

**AMENDMENT NO. 2 TO AGREEMENT A3933A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND HARRIS & ASSOCIATES**

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. A3933A (Agreement) dated January 26, 2016, and Amendment No. 1 dated February 27, 2018, between SANTA CLARA VALLEY WATER DISTRICT hereinafter called (District) and HARRIS & ASSOCIATES (Consultant), a company incorporated in the State of California, collectively, the Parties.

**RECITALS**

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

**WHEREAS**, the complexity of the Project requires more construction management support than initially anticipated, and the schedule for completion of Project construction has been extended, resulting in the contractor increasing job site staffing and working overtime hours, which has resulted in Consultant providing additional inspection and other support services; and

**WHEREAS**, the Parties desire to amend the Agreement to provide for Consultant to perform ongoing construction management services until construction of the Project is completed; and

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

**WHEREAS**, the Parties desire to increase the Total Not-to-Exceed Amount to provide funds for Consultant to perform additional construction management services during the extended Project construction time.

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

1. REVISED APPENDIX ONE, SCOPE OF SERVICES, Article VI. Additional Terms and Conditions, paragraph 15. Revised Appendix One—Scope of Services Attachments is modified to state as follows:

“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:

1. Revised Attachment One—Consultant's Key Staff and Subconsultants (REVISED)
2. Attachment Two—Dispute Resolution (UNCHANGED)
3. Revised Attachment Three—Task Order Template (REVISED)
4. Attachment Four—Reference Materials (UNCHANGED)
5. Revised Attachment Five—QEMS Fact Sheet (UNCHANGED)
6. Attachment Six—District NDA (UNCHANGED)”

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2. REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE, CONSULTANT'S KEY STAFF AND SUBCONSULTANTS, is amended as set forth in the attached REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE, CONSULTANT'S KEY STAFF AND SUBCONSULTANTS, and incorporated herein by this reference.
3. REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE, TASK ORDER TEMPLATE, is amended as set forth in the attached REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE, TASK ORDER TEMPLATE, and incorporated herein by this reference.
4. REVISED APPENDIX TWO, FEES AND PAYMENTS, is amended as set forth in the attached REVISED APPENDIX TWO, FEES AND PAYMENTS, and incorporated herein by this reference.
5. APPENDIX FOUR, INSURANCE is amended as set forth in the attached REVISED APPENDIX FOUR, INSURANCE, and incorporated herein by this reference.
6. All other terms and conditions of Agreement A3933A, and Amendment No. 1 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. 2 TO AGREEMENT NO. A3933A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

SANTA CLARA VALLEY WATER DISTRICT  
"District"

HARRIS & ASSOCIATES  
"Consultant"

By: \_\_\_\_\_  
Linda J. LeZotte  
Chair, Board of Directors

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

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

Date: FEB 7, 2019

ATTEST:

Firm Address:

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

1401 Willow Pass Drive, Suite 500  
Concord, CA 94520

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**AMENDMENT NO. 2 TO AGREEMENT A3933A  
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE  
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

1. Consultant's key staff assigned to the Project are as follows:

Team Member	Project Role	Contact Info
Glenn Suitor	Project Principal	1401 Willow Pass Road, Suite 500 Concord, CA 94520 Glenn.Suitor@weareharris.com P: (925) 969-8093 C: (916) 296-4620
Brandon Hays	Construction Services Manager	1401 Willow Pass Road, Suite 500 Concord, CA 94520 Brandon.Hays@weareharris.com P: (925) 827-4900 C: (760) 846-5842
Julius Feher	Construction Services Manager	1401 Willow Pass Road, Suite 500 Concord, CA 94520 Jules.Feher@weareharris.com P: (925) 827-4900 C: (510) 816-5000

2. If necessary and appropriate, Consultant will employ subconsultants it deems appropriate to the complexity and nature of the required Services. All subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain District's approval of all subconsultants. Upon District's request, Consultant must provide copies of all subconsultant contract agreements. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.

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

Firm	Project Role	Contact Info
Berlogar Stevens & Associates	Materials Testing	Berlogar Stevens & Associates, Inc. Frank Berlogar 5587 Sunol Boulevard Pleasanton, CA 94566 T: (925) 484-0220 E-mail: fberlogar@berlogar.com
Anchor Engineering	Inspector	Anchor Engineering Brian Danley 3685 Mt. Diablo Boulevard, Suite 345 Lafayette, CA 94549 T: (925) 385-0950 E-mail: bdanley@anchorcm.com

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

Firm	Project Role	Contact Info
CH2MHill	Environmental Service	CH2M Hill Chris Bessa 155 Grand Avenue, Suite 800 Oakland, CA 94612 T: (510) 251-2426 E-mail: chris.bessa@ch2m.com
Productivity Through People	Partnering	Productivity Through People Larry Miller P.O. Box 22180 Phoenix, AZ 85028 T: (602) 996-6054 E-mail: ptpldm@aol.com
Towill	Survey	Towill, Inc. Frank Borges 505 14th Street, Suite 900 Oakland, CA 94612 T: (510) 830-4530 x1036 E-mail: frank.borges@towill.com

3. Consultant Key Staff and Subconsultants
- A. Consultant's key staff and subconsultants assigned to perform Services are identified in this Revised Attachment One to Revised Appendix One, Scope of Services.
  - B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District for concurrence.
  - C. Consultant may utilize subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.
    - 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,

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

Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.

- F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.

G. Consultant's Key Staff

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

H. Consultants Subconsultants

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

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**AMENDMENT NO. 2 TO AGREEMENT A3933A  
REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE  
TASK ORDER TEMPLATE**

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

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

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

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

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

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

1. Upon full execution of this Task Order No. \_\_\_\_\_, as set forth in the Revised Appendix One, Scope of Services, Article VI. Additional Terms and Conditions, paragraph 5. Task Orders., and the issuance of a Notice to Proceed by the District Project Manager, 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].

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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/is not 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 N. Prevailing Wages.
  - b. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) 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>.

8. Signatures:

Signature:

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

\_\_\_\_\_  
DATE

Signature:

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

\_\_\_\_\_  
DATE

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**AMENDMENT NO. 2 TO AGREEMENT A3933A  
REVISED APPENDIX TWO  
FEES AND PAYMENTS**

**I. GENERAL**

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

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

- A. Total payment for services performed, as described in Appendix One—Scope of Services and Revised Appendix One, will not exceed a total amount of **\$3,899,521** during the term of this Agreement. Under no conditions will the total compensation to the Consultant exceed this amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors ("Board"), or Chief Executive Officer, or designee, as authorized by the Board. The Consultant guarantees that it will complete the contracted Scope of Services for the Total NTE Amount stated herein.

**III. COST BREAKDOWN (REVISED)**

- A. The not-to-exceed total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by the District to the Consultant for Supplemental Services without prior written authorization by the District as stated in Appendix One and Revised Appendix One of this Agreement.

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REVISED APPENDIX TWO  
FEES AND PAYMENTS**

**COST BREAKDOWN (REVISED)**

<b>Task</b>	<b>Description</b>	<b>Original</b>	<b>Amendment No. 1</b>	<b>Amendment No. 2</b>	<b>Total</b>
<b>1.0</b>	<b>Construction Administration</b>	<b>\$1,303,748</b>	<b>\$422,539</b>	<b>\$265,500</b>	<b>\$1,991,787</b>
<b>2.0</b>	<b>Partnering and Claims and Dispute Management</b>	<b>\$12,630</b>	<b>\$10,631</b>	<b>–</b>	<b>\$23,261</b>
<b>3.0</b>	<b>Inspections, Special and Specialty Inspections</b>	<b>\$1,163,113</b>	<b>–</b>	<b>\$331,000</b>	<b>\$1,494,113</b>
<b>4.0</b>	<b>Supplemental Services</b>				
4.1	Additional Inspection Services	\$105,360	\$100,000	–	\$205,360
4.2	Additional Sampling & Testing	\$20,000	–	–	\$20,000
4.3	Additional Partnering Sessions	\$15,000	–	–	\$15,000
4.4	Claims Analysis	\$50,000	–	–	\$50,000
4.5	Mediation/Legal Proceedings	\$50,000	–	–	\$50,000
4.6	Additional Quantities of Services	\$50,000	–	–	\$50,000
	<b>Subtotal 4.0 Supplemental Services</b>	<b>\$290,360</b>	<b>\$100,000</b>	<b>–</b>	<b>\$390,360</b>
<b>Total Not-to-Exceed</b>		<b>\$2,769,851</b>	<b>\$533,170</b>	<b>\$596,500</b>	<b>\$3,899,521</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:

- A. District will pay for services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as listed below in the Hourly/Unit Rate Schedule.
- B. The stated hourly rates are effective for the term of this Agreement unless

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REVISED APPENDIX TWO  
FEES AND PAYMENTS**

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

**HOURLY RATE SCHEDULE (REVISED)**

<b>Classification</b>	<b>Original</b>	<b>Effective January 26, 2017 to January 25, 2018</b>	<b>Effective January 26, 2018 to January 25, 2019</b>	<b>Effective January 26, 2019 to January 25, 2020</b>
<b>PRIME CONSULTANT – HARRIS &amp; ASSOCIATES</b>				
Project Principal	\$220	\$225.50	\$231.14	\$236.92
Construction Services Manager	\$185	\$189.62	\$194.36	\$199.22
Construction Services Manager OT	\$278	\$284.95	\$292.07	\$299.37
Inspector	\$165	\$169.13	\$173.36	\$177.69
Inspector OT	\$248	\$254.20	\$260.56	\$267.07
Administration	\$100	\$102.50	\$105.06	\$107.69
Scheduler	\$167	\$171.18	\$175.46	\$179.85
Project Engineer	N/A	N/A	N/A	\$120.00

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<b>Classification</b>	<b>Original</b>	<b>Effective January 26, 2017 to January 25, 2018</b>	<b>Effective January 26, 2018 to January 25, 2019</b>	<b>Effective January 26, 2019 to January 25, 2020</b>
<b>SUBCONSULTANT – ANCHOR ENGINEERING</b>				
Inspector	\$165	\$169.13	\$173.36	\$177.69
Inspector OT	\$248	\$254.20	\$260.56	\$267.07
<b>SUBCONSULTANT – CH2MHILL</b>				
Principal-in-Charge	N/A	\$272	\$272	\$278.80
Principal Professional 3	N/A	\$254	\$254	\$260.35
Principal Professional 2	N/A	\$231	\$231	\$236.78
Principal Professional 1	N/A	\$200	\$200	\$205.00
Sr. Professional 3	N/A	\$188	\$188	\$192.70
Sr. Professional 2	N/A	\$178	\$178	\$182.45
Sr. Professional 1	N/A	\$168	\$168	\$172.20
Project Professional 3	N/A	\$157	\$157	\$160.93
Project Professional 2	N/A	\$148	\$148	\$151.70
Project Professional 1	N/A	\$138	\$138	\$141.45
Staff Professional 3	N/A	\$125	\$125	\$128.13

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REVISED APPENDIX TWO  
FEES AND PAYMENTS**

<b>Classification</b>	<b>Original</b>	<b>Effective January 26, 2017 to January 25, 2018</b>	<b>Effective January 26, 2018 to January 25, 2019</b>	<b>Effective January 26, 2019 to January 25, 2020</b>
Staff Professional 2	N/A	\$112	\$112	\$114.80
Staff Professional 1	N/A	\$104	\$104	\$106.60
Technician	N/A	\$95	\$95	\$97.38
Office Clerical 4	N/A	\$130	\$130	\$133.25
Office Clerical 3	N/A	\$111	\$111	\$113.78
Office Clerical 2	N/A	\$97	\$97	\$99.43
Office Clerical 1	N/A	\$85	\$85	\$87.13
<b>SUBCONSULTANT – TOWILL, INC</b>				
Senior Land Surveyor/ Survey Project Manager	\$219	\$219	\$224.48	\$230.09
Project Surveyor	\$182	\$182	\$186.55	\$191.21
Associate Surveyor	N/A	\$163	\$167.08	\$171.26
Survey Party Chief	\$152	\$152	\$155.80	\$159.70
CADD Technician	N/A	\$141	\$144.53	\$148.14
Survey Chain Person	\$130	\$130	\$133.25	\$136.58

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<b>Classification</b>	<b>Original</b>	<b>Effective January 26, 2017 to January 25, 2018</b>	<b>Effective January 26, 2018 to January 25, 2019</b>	<b>Effective January 26, 2019 to January 25, 2020</b>
Survey Apprentice	N/A	\$117	N/A	N/A
<b>SUBCONSULTANT – PRODUCTIVITY THROUGH PEOPLE</b>				
Partnering (based on 8-hr minimum)	\$5,000/day \$7,000/2 days	\$5,125.00/day \$7,175/2 days	\$5,253.13/day \$7,354.38/2 days	\$5,384.46/day \$7,538.24/2 days
<b>SUBCONSULTANT – BERLOGER STEVENS &amp; ASSOCIATES, INC</b>				
Laboratory Testing	For Lab Fees, Refer to Revised Attachment One of this Revised Appendix Two			

- C. Upon the written approval of the District's Deputy Operating Officer referenced herein, unused fees from a completed or cancelled task may be reallocated to a task that has not yet been completed, provided the Agreement Total Not-to-Exceed Fees is not exceeded. Transferring fees from a task not yet completed to a different task is not permitted.
- D. Upon the written approval of the District's Deputy Operating Officer referenced herein, the scope of services described in a task may be reduced or eliminated. If the scope of services is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- E. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to the District.
- F. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
- G. Expenses incurred by the Consultant for subconsultants providing professional services and for subcontractors, including lab services, will be reimbursed at actual cost plus 5% Consultant shall provide invoices for all lab services regardless of cost.
- H. All other direct expenses not included in overhead including, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, will be billed

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FEES AND PAYMENTS**

monthly at cost linked to each Agreement Task, as approved by the District's Project Manager.

**I. Reimbursable Expenses**

- 1) Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant and its subconsultants for mileage and travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its subconsultants for mileage incurred from District Headquarters or Consultant's and subconsultants' firm addresses, whichever is closer to the destination, to Project site(s) and, if directed or authorized by the District, to meeting locations such as community outreach meetings, partnering meetings, Dispute Review Board meetings, and meetings with regulatory agencies, if directed or authorized by the District.
- 2) Travel, including air travel, overnight accommodations, and per diem, required for performance of this Agreement will be paid at reasonable cost not-to-exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval for such travel has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of taxi, rideshare or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

**J. Consultant's monthly invoices will be prepared in accordance with the terms of this Revised Appendix Two and the Standard Consultant Agreement Section IV, FEES AND PAYMENTS. The invoices will represent work performed and reimbursable costs incurred during the identified billing period; be consistent with Appendix One and Revised Appendix One; and include the following:**

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

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FEES AND PAYMENTS**

- K. Before submitting monthly invoices, the Monthly Progress Report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.
- L. Invoices will include a summary of labor expenditures, direct costs, and billed subconsultant charges. Billing statements, transmitted separately from the Monthly Progress Reports, will be organized such that the billing categories correspond with the Scope of Services tasks.
- M. District's Project Manager will review invoice within five (5) working days of receipt, address any questions with Consultant's Construction Manager, and approve the undisputed amount of the invoice within ten (10) working days of receipt of the invoice. District will pay undisputed invoices within thirty (30) calendar days from date invoice is approved by District's Project Manager.
- N. Prevailing Wages
- 1) A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code Section §1771, et. seq. and the applicable implementing regulations.
  - 2) Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
  - 3) The Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code Section 1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5.
  - 4) The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
  - 5) This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.

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REVISED APPENDIX TWO  
FEES AND PAYMENTS**

- 6) All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement such as certified payroll records must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.
- O. Consultant's services will be performed by its staff members and subconsultants' staff members at the lowest hourly rates commensurate with the complexity of the required services.
- P. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.
- Q. Small Business Enterprise (SBE) Participation

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

R. Fees and Payments Attachments

- 1) Consultant has retained subconsultant Berlogar Stevens and Associates to perform certain services as described in this Agreement and Amendment No. 1. The terms and conditions set forth in Attachment One to Appendix Two and Revised Attachment One to Revised Appendix Two, apply solely to the contractual relationship between Consultant and Berlogar Stevens and Associates, and are not a part of this Agreement between District and Consultant. Revised Attachment One, below, is provided solely to document the Fee Schedule that applies to services performed by Berlogar Stevens and Associates pursuant to this Agreement.

- 2) The following listed Attachment referred to herein is incorporated in this Revised Appendix Two, Fees and Payments as though set forth in full:

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

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**AMENDMENT NO. 2 TO AGREEMENT A3933A  
REVISED APPENDIX TWO  
FEES AND PAYMENTS**

**BERLOGAR STEVENS & ASSOCIATES**

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

**FEE SCHEDULE – 2018**

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

Basis of Charges

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

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

Laboratory Tests

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

<u>Classification Tests</u>	<u>Rate/Test</u>	<u>Durability Factor</u>
Atterberg Limits (PI & LL) .....	\$183.96	A. Fine ..... 273.16
Sieve Analysis .....	141.83	B. Coarse ..... 225.88
Percent Passing #200 Sieve .....	78.80	<u>L.A. Rattler</u> ..... 288.92
Hydrometer Analysis .....	178.61	<u>Concrete Tests</u>
Sand Equivalent .....	152.34	A. Compression Tests (each 4-in. x 8 in. specimen) ... 36.77
Specific Gravity, fine aggregate .....	183.86	B. Compression Tests (each 6-in. x 12 in. specimen) ... 68.29
Bulk Specific Gravity, coarse aggregate .....	157.59	C. Trial Batch ..... 1,628.47
Moisture Content/Unit Weight .....	31.52	<u>Asphaltic Concrete - HVEEM</u>
<u>Compaction Curves</u>		A. Maximum Density ..... 147.09
ASTM D1557 4-inch Mold .....	288.92	B. Extraction ..... 189.11
ASTM D1557 6-inch Mold .....	336.20	C. Gradation ..... 178.61
Rock Correction .....	183.86	<u>R-Value Tests</u>
1 Point Verification .....	126.08	Not Requiring Reproportioning ..... 388.73
Cal Impact (Wet) .....	288.92	Cement, Lime, Other ..... 436.01

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

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

**AMENDMENT NO. 2 TO AGREEMENT A3933A  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENT**

**Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. The District will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the check-list of documents needed at the end of this Appendix IV insurance requirement.**

Without limiting the Consultant's indemnification of, or liability to, the Santa Clara Valley Water District ("District"), the Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions as listed below.

Consultant must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Consultant's insurance agent(s) and/or broker(s), who have been instructed by Consultant to procure the insurance coverage required herein.

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Appendix. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the Agreement is executed.** In the event of a claim or dispute, District has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix insurance document.

If your insurance broker has any questions about the above requirements, please advise him/her to call Mr. David Cahen, District Risk Manager at (408) 630-2213.

**Certificates of Insurance**

Consultant shall furnish the District with a Certificate of Insurance. The certificates will be issued on a standard ACORD Form.

Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated District Contract Administrator and email a copy to **Insurance.Certificates@valleywater.org**.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;
2. Include copies of all the actual policy endorsements required herein; and

**AMENDMENT NO. 2 TO AGREEMENT A3933A  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENT**

3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement/CAS No. 4678**

**IMPORTANT: The agreement or CAS number must be included.**

In the Description of Operations/Locations/Vehicles/Special Items Box:

1. Certificate Holder shall be named as Additional Insured;
2. District agreement or project number shall appear;
3. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and
4. Waiver of Subrogation must be indicated as endorsed to all policies.

**If Consultant receives any notice that any of the insurance policies required by this Appendix IV Insurance may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the designated District Contract Administrator that such insurance policy required by this Appendix IV Insurance is canceled or coverage is reduced.**

**MAINTENANCE OF INSURANCE**

If Consultant fails to maintain such insurance as is called for herein, District, at its option, may suspend payment for work performed and/or may order Consultant to suspend all Consultant's work at Consultant's expense until a new policy of insurance is in effect.

**RENEWAL OF INSURANCE**

Consultant will provide the District with a current Certificate of Insurance and endorsements within Thirty (30) business days from the expiration of insurance.

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to:

**Insurance.Certificates@valleywater.org**

2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement/CAS No. 4678**

**IMPORTANT: The agreement or CAS number must be included.**

**AMENDMENT NO. 2 TO AGREEMENT A3933A  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENT**

Consultant must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

**REQUIRED COVERAGES**

- 1. Commercial General/Business Liability Insurance** with coverage as indicated:

**\$2,000,000** per occurrence / **\$2,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Consultant must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest.
- e. Broad Form Property Damage liability.

- 2. Business Auto Liability Insurance** with coverage as indicated:

**\$2,000,000** combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

- 3. Professional/Errors and Omissions Liability** with coverage as indicated:

**\$5,000,000** per claim/ **\$5,000,000** aggregate

Professional/Errors and Omission Liability appropriate to the Consultant's profession, and must include:

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability
- c. If coverage is claims-made:
  - i. Certificate of Insurance shall clearly state that the coverage is claims-made.

**AMENDMENT NO. 2 TO AGREEMENT A3933A  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENT**

- ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

**4. Workers' Compensation and Employer's Liability Insurance**

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

**GENERAL REQUIREMENTS**

**With respect to all coverages noted above, the following additional requirements apply:**

1. **Additional Insured Endorsement(s):** Consultant must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by the District.

**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Editions dated 07/04 are not acceptable.

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the

**AMENDMENT NO. 2 TO AGREEMENT A3933A  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENT**

current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion

5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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**AMENDMENT NO. 2 TO AGREEMENT A3933A  
REVISED APPENDIX FOUR  
INSURANCE REQUIREMENT**

**CHECK LIST OF DOCUMENTS NEEDED**

<b>General Liability:</b>	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

<b>Auto Liability:</b>	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

<b>Umbrella:</b>	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	

<b>Workers Comp:</b>	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	

<b>Professional Liability:</b>	A.	Limits (\$5,000,000)	
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