

**AMENDMENT NO. 4 TO AGREEMENT A3618A  
BETWEEN THE  
SANTA CLARA VALLEY WATER DISTRICT  
AND NV5, INC.**

This Amendment No. 4, effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement No. A3618A (Agreement) dated October 23, 2012, as amended by Amendment No.1 dated April 9,2014, Amendment No. 2 dated May 13, 2015, and Amendment No. 3 dated April 28, 2017, between SANTA CLARA VALLEY WATER DISTRICT (District) and NV5, Inc. formerly known as Nolte Associates, Inc. (Consultant), collectively, the Parties.

**RECITALS**

**WHEREAS**, Consultant is currently performing engineering services to design the San Francisquito Creek Pope/Chaucer Street Bridge Replacement Project (Project); and

**WHEREAS**, the Parties desire to amend the Agreement to incorporate design changes based on input from the community and participating local public agencies, and Caltrans's new design criteria; 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 design services; and to modify the schedule for Consultant's performance in consideration of the added services.

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

1. Revised 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.
2. Revised Attachment One to Revised Appendix One, Consultant's Key Staff and Subconsultants, is revised 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.
3. Revised Attachment Three to Revised Appendix One, Task Order, is revised as set forth in the attached Revised Attachment Three to Revised Appendix One, Task Order, and incorporated herein by this reference.
4. Revised Attachment Four to Revised Appendix One, QEMS Fact Sheet, is revised as set forth in the attached Revised Attachment Four to Revised Appendix One, QEMS Fact Sheet, and incorporated herein by this reference.
5. Revised Appendix Two, Fees and Payments, is revised as set forth in the attached Revised Appendix Two, Fees and Payments, and incorporated herein by this reference.

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6. Revised Appendix Three, Schedule of Completion, is revised as set forth in the attached Revised Appendix Three, Schedule of Completion, and incorporated herein by this reference.
7. All other terms and conditions of Agreement A3618A, Amendment No. 1, Amendment No. 2, and Amendment No. 3, not amended as stated herein, remain in full force and effect.

IN WITNESS, WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 4 TO AGREEMENT NO. A3618A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

**SANTA CLARA VALLEY WATER DISTRICT**  
"District"

**NV5, INC.**  
"Consultant"

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

By: \_\_\_\_\_  
Scott Kvandal  
Chief Operating Officer

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

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

ATTEST:

Firm Address:

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

2025 Gateway Place, Suite 156  
San Jose, CA 95110

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## **AMENDMENT NO. 4 TO AGREEMENT A3618A**

### **REVISED APPENDIX ONE SCOPE OF SERVICES**

This Revised Appendix One amends the current Revised Appendix One, Scope of Services, as stated herein. This Revised Appendix One describes the professional engineering design services to be undertaken by Consultant for the District's San Francisquito Creek, Pope/Chaucer Street Bridge Replacement Project (Project). Following completion of Project design, the Parties intend to negotiate and execute an amendment to this Agreement with Consultant to provide construction phase engineering support services as Engineer-of-Record.

#### **I. PROJECT OVERVIEW (UNCHANGED)**

#### **II. GENERAL OBJECTIVES AND REQUIREMENTS (UNCHANGED)**

#### **III. TASKS (REVISED)**

**Services to be provided by the Consultant are described in the following tasks.**

#### **PHASE 1—PRELIMINARY ENGINEERING AND ENVIRONMENTAL CLEARANCE**

##### **Task 1—Project Implementation**

##### **Task 1.1—Project Management**

Consultant will communicate with District and the Project stakeholders on a regular basis in order to provide a complete and successful project. Consultant will coordinate and provide continuous management activity from scoping through final design as a primary Project goal and objective.

##### **Task 1.2—Stakeholder Meetings**

Consultant will facilitate and attend a Project kick-off meeting (1) and thirty (30) additional Project progress meetings as required by District or requested by Consultant and approved by District. The kick-off meeting will be conducted with key District personnel and the team to thoroughly discuss Project objectives, scope, design criteria and management process.

In addition, Consultant will prepare presentation materials for and attend the following meetings:

1. District (2 total)
2. City of Palo Alto Architectural Review Board to discuss 30 percent, 60 percent and 90 percent review comments (3 total)
3. City of Palo Alto Planning and Transportation Commission to discuss 30%, 60% and 90% review comments (3 total)
4. City of Palo Alto Public Arts Commission to discuss 30%, 60% and 90% review comments (3 total)

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5. City of Menlo Park Transportation Commission to discuss 30%, 60% and 90% review comments (3 total)
6. City of Menlo Park Planning Commission to discuss 30%, 60% and 90% review comments (3 total)
7. San Francisquito Creek Joint Powers Authority (SFCJPA) (1 total)

#### **Task 1.3—Quality Assurance/Quality Control**

Throughout the Project, Consultant will ensure Project quality at all levels of design by incorporating District's standardized Quality Assurance/Quality Control Plan. Consultant has included the various steps of the Quality Assurance/Quality Control Plan throughout this Scope of Services.

#### **Task 1.4—Project Schedule**

Consultant will prepare a comprehensive Project schedule, and submit it to District for review and approval. The schedule will be updated on a monthly basis to reflect any changes, and will also be submitted to District for review.

#### **Task 1.5—Public Communication and Outreach Plan**

Consultant will develop a proactive communication plan that outlines the strategies and tactics to be implemented during the course of the design and environmental processing. The plan will serve as a roadmap for engaging and educating the public about the Project and its alternatives.

##### **Task 1.5.1—Project Branding**

Consultant will work with District to develop a graphical “look and feel” to be used on all Project materials, and to differentiate this Project from others.

##### **Task 1.5.2—Public Communication Strategy**

Consultant will use Web-based methods to connect with stakeholders. Consultant will work with District to build on existing stakeholder lists to compile a Project-specific ListServ for purposes of distributing electronic notifications to those on the list. Recipients will be encouraged to distribute the flyer to anyone who would be interested in this effort.

The Project will be highlighted on District's website's homepage through a “What's New” graphic that District will develop. Notification to stakeholders will occur no later than two weeks prior to the first public outreach meeting (see Task 1.5.5).

Consultant will develop a 3x5, two-sided postcard with the Project brand and provide it to District electronically. District will assume responsibility for printing, labeling, and mailing. The intent is for this card to reach residents within a 500-foot radius of the bridge. The same strategy

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will be employed in advance of the second public outreach meeting (see Task 1.5.5), but invitees to the second meeting will include those that signed in at the first meeting and who have shown interest since the first meeting.

#### **Task 1.5.3—Develop Web Site Pages**

Consultant will develop text and page layout recommendations to be housed on District's site. Consultant will provide text; District will execute the posting of the materials on the site with any graphics that will be used. Meetings and all public engagement opportunities will be publicized here, in addition to information about Project milestones, technical memos, the environmental selection process, etc. Consultant recommends that the Web pages go "live" one week prior to the first public meeting.

#### **Task 1.5.4—Bridge Architectural and Landscaping Renderings**

The Consultant will develop two (2) color bridge architectural rendering concepts. The drawings will include different perspectives of the bridge and key details.

To address grade conforms, the Consultant will provide one (1) color landscape rendered concept for each residential frontage affected and the entrance areas to the replacement bridge, to be prepared at 1" = 10". The concepts will show "replacement-in-kind" improvements including turf, groundcover, shrub, tree replacements and homeowner irrigation system upgrades as applicable.

The Consultant will present the bridge architectural and landscape concepts to the local community at the initial public outreach meeting to solicit input and obtain consensus for proceeding with detailed Project features.

#### **Task 1.5.5—Coordinate and Attend Two Public Outreach Meetings**

One public meeting will occur at the outset of the Project to solicit preliminary input and comment regarding key Project design issues and potential Project impacts.

Consultant will develop public meeting materials as outlined below. Consultant will develop and provide the following items.

1. Two (2) foam boards (Welcome and Comments).
2. Fifty (50) copies of a comment card developed as a self-mailer that will not only solicit general input about the Project from meeting participants but also will be made available to those unable to attend. The card will be used to also evaluate (by a numeric scale) the issues most important to the public about the Project. This will help to quantitatively evaluate input.
3. Ten (10) copies of a sign-in sheet.

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#### **4. PowerPoint Template.**

The same deliverables and rounds of review are assumed for deliverables for the second meeting, which is expected to occur close to the 60% design phase so the public can be kept abreast of the Project.

#### **Task 1.5.6—Develop Project Fact Sheet**

Consultant will develop a double-sided fact sheet with Project information and produce (50) copies and distribute them at the meeting. This piece will allow meeting attendees to understand the Project in layperson's terms and will include key milestones, funding information, Project details, and a location map/site photos.

#### **Task 1.5.7—Public Meeting and Comment Summary Memo**

Consultant will document all written and verbal comments received at the meeting and compile them into a table to be easily understood.

Public comments for the first memo will be accepted up to two weeks after the public meeting. This memo will document all activities carried out to educate and engage the public prior to the meeting. This will be a record for District and for the public.

This memo will be submitted to District no later than three weeks after the first meeting and will serve as a voice for the community and to inform future planning efforts. The same will be prepared for the second meeting.

#### **Task 1—Deliverables**

1. Monthly Project Progress Reports (Task 1.1)
2. 49 meetings (Task 1.2)
3. One Set of Peer Review Comments at Each Submittal Milestone (Task 1.3)
4. One Set of Bridge Independent Check Comments, Quantities, and Structural Calculations at 90% Submittal Level (Task 1.3)
5. Project Schedules Updated Monthly (Task 1.4)
6. Public Communications and Outreach Plan (Task 1.5)
  - a. Electronic Notifications to Stakeholders
  - b. Input to District for Project Information on District Web Site
  - c. 3x5 Two-Sided Electronic Postcard for District Reproduction

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- d. Text and Page Layout Information to District to Project page on District Web Site
- e. Two 24x36 Colored Architectural Renderings of the Bridge
- f. One 24x26 Colored Landscape Architectural Rendering of the Project Site
- g. Public Meeting Materials. Materials for each meeting include:
  - i. Two foam boards (Welcome and Comments).
  - ii. Fifty (50) Copies of an 8 ½ x 11 Comment Card Developed as a Self-Mailer.
  - iii. Ten (10) copies of a Sign-in Sheet.
  - iv. PowerPoint Template.
- h. Fifty (50) copies of an 8 ½ x 11 Two-Sided Project Fact Sheet
- i. One Comment Summary Memo

#### **Task 2—Existing Document Review**

Consultant will review available documents regarding the Project. This includes existing road plans, utility drawings, San Francisquito Creek studies and improvement plans and bridge inspection reports, etc. Information collected in Consultant's research will assist Consultant in pursuing the best Project alternative for bridge replacement.

#### **Task 2—Deliverables**

- 1. One Summary Table of the Information and Data Collected.

#### **Task 3—Utility Coordination**

Consultant will provide utility coordination services with the objective of obtaining comprehensive data for various utilities occurring within the Project limits and within the jurisdictions of the City of Palo Alto and the City of Menlo Park. Utilities are expected to include, but will not be limited to, utility poles, water pipelines, sewer pipelines and storm drain facilities. Due to the proximity of existing utility poles on both Palo Alto Avenue and Woodland Avenue, relocations are anticipated for the Project. Early coordination with PG&E will occur once preliminary bridge design is completed.

In addition, following Caltrans utility procedures, standard A, B, and C letters of utility notification will be prepared by Consultant, reviewed by the City of Palo Alto and the City of Menlo Park, and signed and submitted by District. Consultant anticipates contacting PG&E, CATV, and AT&T to discuss their utility locations and potential impact on the Project.

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#### **Task 3—Deliverables**

1. Utility A, B, and C notification letters
2. PG&E contact and application process for pole relocation

#### **Task 4—Survey**

Consultant will provide the Project base mapping in AutoCAD. The base mapping will include:

1. Existing Topography
2. Design Survey Control
3. Existing and Proposed Right-of-Way Limits

#### **Task 4.1—Topographic Survey**

The Topographic Survey will be established and correlated with the existing District survey control for San Francisquito Creek. Pursuant to field confirmation, the Consultant will utilize the existing topographic survey and base mapping provided by the District. The limits of the Consultant survey will extend approximately 50 feet north and south of the existing bridge and 200 feet east and west of San Francisquito Creek along Pope and Chaucer Streets and to the right of way along Woodland Avenue and Palo Alto Avenue. This survey will be performed using conventional survey techniques and will show the location of existing trees (over 6" in diameter), existing bridge and support foundations, top and toe of slopes, edge of water and current water elevation, existing fences, adjacent structures, adjacent roadways, and utility information within the Project area.

The location of visible utility vaults, manholes, catch basins and invert information of Storm and Sanitary Sewers will be shown based upon a field survey. The location of underground utilities lines such as: gas, water, electric, telephone, and any on-site utilities will be shown based upon available records. Mechanical detection of existing utilities is specifically excluded. Contours will be shown at 1-foot intervals or as appropriate to clearly define the slopes.

#### **Task 4.2—Right-of-Way Constraints Map**

This task will include:

1. Research and review existing title reports (provide by client), deeds, maps, easements and other pertinent information.
2. Perform field reconnaissance to identify existing Property Corners and monumentation called for by record maps and deeds.
3. Perform a field survey to locate existing monumentation and physical features necessary for the resolution of the existing right-of-way within the Project area.
4. Perform right-of-way analysis.



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5. Prepare a Right-of-Way Constraint Exhibit after the preferred alternative has been determined and the Project limits set. This exhibit will show the Project footprint superimposed on the existing right-of-way to help determine the location of the revised right-of-way limits.
6. Property Corners will not be established as a part of this scope of services. If a Record of Survey or Corner Record is required in accordance with Section 8771 of the Professional Land Surveyors Act, it will be provided under Optional Services.

#### **Task 4—Deliverables**

1. Site Topographic Survey (Task 4.1)
2. Right-of-Way Constraint Exhibit (Task 4.2)

#### **Task 5—Location Hydraulic Study/Bridge Hydraulic Report**

##### **Task 5.1—Preliminary Design/Hydraulics Analysis**

The preliminary hydraulic analysis of the Bridge, will include obtaining the current HEC-RAS hydraulic model for both the current condition of the Creek and the planned condition of the Creek from District, and confirm with both the SFCJPA and District the ultimate hydraulic condition for the Creek. Each of these models will be modified to include the alternative bridge configurations.

##### **Task 5.2—Location Hydraulics Study**

Consultant will prepare the Location Hydraulics Study. The Location Hydraulics Study (LHS) will identify the existing floodplain conditions, the potential hydraulic impacts of the proposed Project, and the resultant impacts if the Project is constructed with any necessary mitigation. Project hydrology and the current San Francisquito Creek hydraulic model, established by District, will be used by Consultant as the basis for the detailed bridge studies.

##### **Task 5.3—Bridge Hydraulic Report**

In the design phase of the Project, the information and models developed for the Location Hydraulic Study will be updated and used as the basis for the preparation of the Project Bridge Hydraulic Report. This report will include the appropriate items identified in the Caltrans Local Assistance Procedures Manual, Section 11, Exhibit 11-E, Checklist for Drainage Studies and Report.

#### **Task 5—Deliverables**

1. Preliminary Design—Hydraulics (Task 5.1)
2. Location Hydraulics Study (Task 5.2)
3. Bridge Hydraulic Report (Task 5.3)

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#### **Task 6—Geotechnical Investigations**

Consultant will take the lead in performing the geotechnical investigations and preparing the geotechnical reports. The intent of the geotechnical investigations will be to provide a foundation report and develop bridge foundation design and roadway structural section parameters.

##### **Task 6.1—Research and Data Collection**

Consultant will review the readily available geologic and soil literature in the vicinity of the site. Consultant understands from the as-built Log Of Test Boring (LOTB), the existing structure is supported on driven piles.

Consultant will comply with necessary permit requirements, and assist the team in preparing for and applying for the permits. Estimated permit application fees are included in the budget for the City of Palo Alto/Menlo Park.

##### **Task 6.2—Prepare Type Selection Geotechnical Memorandum**

Consultant will perform preliminary engineering analyses and develop a Type Selection Memorandum for the Project. Preliminary design discussions will include types and approximate capacities of the proposed foundations.

##### **Task 6.3—Prepare Final Foundation Report**

Consultant will prepare a detailed report including design recommendations for foundation type and footing elevations lateral design capacities, pile foundation recommendations.

Consultant will also discuss seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions from this standpoint. Information related to Caltrans Seismic design criteria (SDC v 1.6) and 2010 updates will be provided. Information related to the recently revised seismic design guidelines and the ARS curves (2010) will also be provided.

Consultant will prepare a final Foundation report for the structure. Using the general plan as a base map, Consultant will also provide boring logs. Consultant will provide Design Review Consultation through final design.

#### **Task 6—Deliverables**

1. Geotechnical Memorandum (Task 6.2)
2. Geotechnical Report (Task 6.3)
3. Log of Test Borings Sheet (for inclusion in the Contract Plans) (Task 6.3)

#### **Task 7—Preliminary Engineering and Type Selection**

Consultant will plan, design, and coordinate the required preliminary engineering documents needed to define the scope of the Project. This task will include the analysis of two bridge

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replacement alternatives, the preparation of a Bridge Type Selection Memorandum, and the preparation of a 30% plan set and estimate of the preferred Project alternative. Preliminary bridge architectural features and landscaping concepts will also be developed.

#### **Task 7.1—Bridge Type Selection Memorandum**

In coordination with District, Consultant will provide alternative analyses and type selection services necessary to analyze alternatives and select the most appropriate bridge replacement type, bridge architectural features, and landscaping features for the Project. The results of the analysis will be presented in a Draft Bridge Type Selection memorandum prepared by Consultant. The draft memorandum will provide a recommendation on the preferred bridge replacement type, bridge aesthetics, and Project landscaping for the District to review and approve. The Draft Bridge Type Selection memorandum will be distributed to SFCJPA, City of Palo Alto, and the City of Menlo Park for review and comments. The Consultant will address or incorporate all comments received from SFCJPA, the two cities, and the District to prepare a Final Bridge Type Selection Report.

Consultant will prepare final PS&E Project plans based on the selection of a preferred alternative by District and the approval of the Final Bridge Type Selection Report.

#### **Task 7.2—Traffic Analysis**

Consultant will conduct a traffic evaluation for the Pope/Chaucer Street Bridge replacement Project.

##### **Task 7.2.1—Existing Traffic Condition**

Consultant will collect the a.m. and p.m. peak hour turning movement volumes for four intersections:

1. Pope Street/Woodland Avenue (North leg)
2. Pope Street/Central Street (North leg)
3. Palo Alto Avenue/Chaucer Street
4. University Avenue/Chaucer Street

Consultant will collect any bike or pedestrian volumes at the same time. In addition, 48-hour ADT tube volumes will be collected on Pope/Chaucer Street (two locations) and Woodland Avenue.

##### **Task 7.2.2—Determine Potential Impact**

Currently the intersection of Pope Street and Woodland Avenue is all way stop-controlled, and Chaucer Street is stop-controlled at Palo Alto Avenue.

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#### **Corner Sight Distance at Controlled Intersections**

Both intersections will be planned and located to provide as much sight distance as possible. A substantially clear line of sight will be maintained between the driver of a vehicle waiting to cross the road and the driver of an approaching vehicle in the main roadway.

#### **All-Way or Two-Way Stop Warrants**

For the stop control at Palo Alto Avenue, Consultant will determine controls such as All-Way or Two-Way Stop based on the Manual on Uniform Traffic Control Devices (MUTCD) California Edition.

Consultant will conduct All-Way Stop analysis for the intersections based on the MUTCD criteria. This will include collision analysis based on a review of the most current five-year SWITRS collision database.

#### **Signal Warrants**

If an All-Way Stop warrant is met, then Consultant will proceed to determine whether the intersection also meets signal warrants. The warrant for a traffic control signal is based on applicable factors contained in the MUTCD and other factors related to existing operation and safety.

#### **Task 7.2.3—Assess Potential Traffic Diversion and Impact of Non-Auto Model of Travel**

In order to determine the potential for traffic to be diverted to the improved and widened bridge, Consultant will use the collected traffic counts at the four key locations in Simtraffic micro-simulation to determine the potential future traffic on the bridge.

#### **Task 7.2.4—Prepare Temporary Traffic Control Plan**

Consultant will prepare temporary traffic control plan for Project construction based on the MUTCD.

#### **Task 7.2.5—Traffic Plan Study**

Consultant will prepare a letter traffic report summarizing the methodology, findings and recommendations of the study. A draft report (complete with tables, figures and appendices) will be provided for review. The report's appendices will contain detailed calculations, count data and other information used in the study. Consultant will respond to one set of comments and finalize the report.

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#### **Task 7.2.6—Meetings/Coordination**

Consultant will meet or communicate with the SFCJPA, the City of Palo Alto, the City of Menlo Park, and District during preparation of the study. These meetings or communications will include review, meetings to discuss the study.

Consultant will attend two community outreach meetings (see Task 1.5.5). Additional public meeting attendance and participation may be included if desired by District under Optional Services.

#### **Task 7.3—30 Percent Preliminary Plans and Estimate**

Upon receipt of written documentation from District identifying the preferred bridge type for the Project and the approval of the Final Bridge Type Selection Memorandum, Consultant will prepare preliminary roadway, bridge, and landscaping plans for the selected Project alternative (one alternative). The selected bridge aesthetic features will also be prepared.

These preliminary plans will provide enough data to convey a complete scope of the Project. All of the plans will be prepared in accordance with the Caltrans Local Assistance Procedures Manual.

Concurrent with the development of the 30 percent plans, Consultant will prepare a preliminary construction cost estimate.

#### **Task 7—Deliverables**

1. Draft and Final Bridge Type Selection Memorandum (Task 7.1)
2. Ten (10) full-size plan sheet sets (Task 7.3)
3. Ten (10) copies of the Preliminary Construction Cost Estimate (Task 7.3)
4. Digital file, on compact disc (Task 7.3)

### **PHASE 2—FINAL DESIGN & PERMITTING**

#### **Task 8—Final Design & PS&E Development**

After acceptance has been given on the 30 percent Preliminary Plans, Consultant will begin the final design work and preparation of the PS&E. This phase will include the development of the bridge and roadway plans which will be prepared in accordance with the Bridge Design Details Manual and the Highway Design Manual as published by Caltrans. This phase will also include the preparation of Special Provisions to accompany the State of California Standard Specifications.

The initial step of the final design phase will be the development of the first (60%) submittal of the plans, special provisions, and estimate (PS&E).

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#### **Task 8.1—Bridge Structural Design**

Consultant will prepare a full structural design on the selected bridge alternative identified in the Bridge Type Selection Report. The design will be conducted in accordance with:

1. Caltrans Bridge Design Manuals
2. AASHTO LRFD Bridge Design Specifications with current Interims and Caltrans Addenda
3. Caltrans Seismic Design Criteria

#### **Task 8.2—Bridge Architectural Design**

Consultant will provide bridge architectural construction details for the bridge layout, barriers, art and other aesthetic enhancements.

##### **Task 8.2.1—Computer Renderings**

The selected bridge will be computer rendered by Consultant. These renderings will include four (4) main views, including an aerial, creek level (below bridge), pedestrian/bike view, and a view from automobile perspective.

##### **Task 8.2.2—Lighting Decorative and Safety**

Consultant will develop the lighting layouts for safety and decorative needs.

##### **Task 8.2.3—Architectural Construction Details**

Consultant will develop the bridge architectural construction details for key element of the bridge structure including the belvederes (overlooks), light fixtures, standards and outriggers, handrails/auto barriers, sidewalk, surface patterns, and sign standards.

#### **Task 8.3—Roadway Design**

Consultant will refine the selected horizontal and vertical roadway alignment developed in our 30% plan submittal. Consultant will design roadway cross sections and construction details as part of this task. Detailed earthwork calculations will be performed as well. Drainage systems and construction staging requirements will also be developed.

#### **Task 8.4—Traffic Control/Construction Staging Plans**

Consultant will develop traffic control and construction staging plans that will allow for the construction of the Project while limiting the inconvenience and impact to the local community.

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#### **Task 8.5—Landscape & Irrigation Design**

Based on the comments received for the public outreach process, Consultant will prepare the detailed construction drawings and specifications needed to construct the proposed Project landscaping.

#### **Task 8.6—60 Percent Preliminary Plans, Special Provisions & Estimate**

Concurrently with the design efforts for this Project, Consultant will prepare the 60 Percent PS&E. This phase will include the development of the bridge and roadway plans. These plans will be prepared in accordance with the Bridge Design Details Manual and the Highway Design Manual as published by Caltrans. This task will also include the preparation of Special Provisions to accompany the State of California Standard Specifications. Environmental mitigation measures, if required, will be incorporated into the development of these documents.

##### **Plans**

The plan sheets will be prepared in English units. Consultant will use AutoCAD Civil 3D. Plans for each submittal are listed in Attachment F.

##### **Special Provisions**

Consultant will use the most current version of the Standard Special Provisions available from Caltrans and will revise the Standard Special Provisions to meet the requirements for this specific Project. The special provisions document will be developed using Microsoft Word.

##### **Cost Estimate**

Along with the plans and special provisions, a detailed construction cost will be developed. This estimate will be based on quantity take-off calculations performed and checked by the Consultant and unit cost information for each of the items listed. The unit cost data will be based on past relevant experience with similar projects; including any District construction cost data, and the latest version of Contract Cost Data as prepared by Caltrans.

#### **Task 8.7—First (60 Percent) PS&E Submittal**

Upon completion of this portion of work and after the environmental documents have been approved for the Project, Consultant will submit for review and comment the 60 Percent PS&E package.

#### **Task 8.8—Independent Design Check**

At the 60 percent complete stage of the Project, a comprehensive Quality Control Review of the Plans, Specifications, and Construction Cost Estimate will be performed by Consultant. In addition, Consultant will have an independent bridge design check conducted. The independent design check will be performed on the 60 percent plan set by an engineer not involved in the

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initial design of the Project. It will consist of a thorough review of the Bridge Plans and Draft Special Provisions. The independent design check for action or response will include a list of issues to be addressed by the Consultant and a set of independent check calculations.

#### **Task 8.9—Response to Review Comments/90 Percent PS&E Revisions**

Upon receipt of District, State, and other review agency comments on the 60 percent complete Project documents, revisions will be made to the Plans, Special Provisions, and Estimate in preparation for the 90 percent submittal package. A written response will be prepared by the designer addressing the reviewer or checker comments. The Project Special Provisions will also be finalized in Caltrans' standard format for inclusion in the Bid Documents along with the boilerplate portion provided by District.

#### **Task 8.10—Second (90 percent) PS&E Submittal**

A complete set of checked Plans, Specifications, and Construction Cost Estimate will be submitted to District and Caltrans for final review and approval.

#### **Task 8.11—Third (100 percent) Construction Document PS&E Submittal**

Design comments on the 90 percent PS&E submittal made by District and Caltrans will be incorporated into the Final Plans Special Provisions and Estimates, as appropriate. The final drawings, special provisions, and estimates will be prepared in accordance with the Local Programs Manual and presented to District at the completion of the design phase of the Project. All documents will be stamped and signed by a licensed civil or structural engineer registered in California.

#### **Task 8—Deliverables**

At each stage of completion (60 Percent, 90 Percent, and 100 Percent), Consultant will submit the following:

1. 10 full size plan sheet sets (Tasks 8.7, 8.10, and 8.11)
2. 10 copies of the Special Provisions (Tasks 8.7, 8.10, and 8.11)
3. 10 copies of the Construction Cost Estimate (Tasks 8.7, 8.10, and 8.11)
4. Digital files, on compact disc (Tasks 8.7, 8.10, and 8.11)
5. Independent bridge design check calculations (Task 8.8)

#### **Task 9—Right-of-Way Engineering Services**

Based on the right-of-way constraints map, Consultant will prepare a Plat and Legal Description for a maximum of five (5) Acquisition Parcels or Temporary Construction Easements. Additional Plat and Legal Descriptions may be requested as necessary by the District under Optional Services.



## **AMENDMENT NO. 4 TO AGREEMENT A3618A**

### **REVISED APPENDIX ONE SCOPE OF SERVICES**

#### **Task 9—Deliverables**

1. Two copies of signed Plat Maps and Legal Descriptions for each of the affected parcels.

#### **PHASE 3—BIDDING ASSISTANCE**

#### **Task 10—Construction Bid Assistance**

##### **Task 10.1—Bidding Assistance**

Upon completion of the final design phase, Consultant will provide Bidding Assistance. Consultant will assist District in answering technical questions relative to the plans, special provisions, and quantity estimates, and the preparation of required PS&E addendums.

Further, Consultant will assist at the District's request during the bidding phase of the Project by:

1. Responding to bidders' questions pertaining to the bid documents including plans and specifications within two (2) business days of receipt.
2. Attending one (1) pre-bid conference including site visit.
3. Preparing bid document addenda if clarifications or changes to bid documents including plans and specifications are needed.
  - a. Changes to drawings will be shown on 8.5x11 sheets to the extent possible.
  - b. Changes to drawings will be signed and stamped and will be provided to the District within 5 business days of written request from District.
  - c. During preparation of each addendum, Consultant will determine any construction schedule and cost impact of the addendum and submit to District for consideration prior to finalizing addendum.
4. Preparing a conformed set of construction Contract Documents for use during construction.

#### **District Responsibilities**

1. District will receive all bidders' questions, convey those questions related to Consultant's work to Consultant, and disseminate the responses to bidders.
2. District will be responsible for generating pre-bid conference notes and disseminating the notes to bidders.
3. District will be responsible for reproducing and distributing bid documents, and addenda documents.

## **AMENDMENT NO. 4 TO AGREEMENT A3618A**

### **REVISED APPENDIX ONE SCOPE OF SERVICES**

#### **Task 10—Deliverables**

1. Written responses to bidders' questions. (Task 10.1.a)
2. Attendance at pre-bid conference including site visit and provide written response to issues raised during the bid period. (Task 10.1.b)
3. Prepare addenda including signed, stamped revised design documents if necessary for an addenda (Task 10.1.c)
4. Electronic copy of conformed set of construction Contract Documents (Task 10.1.d)

#### **Task 11—Optional Services**

1. The District may require Optional Services from Consultant during the Agreement term on an as-needed basis. Prior to performing any Optional Service, Consultant must obtain, through the District's Project Manager, written authorization from the District's Watershed Capital Division Deputy Operating Officer in the form of a Task Order (See Attachment Three, Task Order Template to this Appendix One). The Task Order will state the agreed upon scope of the services requested, associated not-to-exceed fees, and any schedule impacts.
2. Details of the specific scope, deliverable, and not-to-exceed fees for any Optional Services will be developed with the District and submitted in writing prior to approval to perform services.
3. Consultant will provide additional services for any quantity of deliverables beyond those stated in Task 1 through 10 to include, but not limited to:
  - a. Caltrans Bridge Type Selection Report: Should Federal HBP money become available for Project construction, Consultant will augment the Bridge Type Selection Memorandum and prepare a full Caltrans Bridge Type Selection Report. This report would be submitted to Caltrans on behalf of the District for Caltrans review and approval.
  - b. Geotechnical Laboratory Testing: Consultant will perform laboratory tests on representative soil samples such as moisture density, unconfined compression, gradation analyses, corrosion tests, and Plasticity Index test, as necessary.
  - c. A court reporter to take verbal comments from those attending the public communications and outreach meeting(s).
  - d. Additional meetings.
  - e. Additional status/progress reports.

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- f. Additional memoranda.
- g. Technical services including CADD, survey and right-of-way.

#### **IV. ADDITIONAL TERMS AND CONDITIONS**

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

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#### **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 Russell Chen, Associate Civil Engineer.
- 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. Optional Services will be assigned to the Consultant through issuance of Task Orders. After Optional 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:
  - (1) Description of the services, including deliverables.

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### **REVISED APPENDIX ONE SCOPE OF SERVICES**

- (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

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### REVISED APPENDIX ONE SCOPE OF SERVICES

has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials.

- 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

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### REVISED APPENDIX ONE SCOPE OF SERVICES

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.

- (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:

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### REVISED APPENDIX ONE SCOPE OF SERVICES

- (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
  - (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;



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### REVISED APPENDIX ONE SCOPE OF SERVICES

- 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.
  - (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.

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

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### REVISED APPENDIX ONE SCOPE OF SERVICES

be provided under this Agreement will be referred immediately to the District. Consultant will not communicate with the media regarding any such matter.

#### 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.
- 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

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### REVISED APPENDIX ONE SCOPE OF SERVICES

Attention: Ngoc Nguyen, Interim Deputy Operating Officer  
Watersheds Design and Construction Division

E-mail: NNguyen@valleywater.org  
Phone: (408) 630-2632

#### **Consultant:**

NV5, Inc.  
2025 Gateway Place, Suite 156  
San Jose, CA 95110  
Attention: Scott Kvandal, Chief Operating Officer

E-mail: Scott.Kvandal@NV5.com  
Office: (408) 392-7200  
Fax: (408) 392-0101

#### 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)

Revised Attachment Two—Dispute Resolution (UNCHANGED)

Revised Attachment Three—Task Order Template (REVISED)

Revised Attachment Four—QEMS Fact Sheet (REVISED)

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**AMENDMENT NO. 4 TO AGREEMENT A3618A**

**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:

| <b>Team Member</b> | <b>Project Role/Title</b>                  | <b>Contact Information</b>   |
|--------------------|--|--|
| Jack Walker        | Project Director                           | 2025 Gateway Place, Suite 156<br>San Jose, CA 95110<br>(559) 666-1904 office<br>(559) 801-7505 cell<br>E-mail: Jack.Walker@nv5.com |
| Mike McNeely       | Project Manager                            | 2025 Gateway Place, Suite 156<br>San Jose, CA 95110<br>(408) 892-4465<br>E-mail: Mike.McNeely@nv5.com                              |
| Jack Abcarius      | QA/QC Manager                              | 2025 Gateway Place, Suite 156<br>San Jose, CA 95110<br>(858) 385-2128<br>E-mail: Jack.Abcarius@nv5.com                             |
| Roger Montes       | Roadway Engineer /<br>Utility Coordination | 2025 Gateway Place, Suite 156<br>San Jose, CA 95110<br>(408) 392-7222<br>E-mail: Roger.Montes@nv5.com                              |
| Dave Schott        | Bridge Engineer                            | 2025 Gateway Place, Suite 156<br>San Jose, CA 95110<br>(408) 392-7267<br>E-mail: David.Schott@nv5.com                              |
| Nona Espinosa      | Hydraulics                                 | 2025 Gateway Place, Suite 156<br>San Jose, CA 95110<br>(408) 392-7247<br>E-mail: Nona.Espinosa@nv5.com                             |

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.

**AMENDMENT NO. 4 TO AGREEMENT A3618A**

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

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

| <b>Firm</b>             | <b>Project Role</b>        | <b>Contact Information</b>  |
|-------------------------|----------------------------|---|
| ICF International       | Public Outreach            | Adam Wagschal<br>820 Wiley Ct<br>Arcata, CA 95521<br>(707) 496-2088<br>E-mail Address: Adam.wagschal@icf.com                                    |
| MacDonald Architects    | Bridge Architecture Design | Donald MacDonald<br>1516 Folsom Street<br>Suite B San Francisco, CA 94103<br>(415) 626-9100<br>E-mail Address: dmd@dmdarch.com                  |
| Parikh Consultants Inc. | Geotechnical Engineer      | Gary Parikh<br>2360 Qume Drive, Suite A<br>San Jose, CA 95131<br>(408) 452-9000<br>E-mail Address: GParikh@parikhnet.com                        |
| TJKM                    | Traffic Studies            | Ruta Jariwala<br>3875 Hopyard Road, Suite 200<br>Pleasanton, CA 94588<br>(925) 463-0611<br>E-mail Address: rjariwala@TJKM.com                   |
| Callander Associates    | Landscape Architecture     | Nate Ritchie<br>1633 Bayshore Highway, Suite 133<br>Burlingame, CA. 94010<br>(650) 375-1313<br>E-mail Address: nritchie@callanderassociates.com |
| BRG                     | QA/ QC Bridge Ind. Check   | Noel Suan<br>3831 North Freeway Blvd, Suite 110<br>Sacramento, CA 95834<br>(916) 566-1166<br>E-mail Address: nsuan@brgeng.net                   |

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.

## **AMENDMENT NO. 4 TO AGREEMENT A3618A**

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

- B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District for concurrence.
- C. Consultant may utilize subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.
  - (1) Consultant must obtain the District's approval of all subconsultants. Upon the District's request, Consultant must provide copies of all subconsultant agreements.
  - (2) Consultant must require its delegates or subconsultants to agree, in writing, to adhere to terms and conditions of this Agreement.
- D. Any delegation or use of subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.
- E. If any of Consultant's designated key staff persons or subconsultants fail to perform to the satisfaction of the District, on written notice from the District, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.
- F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.
- G. Consultant's Key Staff

The District Project Manager may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.
- H. Consultants Subconsultants
  - (1) The District Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the scope of services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.
  - (2) The District 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.

**AMENDMENT NO. 4 TO AGREEMENT A3618A**

**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 IV. 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. 4 TO AGREEMENT A3618A**

**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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REVISED ATTACHMENT FOUR 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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## REVISED ATTACHMENT FOUR 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 **ISOmgtRep@valleywater.org**. Or use our **Access Valley Water** customer request and information system at **valleywater.org** to find out the latest information on district projects or to submit questions, complaints or compliments directly to a district staff person.

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## **AMENDMENT NO. 4 TO AGREEMENT A3618A**

### **REVISED APPENDIX TWO FEES AND PAYMENTS**

#### **I. GENERAL**

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 Fixed 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**

Total payment for services performed, as described in Appendix One and Revised Appendix One, Scope of Services, will not exceed a total amount of **\$750,610** 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 the Chief Executive Officer, as authorized by the Board. Consultant guarantees that it will complete the contracted Scope of Services for the Total NTE amount stated herein.

#### **III. COST BREAKDOWN**

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 Optional Services without prior written authorization by the District as stated in Appendix One or Revised Appendix One of this Agreement.

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**AMENDMENT NO. 4 TO AGREEMENT A3618A****REVISED APPENDIX TWO  
FEES AND PAYMENTS****COST BREAKDOWN**

| <b>Task</b>  | <b>Description</b> | <b>Original Agreement Total Not-to-Exceed Fees</b> | <b>Amendment No. 1 Not- to- Exceed Fees</b> | <b>Amendment No. 2 Not- to- Exceed Fees</b> | <b>Amendment No. 3 Not- to- Exceed Fees</b> | <b>Amendment No. 4 Not- to- Exceed</b> | <b>Revised Total Not-to-Exceed Fees</b> |
|--|--------------------|--|---|---|---|--|---|
| <b>PHASE 1—PRELIMINARY ENGINEERING AND ENVIRONMENTAL CLEARANCE</b> |                    |  |   |   |   |  |   |
| Task 1—Project Implementation                                      |                    |  |   |   |   |  |   |
|  |                    | \$86,025   | \$0   | \$0   | \$0   | \$49,864                               | \$135,889                               |
| Task 2—Existing Document Review                                    |                    |  |   |   |   |  |   |
|  |                    | \$8,253  | \$0   | \$0   | \$0   | (\$67)                                 | \$8,186                                 |
| Task 3—Utility Coordination  |                    |  |   |   |   |  |   |
|  |                    | \$10,474   | \$0   | \$0   | \$0   | (\$5000)                               | \$5,474                                 |
| Task 4—Survey  |                    |  |   |   |   |  |   |
|  |                    | \$25,802   | \$0   | \$0   | \$0   | (\$10,362)                             | \$15,440                                |
| Task 5—Location Hydraulic Study/Bridge Hydraulic Report            |                    |  |   |   |   |  |   |
|  |                    | \$43,140   | \$0   | \$0   | \$0   | \$4,976                                | \$48,116                                |
| Task 6—Geotechnical Investigations                                 |                    |  |   |   |   |  |   |
|  |                    | \$27,001   | \$0   | \$0   | \$0   | \$4,520                                | \$31,521                                |
| Task 7—Preliminary Engineering and Type Selection                  |                    |  |   |   |   |  |   |
|  |                    | \$85,181   | \$0   | \$0   | \$0   | (\$14,376)                             | \$70,805                                |

**AMENDMENT NO. 4 TO AGREEMENT A3618A****REVISED APPENDIX TWO  
FEES AND PAYMENTS**

| <b>Task</b>                                  | <b>Description</b> | <b>Original Agreement Total Not-to-Exceed Fees</b> | <b>Amendment No. 1 Not to Exceed Fees</b> | <b>Amendment No. 2 Not to Exceed Fees</b> | <b>Amendment No. 3 Not to Exceed Fees</b> | <b>Amendment No. 4 Not to Exceed Fees</b> | <b>Revised Total Not-to-Exceed Fees</b> |
|--|--------------------|--|---|---|---|---|---|
| <b>PHASE 2—FINAL DESIGN &amp; PERMITTING</b> |                    |  |   |   |   |   |   |
| Task 8—Final Design & PS&E Development       |                    |  |   |   |   |   |   |
|  |                    | \$198,496  | \$0                                       | \$0                                       | \$0                                       | \$171,794                                 | \$370,290                               |
| Task 9—Right-of-Way Engineering Services     |                    |  |   |   |   |   |   |
|  |                    | \$5,010  | \$0                                       | \$0                                       | \$0                                       | \$0                                       | \$5,010 (unchanged)                     |
| <b>PHASE 3—BIDDING ASSISTANCE</b>            |                    |  |   |   |   |   |   |
| Task 10—Construction Bid Assistance          |                    |  |   |   |   |   |   |
|  |                    | \$4,952  | \$0                                       | \$0                                       | \$0                                       | \$4,464                                   | \$9,416                                 |
| <b>OPTIONAL SERVICES</b>                     |                    |  |   |   |   |   |   |
| Task 11—Optional Services                    |                    |  |   |   |   |   |   |
|  |                    | \$15,463   | \$0                                       | \$0                                       | \$0                                       | \$35,000                                  | \$50,463                                |
| <b>TOTAL NOT-TO-EXCEED AMOUNT</b>            |                    | <b>\$509,797</b>                                   | <b>\$0</b>                                | <b>\$0</b>                                | <b>\$0</b>                                | <b>\$240,813</b>                          | <b>\$750,610</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:

## **AMENDMENT NO. 4 TO AGREEMENT A3618A**

### **REVISED APPENDIX TWO FEES AND PAYMENTS**

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 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly and unit rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco–Oakland–San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.0 percent, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District Deputy Operating Officer.

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**AMENDMENT NO. 4 TO AGREEMENT A3618A****REVISED APPENDIX TWO  
FEES AND PAYMENTS****HOURLY/UNIT RATE SCHEDULE**

| <b>Classifications</b>            | <b>Original<br/>Agreement<br/>Hourly Rate</b> | <b>Oct. 2017<br/>Amendment<br/>No. 4 Hourly<br/>Rates</b> |
|-----------------------------------|---|---|
| <b>PRIME – NV5, Inc.</b>          |   |   |
| Principal in Charge               | \$204.00                                      | \$224   |
| Engineering Manager               | \$194.00                                      | \$213   |
| Discipline Lead                   | \$194.00                                      | \$213   |
| Senior Engineer                   | \$149.00                                      | \$164   |
| Associate Engineer                | \$105.00                                      | \$115   |
| Assistant Engineer                | \$ 95.00                                      | \$104   |
| Survey Manager                    | \$186.00                                      | \$205   |
| CADD Technician                   | \$105.00                                      | \$116   |
| Project Assistant                 | \$ 91.00                                      | \$100   |
| Two-Person Crew (Prevailing Wage) | \$231.00                                      | \$254   |
| Electrical PM                     |   | \$160   |
| Electrical Admin                  |   | \$85  |
| Electrical Engineer               |   | \$165   |
| Electrical Lead Designer          |   | \$135   |

**AMENDMENT NO. 4 TO AGREEMENT A3618A**

**REVISED APPENDIX TWO  
FEES AND PAYMENTS**

| <b>Classifications</b>                           | <b>Original<br/>Agreement<br/>Hourly Rate</b> | <b>Oct. 2017<br/>Amendment<br/>No. 4 Hourly<br/>Rates</b> |
|--|---|---|
| <b>SUBCONSULTANTS</b>                            |   |   |
| <b>ICF – Public Outreach</b>                     |   |   |
| Senior Consultant III                            | \$172.00                                      | \$190   |
| Senior Consultant I                              | \$140.00                                      | \$154   |
| Associate Consultant III                         | \$126.00                                      | \$139   |
| Associate Consultant II                          | \$117.00                                      | \$129   |
| <b>MacDonald Architect – Bridge Architecture</b> |   |   |
| Project Manager & Principal                      | \$194.00                                      | \$213   |
| Project Assistant                                | \$102.00                                      | \$64  |
| Senior CADD Technician                           | \$ 76.00                                      | \$84  |

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**AMENDMENT NO. 4 TO AGREEMENT A3618A**

**REVISED APPENDIX TWO  
FEES AND PAYMENTS**

| <b>Classifications</b>                        | <b>Original<br/>Agreement<br/>Hourly Rate</b> | <b>Oct. 2017<br/>Amendment<br/>No. 4 Hourly<br/>Rates</b> |
|---|---|---|
| <b>Parikh Consultants Inc. – Geotechnical</b> |   |   |
| Project Manager                               | \$194.00                                      | \$213   |
| Senior Project Engineer                       | \$140.00                                      | \$154   |
| Senior Staff Engineer                         | \$82.00                                       | \$90  |
| Staff Engineer                                | \$72.00                                       | \$79  |
| CADD Technician                               | \$72.00                                       | \$79  |
| Laboratory Technician                         | \$98.00                                       | \$108   |
| Field Engineer                                | \$91.00                                       | \$100   |
| Contract Administrator                        | \$123.00                                      | \$135   |

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**AMENDMENT NO. 4 TO AGREEMENT A3618A****REVISED APPENDIX TWO  
FEES AND PAYMENTS**

| <b>Classifications</b>                               | <b>Original Agreement Hourly Rate</b> | <b>Oct. 2017 Amendment No. 4 Hourly Rates</b> |
|--|---------------------------------------|---|
| <b>Callandar Associates – Landscape Architecture</b> |                                       |   |
| Principal  | \$163.00                              | \$179   |
| Construction Manager                                 | \$118.00                              | N/A   |
| Project Manager (2)                                  | \$94.00                               | \$138   |
| Admin  | \$66.00                               | \$105   |
| Word Processor                                       | \$52.00                               | N/A   |
| <b>BRG – QA / QC - Bridge Independent Check</b>      |                                       |   |
| Principal  | \$155.00                              | \$171   |
| Senior Engineer                                      | \$140.00                              | \$154   |
| Associate Engineer                                   | \$125.00                              | \$138   |
| Assistant Engineer                                   | \$105.00                              | \$116   |
| Technician / CADD Operator                           | \$90.00                               | \$99  |
| Administrator  | \$70.00                               | \$77  |

## **AMENDMENT NO. 4 TO AGREEMENT A3618A**

### **REVISED APPENDIX TWO FEES AND PAYMENTS**

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 to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to an Optional 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 Optional 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 3 percent. 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, CA. 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:

## **AMENDMENT NO. 4 TO AGREEMENT A3618A**

### **REVISED APPENDIX TWO FEES AND PAYMENTS**

- a. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.
  - b. Direct charges by Scope of Service Task.
  - c. Consultant's summary of the amount Consultant has been billed by their subconsultants and subcontractors and further detailed by Scope of Service Task.
  - d. Direct charges must reflect actual fees versus the Agreement not to exceed fees in this Revised Appendix Two.
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.

## AMENDMENT NO. 4 TO AGREEMENT A3618A

### REVISED APPENDIX TWO FEES AND PAYMENTS

- 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 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 percent** or more of the Total Not to Exceed Amount stated in this Revised Appendix Two and Consultant agrees to use its best efforts to meet this goal.

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## AMENDMENT NO. 4 TO AGREEMENT A3618A

### REVISED APPENDIX THREE SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of this Agreement. This Agreement expires **June 30, 2019**, unless its term is modified by a written amendment hereto, signed by both Parties prior to its expiration.
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 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 Section VII DELAYS AND EXTENSIONS.
6. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and such approval will be confirmed in writing.

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**AMENDMENT NO. 4 TO AGREEMENT A3618A****REVISED APPENDIX THREE  
SCHEDULE OF COMPLETION****PROJECT SCHEDULE**

| <b>Task</b>  | <b>Description</b>   | <b>Completion Date<br/>or Duration From<br/>NTP</b> |
|--|--|---|
| <b>PHASE 1—PRELIMINARY ENGINEERING AND ENVIRONMENTAL CLEARANCE</b> |  |   |
| Task 1   | Project Implementation Starts at NTP   | Duration of<br>Agreement                            |
| Task 2   | Existing Document Review Starts at NTP   | 3 Weeks   |
| Task 3   | Utility Coordination Starts at NTP   | 61 Weeks  |
| Task 4   | Survey Starts at Completion of Task 2  | 27 Weeks  |
| Task 5   | Location Hydraulic Study/Bridge Hydraulic Report<br>Starts at Completion of Task 2 | 218 Weeks   |
| Task 6   | Geotechnical Investigations Starts at Completion of<br>Task 2                      | 218 Weeks   |
| Task 7   | Preliminary Engineering and Type Selection Starts<br>at Completion of Task 2       | 218 Weeks   |
| <b>PHASE 2—FINAL DESIGN &amp; PERMITTING</b>                       |  |   |
| Task 8   | Final Design & PS&E Development Starts at<br>Completion of Task 7                  | November 2018                                       |
| Task 9   | Right-of-Way Engineering Services Starts at<br>Completion of Task 8.7              | November 2018                                       |

**AMENDMENT NO. 4 TO AGREEMENT A3618A**

**REVISED APPENDIX THREE  
SCHEDULE OF COMPLETION**

| <b>Task</b>                       | <b>Description</b>   | <b>Completion Date<br/>or Duration From<br/>NTP</b> |
|-----------------------------------|--|---|
| <b>PHASE 3—BIDDING ASSISTANCE</b> |  |   |
| Task 10                           | Construction Bid Assistance Starts at Completion of Task 9 | June 2019   |
| Task 11                           | Optional Services Start TBD by issuance of a Task Order    | Duration of Agreement                               |

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