

**AMENDMENT NO. 1 TO AGREEMENT A4170G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND ANDREW GALVAN, MOST LIKELY DESCENDANT**

This Amendment No. 1 (Amendment), retroactively effective on September 20, 2019 (Effective Date), amends the terms and conditions of the Standard Consultant Agreement A4170G (Agreement) dated August 9, 2018 between SANTA CLARA VALLEY WATER DISTRICT (District) hereinafter called (District) and ANDREW GALVAN, Most Likely Descendant (Consultant), collectively, the Parties.

RECITALS

WHEREAS, Consultant is currently providing professional Native American consulting services for the District's Permanente Creek Flood Protection Project at the Rancho San Antonio Detention Basin location (Project); and

WHEREAS, the Agreement currently expires on March 31, 2020; and

WHEREAS, the schedule for completion of Project construction needs to be extended due to the complex nature of the Project and a number of unanticipated circumstances including discoveries of archeological finds and artifacts during excavation activities; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to allow Consultant to continue providing Native American consulting services during the extended Project construction time; to increase the Total Not-to-Exceed fee to provide funds for additional services as needed if additional archaeological finds are encountered; and to incorporate administrative changes.

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

1. The Agreement, Standard Consultant Agreement, Section Twelve Miscellaneous Provisions, subsection 20. Appendices, is amended to state as follows:

"20. Appendices. The following listed Appendices are incorporated herein by this reference as though set forth in full:

Revised Appendix One to the Standard Consultant Agreement - Additional Legal Terms (REVISED)

Appendix Two to the Standard Consultant Agreement - Dispute Resolution – NOT USED

Revised Appendix Three to the Standard Consultant Agreement - Task Order Template (REVISED)

Revised Appendix Four to the Standard Consultant Agreement - Insurance Requirements (REVISED)."

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

AG
10.16.19

**AMENDMENT NO. 1 TO AGREEMENT A4170G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND ANDREW GALVAN, MOST LIKELY DESCENDANT**

2. The Agreement, Standard Consultant Agreement, Section Twelve Miscellaneous Provisions, subsection 21. Schedule(s) and Attachments, is amended to state as follows:

“21. Schedule(s) and Attachments. Schedule A-GEN, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One to Schedule A-GEN - Fees and Payments (REVISED)
Revised Attachment Two to Schedule A-GEN - Schedule of Completion (REVISED)
Attachment Three to Schedule A-GEN - Consultant's Key Staff and Subconsultants (UNCHANGED)
Attachment Four to Schedule A-GEN - Reference Materials (UNCHANGED)”

3. Appendix One to the Standard Consultant Agreement, Additional Legal Terms, is amended as set forth in the Revised Appendix One to the Standard Consultant Agreement, Additional Legal Terms, attached hereto and incorporated herein by this reference.
4. Appendix Three to the Standard Consultant Agreement, Task Order Template, is amended as set forth in the Revised Appendix Three to the Standard Consultant Agreement, Task Order Template, attached hereto and incorporated herein by this reference.
5. Appendix Four to the Standard Consultant Agreement, Insurance Requirements, is amended as set forth in the Revised Appendix Four to the Standard Consultant Agreement, Insurance Requirements, attached hereto and incorporated herein by this reference.
6. The Agreement, Standard Consultant Agreement, Schedule A-GEN, Scope of Services, Section 7. Attachments, is amended to state as follows:

“7. **Attachments.** The following listed Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One to Schedule ADMIN-GEN - Fees and Payments (REVISED)
Revised Attachment Two to Schedule ADMIN-GEN - Schedule of Completion (REVISED)
Attachment Three to Schedule ADMIN-GEN - Consultant's Key Staff and Subconsultants (UNCHANGED)
Attachment Four to Schedule ADMIN-GEN - Reference Materials (UNCHANGED)”

7. Attachment One to Schedule A-GEN Fees and Payments is amended as set forth in the Revised Attachment One to Schedule A-GEN, Fees and Payments, attached hereto and incorporated herein by this reference.

AG
10.16.19

**AMENDMENT NO. 1 TO AGREEMENT A4170G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND ANDREW GALVAN, MOST LIKELY DESCENDANT**

8. Attachment Two to Schedule A-GEN Schedule of Completion is amended as set forth in the Revised Attachment Two to Schedule A-GEN Schedule of Completion, attached hereto and incorporated herein by this reference.
9. All other terms and conditions of the Agreement A4170G, not otherwise 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. 1 TO AGREEMENT A4170G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
District

By: _____
Linda J. LeZotte
Chair, Board of Directors

Date: _____

ATTEST:

Michele L. King, CMC
Clerk, Board of Directors

ANDREW GALVAN, Most Likely Descendant
Consultant

By: _____
Andrew A. Galvan
Most Likely Descendant

Date: 16 X 2019

Consultant's Address:

Post Office Box 3388
Freemont, CA 94539

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

AG
10.16.19

**AMENDMENT NO. 1 TO AGREEMENT A4170G
REVISED APPENDIX ONE TO THE
STANDARD CONSULTANT AGREEMENT
ADDITIONAL LEGAL TERMS**

1. Conflict of Interest for Future Services

Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not submit a proposal:

- A. For any agreement to be awarded for any project that is related to the services provided pursuant to this Agreement; [NOT USED]
- B. 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
- C. For any single or sole source products/services related to the Services pursuant to this Agreement or have a financial stake in any single or sole source products/services resulting from this Agreement.

2. Dispute Resolution

If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in the Standard Consultant Agreement, Appendix Two Dispute Resolution. [NOT USED]

3. 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 0% or more of the Total Not-to-Exceed Fees stated in the Revised Schedule(s), Revised Attachment One, Fees and Payments,, and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by the District.
- B. Task Orders are subject to approval by the District Deputy Officer unless delegated to the Unit Manager.
- C. District Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$ [Authorization Amount]. [NOT USED]
- D. The total not-to-exceed amount for any one Task Order shall not exceed \$ [NOT-TO-EXCEED AMOUNT]. [NOT USED]

AB
10.16.19

**AMENDMENT NO. 1 TO AGREEMENT A4170G
REVISED APPENDIX THREE TO THE
STANDARD CONSULTANT AGREEMENT
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 Standard Consultant Agreement, Section Twelve Miscellaneous Provisions, subsection 13. 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; and
 - 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 Attachment One to the Schedule(s), 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 becomes effective on the date of full execution by authorized representatives of the Parties and remains in effect until the earlier of: completion of the tasks set forth in Attachment A; or [expected completion date].

AG 10.16.19

**AMENDMENT NO. 1 TO AGREEMENT A4170G
REVISED APPENDIX THREE TO THE
STANDARD CONSULTANT AGREEMENT
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 [NOT USED]
 - 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 the Standard Consultant Agreement, Section Four Fees and Payments, subsection 3. 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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

AG
10.16.19

**AMENDMENT NO. 1 TO AGREEMENT A4170G
REVISED APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

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 Four 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
3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A4170G / CAS No. 4868**

AS
10.16.19

**AMENDMENT NO. 1 TO AGREEMENT A4170G
REVISED APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

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 Four 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 A4170G / CAS No. 4868**

IMPORTANT: The agreement or CAS number must be included.

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

AG
10.16.19

**AMENDMENT NO. 1 TO AGREEMENT A4170G
REVISED APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

Required Coverages

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

\$1,000,000 per occurrence / **\$1,000,000** 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:

\$1,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. **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 (for both on-going and completed operations) 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: This section does not apply to the Workers' Compensation and Professional Liability policies.

AP
10.16.19

**AMENDMENT NO. 1 TO AGREEMENT A4170G
REVISED APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

(**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, or CG 2038. 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 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.

10.16.19

**AMENDMENT NO. 1 TO AGREEMENT A4170G
REVISED APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

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.

Handwritten: AB
10.16.19

**AMENDMENT NO. 1 TO AGREEMENT A4170G
REVISED APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Auto Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	

ConsultantGL1AL1_rev+10.23.18

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

AG
10.16.19

**AMENDMENT NO. 1 TO AGREEMENT A4170G
REVISED ATTACHMENT ONE TO
SCHEDULE A-GEN
FEES AND PAYMENTS**

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of the District, as described in the Schedule(s) will not exceed a total amount of **\$398,500** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this Not-to-Exceed 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

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 Schedule A-GEN, Scope of Services.

COST BREAKDOWN

Task	Description	Original Not-to- Exceed Fees	Amendment No. 1	Total Not-to- Exceed Fees
1	Project Management	\$8,280	\$0	\$8,280
2	Observation Services	\$103,320	\$150,000	\$253,320
3	Reburial Preparation Services	\$23,400	\$0	\$23,400
4	Supplemental Services	\$13,500	\$100,000	\$113,500
Total Fixed Fees		\$148,500.00	\$250,000	\$398,500

3. Terms and Conditions

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

- A. 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 Table.
- B. The stated hourly and unit rates listed in the Hourly/Unit Rate Table 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.

AB
10.16.19

**AMENDMENT NO. 1 TO AGREEMENT A4170G
REVISED ATTACHMENT ONE TO
SCHEDULE A-GEN
FEES AND PAYMENTS**

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 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 Watersheds Division Deputy Officer or his/her designee.

HOURLY/UNIT RATE TABLE

Classification/Staff	Hourly/Unit Rate
Most Likely Descendant Monday through Friday	\$90.00
Most Likely Descendant Saturday	\$135.00
Most Likely Descendant Sunday	\$180.00
Staff Monitor Monday through Friday	\$75.00
Staff Monitor Saturday	\$112.50
Staff Monitor Sunday	\$150.00
Overtime*	1.5 times applicable rate

NOTE: Definition of "Overtime" - Overtime hourly rates will only be paid when the Most Likely Descendant or Staff Monitor has worked exclusively on the District's Project more than eight (8) hours in one day or more than forty (40) hours in one week. In the event that the MLD or staff monitor(s) has not worked 40 hours on the Rancho San Antonio project during the work week, and the MLD or staff monitor work on a Saturday and/or Sunday, the MLD and staff monitor(s) will be paid at rates listed above for Saturday and/or Sunday work.

C. Reimbursable Expenses.

All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting and supplies. These other direct expenses as approved by the DPM will be billed on a bi-weekly basis at actual cost plus 10% percent and shall be linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with bi-weekly invoices submitted. Any equipment purchased on behalf of the District that cost \$50 or more must receive the prior written approval of the DPM. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and submitted to District prior expiration of this Agreement.

BF

10.16.19

**AMENDMENT NO. 1 TO AGREEMENT A4170G
REVISED ATTACHMENT TWO TO
SCHEDULE A-GEN
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on **March 31, 2021**, unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties.
3. DPM 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.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Duration of Agreement
2	Observation Services	Duration of Agreement
3	Reburial Preparation Services	Duration of Agreement
4	Supplemental Services	Duration of Agreement

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

AG
10.16.19

THIS PAGE INTENTIONALLY LEFT BLANK