

**AMENDMENT NO.3 TO AGREEMENT A3741G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND HYDROMETRICS WATER RESOURCES INCORPORATED**

This Amendment No. 3 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement No. A3741G (Agreement) dated July 2, 2014 as amended by Amendment No.1 dated February 9, 2016, and Amendment No. 2, dated May 22, 2017, between SANTA CLARA VALLEY WATER DISTRICT (District) and HYDROMETRICS WATER RESOURCES INCORPORATED, incorporated in the State of California (Consultant), collectively, the Parties.

RECITALS

WHEREAS, Consultant has been performing professional services relating to a Groundwater Charge Zone Study; and

WHEREAS, the Agreement has an expiration date of June 30, 2018; and

WHEREAS, the Parties desire to extend the term of the Agreement to December 31, 2019; and

WHEREAS, the Parties desire to increase the not-to-exceed amount allocated to Task 1 (Project Management) and Task 6 (Supplemental 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, or Amendment No. 2, District and Consultant hereby agree to amend the Agreement as follows:

1. In the Agreement, Appendix One, Scope of Services, replace Sub-Task 6.1 in its entirety with the following:

Sub-Task 6.1—Revisions to Criteria, Methodology, and Charge Zone Boundaries:

The groundwater charge zone criteria, methodology, and boundaries may need to be revised based on input received during the stakeholder process or to support Board consideration. Consultant shall perform the necessary analyses and revise the charge zone criteria, methodology, and/or boundaries as directed by the District. This may include simplifying the proposed zone boundaries presented in the Preliminary Groundwater Charge Zone Study Report to account for uncertainty with geologic mapping and other factors.

2. In the Agreement, Appendix One, Scope of Services, replace Sub-Task 6.4 in its entirety with the following:

Sub-Task 6.4—Additional Workshops/Review Meetings or Outreach:

Beyond those stated in this Scope of Services, additional project team, public, stakeholder, and/or Board meetings, or other outreach efforts may be requested by the District.

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3. In the Agreement, Appendix One, Scope of Services, replace Sub-Task 6.5 in its entirety with the following:

Sub-Task 6.5—Evaluate Groundwater Data and Technical Analyses from Stakeholders:

In evaluating the groundwater charge zone boundaries, additional data beyond that included in the scope of work may be provided by stakeholders. Stakeholders may also provide detailed technical analysis in their review of the Consultant's preliminary Study report. Consultant shall evaluate data submitted to the District by stakeholders as directed by the District. Data that is of sufficient quality and completeness shall be incorporated into the Study's dataset and evaluated with District data. As directed by the District, Consultant shall also review and respond to detailed technical analyses provided by stakeholders; this review and response may require additional technical evaluation and incorporation into the Study findings by Consultant.

4. In the Agreement, replace Appendix Two, Fees and Payments with the attached Revised Appendix Two, Fees and Payments, which is incorporated into the Agreement by this reference.
5. In the Agreement, replace the Revised Appendix Three, Schedule of Completion with the attached updated Revised Appendix Three, Schedule of Completion, which is incorporated into the Agreement this reference.
6. All other terms and conditions of Agreement A3741G, Amendment No.1, and Amendment No.2, not amended as stated herein, remain in full force and effect.

(SIGNATURES FOLLOW ON NEXT PAGE)

AMENDMENT NO. 3 TO AGREEMENT A3741G

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 and AMENDMENT NO. 2 TO AGREEMENT NO. A3741G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER
DISTRICT

“District”

HYDROMETRICS WATER
RESOURCES INCORPORATED.

“Consultant”

By:

RICHARD P. SANTOS
Chair, Board of Director

By:

CAMERON TANA
Vice President

Date:

Date:

ATTEST:

Michele King CMC
Clerk/Board of Directors

Firm Address:
1814 Franklin Street, Suite 501
Oakland, CA 94612

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AMENDMENT NO. 3 TO AGREEMENT A3741G

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

II. TOTAL AUTHORIZED FUNDING. (REVISED)

Total payment for Services performed, as described in the Schedule(s) will not exceed a total amount of **\$563,547** (Not-to-Exceed Fees or NTE). Consultant guarantees that it will complete the Scope of Services within this \$563,547 NTE. Under no conditions will the total compensation to the Consultant exceed this fixed fee payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

III. COST BREAKDOWN. (REVISED)

The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by the District to the Consultant for Supplemental Services without prior written authorization by the District as stated in Revised Appendix One, Scope of Services.

COST BREAKDOWN

Task	Description	Original Total NTE Fees	Amendment No. 1 NTE Fee	Amendment No. 2 NTE Fee	Amendment No. 3 NTE Fee	Revised Total NTE Fee
1	Project Management	\$70,352			\$8,064	\$78,416
2	Charge Zone Criteria and Study Methodology	\$56,930			\$0	\$56,930

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REVISED APPENDIX TWO FEES AND PAYMENTS

COST BREAKDOWN

Task	Description	Original Total NTE Fees	Amendment No. 1 NTE Fee	Amendment No. 2 NTE Fee	Amendment No. 3 NTE Fee	Revised Total NTE Fee
3	Stakeholder Process	\$95,455			\$0	\$95,455
4	Groundwater Charge Zone Evaluation	\$123,550			\$0	\$123,550
5	Groundwater Charge Zone Boundaries and Final Study Report	\$ 19,986			\$0	\$19,986
6	Supplemental Services*	\$ 45,743			\$143,467	\$189,210
Total Not-to-Exceed Amount		\$ 412,016			\$151,531	\$563,547

*No services will be performed or fees paid to the Consultant for any Supplemental Services without prior written authorization in the form of an executed Task Order issued by the District as described in Task 6 of Appendix One of the Agreement.

IV. TERMS AND CONDITIONS. (REVISED)

Payments for services performed, as defined in this attached Revised Schedule, which applies to the specific Services, will be based on the following terms:

1. The District will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.

Groundwater Charge Zone Study
Final Amendment No. 3 to Agreement A3741G
5/10/2018

CAS File #4528

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REVISED APPENDIX TWO FEES AND PAYMENTS

2. The stated hourly and unit rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (12) months from the Effective Date of this Agreement, 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 and unit rates ninety (90) calendar days prior to the anniversary of the Effective Date of this Agreement. Both Parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.0% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Deputy Officer or his/her designee.

HOURLY RATE SCHEDULE

Classification	Original Hourly Rate	Revised Hourly Rate Effective July 1, 2018
HydroMetrics Rate Schedule		
Derrick Williams, President	\$215	\$225
Cameron Tana, Vice President/Principal Engineer	\$195	\$210
Georgina King, Principal Hydrogeologist	\$185	\$200
Senior Hydrologist/Hydrogeologist 1-2	\$160-\$175	\$165-\$180
Hydrologist/Hydrogeologist 3-4	\$125-\$150	\$135-\$150
Hydrologist/Hydrogeologist 1-2	\$100-\$115	\$105-\$120
Office Support	\$65	\$80
The Catalyst Group, Inc. Rate Schedule		
Charles Gardiner, Principal	\$180	\$205
Linadria Porter, Project Manager	\$130	\$145
Nicholas Dewar, Facilitator	\$180	\$205
Towill Inc. Rate Schedule		
Frank Borges, Senior Project Manager	\$167.79	\$204
Survey Technician	\$109.43	\$124

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REVISED APPENDIX TWO FEES AND PAYMENTS

3. Upon the approval of the District's Deputy Operating Officer, unused fees from a completed task may be reallocated to a future task provided that the Agreement Total Not-To-Exceed Amount is not exceeded. However, transferring of fees from future tasks to current tasks will not be permitted.
4. Not-to-exceed fees and services to be performed under Supplemental Services will commence only after written approval from the District's Division Deputy Operating Officer.
5. Any inter-task transfers will be clearly noted and described in the subsequent monthly project status report to the District.
6. Expenses incurred by the Consultant for Sub-Consultants providing professional services will be reimbursed at actual cost plus 5%.
7. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant and its subconsultants for mileage and travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its subconsultants for mileage incurred from District Headquarters or Consultant's and subconsultants' firm address, whichever is closer to the destination, to public meeting locations, if directed or authorized by the District.
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 plus 5% linked to each Agreement Task, as approved by the District's Project Manager.
9. Monthly invoices will be prepared in accordance with the terms of this Appendix Two and the Standard Consultant Agreement Section IV, Fees and Payments and represent work performed and reimbursable costs incurred during the identified billing period and will be consistent with Appendix One and include categorized costs for all labor charges, name and personnel category, and direct charges by task, must reflect actual fees versus the Agreement not-to-exceed fees in this Appendix Two. Before submitting an invoice, a draft monthly progress report and invoice (in 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 review of the draft invoice does not represent final approval of the hardcopy invoice.
10. District's Project Manager will review invoice within 5 working days of receipt, address any questions with Consultant's Project Manager, and approve the undisputed amount of the invoice within 10 working days of receipt of the invoice. District will pay undisputed invoices within 30 calendar days from date invoice is approved by District's Project Manager.

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REVISED APPENDIX TWO FEES AND PAYMENTS

11. Prevailing Wages:

- a. The services to be performed pursuant to this Agreement are "public works" subject to California Labor Code Section 1771, et. seq. and the applicable implementing regulations. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State during the term of this Agreement. Notwithstanding any other provisions 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.
- b. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Scope of Services includes such work, Consultant must comply with all Labor Codes applicable to prevailing wages.

12. Consultant's services will be performed by its staff members at the lowest hourly rates commensurate with the complexity of the work required.

13. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.

14. Small Business Enterprise (SBE) Participation:

Consultant will maintain its California Department of General Services (DGS) certification as a Small/Micro business throughout the duration of this Agreement and include DGS certified Small/Micro Businesses in the performance of the services, estimated to be 90% or more of the Total Not-to-Exceed Amount stated in this Appendix Two and Consultant agrees to use its best efforts to meet this goal.

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REVISED APPENDIX THREE SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of the Standard Consultant Agreement portion of this Agreement. The term of this Agreement expires December 31, 2019, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
2. Consultant will commence Tasks listed in Appendix One and Revised Appendix One of this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.
3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with the Project Schedule table as shown below. Consultant will coordinate services with the District to provide the timeline of all tasks and subtasks including document review, meetings and Deliverables.
4. The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of Tasks and Deliverables are subject to advance written approval by District. Consultant's attention is directed to District's Standard Consultant Agreement, Section VII. DELAYS AND EXTENSIONS.
5. Project Delays—The Consultant will make all reasonable efforts to comply with the Project Schedule as shown here in Revised Appendix Three. In the event the Project Schedule will be delayed, Consultant will notify the District as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Project Schedule. This language will prevail should any conflict or discrepancy occur between this provision and the Standard Consultant Agreement portion of this Agreement, Section VII. DELAYS AND EXTENSIONS.
6. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as a written administrative modification to the Agreement and such approval will be confirmed in writing.

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**REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

PROJECT SCHEDULE

Task	Description	DURATION FROM NTP (WEEKS)
1.0	Project Management	Duration of the Agreement
2.0	Charge Zone Criteria Review and Modification	105
3.0	Stakeholder Process	266
4.0	Groundwater Charge Zone Evaluation	174
5.0	Groundwater Charge Zone Boundaries & Final Study Report	284
6.0	Supplemental Services	Duration of the Agreement

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