

**AMENDMENT NO. 2 TO AGREEMENT A4056G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND STANTEC CONSULTING SERVICES, INC.**

This Amendment No. 2 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement No. A4056G (Agreement) dated March 14, 2017, and amended on January 2, 2018 (Amendment No. 1) between SANTA CLARA VALLEY WATER DISTRICT hereinafter called (District) and STANTEC CONSULTING SERVICES INC., incorporated in the State of New York (Consultant), collectively, the Parties.

RECITALS

WHEREAS, The Consultant supported preparation of the application to the California Water Commission (CWC) for Water Storage Investment Program (WSIP) funding for the Pacheco Reservoir Enlargement Project (Project); and

WHEREAS, The District may require additional support during the review and scoring of the application for WSIP funding by the CWC for the Project; and

WHEREAS, The District may require additional support during the early funding and contract development phases of the application for WSIP funding by the CWC for the Project; and

WHEREAS, The District may require additional support beyond the Agreement expiration date of August 30, 2018; and

WHEREAS, The need for additional support during the transfer of information from WSIP Application to US Bureau of Reclamation for review and incorporation into a federal feasibility process continues to be uncertain, additional District written direction will be required prior to the Consultant proceeding on each identified subtask, and

WHEREAS, The Parties desire to amend the Agreement to include additional support during the transfer of the Project WSIP application information to US Bureau of Reclamation; increase the Agreement total not to exceed amount to provide funds for additional services; and to modify the schedule for Consultant's performance in consideration of the added scope.

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

1. Schedule A, Scope of Services, is amended as shown in the attached Revised Schedule A, Scope of Services, and incorporated herein by this reference.

**AMENDMENT NO. 2 TO AGREEMENT A4056G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND STANTEC CONSULTING SERVICES, INC.**

2. Attachment One to Schedule A, Fees and Payments, is amended as shown in the attached Revised Attachment One to Schedule A, Fees and Payments, and incorporated herein by this reference.
3. Attachment Two to Schedule A, Schedule of Completion, is amended as shown in the Revised Attachment Two to Schedule A, Schedule of Completion, and incorporated herein by this reference.
4. Attachment Four to Schedule A, Reference Materials, is amended as shown in the Revised Attachment Four to Schedule A, Reference Materials, and incorporated herein by this reference.
5. All other terms and conditions of Agreement A4056G, not amended herein, remain in full force and effect.

(SIGNATURES ON PAGE TO FOLLOW)

**AMENDMENT NO. 2 to AGREEMENT A4056G
REVISED SCHEDULE A
SCOPE OF SERVICES**

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR
CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 2 TO
AGREEMENT NO. A4056G THROUGH THE SIGNATURES OF THEIR DULY
AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER
DISTRICT

“District”

STANTEC CONSULTING
SERVICES, INC.

“Consultant”

By:

Norma J. Camacho
Chief Executive Officer

By:

David Harrison, PE
Senior Vice President
California Regional Manager

Date:

Date:

Firm Address:
3301 C Street, Suite 1900
Sacramento, CA 95816

**AMENDMENT NO. 2 to AGREEMENT A4056G
REVISED SCHEDULE A
SCOPE OF SERVICES**

This Revised Schedule A amends the current Schedule A, Scope of Services as stated herein. This Revised Schedule A describes the tasks to be undertaken by Consultant in providing services for the District's Pacheco Reservoir Proposition 1 Application Study (Project).

1. Representatives.

- A. The District Project Manager (DPM) for this Agreement is as listed below. Unless otherwise provided in this Agreement, all correspondence to the District shall be addressed to the District Project Manager:

Melih Ozbilgin, Ph.D. (DPM)
Senior Water Resources Specialist
Santa Clara Valley Water District
5750 Almaden Expressway,
San Jose, CA 95118-3638

Phone: 408.630.2725
E-mail: mozbilgin@valleywater.org

Cindy Kao, (District Unit Manager)
Imported Water Unit Manager
Santa Clara Valley Water District
5750 Almaden Expressway,
San Jose, CA 95118-3638

Phone: 408.630.2346
E-mail: ckao@valleywater.org

Garth Hall (Division Deputy Officer)
Santa Clara Valley Water District
5750 Almaden Expressway,
San Jose, CA 95118-3638

Phone: 408.630.2750
E-mail: ghall@valleywater.org

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 to AGREEMENT A4056G
REVISED SCHEDULE A
SCOPE OF SERVICES**

2. Scope of Services.

This Schedule A Scope of Services describes the professional services to be performed by Consultant for the District's Pacheco Reservoir Proposition 1 Application Study (Project). The District may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant for additional services related to the Proposition 1 application for Pacheco Reservoir. The District reserves the right to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize District staff to perform such services.

3. Project Objectives.

The overall objective is to determine whether an expansion of the Pacheco Reservoir would qualify for Proposition 1 funding and if so, assist the District in preparation of the application for the Proposition 1 funding. It is expected that the steps to achieve this objective include the following:

- A. Identify and evaluate Pacheco Reservoir expansion alternatives.
- B. Quantify the benefits for Pacheco Reservoir expansion using guidelines established by the California Water Commission (CWC) Water Storage Investment Program (WSIP) Final Rule Making Package dated January 23, 2017.
- C. Compile, review, update, as needed, existing cost estimates for Pacheco Reservoir expansion.
- D. Prepare high level environmental documentation.
- E. Assist in preparation of the Proposition 1 Application and supporting materials.
- F. Support the District during the WSIP Application scoring and review process.

4. Project Background (UNCHANGED)

5. General Assumptions and Requirements (UNCHANGED)

6. Scope of Services.

Task 1—Project Management. (UNCHANGED)

1.1 Project Work Plan. (UNCHANGED)

1.2 Project Meetings and Workshops. (UNCHANGED)

1.3 Progress Meetings with District. (UNCHANGED)

1.4 Coordination and Communication with External Agencies. (UNCHANGED)

1.5 Public Outreach. (UNCHANGED)

**AMENDMENT NO. 2 to AGREEMENT A4056G
REVISED SCHEDULE A
SCOPE OF SERVICES**

Task 1—Deliverables. (UNCHANGED)

Task 1—Assumptions (UNCHANGED)

Task 2—Develop Preliminary Feasible Alternatives (UNCHANGED)

2.1 Compile and Review Existing Information (UNCHANGED)

2.2 Develop operating objectives for Pacheco Reservoir (UNCHANGED)

2.3 Simulate Project Operations (UNCHANGED)

2.4 Summarize Project Costs (UNCHANGED)

2.5 Monetize Potential Benefits (UNCHANGED)

Task 2—Deliverables (UNCHANGED)

Task 2—Assumptions (UNCHANGED)

Task 3—Prepare Application for Water Supply Investment Program (UNCHANGED)

3.1 Technical Studies (UNCHANGED)

3.2 Application Preparation (UNCHANGED)

3.3 Post-Application Support (UNCHANGED)

Task 3—Deliverables. (UNCHANGED)

Task 3—Assumptions. (UNCHANGED)

Task 4—Supplemental Services for Water Storage Investment Program Application (UNCHANGED)

Task 5—Services during Water Storage Investment Program Application Scoring Process (UNCHANGED)

Task 6---Services during CWC review, early funding, and contract development phases (NEW TASK)

This task includes technical support services during the CWC review and scoring of the Project Water Storage Investment Program Application as well as during the negotiations for the early funding and contract development with the CWC. This includes continued support to the District in response to CWC release of application scores, attendance to meetings with the CWC staff to receive comments and develop clarifying questions, preparation of presentations for the CWC review meetings, and related technical support for inquiries from the District and stakeholders related to the WSIP application, early funding determination, and contract negotiations, at the request of the DPM.

**AMENDMENT NO. 2 to AGREEMENT A4056G
REVISED SCHEDULE A
SCOPE OF SERVICES**

6.1 Support on Reclamation Review and Information Transfer Process of WSIP

Application — Consultant, working in coordination with District staff, shall provide technical support during the transfer of information developed in the WSIP application to the US Bureau of Reclamation (Reclamation).

The Consultant will support the District staff during preparation and participation at meetings with Reclamation. Such services may include but not be limited to technical evaluation of Reclamation staff comments, preparation of clarifying questions, and participation at the meetings. Technical work may include National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) interaction assistance, preparing District staff for comments to Reclamation Peer Review process, and help with coordinating WSIP data for use in potential federal Water Infrastructure Improvement (WIIN) Act application.

. The Consultant, working with District staff, will prepare presentations to be made by the District staff to Reclamation. Additional technical analysis and multiple iterations of presentation drafts are anticipated.

Subtask 6.1 will only be initiated upon written direction by the District, typically the DPM.

6.2 Services during early funding, and contract development phases — Consultant will provide technical support services to the District during negotiation of early funding and WSIP contract development. District requested \$24.2 million in early funding from the CWC for the preparation of planning, design, and permitting documents. It is anticipated that technical support during multiple meetings with CWC staff may be needed to finalize the scope, schedule and budget to be funded by the early funding agreement. Similarly, District anticipates technical support will be needed during preparation of contract documents for the ultimate funding of the Project. Such services may include but not be limited to technical evaluation of CWC staff comments, preparation responses, and participation at the meetings.

Subtask 6.2 will only be initiated upon written direction by the District, typically the DPM.

Task 6 – Deliverables

1. Meeting Agendas, Minutes, and Presentations.
2. Technical materials in response to Reclamation review and Peer Review process, such as draft letters, talking points, summary documentation
3. Draft and Final presentations, as needed.
4. Draft technical materials, such as technical memorandums, white papers, etc.

Task 6 – Assumptions

1. Assumes that other District consultants involved in development and application of numerical models used to support the Project WSIP application are available to provide technical support related to these tools and analyses.

AMENDMENT NO. 2 to AGREEMENT A4056G
REVISED SCHEDULE A
SCOPE OF SERVICES

2. Subtask 6.1 assumes up to 4 hours of preparation and 4 hours for attendance for up to 3 meetings with Reclamation.
3. Subtask 6.2 assumes up to 1.25 days per week of Consultant support for 5-month duration.
6. **Attachments.** The following listed Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One to Schedule A—Fees and Payments
Revised Attachment Two to Schedule A—Schedule of Completion
Attachment Three to Schedule A—Consultant's Key Staff and Subconsultants
Revised Attachment Four to Schedule A—Reference Materials

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**REVISED ATTACHMENT ONE
TO SCHEDULE A
FEES AND PAYMENTS**

1. Total Authorized Funding.

Total payment for Services performed, as described in the Schedule(s) will not exceed a total amount of \$1,272,751 (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown.

Payment for services will be billed at the hourly rates set forth in the Hourly/Unit Rate Tables set forth in Section 4 below, subject to the NTE fees in the Cost Breakdown table. The NTE amount of this Agreement consists of the task fee breakdown specified in the Cost Breakdown table. 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 Schedule A, Scope of Services.

COST BREAKDOWN

| Task | Description | Total Not-to-Exceed Fees | | | |
|---------------------------------|--|---------------------------------|--------------------|--------------------|--------------------|
| | | Original Agreement 3/14/2017 | Amendment No. 1 | Amendment No. 2 | Total |
| 1 | Project Management | \$104,461 | \$0 | \$0 | \$104,461 |
| 2 | Develop Preliminary Feasible Alternatives | \$148,270 | \$0 | \$0 | \$148,270 |
| 3 | Prepare Application for Water Supply Investment Program | \$503,100 | \$0 | \$0 | \$503,100 |
| 4 | Supplemental Services for Water Storage Investment Program Application | \$81,920 | \$0 | \$0 | \$81,920 |
| 5 | Services during Water Storage Investment Program Application Scoring Process | \$0 | \$355,000 | \$0 | \$355,000 |
| 6 | Services during CWC review, early funding, and contract development phases (NEW TASK) | \$0 | \$0 | \$80,000 | \$80,000 |
| Total Not-To-Exceed Fees | | \$837,751 | \$355,000 | \$80,000 | \$1,272,751 |

**REVISED ATTACHMENT ONE
TO SCHEDULE A
FEES AND PAYMENTS**

- 3. Terms and Conditions. (UNCHANGED)**
 - A. (UNCHANGED)**
 - B. (UNCHANGED)**
 - C. *Reimbursable Expenses* (UNCHANGED)**
- 4. Additional Fees and Payments Language. (UNCHANGED)**
- 5. HOURLY/UNIT RATE TABLE (UNCHANGED)**

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**REVISED ATTACHMENT TWO
TO SCHEDULE A
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all of the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement. **(UNCHANGED)**
2. This Agreement expires on **January 31, 2019**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
3. 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 will confirm such modification in writing. **(UNCHANGED)**

PROJECT SCHEDULE

| Task | Description | Duration From Notice to Proceed (months) |
|-------------|---|---|
| 1 | Project Management (UNCHANGED) | 10 |
| 2 | Develop Preliminary Feasible Alternatives (UNCHANGED) | 5 |
| 3 | Prepare Application for Water Supply Investment Program (UNCHANGED) | 10 |
| 4 | Supplemental Services for Water Storage Investment Program Application (UNCHANGED) | 18 |
| 5 | Services during Water Storage Investment Program Application Scoring Process (UNCHANGED) | 18 |
| 6 | Services during CWC review, early funding, and contract development phases (NEW TASK) | 23 |

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**REVISED ATTACHMENT FOUR
TO SCHEDULE A
REFERENCE MATERIALS**

| Ref No. | Description |
|----------------|--|
| 1 | Quality and Environmental Management System (QEMS) Fact-Sheet. |
| 2 | Santa Clara Valley Water District Non-Disclosure Agreement (NDA) |

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)