable.
- Reliable high quality drinking water is delivered.
- Maintain effective relationships with the retailer and other stakeholders to ensure high quality, reliable drinking water.
- Provide natural flood protection for residents, businesses, and visitors.
- Protect parcels from flooding by applying an integrated watershed management approach that balances environmental quality and protection from flooding.

#### **Environmental Objectives:**


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

#### Environmental Impacts

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

#### Assessing the QEMS for Effectiveness

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



#### CONTACT US

For more information, contact us at (408) 265-2600 or by email at [ISO.MgtRep@valleywater.org](mailto:ISO.MgtRep@valleywater.org). Or use our **Access Valley Water** customer request and information system at [valleywater.org](http://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 A3933A  
REVISED APPENDIX TWO  
FEES AND PAYMENTS**

**I. GENERAL**

- A. Payment for all services performed by Consultant to the satisfaction of the District as described in Appendix One and Revised Appendix One—Scope of Services for this Agreement will be based on the Total Not-to-Exceed (NTE) Fees stated in this Revised Appendix Two for the completion of the associated tasks. The District will make payments to the Consultant according to the terms provided for in this Revised Appendix Two. Payments made by the District to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, subconsultant(s), and equipment including reimbursable, travel, and per diem expenses incurred by the Consultant to complete the work.

**II. TOTAL AUTHORIZED FUNDING (REVISED)**

- A. Total payment for services performed, as described in Appendix One—Scope of Services and Revised Appendix One, will not exceed a total amount of **\$3,303,021** during the term of this Agreement. Under no conditions will the total compensation to the Consultant exceed this 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 NTE Amount stated herein.

**III. COST BREAKDOWN (REVISED)**

- 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 Appendix One and Revised Appendix One of this Agreement.

**COST BREAKDOWN (REVISED)**

Task	Description	Original Agreement NTE Fees	Amendment No. 1 Fees	Revised Total NTE Fees
1.0	Construction Administration	\$1,303,748	\$422,539	\$1,726,287
2.0	Partnering and Claims and Dispute Management	\$12,630	\$10,631	\$23,261
3.0	Inspections, Special and Specialty Inspections	\$1,163,113	\$0.00	\$1,163,113
4.0	Supplemental Services			

**AMENDMENT NO. 1 TO AGREEMENT A3933A  
REVISED APPENDIX TWO  
FEES AND PAYMENTS**

<b>Task</b>	<b>Description</b>	<b>Original Agreement NTE Fees</b>	<b>Amendment No. 1 Fees</b>	<b>Revised Total NTE Fees</b>
4.1	Additional Inspection Services	\$105,360	\$100,000	\$205,360
4.2	Additional Sampling & Testing	\$20,000	\$0.00	\$20,000
4.3	Additional Partnering Sessions	\$15,000	\$0.00	\$15,000
4.4	Claims Analysis	\$50,000	\$0.00	\$50,000
4.5	Mediation/Legal Proceedings	\$50,000	\$0.00	\$50,000
4.6	Additional Quantities of Services	\$50,000	\$0.00	\$50,000
	<b>Subtotal 4.0 Supplemental Services</b>	<b>\$290,360</b>	<b>\$100,000</b>	<b>\$390,360</b>
<b>Total Not-to-Exceed</b>		<b>\$2,769,851</b>	<b>\$533,170</b>	<b>\$3,303,021</b>

**IV. TERMS AND CONDITIONS**

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

1. District will pay for services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as listed below in the Hourly/Unit Rate Schedule.
2. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (12) months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates ninety (90) calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.5%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Water Utility Deputy Operating Officer.

**AMENDMENT NO. 1 TO AGREEMENT A3933A  
REVISED APPENDIX TWO  
FEES AND PAYMENTS**

**HOURLY RATE SCHEDULE (REVISED)**

<b>Classification</b>	<b>Original</b>	<b>Effective January 26, 2017 to January 25, 2018</b>	<b>Effective January 26, 2018 to January 25, 2019</b>
<b>PRIME CONSULTANT – HARRIS &amp; ASSOCIATES</b>			
Project Principal	\$220	\$225.50	\$231.14
CSM	\$185	\$189.62	\$194.36
CSM OT	\$278	\$284.95	\$292.07
Inspector	\$165	\$169.13	\$173.36
Inspector OT	\$248	\$254.20	\$260.56
Administration	\$100	\$102.50	\$105.06
Scheduler	\$167	\$171.18	\$175.46
<b>SUBCONSULTANT – ANCHOR ENGINEERING</b>			
Inspector	\$165	\$169.13	\$173.36
Inspector OT	\$248	\$254.20	\$260.56
<b>SUBCONSULTANT – CH2MHILL</b>			
Principal-in-Charge	N/A	N/A	\$272.00
Principal Professional 3	N/A	N/A	\$254.00
Principal Professional 2	N/A	N/A	\$231.00
Principal Professional 1	N/A	N/A	\$200.00
Sr. Professional 3	N/A	N/A	\$188.00
Sr. Professional 2	N/A	N/A	\$178.00
Sr. Professional 1	N/A	N/A	\$168.00
Project Professional 3	N/A	N/A	\$157.00
Project Professional 2	N/A	N/A	\$148.00
Project Professional 1	N/A	N/A	\$138.00
Staff Professional 3	N/A	N/A	\$125.00
Staff Professional 2	N/A	N/A	\$112.00
Staff Professional 1	N/A	N/A	\$104.00
Technician	N/A	N/A	\$95.00

**AMENDMENT NO. 1 TO AGREEMENT A3933A  
REVISED APPENDIX TWO  
FEES AND PAYMENTS**

<b>Classification</b>	<b>Original</b>	<b>Effective January 26, 2017 to January 25, 2018</b>	<b>Effective January 26, 2018 to January 25, 2019</b>
Office Clerical 4	N/A	N/A	\$130.00
Office Clerical 3	N/A	N/A	\$111.00
Office Clerical 2	N/A	N/A	\$97.00
Office Clerical 1	N/A	N/A	\$85.00
<b>SUBCONSULTANT – TOWILL, INC</b>			
Senior Land Surveyor/ Survey Project Manager	\$219	\$219	\$224.48
Project Surveyor	\$182	\$182	\$186.55
Associate Surveyor	N/A	\$163	\$167.08
Survey Party Chief	\$152	\$152	\$155.80
CADD Technician	N/A	\$141	\$144.53
Survey Chain Person	\$130	\$130	\$133.25
Survey Apprentice	N/A	\$117	\$119.93
<b>SUBCONSULTANT – PRODUCTIVITY THROUGH PEOPLE</b>			
Partnering (based on 8-hr minimum)	\$5,000/day \$7,000/2 days	\$5,125.00/day \$7,175/2 days	\$5,253.13/day \$7,354.38/2 days
<b>SUBCONSULTANT – BERLOGER STEVENS &amp; ASSOCIATES, INC</b>			
Laboratory Testing	For Lab Fees, Refer to Revised Attachment One of this Revised Appendix Two		

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

**AMENDMENT NO. 1 TO AGREEMENT A3933A  
REVISED APPENDIX TWO  
FEES AND PAYMENTS**

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

5. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to the District.
6. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
7. 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.
8. 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.
9. 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.
10. Consultant's monthly invoices will be prepared in accordance with the terms of this Revised Appendix Two and the Standard Consultant Agreement Section IV, FEES AND PAYMENTS. The invoices will represent work performed and reimbursable costs incurred during the identified billing period; be consistent with Appendix One and Revised Appendix One; and include the following:
  - a. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.
  - b. Direct charges by Scope of Service Task.
  - c. Consultant's summary of the amount Consultant has been billed by their subconsultants and subcontractors and further detailed by Scope of Service Task.

**AMENDMENT NO. 1 TO AGREEMENT A3933A  
REVISED APPENDIX TWO  
FEES AND PAYMENTS**

- d. Direct charges must reflect actual fees versus the Agreement not to exceed fees in this Revised Appendix Two.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. Prevailing Wages
  - a. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code Section §1771, et. seq. and the applicable implementing regulations.
  - b. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
  - c. The Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code Section 1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5.
  - d. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
  - e. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the Consultant and Subconsultants must furnish the records specified in

**AMENDMENT NO. 1 TO AGREEMENT A3933A  
REVISED APPENDIX TWO  
FEES AND PAYMENTS**

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

- f. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement such as certified payroll records must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.
- 15. 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.
- 16. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.
- 17. Small Business Enterprise (SBE) Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the services, estimated to be 30% or more of the Total Not to Exceed Amount stated in this Revised Appendix Two and Consultant agrees to use its best efforts to meet this goal.

- 18. Fees and Payments Attachments
  - a. Consultant has retained subconsultant Berlogar Stevens and Associates to perform certain services as described in this Agreement. The terms and conditions set forth in Attachment One to Appendix Two and Revised Attachment One to Revised Appendix Two, apply solely to the contractual relationship between Consultant and Berlogar Stevens and Associates, and are not a part of this Agreement between District and Consultant. Revised Attachment One, below, is provided solely to document the Fee Schedule that applies to services performed by Berlogar Stevens and Associates pursuant to this Agreement.
  - b. The following listed Attachment referred to herein is incorporated in this Revised Appendix Two, Fees and Payments as though set forth in full:

Revised Attachment One: Laboratory Schedule of Fees—Cost/Pricing Information

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**AMENDMENT NO. 1 TO AGREEMENT A3933A  
REVISED ATTACHMENT ONE TO REVISED APPENDIX TWO  
LABORATORY SCHEDULE OF FEES  
COST/PRICING INFORMATION**

**BERLOGAR STEVENS & ASSOCIATES**

**SCVWD – McKelvey Park and Rancho San Antonio Park**

**FEE SCHEDULE – 2018**

<u>General</u>	<u>Billing Rate/Hour</u>
Field Services – Earthwork and Paving.....	\$1,076.89/half day
Field Services – Special Inspection.....	\$1,050.63/half day
Principal Engineer.....	\$267.91/hour
Associate Engineers and Geologists.....	\$225.88/hour
Senior Engineers and Geologists.....	\$204.87/hour
Project Engineers and Geologists.....	\$194.37/hour
Staff Engineers and Geologists.....	\$183.86/hour
Supervising Technicians.....	\$183.86/hour
Laboratory Technicians.....	\$141.83/hour
Computer Time.....	\$44.13/hour
Draftsman.....	\$127.13/hour
Word Processor.....	\$87.20/hour
Outside Services.....	Cost + 20%
Vehicle.....	.67¢/mile
Nuclear Density Gauge.....	\$68.29/half day

Basis of Charges

1. Field Services rates are inclusive of BSA Staff supervision, on-site reports, equipment and mileage. The rates are inclusive of the amortized cost of \$50.00/hour for excess Professional Liability insurance coverage. The rates will be reduced accordingly once the insurance costs have been recovered in full.
2. Half-day (up to four hours including round trip travel).
3. Full-day (over 4 hours, and up to 8 hours, including round trip travel – considered as two half-day site visits).
4. No over time or premium rates assumed in cost estimates.
5. Time over 8 hours and up to 12 hours, Monday through Friday is billed at 1.5 times the standard rate.
6. Time up to 12 hours on Saturdays billed at 1.5 times the standard rate. Over 12 hours billed at 2.0 times the standard rate.
7. Sundays and Holidays billed at 2.0 times the standard rate.
8. Services initiated after 2 P.M. or before 4 A.M. are subject to a 12.5% shift differential premium.

Project-related out-side costs including: Equipment rental, consultants, special fees, permits or insurance, meals and lodging and other similar items are billed at cost + 20%.

Laboratory Tests

(Unit charge for laboratory testing including the normal laboratory work and report of results only. Unusual or time-consuming sample preparation or special tests are billed at hourly charge for the laboratory technician. Charges for testing which are not listed will be given upon request. Similarly, a reduction of the Fee Schedule rate can be given for a large number of tests).

<u>Rate/Test</u>	<u>Durability Factor</u>
<u>Classification Tests</u>	A. Fine.....273.16
Atterberg Limits (PI & LL).....	B. Coarse.....225.88
Sieve Analysis.....141.83	<u>L.A. Rattler</u> .....288.92
Percent Passing #200 Sieve.....78.80	<u>Concrete Tests</u>
Hydrometer Analysis.....178.61	A. Compression Tests (each 4-in. x 8 in. specimen)...36.77
Sand Equivalent.....152.34	B. Compression Tests (each 6-in. x 12 in. specimen). 68.29
Specific Gravity, fine aggregate.....183.86	C. Trial Batch.....1,628.47
Bulk Specific Gravity, coarse aggregate.....157.59	<u>Asphaltic Concrete - HVEEM</u>
Moisture Content/Unit Weight.....31.52	A. Maximum Density.....147.09
<u>Compaction Curves</u>	B. Extraction.....189.11
ASTM D1557 4-Inch Mold.....288.92	C. Gradation.....178.61
ASTM D1557 6-Inch Mold.....336.20	<u>R-Value Tests</u>
Rock Correction.....183.86	Not Requiring Reproportioning.....388.73
1 Point Verification.....126.08	Cement, Lime, Other.....436.01
Cal Impact (Wet).....288.92	

For services not listed above, please contact BSA for a rate quote.

A new Fee Schedule is issued at the beginning of each year. Rate increase shall be negotiated with Harris & Associates based on annual cost-of-living increases and established contract terms.

**AMENDMENT NO. 1 TO AGREEMENT A3933A  
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 February 29, 2020, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
2. Consultant will commence Tasks listed in Appendix One and Revised Appendix One of this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.
3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with the Project Schedule table as shown below. Consultant will coordinate services with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings and Deliverables.
4. The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of Tasks and Deliverables are subject to advance written approval by District. Consultant's attention is directed to District's Standard Consultant Agreement, Section VII, DELAYS AND EXTENSIONS.
5. Project Delays—The Consultant will make all reasonable efforts to comply with the Project Schedule as shown here in Revised Appendix Three. In the event the Project Schedule will be delayed, Consultant will notify the District as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Project Schedule. This language will prevail should any conflict or discrepancy occur between this provision and the Standard Consultant Agreement portion of this Agreement, Section VII, DELAYS AND EXTENSIONS.
6. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as a written administrative modification to the Agreement and such approval will be confirmed in writing.

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**AMENDMENT NO. 1 TO AGREEMENT A3933A  
REVISED APPENDIX THREE  
SCHEDULE OF COMPLETION**

**PROJECT SCHEDULE**

<b>Task #</b>	<b>Description</b>	<b>Duration From NTP</b>
1	Construction Administration	Term of Agreement
2	Partnering and Claims and Dispute Management	Term of Agreement
3	Inspection, Special, and Specialty Inspections	Term of Agreement
4	Supplemental Services	Term of Agreement

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