#### SANTA CLARA VALLEY WATER DISTRICT

# AMENDMENT ONE TO AGREEMENT DATED MAY 26, 2015 CONTRACT NO. C0601 BY AND BETWEEN SANTA CLARA VALLEY WATER DISTRICT AND BALFOUR BEATTY INFRASTRUCTURE, INC. RINCONADA WATER TREATMENT PLANT RELIABILITY IMPROVEMENT PROJECT

The following is an amendment (Amendment One) to the Agreement (Contract No. C0601) dated May 26, 2015 entered into and effective as of March 10, 2020 (Effective Date) by and between the Santa Clara Valley Water District, hereinafter referred to as "District" and Balfour Beatty Infrastructure, Inc. hereinafter referred to as "Contractor," collectively, the "Parties."

District and Contractor have agreed, by this Amendment One, to amend the Contract Documents as follows:

#### **RECITALS**

- A. On May 26, 2015, after due advertisement and taking of competitive bids from prequalified contractors, the District awarded the prime contract for construction (Contract) of the Rinconada Water Treatment Plant (RWTP) Reliability Improvement Project (Project) to Balfour Beatty Infrastructure, Inc. (Contractor), an engineering, electrical and general contractor, licensed by the state of California, License No. 664318, located in Fairfield, California. Contractor's successful low bid, and the original Contract Price, was \$179,850,000.
- B. The Contract, as awarded, in its Special Provisions, Section 11, Article 11.04, *Time Allowance for Completion of Work*, allowed Contractor 1,827 days to complete the Project, sequentially, in 6 phases (Phases). Contractor timely completed Milestone 1 (Phase 1) and on September 25, 2015, Contractor timely commenced the Work of Milestone 2 (Phase 2). Although the Contract required Contractor complete Milestone 2 (Phase 2) in 519 days, Phase 2 is not yet completed. In 2017, 2018, and 2019, portions of Phases 3, 4, and 5 were performed out of sequence, with consent from District.
- C. During the submittal process for setting the Schedule of Values for the Work, District and Contractor disputed the allocation of the Contract Price among the six Phases. As a result of this dispute, \$21,000,000 from Phase 2 was reallocated to later Project Phases. This amount is hereafter referred to as the "Disputed Reallocation Amount."
- D. The District and Contractor have had, and still have, disputes over the Contract and the Project, reflected generally, but not exclusively, in Contract-specified change and administrative documentation, and Contract-approved project management software communications, including, but not limited to, the following: Change Orders (CO); Directive Change Orders (DCO, unilateral change orders); Potential Change Orders (PCO); Contract Document Clarifications (CDC); Requests for Information (RFI); Time Impact Analysis (TIA); Job Memos (JM); and Notices of Non-Compliance for correction of defective work (NCN). The Project's Dispute Review Board (DRB) has heard and considered various disputes during Project construction.

- E. As of the Effective Date, the Adjusted Contract Price is \$187,824,261, and the Adjusted Contract Time is 1932 days. Commencing with Progress Payment No. 40 through September 30, 2018, the District assessed liquidated damages against Contractor's earned payment amounts. Liquidated damages assessed through July 31, 2019 are \$18,993,000, with actual withholding through July 31, 2019 in the amount of \$7,206,087.60. Contractor disputed such assessment and withholding.
- F. Commencing May 12, 2019, executives from the District and Contractor commenced in-person Executive Partnering meetings and negotiations, subject to settlement confidentiality privileges afforded by law and by written agreement, with each Party participating subject to their full reservation of rights and defenses regarding unresolved disputes on the Project. Although District and Contractor dispute the merit and responsibility for the various claims and disputes, the Parties executed a letter agreement, titled *Tentative Global Settlement Agreement*, on October 25, 2019.

NOW, THEREFORE, pursuant to, and consistent with, the Contract, including without limitation, Standard Provisions, "Section 5. Scope of Work," Article 5.03 "Change in Work," and Public Contract Code § 7105(d)(2), and in consideration of the mutual covenants and promises in this Amendment One, the sufficiency of which is hereby acknowledged, the District and Contractor agree:

#### ARTICLE 1. CHANGES IN THE WORK OF THE CONTRACT

- **A. Deleted Work**: Delete from Contract any remaining Work of Phase 3, Phase 4, and Phase 5, as specified in the Contract's Technical Specifications, Section 01140, *Work Restrictions*, at:
  - 1. Phase 3 Construction Requirements (Article 1.15); and
  - 2. Phase 4 Construction Requirements (Article 1.16); and
  - 3. Phase 5 Construction Requirements (Article 1.17).
- **B.** Retained Work: Retain in Contract all Work not deleted, and all Added Work (below), hereafter, "Retained Work" as specified in the Contract's Technical Specifications, Section 01140, *Work Restrictions*. Retained Work includes without limitation:
  - 1. Phase 1 Extended Mobilization (Article 1.04(B)(1)); and
  - 2. Phase 2 Construction Requirements (Article 1.14); and
  - 3. Phase 2 Ozone Contactors and Flocculation/Sedimentation Basin (Article 1.04(B)(2)); and
  - 4. Milestone 6, Project Completion (Special Provision Article 11.04 (C)(6)); and
  - 5. "Site Restoration" which shall be defined as the "as-is" condition of the Project Site as documented and shown in the plan view and photos in Attachment 1 Final Site Restoration Plan dated March 5, 2020, incorporated herein by this reference; and

- 6. Phase 3, 4, and 5 Work commenced and/or completed as of the Effective Date of this Amendment One.
- C. Retained/Added Work: Maintenance until the filing of the Notice of Completion and Acceptance of the Work on all equipment and systems furnished and installed by Contractor under the Contract, whether installed or placed in use by District prior to or after the Effective Date of this Amendment One.
  - Contractor shall provide all maintenance however denominated (preventative, routine, normal) including replacement of any defective parts through the filing of the Notice of Completion and Acceptance of Work as set forth below:
    - a) All manufacturer-recommended maintenance, servicing and lubrication at the intervals and schedules set forth in the manufacturer's Operating and Maintenance Data provided by Contractor under Specification Section 01782, (Operating and Maintenance Data), including §1.06 (Equipment, Products, and Systems Required to Furnish Operation and Maintenance Manuals) which includes Table 01782-1 and any operation and maintenance manuals where so required in the Technical Specifications.
    - b) All preventative maintenance points properly covered in training under Section 01758 (Training Requirements) as applicable to Contractor's furnished and installed equipment.
    - c) Contractor's Maintenance obligations under this Amendment One shall not alter or otherwise impact Contractor's Contract obligations under the Contract including any Contract warranties or guaranty or the Service Contract for Standby Generators referred to in Section 16230 (Standby Generators), §1.10(B)(required 3-year contract).
- D. Added Work: All known Work described and set forth in all DCOs, PCOs, CDCs, and JMs existing as of the Effective Date of this Amendment One filed in EA Docs, to the extent District at its sole and reasonable discretion, and except as allowed for in Article 3 Adjustments in the Contract Price, paragraph A.5., determines that such DCOs, PCOs, CDCs and JMs expressly provide for Added Work. At District's direction, Contractor shall promptly prosecute such Work in full accordance with the Contract, to completion.
- **E. Standard for Completed Work**: All Work including the Retained Work and Added Work described in this Amendment One shall be performed in accordance with the then-existing Contract, Plans, Drawings, and Specifications. The Project as described in this Amendment One will be completed, inspected, tested, and be in full compliance with the requirements of the Contract.

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#### **ARTICLE 2. CONTRACT TIME**

- A. Single Scope of Work: Retained Work including Contract requirements for startup, commissioning, and testing shall achieve Project Completion and Project Acceptance, as a single scope of work with due consideration of Deleted Work including necessary follow-on Work by this Amendment One.
- **B.** Deletion of Milestones 3, 4, and 5: Special Provisions, Section 11.04, *Time Allowance for Completion of Work*. Delete Special Provisions, Sections 11.04 C. 3. "Milestone 3, completion of Phase 3 work," C.4 "Milestone 4, completion of Phase 4 work," and C.5 "Milestone 5, completion of Phase 5 work";
- C. Retention of Milestones 1, 2, and 6: Special Provisions, Section 11.04, *Time Allowance for Completion of Work*. Retain Special Provisions, Sections 11.04 Paragraphs C. 1. "Milestone 1, completion of Phase 1 work," C.2. "Milestone 2, completion of Phase 2 work," and C.6. "Milestone 6, Project Completion."
- D. New Milestone Completion Dates: Delete Special Provisions Section 11.04, Time Allowance for Completion of Work, Paragraph D, Milestone Completion, and replace with:
  - "D. Milestone Completion Dates for Retained Work:

For Retained Work, Contractor shall achieve Project Completion and Acceptance as set forth in Special Provisions, Section 21, *Contract Closeout* by October 10, 2020 meeting the following Milestones:

- 1. **Milestone RW 1: June 12, 2020**: Completion of the following Contract requirements as applicable to the Retained Work:
  - (a) Testing and Startup (Special Provisions Article 21.04; Technical Provisions Section 01756) including Successful completion of 30 (calendar) day acceptance test for Phase 2 (Technical Provisions Section 01756, Article 1.04 B.7.)
  - (b) Operating and Maintenance Data (Technical Provisions Section 01782)
  - (c) Training Requirements (Special Provisions Article 21.03; Technical Provisions Section 01758)
- 2. **Milestone RW 2: July 12, 2020**: Submission of As-Built Record Drawings and Specifications (Special Provisions Article 21.05.01).
- 3. **Milestone RW 3: September 10, 2020**: Completion of "Site Restoration" Work as set forth in Attachment 1 Final Site Restoration Plan dated March 5, 2020 and Milestone 6 Project Completion Special Provisions Article 11.04 C. 6. to the extent such Milestone 6 Project Completion is applicable to Work performed by Contractor pursuant to this Amendment One.

- 4. Milestone RW 4: October 10, 2020: To the extent applicable to the Retained Work, Project Completion and Final Inspection (Special Provisions Article 21.01.05); Submission of Guaranty and Guaranty Bond (Special Provisions Article 21.02); Final Cleaning (Special Provisions Article 21.06); Submission of remaining Closeout Items (Special Provisions Article 21.05), including without limitation, Closeout Documents (Special Provision Article 21.05.02)."
- E. Delete Special Provisions, Section 11.05.A. *Excusable Inclement Weather Delays*, however, notwithstanding the foregoing, nothing herein shall affect Contractor's rights under the Contract including Standard Provisions Article 5.05.01.B.5. for occurrences of a "severe and unusual nature" including "acts of God."
- **F.** A new schedule is included as Attachment 2 Project Completion Schedule dated February 4, 2020, incorporated herein by this reference, and is subject to the terms of this Amendment One.

#### ARTICLE 3. ADJUSTMENTS IN THE CONTRACT PRICE

#### A. Adjustments in the Contract Price:

- Reversal of Disputed Reallocation Amount. The District shall, and hereby does, reverse its prior determination regarding the Disputed Reallocation Amount, which shall, effective upon execution of this Amendment One, revert back to Phase 2. District has already processed four disbursements, accomplishing the full reversion amount, as follows:
  - a) \$7,000,000 payable to Contractor on October 1, 2019
  - b) \$5,000,000 payable to Contractor and Neal Electric Corporation on October 1, 2019
  - c) \$3,000,000 payable to Contractor on November 21, 2019 (\*Item 1 in Table below)
  - d) \$6,000,000 payable to Contractor on January 2, 2020 (\*\*Items 2 & 3 in Table below)
- 2. District shall pay the remaining amount for completion of Phase 2 Work per the current Payment Application process as stated in the Contract.
- 3. District hereby recognizes the lump sum additive amount of \$27,610,900 as detailed in the Completion Payment Schedule table below for a total final Contract amount of \$147,926,900.
- 4. Progress payments to be made upon completion of each milestone as described, rather than on a monthly basis. Payments shall be made within 30 days of receipt of proper pay application from Contractor.

- 5. Subject to the requirements of Article 6 Contractor's Project Knowledge and Limitation on Change Orders, as stated hereinbelow, DCOs, PCOs, CDCs, and JMs (on file in EA Docs) issued after October 22, 2019 which are unpaid, are in addition to the total final Contract amount of \$147,926,900 and will be paid as provided in Contract Standard Provisions "Change in Work" 5.03 and "Change in Contract Price" 5.04 and Special Provisions 11.11.03.
- 6. Unpaid equipment and materials purchased on approved shop drawings or submittals and inspected and approved by the District that cannot be restocked without substantial expense, or were specifically fabricated for Phases 3, 4, or 5 of the Project, at the reasonable discretion of the District, are in addition to the total final Contract amount and will be paid, only if procured during one or both of the timeframes stated in a) or b) below.

The maximum amount District may agree to pay Contractor for such items shall not exceed \$5,000,000. Only invoice prices will be paid; no Contractor mark-up will be paid by District. Equipment and materials ordered after March 10, 2020 will not be paid for by District.

- a) Unpaid equipment and materials ordered and procured prior to October 22, 2019 will be paid for by the District.
- b) Unpaid equipment and materials ordered and procured between October 23, 2019 and March 10, 2020 will be paid for if equipment and materials are accepted by the District, at District's reasonable discretion.

#### **COMPLETION PAYMENT SCHEDULE**

		Activity	Amount	Notes
1	*Signing of Tentative Global Settlement Agreement letter	Payment Complete	\$3,000,000	Reference per Article 3.A.1.c.
2	**PLC panel installed	Payment Complete	\$3,000,000	Reference per Article 3.A.1.d.
3	**Floc/Sed Hydro test	Payment Complete	\$3,000,000	Reference per Article 3.A.1.d.
4	Signing of Amendment One		\$3,093,900	
5	PLC 700/710 submittal	PH2-22-6260	\$3,000,000	
6	Floc/Sed circulation of plant water	PH2-06-4155	\$3,000,000	
7	Floc/Sed Run mixers	PH2-06-7030	\$3,000,000	
8	March shutdown	CDC-217-0070	\$3,000,000	
9	Start of 30-day Acceptance Test	PH2-06-7120	\$3,000,000	
10	End of 30-day Acceptance Test	PH2-06-7120	\$3,000,000	
11	Completion of Phase 2	MILESTONE-02.2	\$3,517,000	
12	Completion of Phase 6	MILESTONE 3	\$3,000,000	
	Total Items 4 through 12		\$27,610,900	

B. Full and Complete Compensation: Subject to Article 3 Adjustments in the Contract Price, adjustments to the Contract Price stated in Article 3 paragraph A. 3. of this Amendment One, shall be considered a single lump sum amount and shall constitute full compensation to complete the Retained Work and for all Contractor promises, releases, covenants, indemnities and all other obligations, pursuant to this Amendment One.

#### ARTICLE 4. CONTRACTOR'S RELEASE OF CLAIMS

- **A. Contractor's Release**: As part of the consideration for this Amendment One, Contractor provides District with this following release ("Contractor's Release") of claims, on behalf of itself, its agents, assigns, subcontractors, suppliers, insurers, sureties and any other party claiming or potentially claiming through Contractor.
  - 1. Contractor's Release: Contractor waives, forgives and releases District, its employees, officers, agents, construction managers, architects, engineers, design consultants of all types, inspectors, other District contracting entities regarding the Project, and their subcontractors, and/or subconsultants of any tier, and any and all other persons or entities working for the District regarding the planning, design and/or construction of the Project at any time, from any and all claims arising from the Project, the Work, asserted errors or omissions in the Drawings, Specifications, or other Contract Documents, planning documents, information documents, COs, PCOs, CDCs and JMs, arising at any time including during planning, bidding, contract award, and/or performance of the Work, known or knowable by Contractor or by its engineering subconsultants or by Contractor's subcontractors, suppliers or subconsultants of any tier, as of the date of execution of this Amendment One.
  - 2. Contractor's Release extends to any and all claims, requests, liens, liabilities, obligations or demands for extra compensation, markups, schedule relief or other relief of any sort, whether known or unknown, which have arisen or may hereafter arise, in connection with the Project, whether inchoate or actual, documented or undocumented, and includes without limitation, existing or potential letters, Requests for Information, time extension requests, Time Impact Analyses, extra compensation requests, JMs, Disputes, Protests, Notices of Potential Claim, or Claims, existing, or potentially existing, as of the date of execution of this Amendment One.
  - Contractor's Release includes, by way of example only, claims and requests for compensation for schedule relief or other relief of any sort, inefficiency, interferences, impacts, cumulative impacts, home office overhead, field office overhead, storage, materials or labor or resource escalation, whenever such work was performed.
  - 4. Claims released by Contractor's Release, provided above, shall be referred to hereafter as "Contractor Released Claims."
  - 5. Contractor will obtain and provide to District original versions of approved consent to this Amendment One by all sureties providing performance and payments bonds for the Project. District's receipt and approval of such written documentation is a condition precedent to District's obligation to disburse any payments to Contractor pursuant to this Amendment One.

Amendment One to Contract No. C0601 Santa Clara Valley Water District/Balfour Beatty Infrastructure, Inc. RWTP Reliability Improvement Project Version 9 (03/09/20) **B.** California Civil Code Section 1542 Waiver: Contractor hereby certifies that it has read and hereby waive its rights pursuant to Section 1542 of the California Civil Code, which states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

C. Contractor's Indemnification of District from Claims by Subcontractors, Suppliers, Vendors. Contractor covenants and warrants, that it will defend, indemnify, and save harmless District from and against any and all claims from subcontractors or suppliers of Contractor, or anyone claiming through Contractor, arising out of the Project that in any manner relate to the Contractor Released Claims. In the event that the District seeks, now or in the future, reimbursement from any entity for costs related to this Amendment One, the District agrees to execute necessary, reasonable affidavits and otherwise cooperate with respect to a Civil Code Section 877.6 Determination of Good Faith regarding this settlement sought by Contractor in any resulting civil action. Such determination is not a condition of this settlement. This provision is in addition to Article 6.16 Indemnification of the Contract Documents.

#### ARTICLE 5. LIQUIDATED DAMAGES AND RETENTION

- A. Settlement and Adjustment. As additional and incentive consideration exchanged by the Parties for execution of this Amendment One and for the promises, covenants and releases stated throughout this Amendment One, the Parties have agreed on settlement and adjustment of assessed and retained liquidated damage amounts, and administration of retention, as set forth below.
- **B.** Existing, Accrued Liquidated Damages Held by District. District will retain as "first recourse" performance security Liquidated Damage amounts held by District, to be released as stated below, or otherwise retained by District as first recourse performance security.
  - 1. District will continue to assess and withhold Liquidated Damages in accordance with the original Contract Documents until execution of this Amendment One.
  - 2. District shall stop assessment of Liquidated Damages upon execution of this Amendment One. Upon execution of Amendment One, Liquidated Damages amounts shall be as follows:

Assessment amount: \$18,993,000

Withheld amount: \$7,206,100

3. Upon completion of the March Shutdown, Schedule item CDC-217-0070, no later than March 25, 2020 or to such date as may be extended by a Non-Preventable Change, District shall release \$3,603,050 of withheld Liquidated Damages.

- 4. Should the completion of the March Shutdown extend beyond March 25, 2020 not due to a Non-Preventable Change, District shall release \$1,801,525 of withheld Liquidated Damages upon completion of the March Shutdown.
- 5. District shall release any and all remaining withheld Liquidated Damages upon completion of Phase 6.
- C. Amendment One Delay Assessments Impacting Contract Amount. On the Effective Date, Article 11.07, Paragraphs (A)(2) through and including (A)(6), constituting the Liquidated Damage for Milestones 1, 2, 3, 4, and 5, shall be, for the Remaining Work, deemed deleted. In their place, the following provisions shall apply:

In the event Contractor does not meet the applicable Milestone dates, the increased Contract amount will be decreased in Contractor's settlement amount, as follows:

- 1. For Failure to Complete Milestone RW #1:
  - a) \$3,000,000 for failure to complete Milestone RW #1 within 60 days of June 12, 2020.
  - b) An additional \$3,000,000 for failure to complete Milestone RW #1 within 91 days of June 12, 2020.
  - c) An additional \$3,000,000 for failure to complete Milestone RW #1 within 122 days of June 12, 2020.
  - d) \$16,000 per day for each day Contractor has failed to complete Milestone RW #1 starting on the 123rd day after of June 12, 2020 with a cap at 30 days.
- 2. For Failure to Complete Milestone RW #3:
  - a) \$1,000 per day for each day Contractor has failed to complete Milestone RW #3 within 90 days of completion of Milestone RW #1 with a cap at 30 days.
- **D.** Accrued Liquidated Damages Extinguished. Upon completion of RW #3 and payment of Amendment One Delay Assessments, remaining liquidated damages accrued as of the Effective Date, shall be extinguished.

#### E. Release of Retention

- 1. District will continue to withhold 10percent retention in accordance with the original Contract Documents, Article 20.05.01.H. Contract Retention.
- 2. Upon full execution of Amendment One, retention shall be reduced to 7.5 percent, from the current specified amount of 10 percent. Partial release of retention withheld to date, to 7.5 percent, shall be made on the first progress payment after execution of Amendment One.

- 3. Upon successful completion of the March Shutdown, Schedule item CDC-217-0070, retention shall be reduced to 5 percent. Partial release of retention withheld to date, to 5 percent, shall be made on the first progress payment after successful completion of the March Shutdown.
- 4. Thereafter, District will withhold 5 percent retention, which shall not be due or payable until 35 days after completion of the Work and the filing of Notice of Completion and Acceptance in the manner provided by law, subject to withholds as required by law, and in accordance with Article 8.04. Final Payment.

# ARTICLE 6. CONTRACTOR'S PROJECT KNOWLEDGE AND LIMITATION ON CHANGE ORDERS

- A. Contractor's Project Knowledge: Contractor represents it has the quality, fitness, capacity, and experience to satisfactorily complete the Retained Work and Contractor shall furnish all labor, methods or processes, implements, tools, machinery, construction equipment, materials of any kind, and manufactured equipment, which are required to construct in a good and worker-like manner all the Work herein specified. In addition, Contractor having been on site and performing work since September 2015 is fully aware of the conditions and difficulties encountered, of the character, quality, and quantities of the work performed and materials furnished, and of the requirements of the Proposal, Drawings, Specifications, and other Contract Documents and is charged with all Project knowledge known or reasonably knowable by a contractor qualified to bid the Project and having been on site and performing work on the Project since September 2015, including without limitation, all applicable Codes, all applicable construction standards required by the Contract Documents, and necessary construction means and methods.
- B. No Time or Compensation for Preventable Changes: In completing the Retained Work, Contractor shall have no entitlement to additional time or compensation for "preventable" changes and extra costs, defined as: changes, costs and/or time delay resulting from conditions, events or designs, within Contractor's Project knowledge, that Contractor could have discovered and resolved prior to the execution of this Amendment One, and/or prevented, such as, for example, and not by way of limitation, constructability and coordination issues or meeting Contract Documents or reasonably foreseeable equipment/material replacements and substitutions.
- C. Time and/or Compensation for Non-Preventable Changes: In completing the Retained Work Contractor shall have entitlement to additional time or compensation for Non-Preventable changes and extra costs, defined as: changes, costs and/or time delay resulting from conditions, events or designs, not within Contractor's Project knowledge, that Contractor could not have reasonably discovered and timely resolved and/or prevented.

#### D. Examples:

- a) District changes adding additional scope or changes in legal requirements, would be a Non-Preventable Change.
- b) District direction for upsizing or downsizing a piece of equipment to meet changed service requirements would be a Non-Preventable Change.

Amendment One to Contract No. C0601 Santa Clara Valley Water District/Balfour Beatty Infrastructure, Inc. RWTP Reliability Improvement Project Version 9 (03/09/20) c) Changing a piece of equipment to meet space requirements or code requirements would be a Preventable Change.

#### ARTICLE 7. MISCELLANEOUS AND LEGAL

- Α. Diligent Performance. Contractor shall diligently prosecute the Work to completion. In the event of any dispute under the Contract Documents, or regarding the interpretation of the Contract Documents, or this Amendment One, the District shall decide the issue and Contractor shall diligently prosecute the Work, including the Disputed Work, to completion in accordance with the District's decision. Contractor will, however, retain its rights stated in the Contract's Disputes Procedure, except as stated below in Article 7 B. Dispute Review Board.
- В. Dispute Review Board. The Dispute Review Board is dismissed and the DRB Process, expressed throughout the Contract Documents, no longer applies.
- C. Warranty: All construction warranties shall commence to run in accordance with original Contract Documents for Retained Work. See Attachment 3, Warranty List, dated February 12, 2020, incorporated herein by this reference.
- D. Mandatory Seasonal Water Production Schedule: The mandatory seasonal water production schedule provided in Article 01140.1.11. Mandatory Rinconada WTP Water Production Schedule as November 15 to March 15 for 40MGD and March 16 to November 14 for 80MGD, shall extend into future years if delays extend and until successful completion of all Retained Work.
- E. **Legal**: Nothing in this Amendment One shall change or alter the Contract terms and conditions on Contractor's indemnification, which shall continue to apply and are cumulative to Contractor's indemnities as stated herein. The Amendment One is a consensual contract amendment. It is not a contract termination. This Amendment One has precedence over all Contract Documents identified in Standard Provisions. Section 2.01. Precedence of Contract.
- F. Entire Agreement. This Amendment One constitutes the sole and entire agreement between the Parties and supersedes all prior agreements, negotiations, and discussions between the Parties with respect to the subject matter covered hereby. The Parties each acknowledge that, in entering into this Amendment One, they are not relying upon any representation, promise or warranty other than those terms and provisions expressly set forth in this Amendment One. This Amendment One may not be altered, amended, waived, modified or otherwise changed in any respect or particular whatsoever except by writing duly executed by authorized representatives of the Parties.
- G. Counterpart Signatures. This Amendment One may be signed in any number of counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Electronic signatures shall also be deemed an original and each signature page shall constitute a counterpart hereof. A photocopy of the signed original may be used for all purposes to which a signed original can be used.
- H. Headings. Paragraph headings are provided for convenience and do not control the interpretation of this Agreement.

- I. Consultation with Counsel. The Parties acknowledge that each of them has read and understood this Amendment One, and that each of them has received or had the opportunity to receive independent legal advice from their respective attorneys as to the effect and importance of this Amendment No. One provisions.
- J. Joint Preparation. The Parties agree and acknowledge that the terms of this Amendment One have been negotiated and drafted jointly by representatives of each of the Parties and that no future construction of this Amendment One shall be affected or governed in any way by any claim concerning the identity of the drafter of this Agreement.
- K. **Non-Waiver**. Any waiver of any portion or provision of this Amendment One, shall not be valid unless it is in writing, properly executed by the Parties.
- L. Continuation of Executive Partnering: Parties agree to continue Executive Partnering to aid in successful completion of the Contract. Executive Partnering shall be used as the preferred means for dispute resolution; however, it shall not constitute a basis to stop or delay work or otherwise delay or toll dispute resolution procedures as provided under Article 8 Dispute Resolution herein.
- Μ. No Third-Party Beneficiaries. Nothing in this Amendment One, whether express or implied, shall be construed to give any person or entity, other than the parties hereto, any legal or equitable right, remedy or claim relating to this Agreement or any covenants, conditions, or provisions contained herein.

#### **ARTICLE 8. DISPUTE RESOLUTION**

- Α. Contractor shall use its best efforts to include this procedure in its subcontracts and supplier agreements used for completion of the Retained Work and shall join such parties in Referee proceedings as necessary to achieve a complete resolution of disputes.
- В. Judicial Reference: In the event of disputes that are not resolved through Executive Partnering, the Parties may engage in voluntary non-binding mediation or any other alternative dispute resolution they may agree on. Upon failure to mutually agree, or upon failure of any such mediation or other alternative dispute resolution procedure mutually agreed upon by the parties, should either party commence litigation, the dispute shall, upon stipulation or by order of the court following petition or noticed motion, be ordered to judicial reference under the California Code of Civil Procedure, Sections 638 et seq., subject to the provisions for Judicial Reference as set forth below.
  - 1. The referee shall be a retired California state court judge who, in the prior ten years, has served as the trial judge or arbitrator for a complex construction dispute. The referee shall not have been hired or retained by any of the Parties or subcontractors, including as legal counsel. Nor may the Parties seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2. Notwithstanding the foregoing, the Parties may stipulate in writing to a referee not meeting these requirements.

- 2. If the Parties are unable to agree to a referee within ten (10) calendar days, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).
- 3. The referee shall conduct the proceedings in accordance with state law, including without limitation, the California Code of Civil Procedure, and California Evidence Code, except as specifically agreed to by the Parties in writing and approved by the referee.
- 4. The referee's decision shall be decided under and in accordance with the laws of the State of California, supported by substantial evidence and, in writing, contain the basis for the decision, conclusions of law, findings of fact on each material element of causes of action decided, and for damage amounts awarded, specific findings of causation and basis of calculation in reasonable specificity for categories of amounts.
- 5. The referee is empowered to relax the rules of evidence for purposes of expedience, savings of time and savings of expense, however, findings of fact must be based upon evidence meeting the standards of admissibility under the California Evidence Code, for purposes such evidence has qualified.
- 6. Hearsay may not constitute competent evidence; nor may expert opinion rely on hearsay.
- 7. Neither Party may recover from the other Party special, consequential, or incidental damages, unless the same is proven to result from intentional breach of contract, gross negligence or an intentional tort.
- 8. The referee, in his or her sole discretion, is empowered to request either Party to substantiate amounts or request other, reasonable verification of amounts.
- 9. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of the California Code of Civil Procedure Sections 644 and 645, unless otherwise agreed by the Parties.
- 10. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered after trial in the superior court.
- 11. The cost of conducting the judicial reference proceeding shall be borne equally by the parties. The filing fee, witness fees, costs of discovery, or any other cost necessarily incurred by one party shall not be shared by any other party, except that the referee may allow the prevailing party to recover its costs and necessary (but not discretionary) disbursements, except attorneys' fees, on the same basis as allowed in civil actions. These costs shall be taxed as in civil actions.

**C. No Attorneys' Fees**: No Party to this Amendment One may recover its attorneys' fees from the other for any reason whatsoever.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT ONE THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT District	BALFOUR BEATTY INFRASTRUCTURE, INC Contractor		
By: Nai Hsueh Chair, Board of Directors	By:  John Rempe  President and Chief Executive Officer		
Date:	Date:		
	Contractor's Address:		
	5050 Business Center Drive, Suite 250, Fairfield, CA 94534		
ATTEST:			
Michele L. King, CMC Clerk, Board of Directors			

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## **Attachment No. 1 to Amendment One**

Final Site Restoration Plan

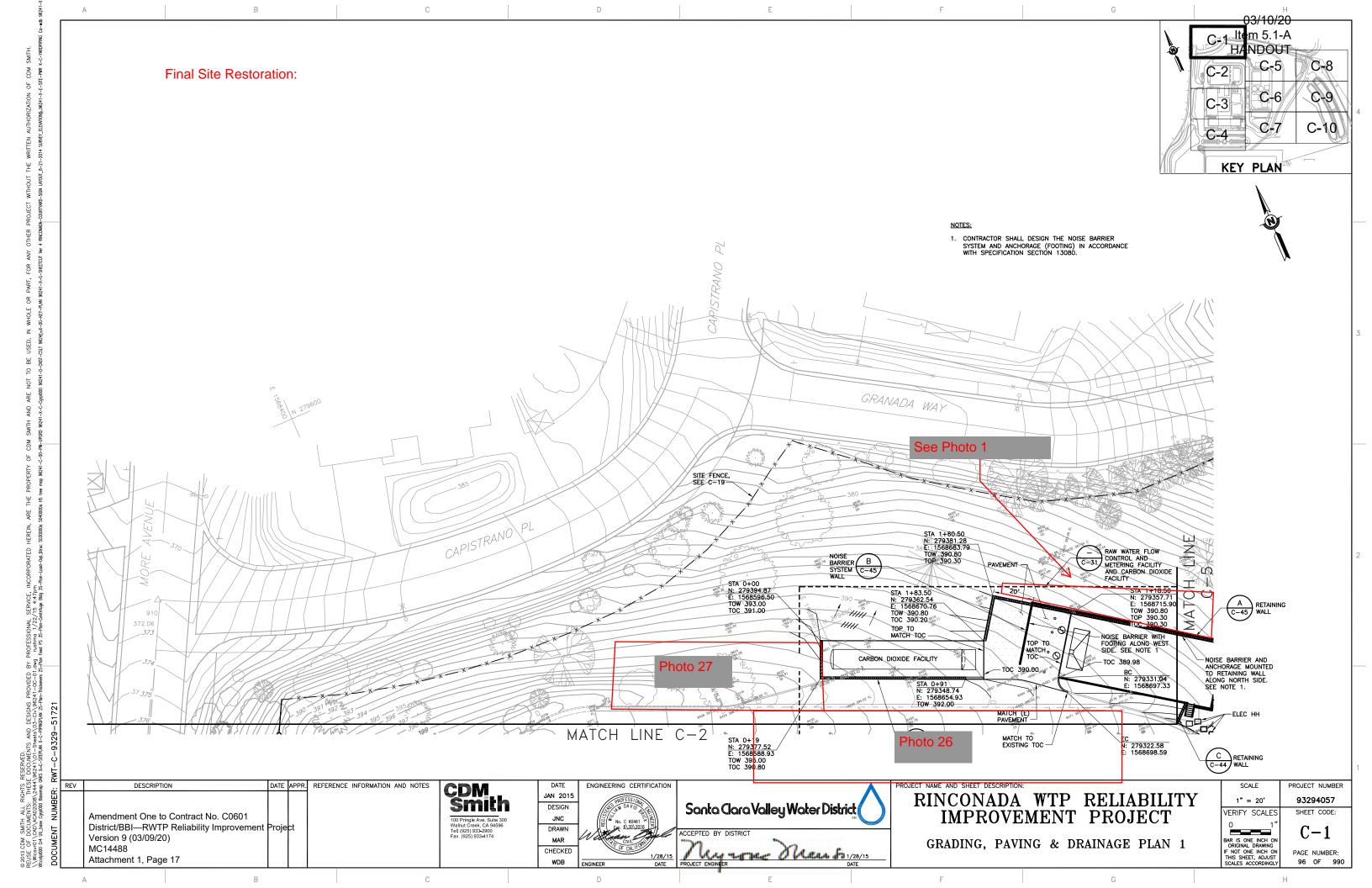
Rinconada Water Treatment Plant Reliability Improvement Project, Contract C0601

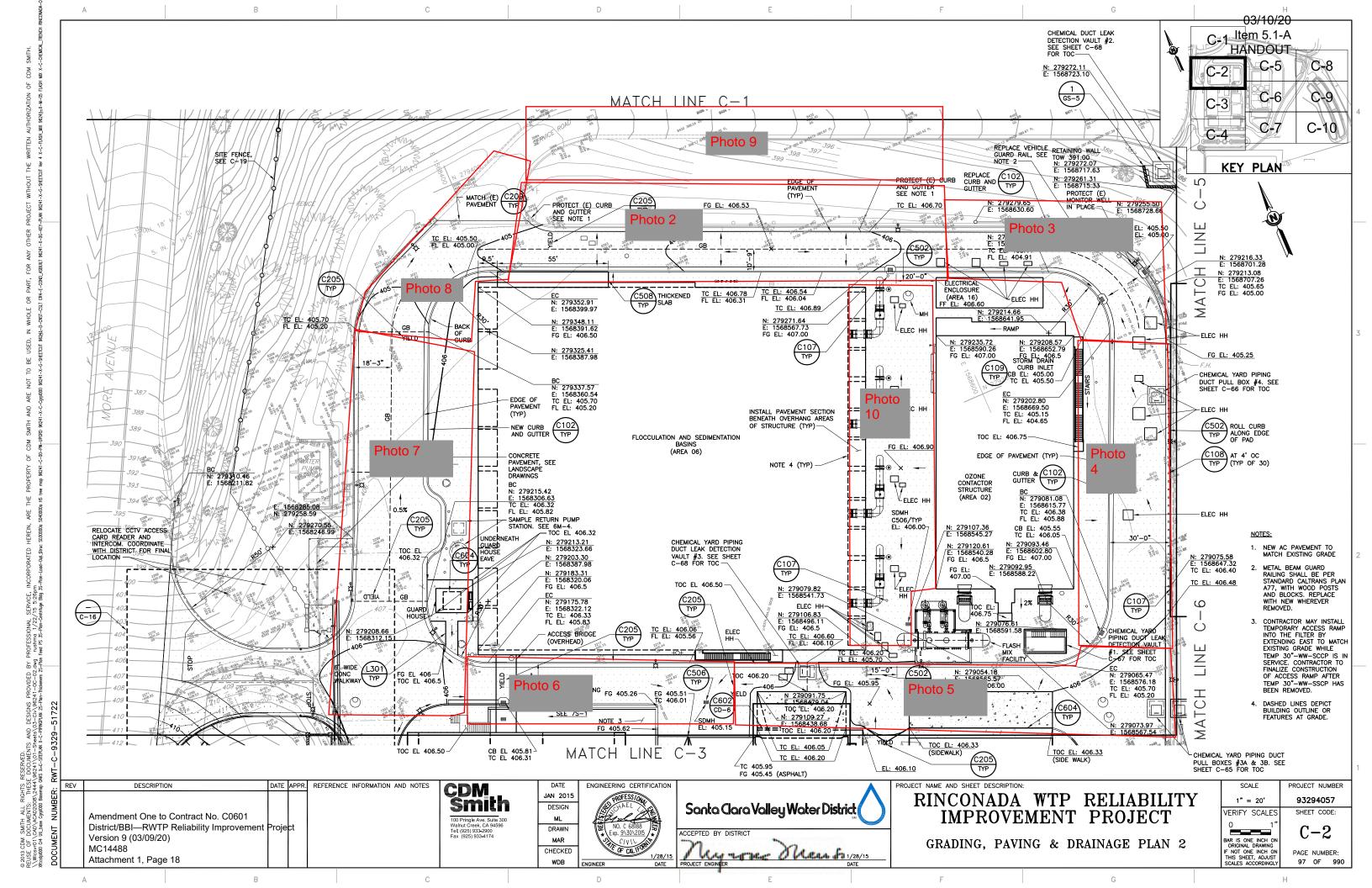
March 5, 2020

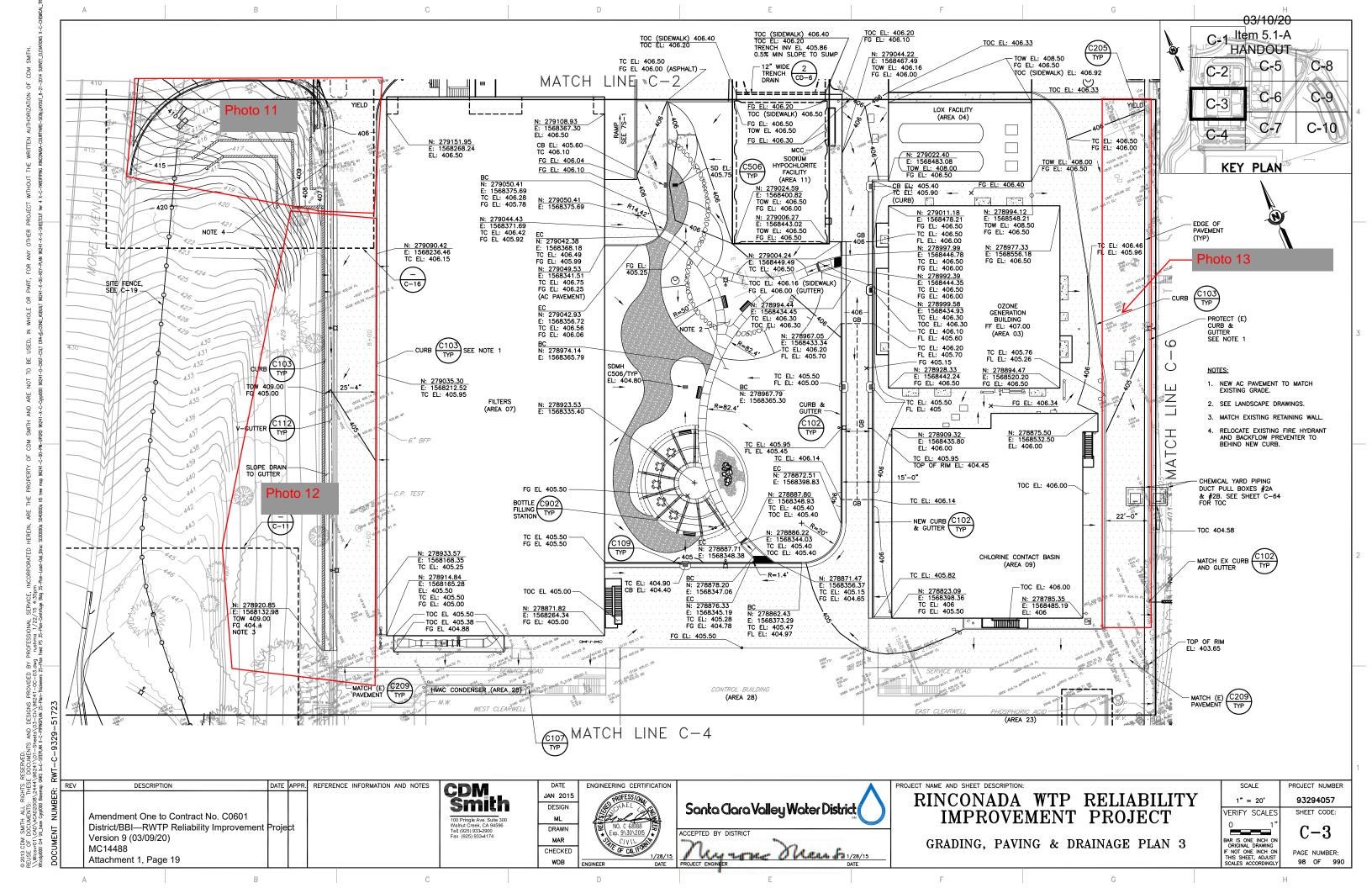
### Site Restoration per Walk through and Meeting on January 31, 2020

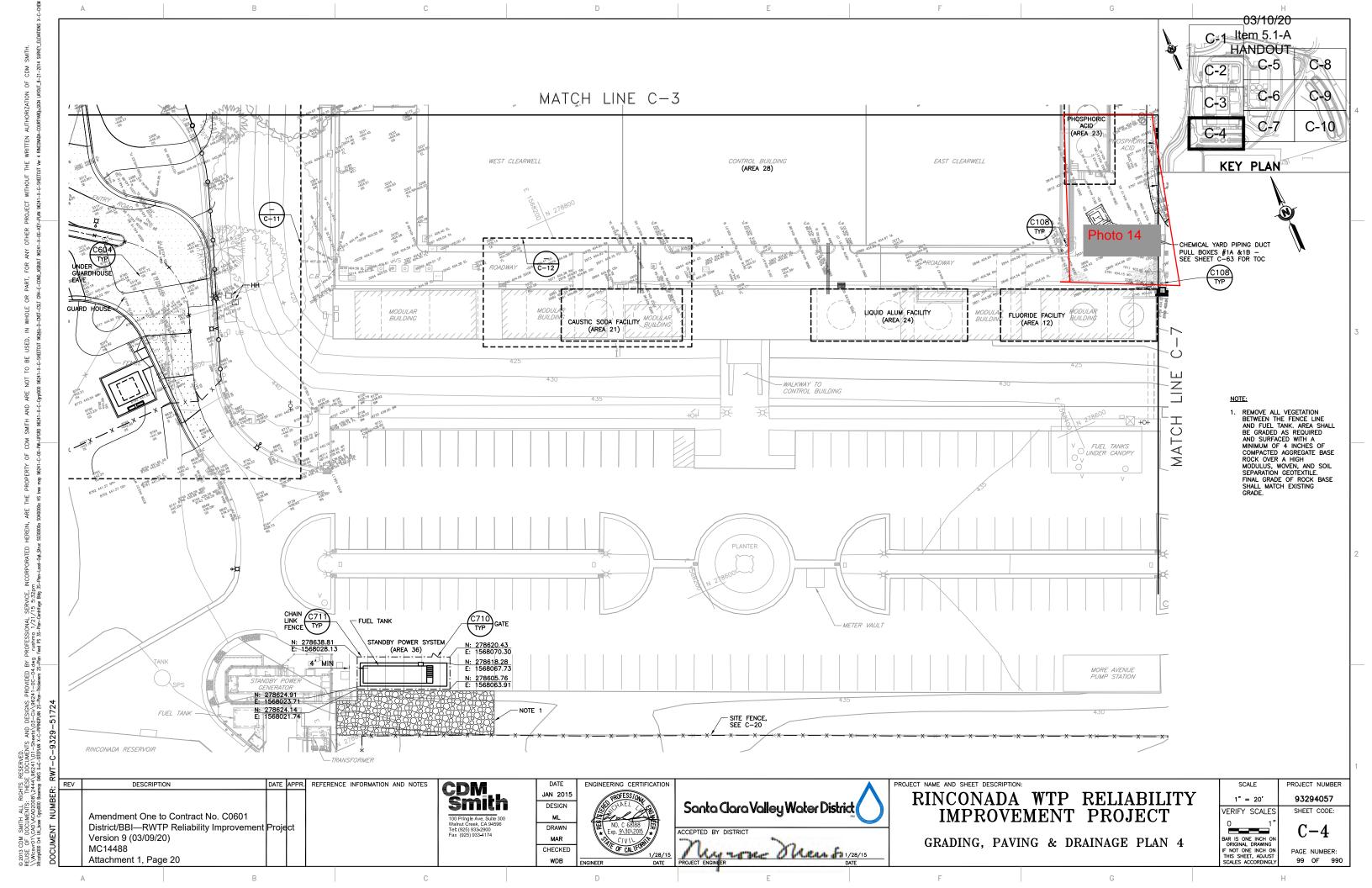
The following was agreed to between the representative of BBII and the District following the walk through in a meeting at the WTP. The plans submitted by BBII to accept the site in as is condition were utilized for the walk through, and the following relate to acceptable as is agreement.

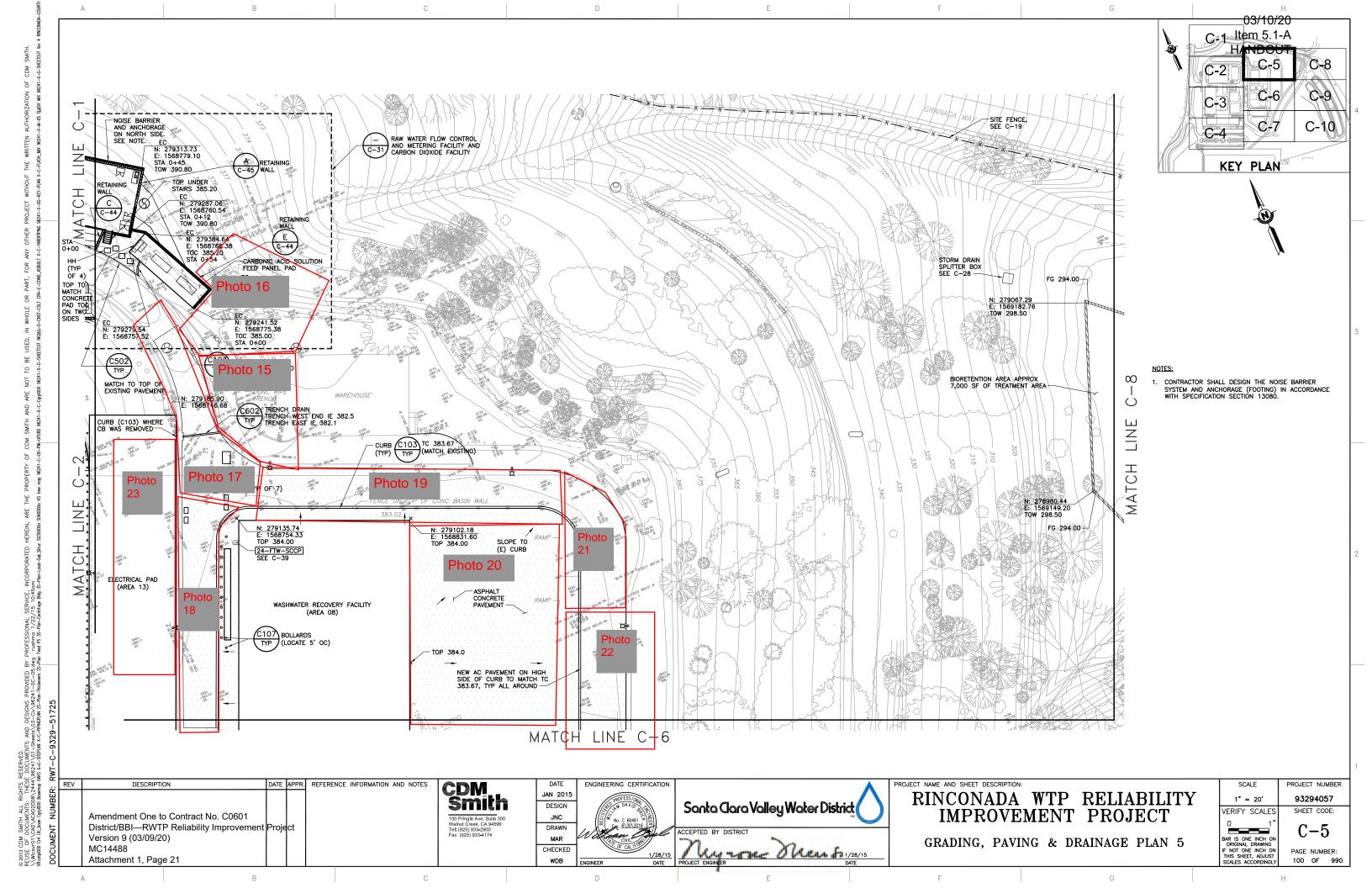
- 1. All existing roadways in the plant should be established to allow easy access and traffic control for Plant Operating and Maintenance Staffs and vehicles. Roadways shall be graded to provide proper drainage to drains or SWPPP pump sumps.
- 2. Roadway area between Floc/Sed. Ozone Contactors and existing clarifiers shall be regraded to provide positive drainage away from new Phase 2 facilities.
- 3. BBII to establish a swale/berm grading to form a retention pond with overflow to V-Ditch / Slide gate Structure.
- 4. All SWPPP slope protection shall be brought up to "like-new" condition.
- 5. All presently deployed SWPPP pumps shall remain installed at the site and shall be tested as operable. (Valley Water to add trash pumps within the Slide Gate Chamber to divert V-ditch overflow to detention ponds.)
- 6. Remove all unused material, i.e. pipe, fittings, conduit, rebar, forms, etc., from the site.
- 7. BBII construction yard at southeast detention ponds shall be graded and all side slopes graded and protected from erosion with jute matting.

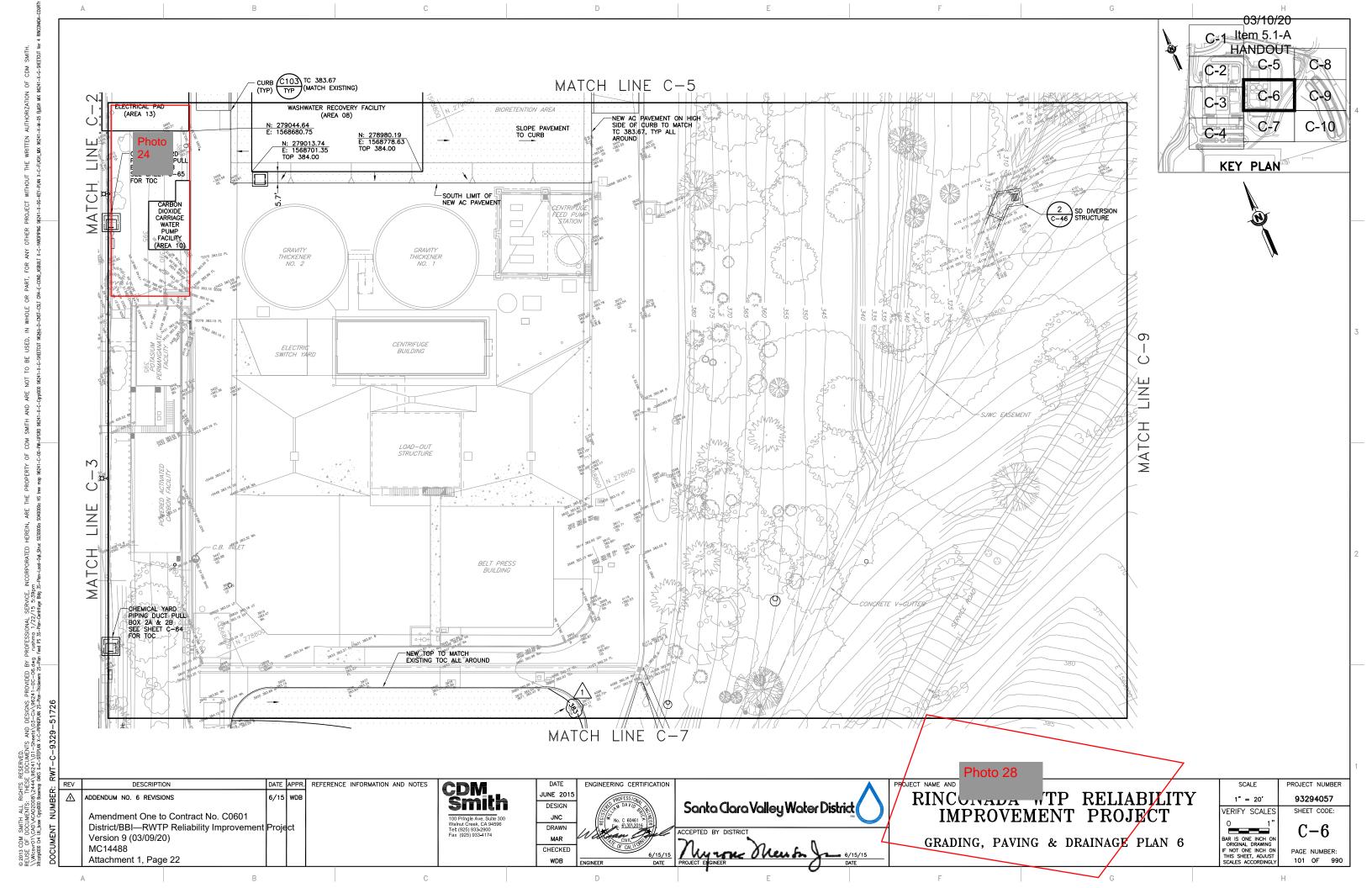


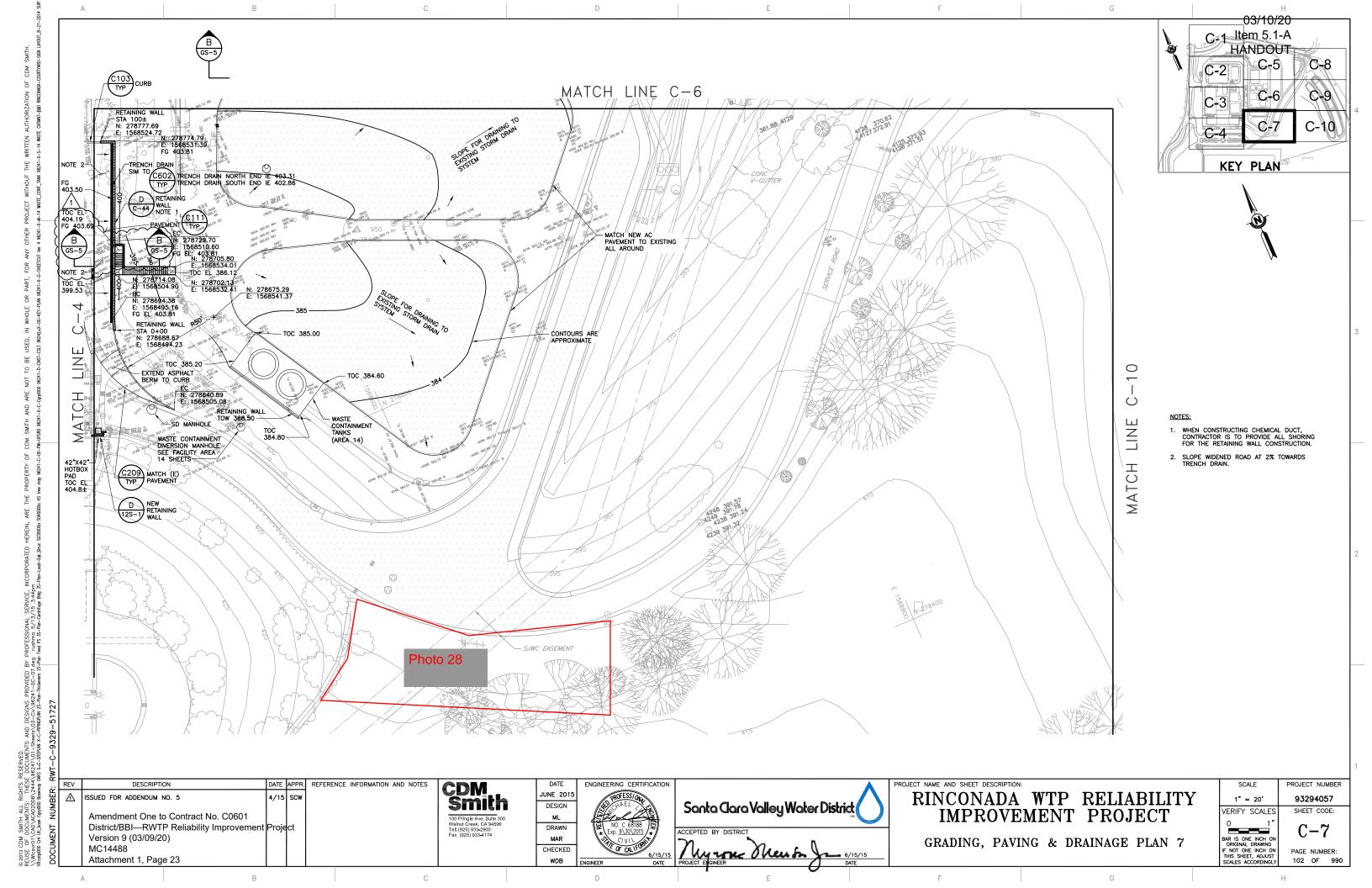


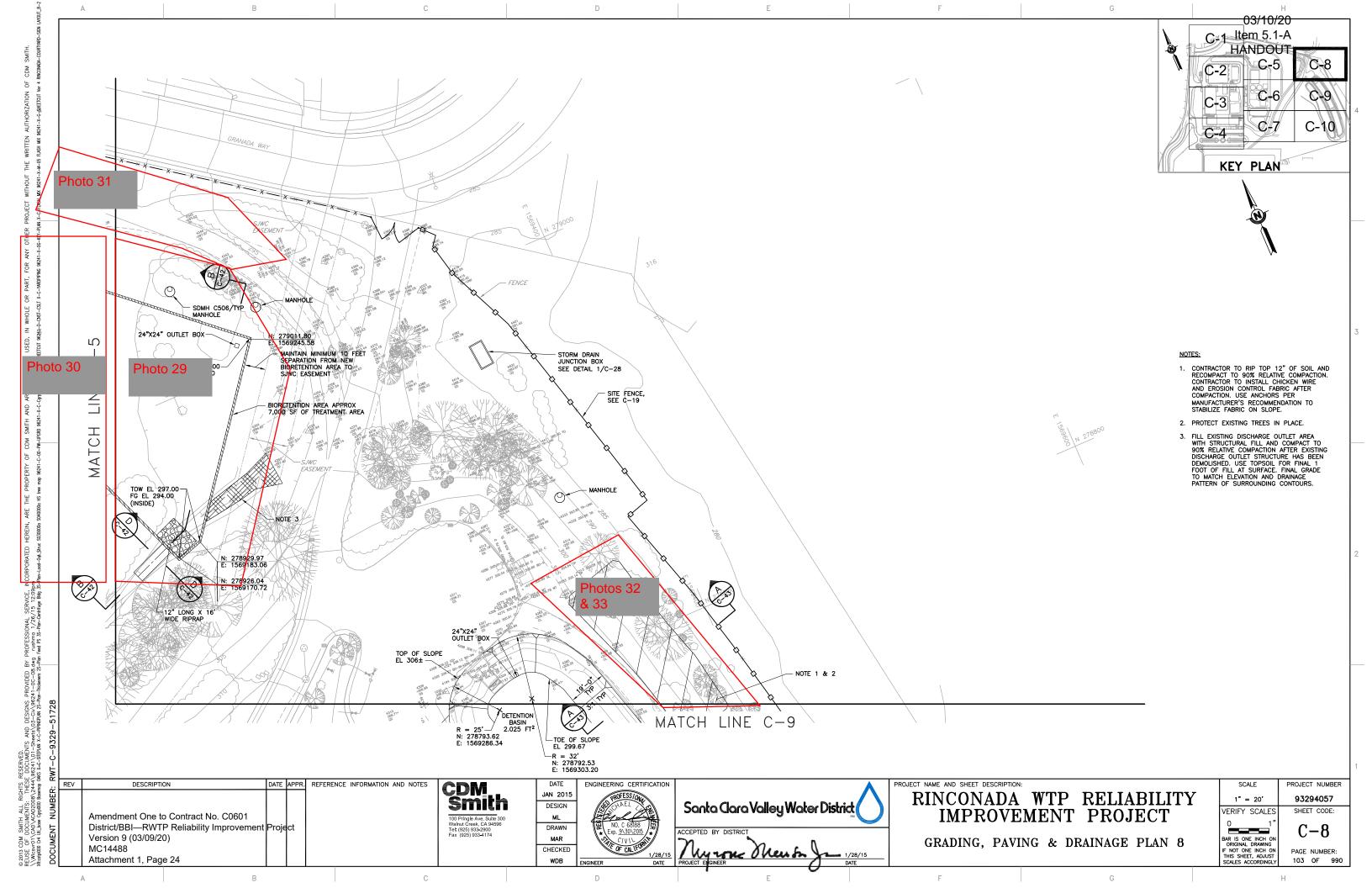


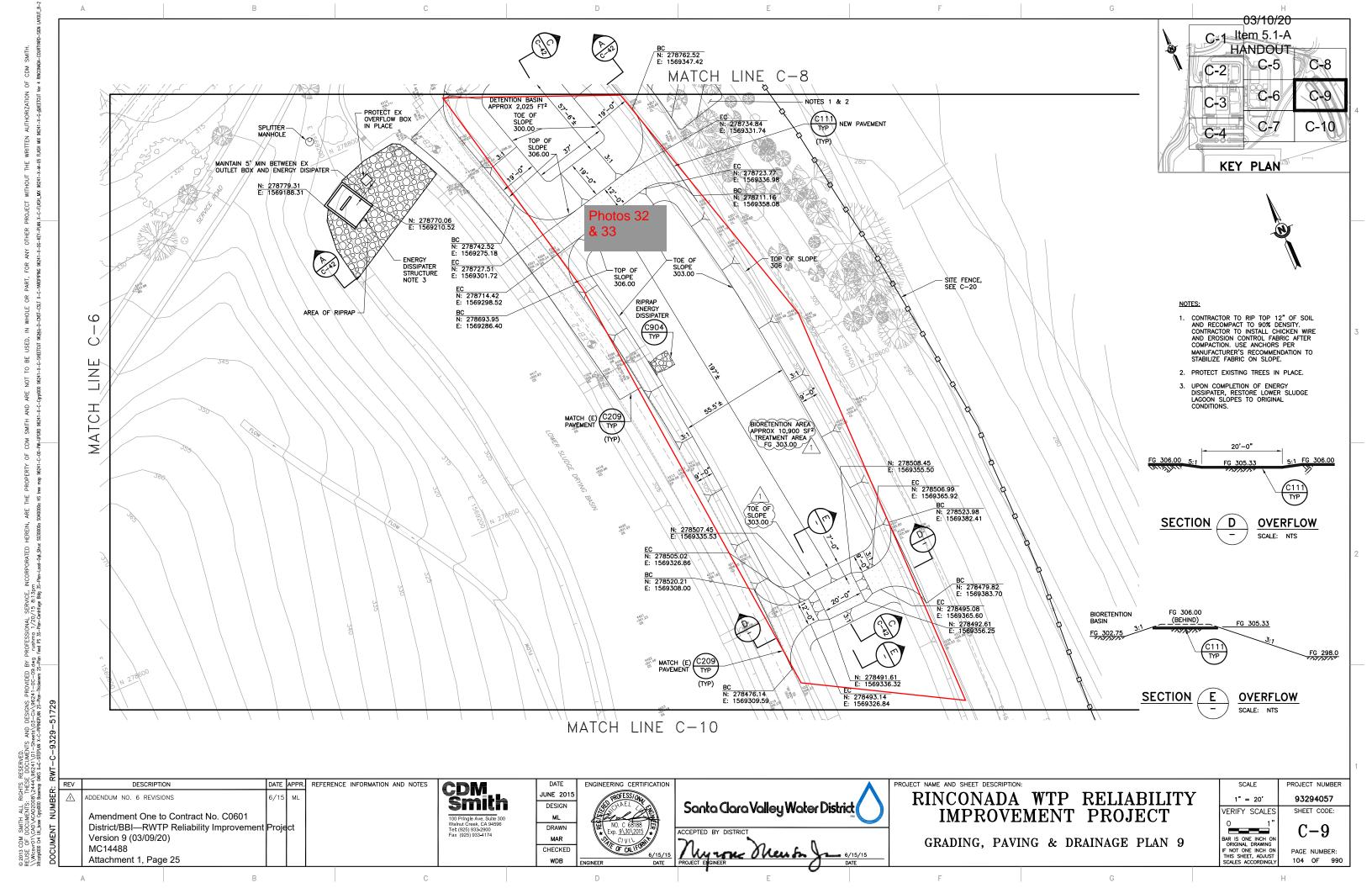


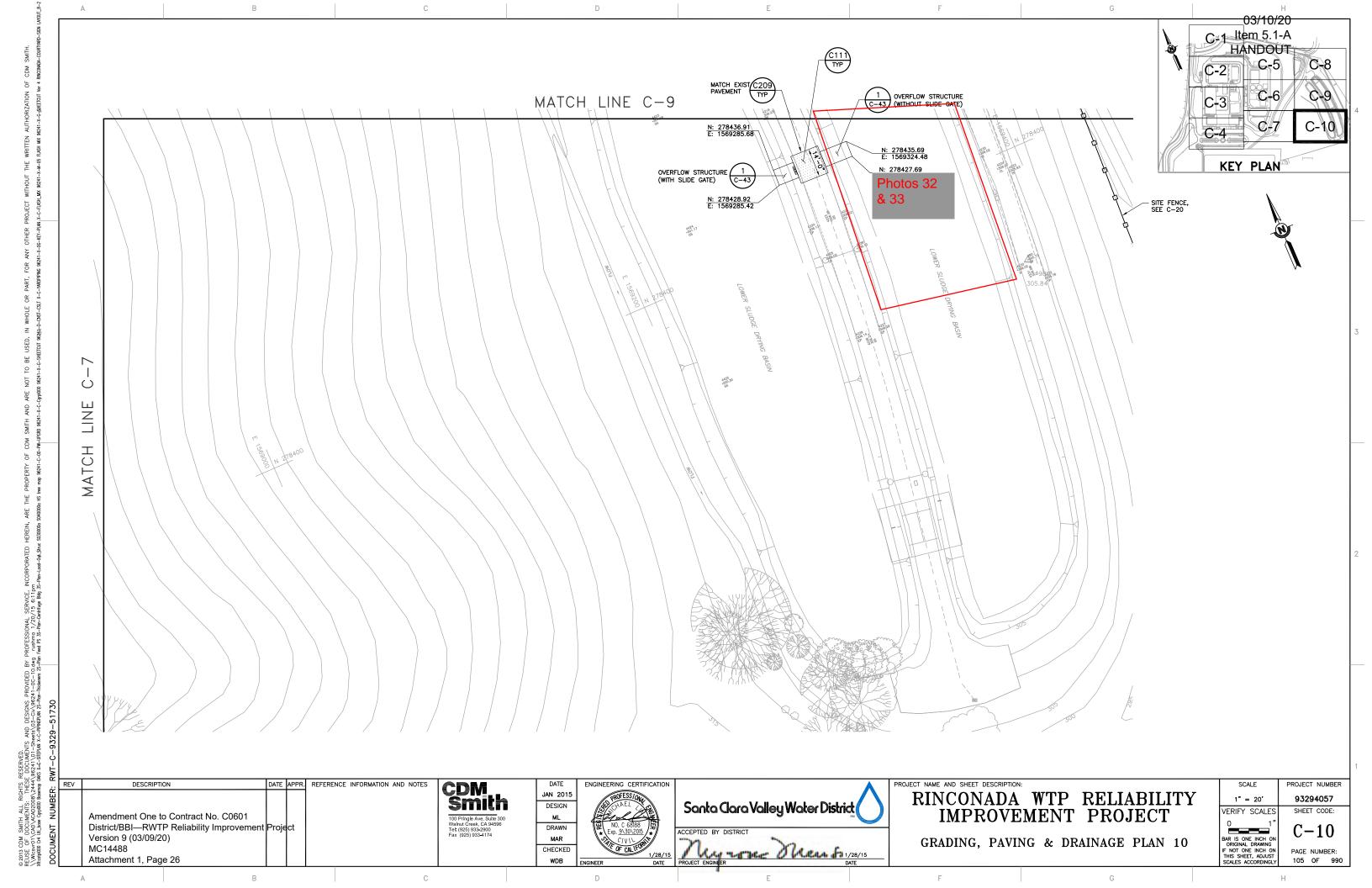


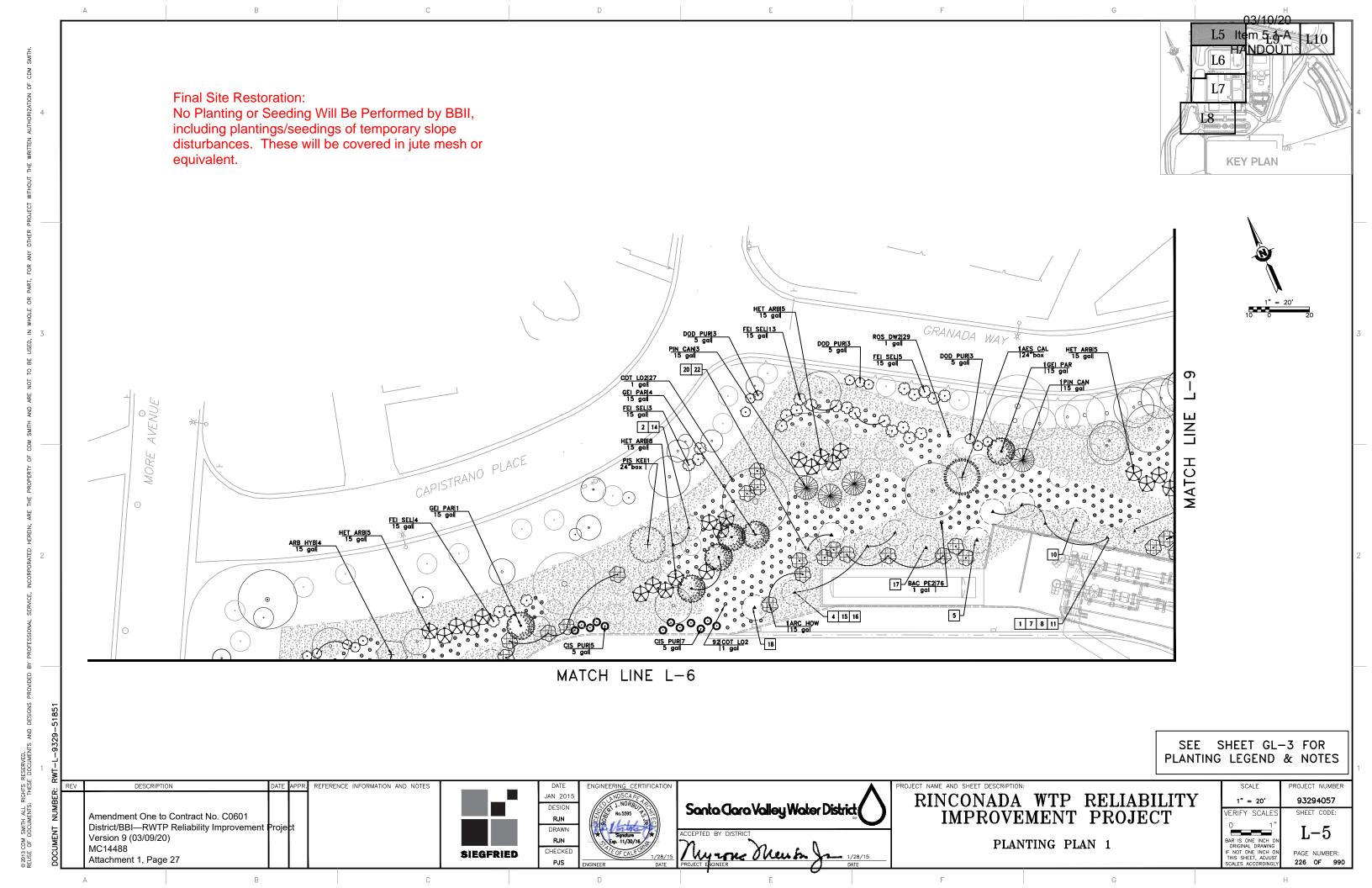


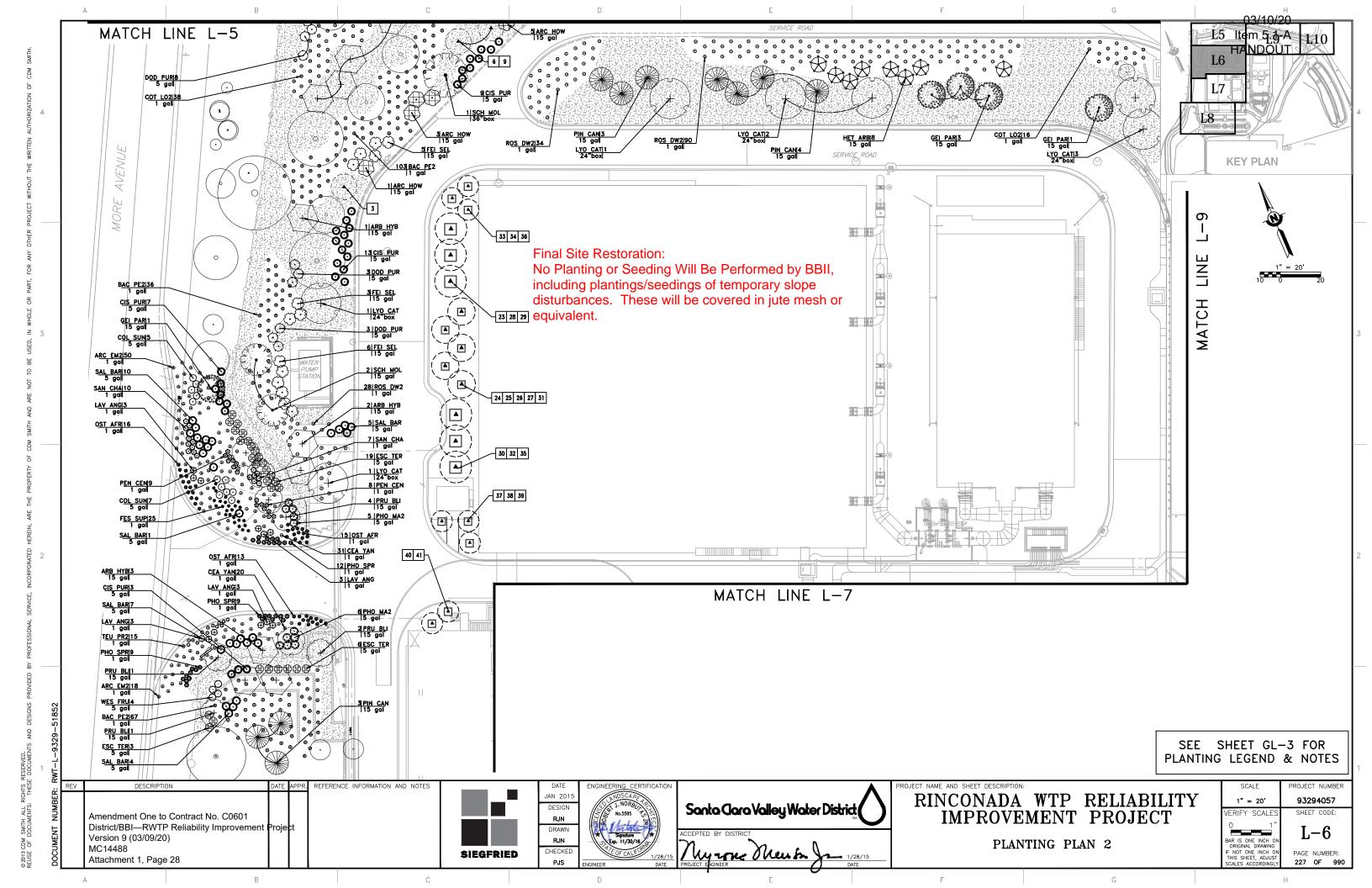


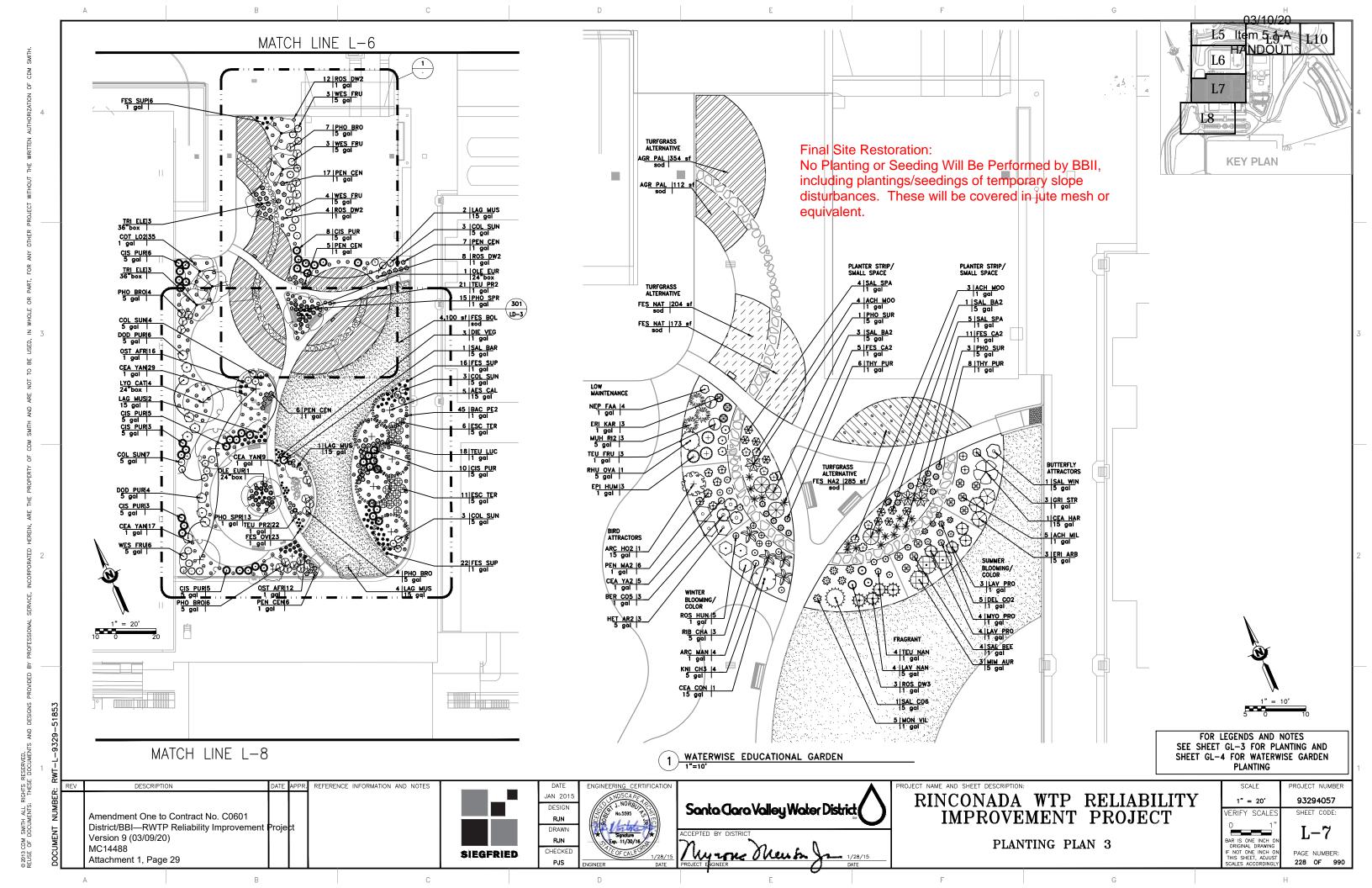


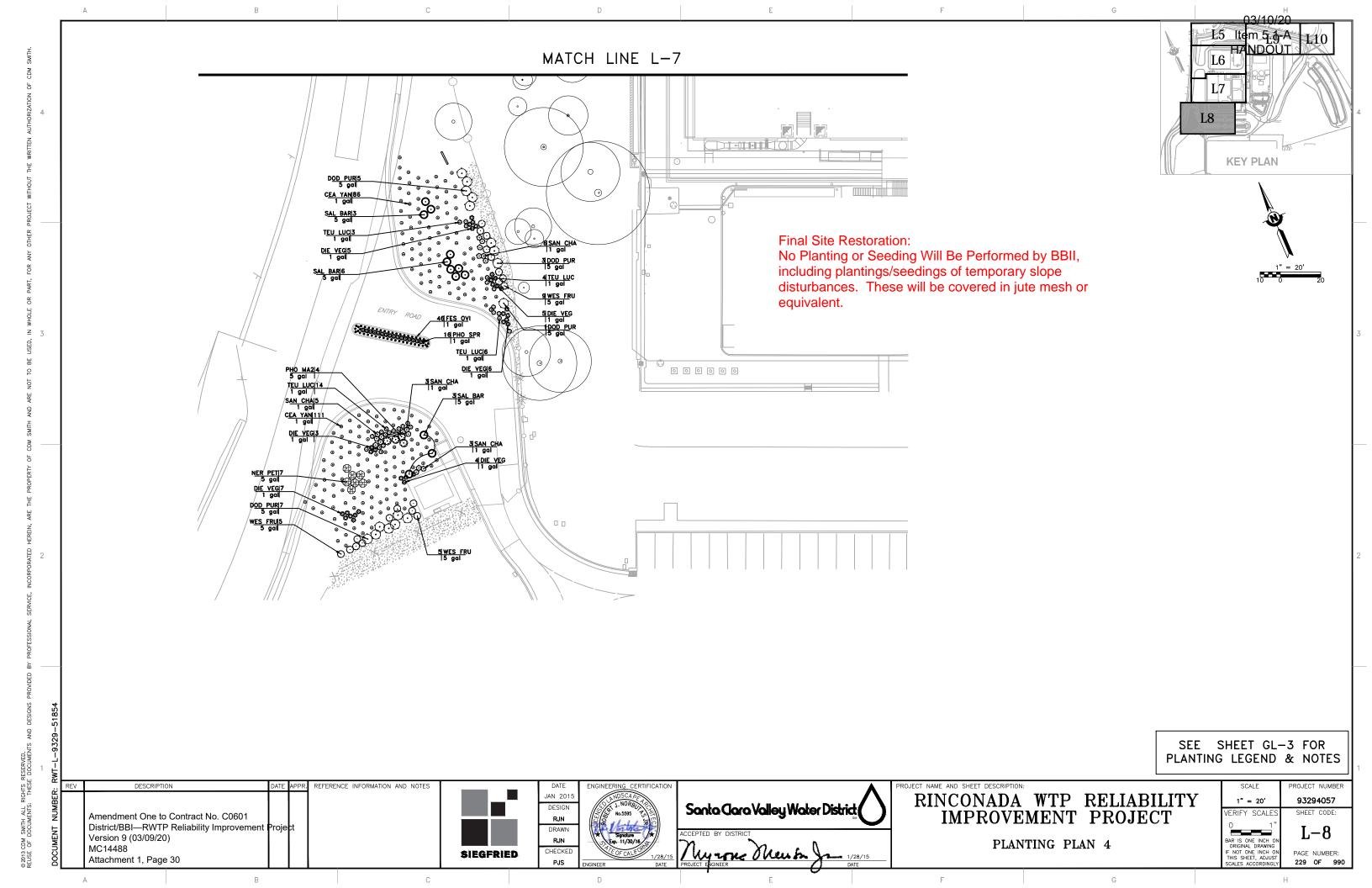


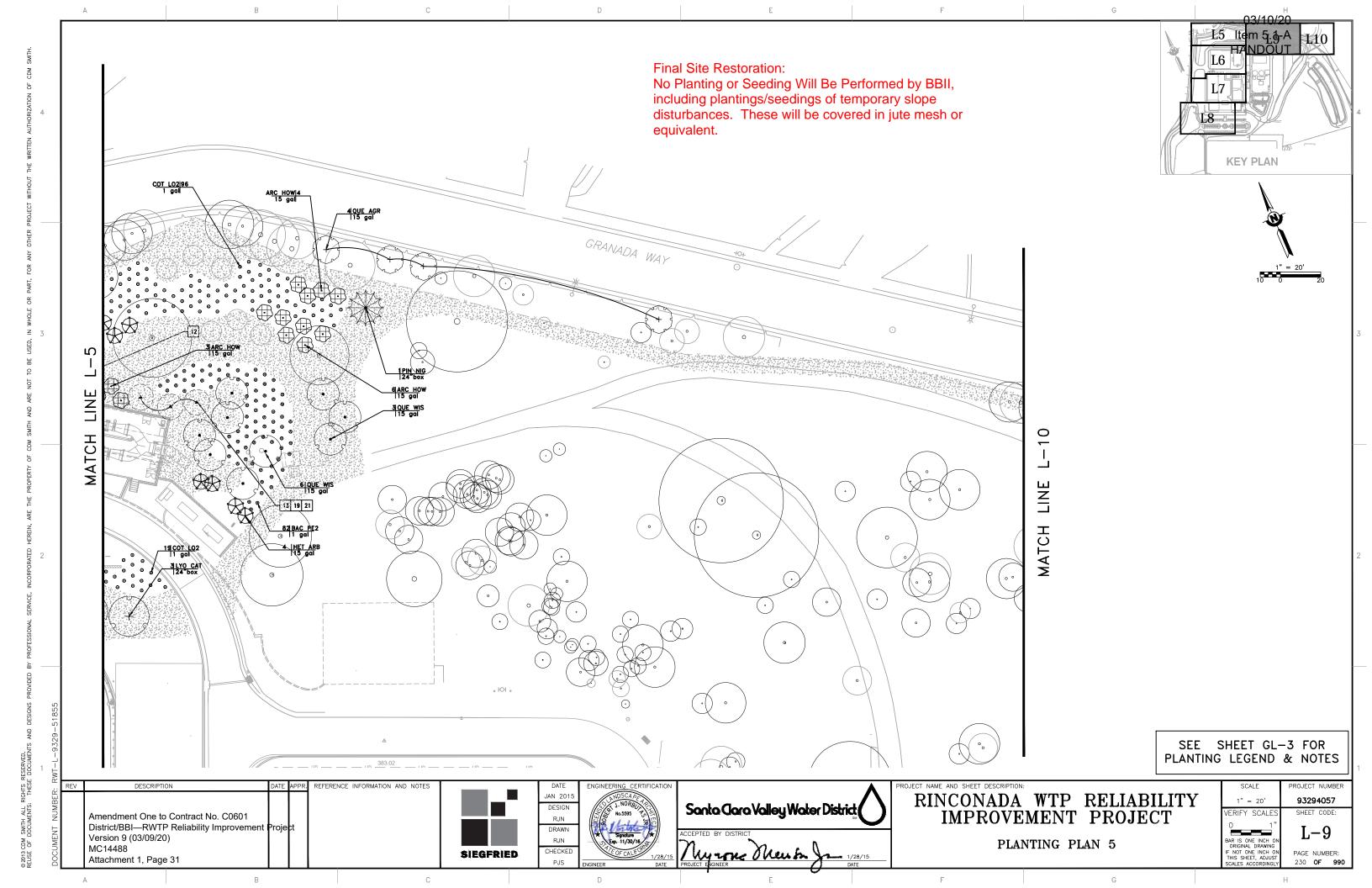


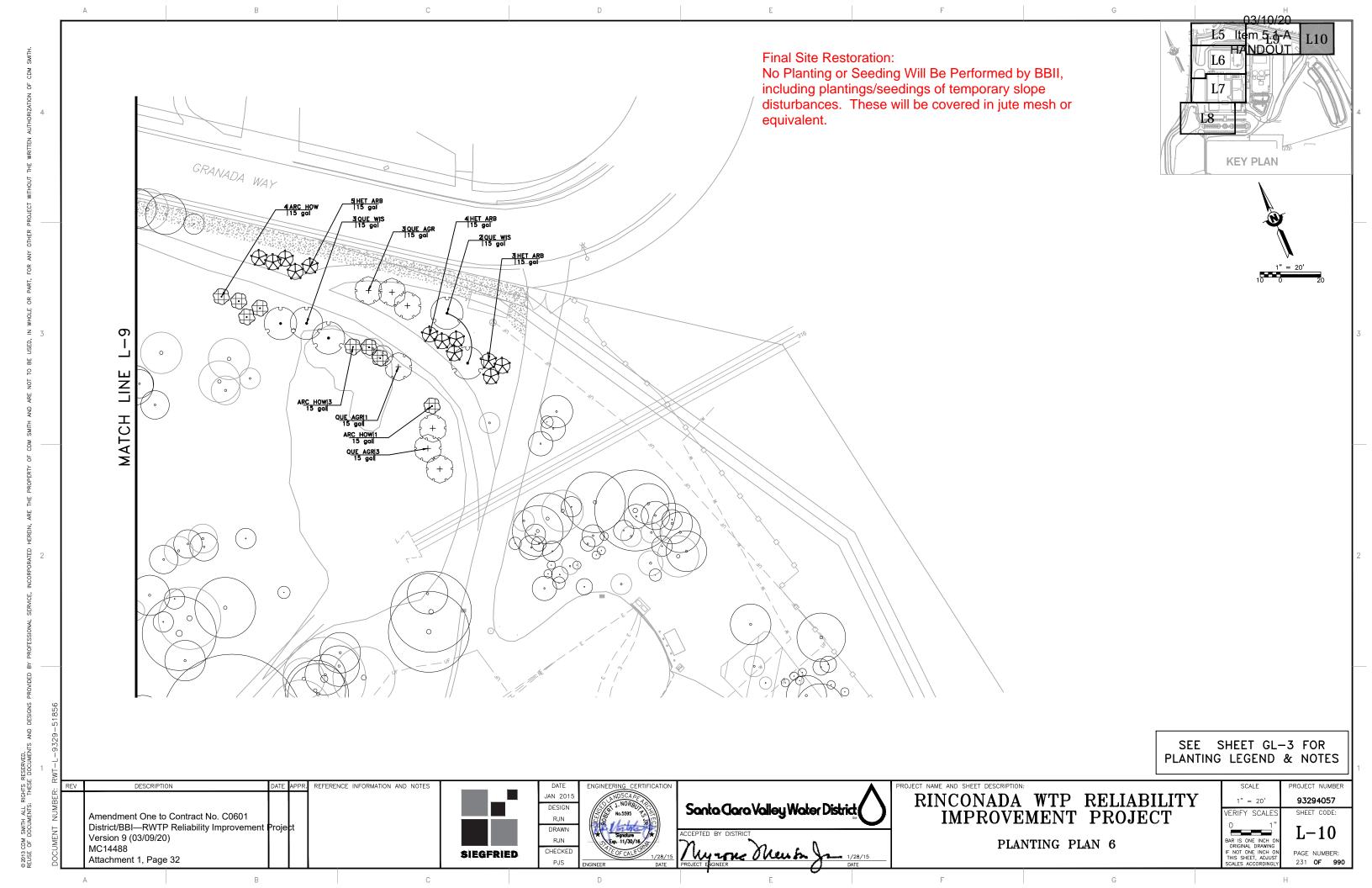












































































Attachment 1, Page 64



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## Attachment No. 2 to Amendment One

Project Completion Schedule, Run Date 04-Feb-20

Rinconada Water Treatment Plant Reliability Improvement Project, Contract C0601

February 4, 2020

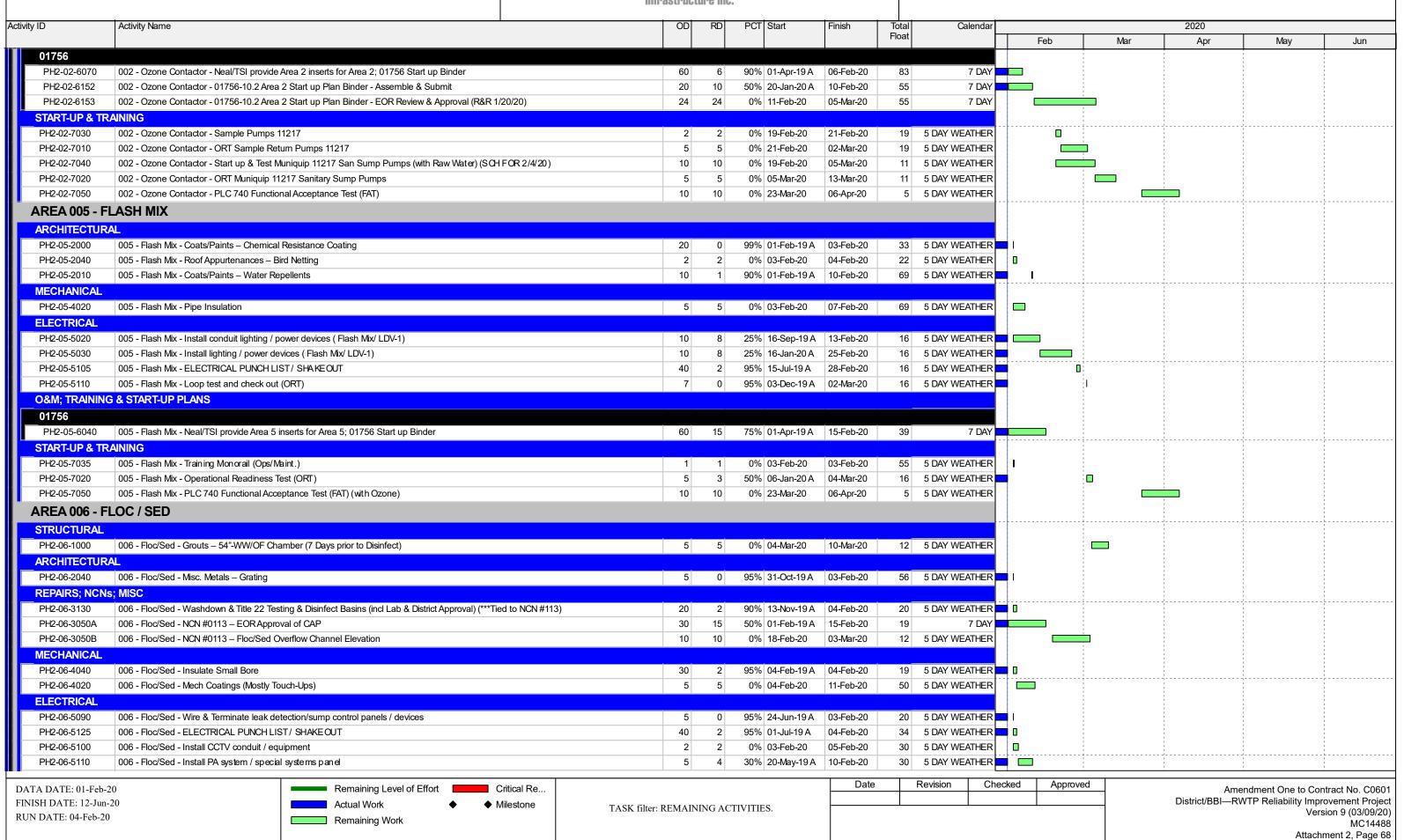
**Balfour Beatty**Infracting Inc.

03/10/20 Item 5.¶<sup>4</sup>Æ<sup>eb-20</sup> 21:06 HANDOUT<sup>Page 1</sup> of 10

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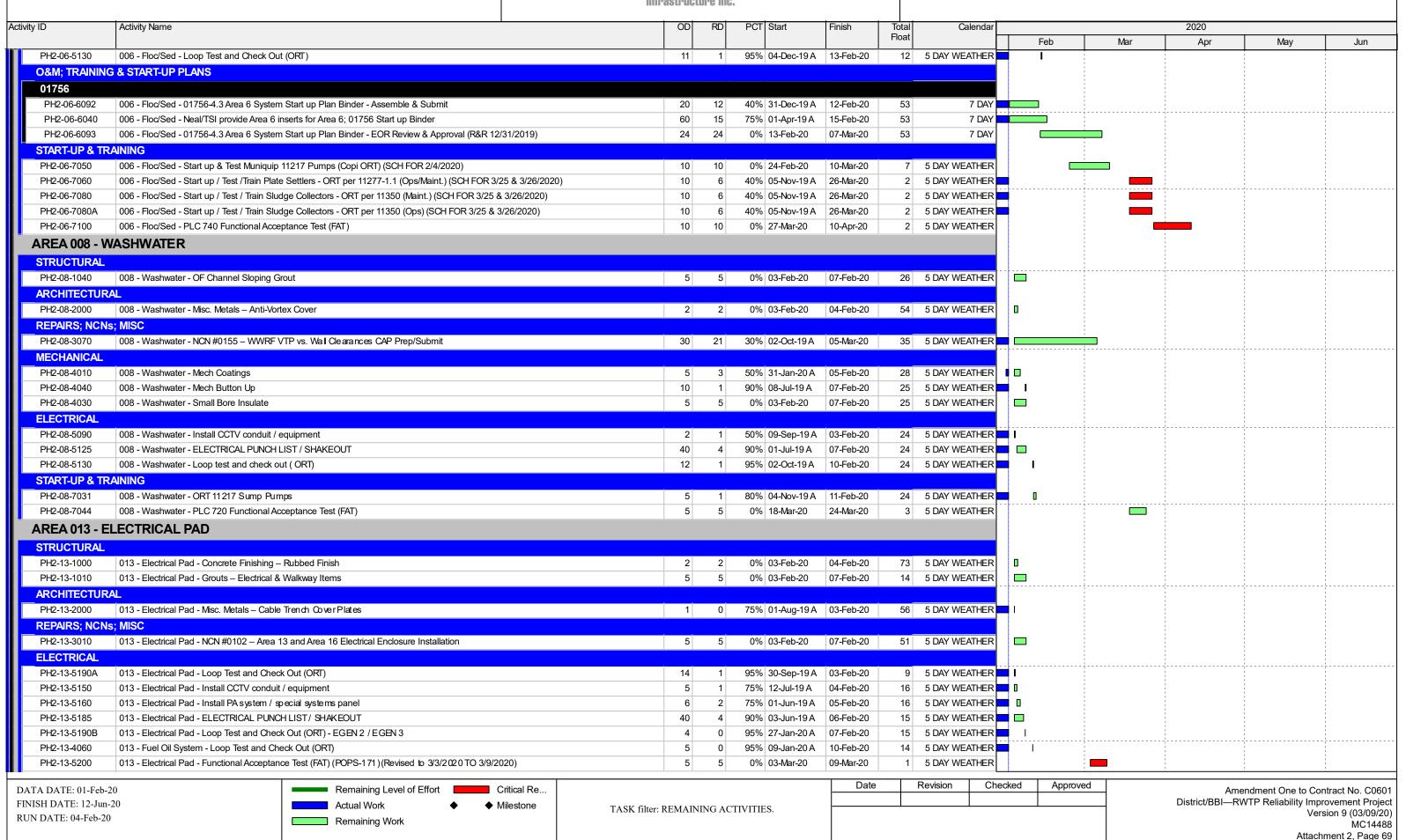
Activity ID Activity Name Calendar 2020 PCT Start Finish Total Float Feb Mar Apr Mav Jun RINCONADA - PROJECT COMPLETION SCHEDULE - UPDATED THROUGH 1/31/2020 **MILESTONES** PH2-06-7120 Acceptance Test (30-Day) 30 30 0% 28-Apr-20 27-May-20 2 7 DAY 2 7 DAY PH2-06-7130 30-DAY ACCEPTANCE TEST COMPLETED (MS #7: 5/27/2020) 0 0 0% 27-May-20 MILESTONE-02.2 14 0% 28-May-20 2 7 DAY 01140-1.14 S.3 - Interim Operations Requirements (2 Week) 14 10-Jun-20 MILESTONE-02.3 MILESTONE RW 1 (PH #2 Completion Scheduled Date 6/12/2020) 0 0% 10-Jun-20\* 2 7 DAY 0 MILESTONE-06.1 MILESTONE RW 2 (Completion of Ph #6 Site Restoration) (Contractual Date 9/10/2020) 0 0 0% 12-Jun-20\* 89 7 DAY MILESTONE-06.2 MILESTONE RW 3 (Final Inpections / Guaranty / Final Clean) (Contractual Date 10/10/2020) 0 0% 12-Jun-20\* 120 7 DAY 0 **CONSTRUCTION - REMAINING PHASE #2 AREA 001 - RAW WATER ARCHITECTURAL** PH2-01-2000 001 - Raw Water - Concrete Finishing – Exterior Rubbed Finish 5 **MECHANICAL** PH2-01-4040 001 - Raw Water - Small Bore Insulation 90% 02-Sep-19 A 03-Feb-20 56 5 DAY WEATHER 5 **ELECTRICAL** PH2-01-5020 001 - Raw Water - Install Grounding FIT/ MOV's 90% 05-Jun-19 A 03-Feb-20 14 5 DAY WEATHER 2 5 18 5 DAY WEATHER I PH2-01-5080 001 - Raw Water - Energize test and check out 0 95% 29-Oct-19 A 03-Feb-20 18 5 DAY WEATHER 🔲 🛚 PH2-01-5090 001 - Raw Water - ELECTRICAL PUNCH LIST / SHAKEOUT 40 2 95% 15-Jul-19 A 05-Feb-20 PH2-01-7110 001 - Raw Water - Lighting Fixtures 31 5 DAY WEATHER 5 0% 03-Feb-20 07-Feb-20 PH2-01-5100 001 - Raw Water - LOOP test and check out (ORT) 10 95% 04-Dec-19 A 14-Feb-20 13 5 DAY WEATHER START-UP & TRAINING PH2-01-7000 001 - Raw Water - Start up & Test 42" Butterfly Valves (Auma Remote Control Station remaining) (SCH FOR 1/8/2020) 95% 30-Oct-19 A 14-Feb-20 22 5 DAY WEATHER 5 PH2-01-7045 001 - Raw Water - ORT 42" Butterfly Valves (SCH FOR 1/8/2020) 0% 14-Feb-20 24-Feb-20 22 5 DAY WEATHER 5 PH2-01-7040 001 - Raw Water - ORT 42" Ball Valves (SCH FOR 1/8/2020) 5 0% 24-Feb-20 03-Mar-20 18 5 DAY WEATHER PH2-01-7100 001 - Raw Water - PLC 740 Functional Acceptance Test (FAT) 10 5 DAY WEATHER 0% 23-Mar-20 06-Apr-20 AREA 002 - OZONE CONTACTOR ARCHITECTURAL PH2-02-2050 002 - Ozone Contactor - Misc. Metals - Grating 10 50% 01-Nov-19 A 07-Feb-20 51 5 DAY WEATHER \_\_\_ 51 5 DAY WEATHER PH2-02-2090 002 - Ozone Contactor - Roof Appurtenances - Gutters; Scuppers; Downspouts; Conductor Heads; etc. 0% 03-Feb-20 07-Feb-20 5 PH2-02-2030 002 - Ozone Contactor - Entrance Doors & Frames 15 10% 27-Jan-20 A 02-Mar-20 26 5 DAY WEATHER **REPAIRS; NCNs; MISC** 002 - Ozone Contactor - NCN #0111 - Ozone Ramp Landing and Ramp Slopes PH2-02-3050 10 50% 11-Mar-19 A 07-Feb-20 70 5 DAY WEATHER -**MECHANICAL** PH2-02-4090 002 - Ozone Contactor - Phase 2 Button-Up 20 80% 01-Oct-19 A 06-Feb-20 26 5 DAY WEATHER 4 PH2-02-4080 002 - Ozone Contactor - Insulate 20 10 50% 02-Jan-20 A 18-Feb-20 46 5 DAY WEATHER **ELECTRICAL** PH2-02-5120 002 - Ozone Contactor - Install Ozone Alarm devices 90% 06-May-19 A 03-Feb-20 11 5 DAY WEATHER 5 PH2-02-5090A 002 - Ozone Contactor - Fabrication CCTV Equipment (\*\*\*Ready for Delivery) 30 5 83.33% 01-Jul-19 A 05-Feb-20 7 DAY 11 5 DAY WEATHER \_\_\_\_ PH2-02-5130 002 - Ozone Contactor - ELECTRICAL PUNCH LIST / SHAKE OUT 40 85% 11-Sep-19 A 11-Feb-20 PH2-02-5090B 002 - Ozone Contactor - Install CCTV Equipment 5 0% 06-Feb-20 13-Feb-20 41 5 DAY WEATHER PH2-02-5140 002 - Ozone Contactor - LOOP test and check out (ORT) 16 75% 04-Dec-19 A 19-Feb-20 5 DAY WEATHER 002 - Ozone Contactor - Install Fire Alarm Devices / Terminate FACP PH2-02-5100 5 5 DAY WEATHER 75% 27-May-19 A 03-Mar-20 PH2-02-5110 002 - Ozone Contactor - Install door security / Terminate special systems panel 25% 27-May-19 A 09-Mar-20 5 DAY WEATHER 002 - Ozone Contactor - Install wiring /CCTV/ FA / SECURITY 26 5 DAY WEATHER PH2-02-5080 50% 27-May-19 A 19-Mar-20 14 O&M; TRAINING & START-UP PLANS Revision Checked Approved Remaining Level of Effort DATA DATE: 01-Feb-20 Critical Re. Amendment One to Contract No. C0601 District/BBI—RWTP Reliability Improvement Project FINISH DATE: 12-Jun-20 Actual Work Milestone TASK filter: REMAINING ACTIVITIES Version 9 (03/09/20) RUN DATE: 04-Feb-20 Remaining Work MC14488 **Balfour Beatty**Infracting line

03/10/20 Item 5.¶4Æeb-20 21:06 HANDOUT<sup>Page 2 of 10</sup>



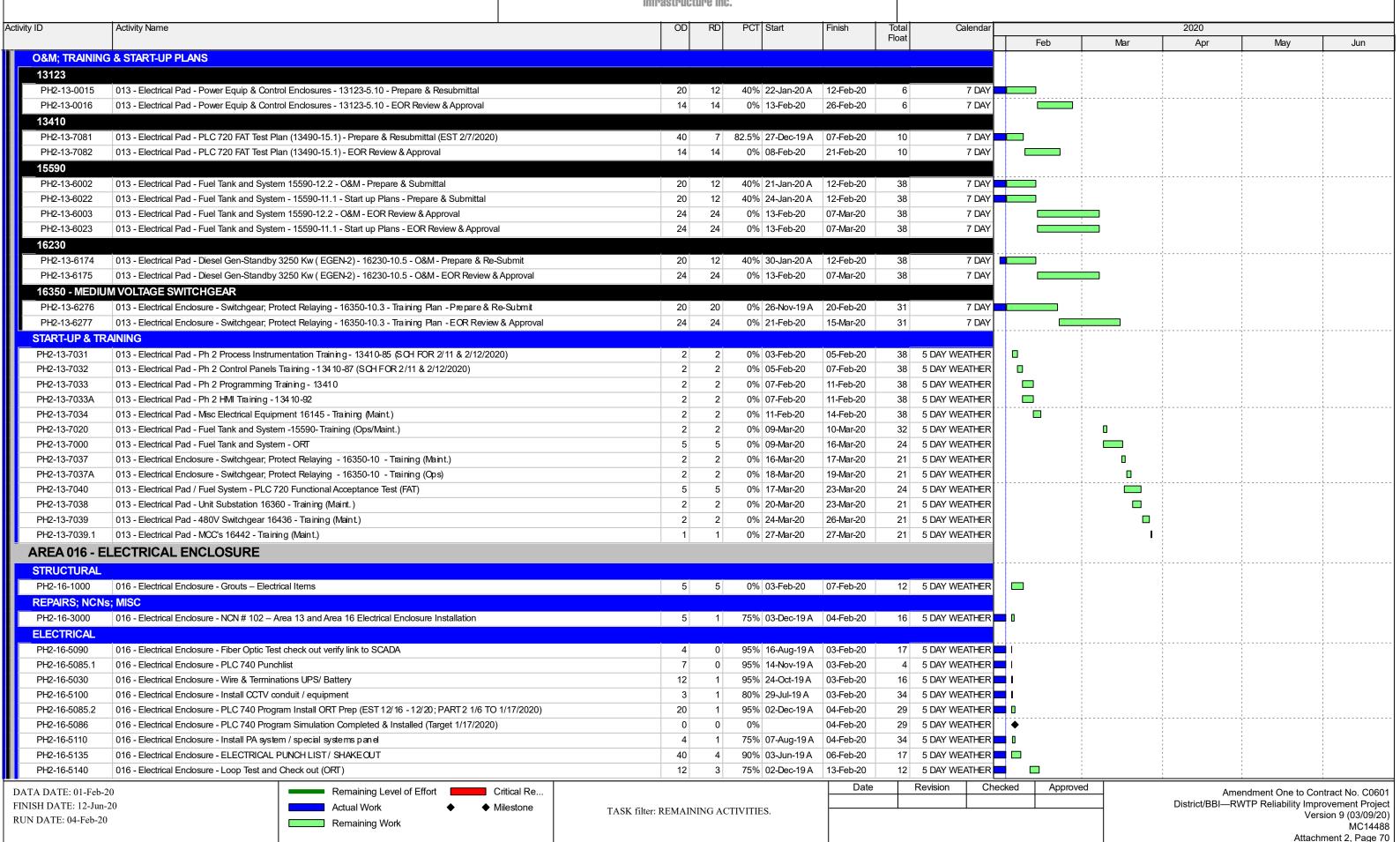
**Balfour Beatty** 

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**Balfour Beatty**Infracting Inc.

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RUN DATE: 04-Feb-20

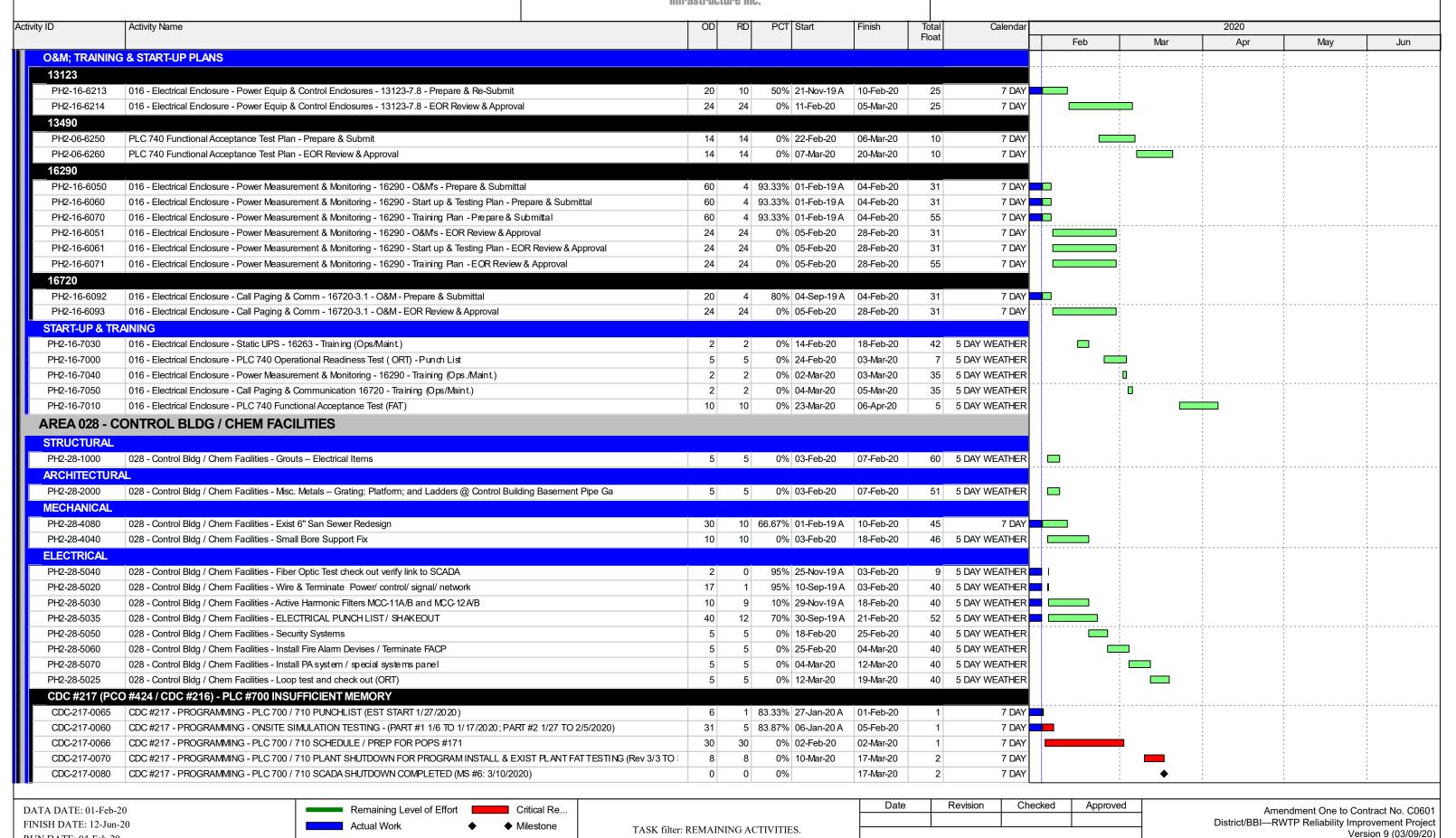
Remaining Work

**Balfour Beatty** 

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MC14488

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RUN DATE: 04-Feb-20

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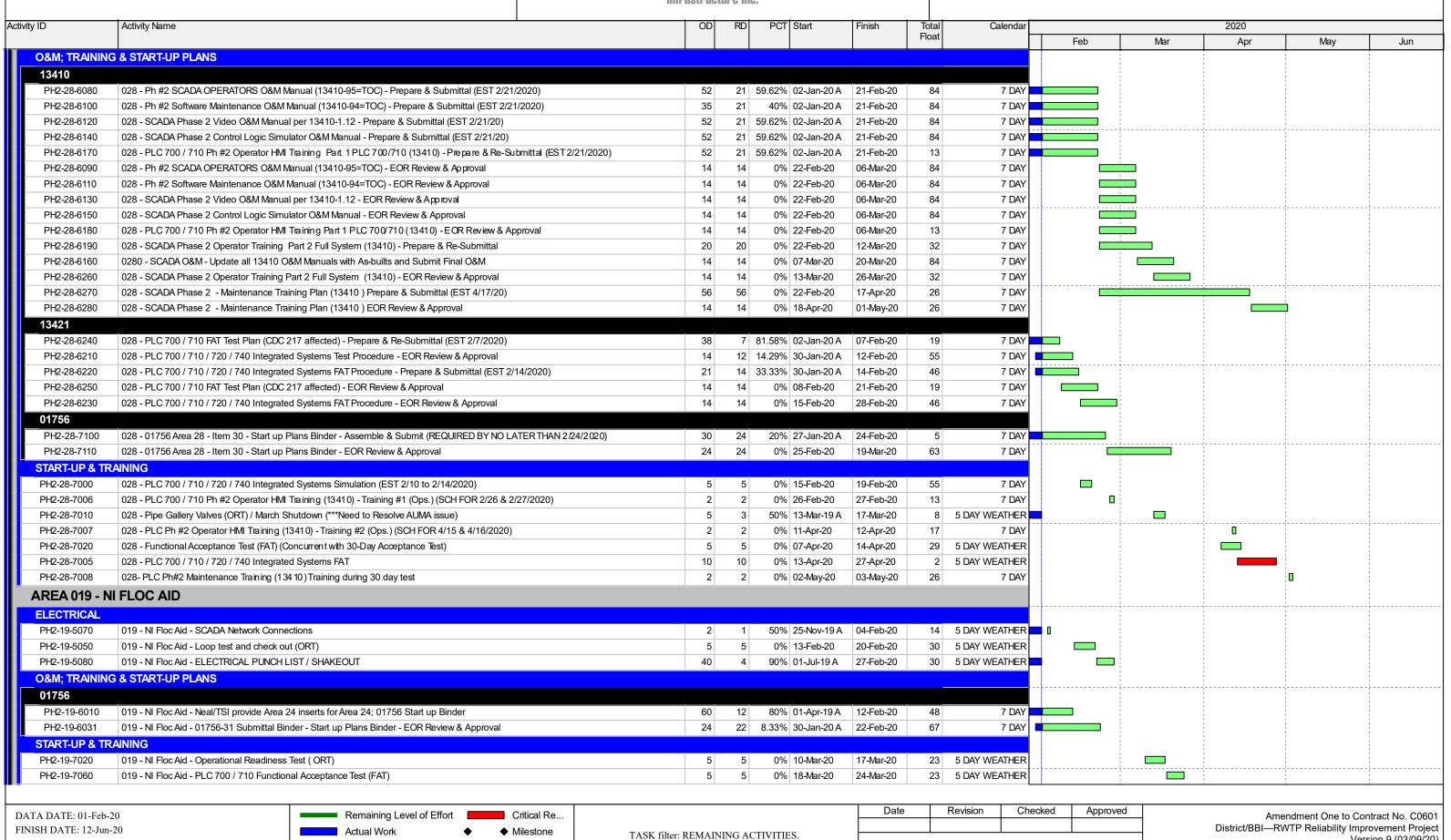
**Balfour Beatty** 

03/10/20 Item 5.94AFeb-20 21:06 HANDOUT<sup>Page 6 of 10</sup>

Version 9 (03/09/20)

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MC14488



RUN DATE: 04-Feb-20

Remaining Work

**Balfour Beatty** 

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Version 9 (03/09/20)

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MC14488

Activity ID Activity Name PCT Start Finish Calendar Total Float Feb Mar Apr Mav Jun **AREA 022 - CAT POLY** ELECTRICAL PH2-22-5110 022 - Cat Poly - SCADA Network Connections 05-Feb-20 2 2 0% 03-Feb-20 14 5 DAY WEATHER PH2-22-5070 24 5 DAY WEATHER 022 - Cat Poly - Loop test and check out 1 0% 13-Feb-20 13-Feb-20 PH2-22-5080 022 - Cat Poly - ELECTRICAL PUNCH LIST / SHAKEOUT 40 90% 01-Jul-19 A 20-Feb-20 24 5 DAY WEATHER **O&M: TRAINING & START-UP PLANS** 01756 022 - Cat Poly - Neal/TSI provide Area 22 inserts for Area 22; 01756 Start up Binder 80% 01-Apr-19 A 12-Feb-20 PH2-22-6000 60 7 DAY PH2-22-6011 022 - Cat Poly - 01756-31 Submittal Binder - Start up Plans Binder - EOR Review & Approval 24 22 8.33% 30-Jan-20 A 22-Feb-20 67 7 DAY START-UP & TRAINING PH2-22-7010 022 - Cat Poly - Area Start up (w/SCADA) 10 0% 21-Feb-20 06-Mar-20 24 5 DAY WEATHER PH2-22-7030 022 - Cat Poly - Operational Readiness Test (ORT) 5 0% 10-Mar-20 17-Mar-20 23 5 DAY WEATHER PH2-22-7040 022 - Cat Poly - PLC 700 / 710 Functional Acceptance Test (FAT) 5 0% 18-Mar-20 24-Mar-20 23 5 DAY WEATHER **AREA 024 - LIQUID ALUM ARCHITECTURAL** 10% 15-Apr-19 A 14-Feb-20 47 5 DAY WEATHER PH2-24-2030 024 - Liquid Alum - FRP 10 **MECHANICAL** PH2-24-4100 75% 02-Dec-19 A 18-Feb-20 6 5 DAY WEATHER 024 - Liquid Alum - Close-Out Pipe Support Submittals/ Mechanical Button Up 40 10 **ELECTRICAL** PH2-24-5100 024 - Liquid Alum - SCADA Network Connections 0% 03-Feb-20 05-Feb-20 14 5 DAY WEATHER 2 PH2-24-5060 024 - Liquid Alum - Loop test and check out 0% 13-Feb-20 13-Feb-20 4 5 DAY WEATHER 1 PH2-24-5070 024 - Liquid Alum - ELECTRICAL PUNCH LIST / SHAKEOUT 40 90% 01-Jul-19 A 20-Feb-20 4 5 DAY WEATHER O&M; TRAINING & START-UP PLANS 01756 PH2-24-6000 024 - Liquid Alum - Neal/TSI provide Area 24 inserts for Area 24; 01756 Start up Binder 60 12 80% 01-Apr-19 A 12-Feb-20 7 7 DAY START-UP & TRAINING PH2-24-7000 024 - Liquid Alum - Area Start up (w/SCADA) 10 10 0% 21-Feb-20 06-Mar-20 4 5 DAY WEATHER PH2-24-7010 024 - Liquid Alum - Operational Readiness Test (ORT) (\*\*\*During March ShutDown) 2 2 0% 10-Mar-20 12-Mar-20 3 5 DAY WEATHER PH2-24-7020 024 - Liquid Alum - PLC 700 / 710 Functional Acceptance Test (FAT) (\*\*\*During March ShutDown) 2 0% 13-Mar-20 16-Mar-20 3 5 DAY WEATHER AREA 025 - OCL ROOM **MECHANICAL** PH2-25-4020 025 - OCL Room - Button Up Mechanical 0% 03-Feb-20 07-Feb-20 51 5 DAY WEATHER 5 5 **ELECTRICAL** PH2-25-5110 025 - OCL Room - SCADA Network Connections 2 0% 03-Feb-20 05-Feb-20 14 5 DAY WEATHER PH2-25-5060 025 - OCL Room - Energize test and check out 26 5 DAY WEATHER 10 75% 24-Apr-19 A 05-Feb-20 PH2-25-5070 3 50% 27-Jan-20 A 22 5 DAY WEATHER 025 - OCL Room - Loop test and Check out (ORT) 14-Feb-20 PH2-25-5080 025 - OCL Room - ELECTRICAL PUNCH LIST / SHAKEOUT 40 90% 01-Jul-19 A 21-Feb-20 22 5 DAY WEATHER O&M; TRAINING & START-UP PLANS 01756 PH2-25-6000 025 - OCL Room - Neal/TSI provide Area 25 inserts for Area 25; 01756 Start up Binder 80% 01-Apr-19 A 12-Feb-20 35 7 DAY 60 PH2-25-6091 67 7 DAY 025 - OCL Room - 01756-31 Submittal Binder - EOR Review & Approval 24 22 8.33% 30-Jan-20 A 22-Feb-20 START-UP & TRAINING PH2-25-7000 025 - OCL Room - Chem Feed Equip Start-up 80% 30-Apr-19 A 25-Feb-20 22 5 DAY WEATHER 10 2 PH2-25-7010 025 - OCL Room - Area Start up (w/SCADA) 10 0% 25-Feb-20 12-Mar-20 5 DAY WEATHER PH2-25-7020 025 - OCL Room - Operational Readiness Test (ORT) 22 5 DAY WEATHER 5 5 0% 12-Mar-20 19-Mar-20 Date Revision Checked Approved Remaining Level of Effort DATA DATE: 01-Feb-20 Critical Re.. Amendment One to Contract No. C0601 District/BBI—RWTP Reliability Improvement Project FINISH DATE: 12-Jun-20 Actual Work Milestone TASK filter: REMAINING ACTIVITIES.

**Balfour Beatty**Infrastructure Inc.

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Activity ID Activity Name PCT Start Calendar 2020 OD Finish Total Float Feb Mar Apr Mav Jun PH2-25-7030 025 - OCL Room - PLC 700 / 710 Functional Acceptance Test (FAT) 27-Mar-20 22 5 DAY WEATHER 0% 19-Mar-20 **AREA 026 - NI FILTER AID MECHANICAL** PH2-26-4000 026 - NI Filter Aid - Button Up Mechanical 10 10 **ELECTRICAL** 04-Feb-20 PH2-26-5060 0% 03-Feb-20 8 5 DAY WEATHER 026 - NI Filter Aid - Energize test and check out 2 PH2-26-5110 2 05-Feb-20 026 - NI Filter Aid - SCADA Network Connections 0% 03-Feb-20 14 5 DAY WEATHER PH2-26-5070 2 026 - NI Filter Aid - Point to point / Loop test and check out 2 0% 13-Feb-20 14-Feb-20 3 5 DAY WEATHER 026 - NI Filter Aid - ELECTRICAL PUNCH LIST / SHAKEOUT PH2-26-5120 40 90% 01-Jul-19 A 21-Feb-20 3 5 DAY WEATHER **O&M: TRAINING & START-UP PLANS** 01756 7 DAY PH2-26-6000 026 - NI Filter Aid - Neal/TSI provide Area 26 inserts for Area 26; 01756 Start up Binder 60 12 80% 01-Apr-19 A 12-Feb-20 START-UP & TRAINING PH2-26-7000 026 - NI Filter Aid - Area Start up (w/SCADA) 10 0% 24-Feb-20 09-Mar-20 3 5 DAY WEATHER PH2-26-7010 026 - NI Filter Aid - Operational Readiness Test (ORT) (\*\*\*During March ShutDown) 2 0% 10-Mar-20 12-Mar-20 3 5 DAY WEATHER PH2-26-7020 2 3 5 DAY WEATHER 026 - NI Filter Aid - PLC 700 / 710 Functional Acceptance Test (FAT) (\*\*\*During March ShutDown) 0% 13-Mar-20 16-Mar-20 AREA 027 - PAC **ELECTRICAL** PH2-27-5050 027 - PAC - SCADA Network Connections 0% 03-Feb-20 05-Feb-20 14 5 DAY WEATHER 2 PH2-27-5060 027 - PAC - ELECTRICAL PUNCH LIST / SHAKEOUT 40 90% 01-Jul-19 A 06-Feb-20 11 5 DAY WEATHER 🔲 🔲 O&M; TRAINING & START-UP PLANS 01756 7 DAY PH2-27-6000 027 - PAC - Neal/TSI provide Area 27 inserts for Area 27; 01756 Start up Binder 60 80% 01-Apr-19 A 12-Feb-20 START-UP & TRAINING PH2-27-7000 027 - PAC - Area Start up (Coriolis COPI) 1 0% 13-Feb-20 13-Feb-20 8 5 DAY WEATHER PH2-27-7010 027 - PAC - Area Start up (wSCADA) 10 0% 14-Feb-20 02-Mar-20 8 5 DAY WEATHER PH2-27-7030 027 - PAC - Operational Readiness Test ( ORT) (\*\*\*During March ShutDown) 2 0% 10-Mar-20 12-Mar-20 3 5 DAY WEATHER 2 PH2-27-7040 027 - PAC - PLC 700 / 710 Functional Acceptance Test (FAT) (\*\*\*During March ShutDown) 3 5 DAY WEATHER 0% 13-Mar-20 16-Mar-20 **CHEM DUCT BANKS** LDV-1 **ARCHITECTURAL** PH2-CD-2110 Chem Duct/Vaults - Roof Appurten ances - Bird Netting @ LDV #1 18-Feb-20 46 5 DAY WEATHER 10 0% 03-Feb-20 PH2-CD-2000 Chem Duct/Vaults - Coats/Paints - Water Repellents @ LDV1 (INCL Cure Time) 30 21 5 DAY WEATHER 30% 03-Jun-19 A 05-Mar-20 **ELECTRICAL** PH2-CD-5040 LDV # 1 - Chem Duct/Vaults - Lighting & Wire 5 75% 23-Sep-19 A 04-Feb-20 23 5 DAY WEATHER [ PH2-CD-5050 LDV # 1 - ELECTRICAL PUNCH LIST / SHAKEOUT 30 5 DAY WEATHER 95% 28-Oct-19 A 05-Mar-20 **REMAINING LDVs & PULL BOXES ARCHITECTURAL** 7 5 DAY WEATHER PH2-CD-2020 Chem Duct/Vaults - FRP - LDV #2 10 90% 01-Feb-19 A 03-Feb-20 PH2-CD-2030 Chem Duct/Vaults - FRP - LDV #3 5 DAY WEATHER 10 90% 01-Feb-19 A 03-Feb-20 PH2-CD-2050 Chem Duct/Vaults - FRP - PB #1 10 90% 01-Feb-19 A 03-Feb-20 8 5 DAY WEATHER PH2-CD-2060 Chem Duct/Vaults - FRP - PB #2 10 90% 01-Feb-19 A 03-Feb-20 7 5 DAY WEATHER 7 5 DAY WEATHER PH2-CD-2070 Chem Duct/Vaults - FRP - PB #3 10 90% 01-Feb-19 A 03-Feb-20 PH2-CD-2080 10 90% 01-Feb-19 A 03-Feb-20 7 5 DAY WEATHER Chem Duct/Vaults - FRP - PB #4 PH2-CD-2045 Chem Duct/Vaults - Misc. Metals - Galvanized Cover Plate @ WWRF 2 2 0% 03-Feb-20 04-Feb-20 54 5 DAY WEATHER PH2-CD-2040 Chem Duct/Vaults - FRP - LDV WWRF 10 74 5 DAY WEATHER 0% 03-Feb-20 18-Feb-20 Date Revision Checked Approved Remaining Level of Effort Critical Re.. DATA DATE: 01-Feb-20 Amendment One to Contract No. C0601 District/BBI—RWTP Reliability Improvement Project FINISH DATE: 12-Jun-20 Milestone Actual Work TASK filter: REMAINING ACTIVITIES Version 9 (03/09/20) RUN DATE: 04-Feb-20 Remaining Work MC14488 Attachment 2, Page 74 **Balfour Beatty**Infracting Inc.

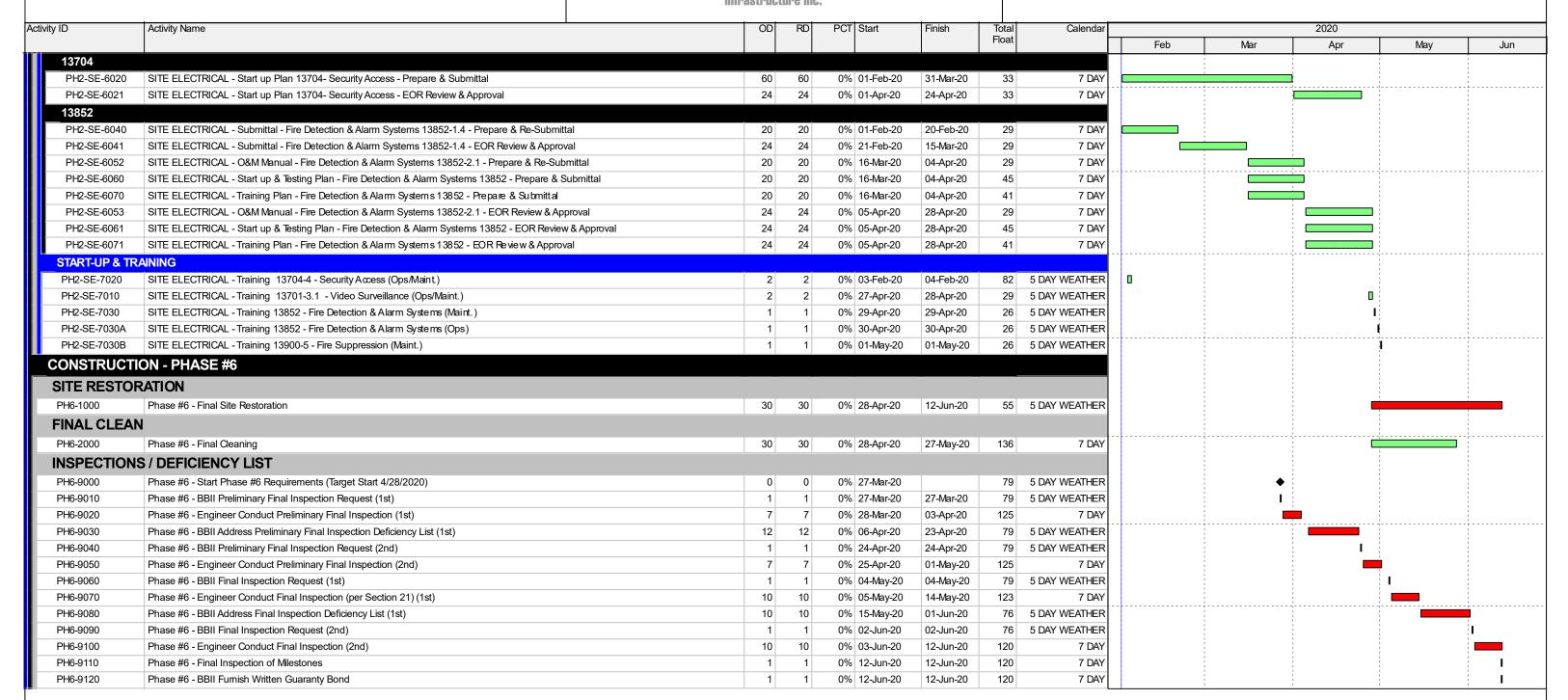
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Activity ID Activity Name Calendar PCT Start Finish Total Float Feb Mar Apr Mav Jun MECHANICAL (LDV3 REQUIRED FOR PHASE #5) PH2-CD-4060 Chem Duct/Vaults - Hose Connections at LDV3 (\*\*\*NOT PART OF PHASE #2) 0% 03-Feb-20 03-Feb-20 8 5 DAY WEATHER 0 PH2-CD-4065 Chem Vaults - LDV #3 Piping (Mechanical) (\*\*\*NOT PART OF PHASE #2) 0% 03-Feb-20 03-Feb-20 8 5 DAY WEATHER 0 PH2-CD-4066 Chem Vaults - LDV #3 Sump Pump Install (\*\*\*NOT PART OF PHASE #2) 0 0 0% 03-Feb-20 03-Feb-20 8 5 DAY WEATHER PH2-CD-4260 Chem Duct/Vaults - Hose Connections at LDV AT WWRF (\*\*\*NOT PART OF PHASE #2) 0% 03-Feb-20 03-Feb-20 5 DAY WEATHER 0 PH2-CD-4265 Chem Vaults - LDV AT WWRF Piping (Mechanical) (\*\*\*NOT PART OF PHASE #2) 0 0 0% 03-Feb-20 03-Feb-20 74 5 DAY WEATHER PH2-CD-4266 Chem Vaults - LDV AT WWRF Sump Pump Install (\*\*\* NOT PART OF PHASE #2) 74 5 DAY WEATHER 0 0% 03-Feb-20 03-Feb-20 **ELECTRICAL** PH2-CD-5710 LDV AT WWRF - Chem Duct/Vaults - Install leak detection systems (\*\*\*NOT PART OF PHASE #2) 0% 03-Feb-20 03-Feb-20 9 5 DAY WEATHER 0 PH2-CD-5730 LDV AT WWRF - Chem Duct/Vaults - Wire & Terminate leak detection control panels / devices (\*\*\*NOT PART OF PHASE #2) 0 0% 03-Feb-20 03-Feb-20 10 5 DAY WEATHER PH2-CD-5210 LDV #3 - Chem Duct/Vaults - Install leak detection systems (\*\*\*NOT PART OF PHASE #2) 0 0% 04-Feb-20 04-Feb-20 8 5 DAY WEATHER PH2-CD-5230 LDV #3 - Chem Duct/Vaults - Wire & Terminate leak detection control panels / devices (\*\*\*NOT PART OF PHASE #2) 0 0% 04-Feb-20 04-Feb-20 8 5 DAY WEATHER PH2-CD-5320 ELECTRICAL PUNCH LIST / SHAKEOUT 30 95% 28-Oct-19 A 05-Feb-20 7 5 DAY WEATHER . 004 - Chem Yard - Point to Point / Loop Test and check out ( ORT) PH2-CD-5740 7 5 DAY WEATHER . 8 90% 17-Jan-20 A 06-Feb-20 O&M; TRAINING & START-UP PLANS 01756 PH2-CD-7061 Chem Duct - 01756 Submittal Binder - Start up Plans Binder (Temp Pipe & Conveyance) - EOR Review & Approval 22 8.33% 30-Jan-20 A 24-Feb-20 65 7 DAY 24 START-UP & TRAINING PH2-CD-7030 Chem Duct/Vaults - All Leak Detect Systems shall be integrated into SCADA 7 5 DAY WEATHER 0% 06-Feb-20 24-Feb-20 MISC SITE CONCRETE STRUCTURAL Misc. Site Concrete - Primary Structure Concrete - Energy Dissipater PH2-SC-1070 10 90% 01-Feb-19 A 03-Feb-20 25 5 DAY WEATHER PH2-SC-1000 Misc. Site Concrete - Concrete Finishing @ Energy Dissipater 0% 04-Feb-20 10-Feb-20 25 5 DAY WEATHER 5 ARCHITECTURAL PH2-SC-2010 Misc. Site Concrete - Site Wide Guard Posts 10 0% 03-Feb-20 18-Feb-20 65 5 DAY WEATHER PH2-SC-2000 64 5 DAY WEATHER Misc. Site Concrete - Chain Link Fence @ Energy Dissipate 5 0% 11-Feb-20 19-Feb-20 YARD PIPING **ELECTRICAL** PH2-YP-5000A Yard Piping - Schedule & Prep for Control Testing for BFV SED991 & 993 31 35.42% 02-Jan-20 A 02-Mar-20 51 7 DAY PH2-YP-5000B Yard Piping - Complete Control Testing for BFV SED991 & 993 (\*\*\*DURING PLC 700 SHUTDOWN) 0% 10-Mar-20 17-Mar-20 28 5 DAY WEATHER **ELECTRICAL DUCTBANKS / SITE ELECTRICAL FIBER OPTIC** PH2-SE-1060 FIBER OPTIC - Install Fiber Backbone EEP4A to Lower Guard House 5 0 99% 08-Apr-19 A 03-Feb-20 10 5 DAY WEATHER **DUCTBANKS / SITE ELECTRICAL** 50% 17-Sep-19 A 05-Feb-20 PH2-SE-2050 SITE ELECTRICAL - Fiber Optic Test check out verify link to SCADA 56 5 DAY WEATHER 5 DAY WEATHER PH2-SE-2060 SITE ELECTRICAL - Install CCTV conduit / equipment 5 5 0% 05-Feb-20 13-Feb-20 PH2-SE-2070 5 56 5 DAY WEATHER SITE ELECTRICAL - Install PA system / special systems panel 5 0% 13-Feb-20 21-Feb-20 PH2-SE-2080 5 DAY WEATHER SITE ELECTRICAL - Install Fire Alarm Devises / Terminate FACP 5 0% 21-Feb-20 02-Mar-20 SITE ELECTRICAL - Guardshack Upper More conduit control/power/signal 20 55 5 DAY WEATHER PH2-SE-2020B 10% 16-Sep-19 A 02-Mar-20 SWITCHGEAR 3 - 40 MGD SHUTDOWN PH2-SE-2140 SITE ELECTRICAL - Testing & Energize SWGR #3A (\*\*\*Neal to Verify) 5 0% 03-Mar-20 09-Mar-20 61 5 DAY WEATHER 5 SITE ELECTRICAL - Energize test and Check out (ORT / FAT Guard Shack) 18 5 DAY WEATHER 2 0% 29-Apr-20 30-Apr-20 **O&M: TRAINING & START-UP PLANS** 13701 31-Mar-20 PH2-SE-6000 SITE ELECTRICAL - Start up & Testing Plan 13701 Video Surveillance - Prepare & Submittal 60 60 0% 01-Feb-20 33 7 DAY PH2-SE-6001 SITE ELECTRICAL - Start up & Testing Plan 13701 Video Surveillance - EOR Review & Approval 24 24 33 7 DAY 0% 01-Apr-20 24-Apr-20 Date Revision Checked Approved Remaining Level of Effort DATA DATE: 01-Feb-20 Critical Re. Amendment One to Contract No. C0601 District/BBI—RWTP Reliability Improvement Project FINISH DATE: 12-Jun-20 Actual Work Milestone TASK filter: REMAINING ACTIVITIES Version 9 (03/09/20) RUN DATE: 04-Feb-20 Remaining Work MC14488

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DATA DATE: 01-Feb-20 FINISH DATE: 12-Jun-20 RUN DATE: 04-Feb-20 Remaining Level of Effort

Actual Work

Remaining Work

Critical Re...

Milestone

TASK filter: REMAINING ACTIVITIES.

Amendment One to Contract No. C0601 District/BBI—RWTP Reliability Improvement Project Version 9 (03/09/20) MC14488 Attachment 2, Page 76

Approved

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## Attachment No. 3 to Amendment One

Warranty List

Rinconada Water Treatment Plant Reliability Improvement Project, Contract C0601

February 12, 2020

## RWTP Reliability Improvement Project Amendment One Warranty List

3.11	Guaranty
21.02	Guaranty and Guaranty Bond
01321-1.09	Construction Camera System
02623-1.07	High Density Polyethylene Pipe and Fittings
07141-1.06	Capillary Waterproofing
07412-1.09	Metal Wall Panels and Soffits
08105	Hollow Metal Doors/Frames
08700-1.07	Finish Hardware
09962-1.06	Chemical Resistant Coating for Concrete
10520-1.06	Fire Protection Specialties
11217	Submersible Sump Pumps
11218	Sample Pumps
11220	Flocculation Mixers
11224	Static Mixers
11242	Chemical Equipment
11244-1.09	Diaphram Chemical Metering Pumps
11277-1.11	Parallel Plate Clarifiers/Settlers
11285	Slide Gates, Stop Gates and Stop Logs
11287	Automatic Siphons
11310	Sumersible Chopper Pumps
11350	Cable Driven Sludge Collector System
13080-1.05	Noise Barrier
13129-1.05	Prefabricated Guardhouses
13421	Programmable Logic Controllers and Computer Control Systems
13422	Local Area Network System
13431	I&C Analytical Devices
13435-2.04	Temperature Measurement
13446-1.05	Electric Operators for Valve and Gates
13701	Video Surveillance
13704	Security System Access
13852	Fire Detection and Alarm
15112	Butterfly Valve
15113	Plastic Valves
15114	Check Valves
15116	Plug Valve
15119	Air and Vacuum Relief Valves
15120	Piping Specialties
15590-1.09	Fuel Pumps, Storage Tanks and Fuel Piping Systems
16121-1.08	Medium Voltage Cables
16145	Miscellaneous Electrical Equipment
16230-1.13	Standby and Emergency Diesel Engine Generator Assemblies
16244	Station Battery System
16263	Static UPS
16266-1.03 B	Medium Voltage ASD
16350-1.11	Medium Voltage Switchgear, Protective Relaying, and Modifications