

**AMENDMENT NO. 3 TO AGREEMENT A3967A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND WOOD RODGERS, INC.**

This Amendment No. 3 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A3967A (Agreement) dated May 24, 2016, as amended by Amendment No. 1 dated December 2, 2016 and Amendment No. 2 dated April 17, 2019, between the SANTA CLARA VALLEY WATER DISTRICT (District) and WOOD RODGERS, INC. (Consultant), collectively the Parties.

**RECITALS**

WHEREAS, the Consultant is currently providing professional design services for the District's Lower Penitencia Creek Improvements Project (Project); and

WHEREAS, the Agreement currently expires on December 31, 2020, at which time Project construction will not be completed; and

WHEREAS, the Parties desire to extend the term of the Agreement; increase the Total Not-To-Exceed fee to provide funds for Consultant to provide construction phase engineering support services during Project construction; 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, Amendment No. 1, and Amendment No. 2, District and Consultant hereby agree to amend the Agreement as follows:

1. The REVISED STANDARD CONSULTANT AGREEMENT, Section Twelve, Miscellaneous Provisions, is amended to state as follows:

“20. No Third Party Beneficiaries

Nothing in this Agreement, 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 under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

21. Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

22. Debt Limitation

This Agreement is contingent on the appropriation of sufficient funding by the Valley Water for the services described in this Agreement. Valley Water is subject to laws or policies which limit its ability to incur debt in future years. Nothing in this Agreement shall constitute an obligation of future legislative bodies of the Valley Water to appropriate funds for purposes of this Agreement.

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

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

Appendix Two to the Standard Consultant Agreement - Dispute Resolution  
(UNCHANGED)

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

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

24. Schedules and Attachments. Revised Schedule D, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One to Revised Schedule D - Fees and Payments (REVISED)

Revised Attachment Two to Revised Schedule D - Schedule of Completion (REVISED)

Revised Attachment Three to Revised Schedule D - Consultant's Key Staff and Subconsultants (REVISED)

Revised Attachment Four to Revised Schedule D - Reference Materials (REVISED)."

2. Appendix Four to the Revised Standard Consultant Agreement, Insurance Requirements, is amended as set forth in the attached Revised Appendix Four, Insurance Requirements, and incorporated herein by this reference.
3. Revised Schedule D, Scope of Services, is amended as set forth in the attached Revised Schedule D, Scope of Services, and incorporated herein by this reference.
4. Revised Attachment One to Revised Schedule D, Fees and Payments, is amended as set forth in the attached Revised Attachment One to Revised Schedule D, Fees and Payments, and incorporated herein by this reference.
5. Revised Attachment Two to Revised Schedule D, Schedule of Completion, is amended as set forth in the attached Revised Attachment Two to Revised Schedule D, Schedule of Completion, and incorporated herein by this reference.
6. Revised Attachment Three to Revised Schedule D, Consultant's Key Staff and Subconsultants, is amended as set forth in the attached Revised Attachment Three to Revised Schedule D, Consultant's Key Staff and Subconsultants, and incorporated herein by this reference.
7. Attachment Four to Revised Schedule D, Reference Materials, is amended as set forth in the attached Revised Attachment Four to Revised Schedule D, Reference Materials, and incorporated herein by this reference.

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8. All other terms and conditions of the Agreement A3967A, Amendment No.1 and Amendment No. 2 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. 3 TO AGREEMENT A3967A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT

WOOD RODGERS, INC.

District

Consultant

By:

By:

\_\_\_\_\_  
Nai Hsueh  
Chair, Board of Directors

\_\_\_\_\_  
Dan Matthies, P.E., CFM  
Vice President

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

Firm Address:

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

180 Grand Avenue, Suite 775  
Oakland, CA 94612

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### REVISED APPENDIX FOUR TO THE REVISED 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 Revised Appendix Four Insurance Requirements.**

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 Revised 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 valleywater@ebix.com.

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/CAS No. 4680**

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

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INSURANCE REQUIREMENTS**

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 Revised Appendix Four Insurance Requirements 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 Revised Appendix Four Insurance Requirements 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:  
valleywater@ebix.com
2. Provide the following information in the "Certificate Holder" box:  
**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement/CAS No. 4680**

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

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

#### **Required Coverages**

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

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

General Liability insurance must include:

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

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

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

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

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

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

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability
- c. If coverage is claims-made:
  - 1) Certificate of Insurance shall clearly state that the coverage is claims-made.
  - 2) Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
  - 3) Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
  - 4) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

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

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

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

#### General Requirements

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

1. **Additional Insured Endorsement(s):** Consultant must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by the District.  
**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Editions dated 07/04 are not acceptable.
2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the 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

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and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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**CHECK LIST OF DOCUMENTS NEEDED**

<b>General Liability:</b>	A.	Limits <b>(\$2,000,000)</b>	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
<b>Auto Liability:</b>	A.	Limits <b>(\$2,000,000)</b>	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
<b>Umbrella:</b>	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
<b>Workers Comp:</b>	A.	Limits <b>(\$1,000,000)</b>	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	
<b>Professional Liability:</b>	A.	Limits <b>(\$5,000,000)</b>	
	B.	Cancellation Endorsement	

Appendix IV ConsultantGL2AL2PL5\_rev. 7.20.20/CAS rev 9.23.20

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### REVISED SCHEDULE D SCOPE OF SERVICES

#### 1. Representatives (REVISED)

- A. The District's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to the District shall be addressed to the District Project Manager:

Bill Sanchez, P.E.  
Associate Engineer  
Design and Construction Unit 4  
Watersheds Design and Construction Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3686

Phone: 408-630-2974  
Email: bsanchez@valleywater.org

Rechelle Blank, P.E., Deputy Operating Officer  
Watersheds Design and Construction Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3686

Phone: 408-630-2615  
Email: rblank@valleywater.org

- B. The Consultant's Project Manager is as listed below. All District questions and correspondence pertaining to this Agreement shall be referred to the Consultant's Project Manager.

Dan Matthies, P.E., CFM  
Vice President  
Wood Rodgers, Inc.  
180 Grand Avenue, Suite 775  
Oakland, CA 94612

Phone: 510-208-0342  
Email: dmatthies@woodrodgers.com

- C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 19. Notices, all notices pertaining to this Agreement shall be sent to the Consultant's Principal Officer:

Jonathan Kors, P.E., PMP  
Vice President and Board Member  
Wood Rodgers, Inc.  
3301 C Street, Bldg. 100B

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### REVISED SCHEDULE D SCOPE OF SERVICES

Sacramento, CA 95816

Phone: 916-341-7760

Email: jkors@woodrogers.com

#### 2. **Scope of Services (REVISED)**

This Revised Schedule D Scope of Services describes the professional design services to be performed by Consultant for the District's **LOWER PENITENCIA CREEK IMPROVEMENTS PROJECT** (Project). The District may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant, as engineer-of-record, for construction phase engineering support services. The District reserves the right to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize District staff to perform such services.

#### 3. **Project Objectives (UNCHANGED)**

1. Convey the Lower Berryessa Creek 1-percent design flow;
2. Meet required water surface elevations at Coyote Creek and Berryessa Creek confluences;
3. Minimize the need for seasonal removal of sediment and non-woody vegetation;
4. Maintain existing Federal Emergency Management Agency (FEMA) accreditation along the east levee located between California Circle and Berryessa Creek;
5. Ensure the improvements meet FEMA certification requirements.

#### 4. **Project Background (UNCHANGED)**

The Project extends approximately one mile on Lower Penitencia Creek between the Coyote Creek confluence and San Andreas Drive, in the northeasterly portion of Santa Clara County within the City of Milpitas.

Berryessa Creek is a major tributary to Lower Penitencia Creek. Along Berryessa Creek, the District has two capital flood protection projects, the Lower and Upper Berryessa Creek Projects. The Lower Penitencia Creek Project will tie into the Lower Berryessa Creek Project.

The Consultant design services will support the Project objectives to make the necessary flood protection improvements.

1. Reach 1 (Coyote Creek confluence to I-880):
  - a. Relocate the west levee and raise it 4 feet higher with maintenance road.
  - b. Construct a 50-foot-wide vegetated bench in the expanded westerly area.
2. Reach 2 (I-880 to California Circle):

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### REVISED SCHEDULE D SCOPE OF SERVICES

- a. Reconstruct California Circle Bridge and widen by 40 feet.
  - b. Construct vegetated bench (40 feet wide), which continues under the California Circle Bridge on the east bank.
  - c. Construct floodwall (up to 5.5 feet high) on west bank with maintenance road.
  - d. Design of new access entrance into City of Milpitas pump station impacted by the proposed floodwall.
3. Reach 3 (California Circle to Milmont Drive):
- a. Construct floodwall (up to 4 feet high) on both the existing east and west levees with maintenance road.
  - b. Reconstruct Milmont Drive Bridge and widen by 25 feet.
4. Reach 4 (Milmont Drive to San Andreas Drive):
- a. Construct floodwall (up to 5 feet high) on both the existing east and west levees with maintenance road.
  - b. Design of new access entrance into City of Milpitas pump station impacted by the proposed floodwall.
  - c. Tie in to San Andreas Drive Bridge and Lower Berryessa Creek project elements.
5. **Assumptions and Requirements**

#### A. General Assumptions and Requirements (UNCHANGED)

- 1) **Manage Scope of Services.** The Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all Services and deliverables meet the District and Project requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables.** The District will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by the District, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following the District review process.

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- 4) **District Quality Environmental Management System.** The District maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various District work. If requested, the Consultant will perform some of the contract tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the DPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.
- 5) **Consultant Responsibility.** Consultant, with its expertise in the provision of the listed services, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Article 2, Scope of Services.
- 6) **Document Control.** The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this project is maintained by the District.
- 7) **File Exchange Service.** Consultant will provide a file exchange service to facilitate communications; particularly of large files over three (3) megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, the District will not be responsible for delays in completing Project work. Consultant may need to work with District's Information Technology Unit to address any firewall issues and/or permissions required to allow for these communications.
- 8) **Completeness.**
  - a. The completeness of a design set is determined primarily by the substance of the materials on the set, including the adequacy of background and relevant information. Three levels of completeness of a design set are defined using these four terms PARTIALLY COMPLETE; SUBSTANTIALLY COMPLETE; VIRTUALLY COMPLETE; and COMPLETE.
  - b. A Complete design set must include all the information required for a constructible set of plans, specifications and estimate of cost and giving such directions to enable the construction to be carried out. The set must be ready for engineering certification (stamping, signing and dating) by a Registered Professional Engineer(s). The set must show the work with complete details and dimensions; identify all constraints; include all background information and call out dimensions, and comply with all drafting, specifications and cost estimating standards.

#### **B. Project-Specific Assumptions and Requirements.**

Not Used.

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### REVISED SCHEDULE D SCOPE OF SERVICES

#### 6. Design Phase Tasks (REVISED)

##### Task 1 - Project Management. (REVISED)

The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Revised Attachment One to Revised Schedule D, Fees and Payments, and in accordance with the Project Schedule stated in Revised Attachment Two to Revised Schedule D, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet the District and Project requirements.

- 1.1 **Project Design Work Plan.** Consultant will prepare a Project Design Work Plan in accordance with this Scope of Services.
  - 1.1.1 The Project Design Work Plan shall include Project objectives, requirements, constraints, a detailed Project Schedule (showing major tasks and deliverables), a breakdown of Consultant's costs for the major tasks, a list of the Consultant's team members and their roles and responsibilities, communication protocols (internal and external), a quality control plan, document control procedures, and other administrative procedures.
  - 1.1.2 The Project Design Work Plan shall include a Project Quality Assurance and Quality Control (QA/QC) Plan documenting the Consultant's procedures to ensure the Consultant's services and deliverables meet District requirements and accepted practices and standards of the Consultant's profession. The District reserves the right to request and review the Consultant's Project documentation demonstrating its adherence to its own quality assurance procedures.
- 1.2 **Progress Meetings and Workshops.** District and Consultant key staff and subconsultants as determined necessary and appropriate by Consultant, subject to DPM approval, will coordinate and attend periodic progress meetings and workshops with District staff, regulatory and resource agencies, and review boards, as needed, to review, discuss work progress. For each meeting or workshop, the Consultant will prepare the meeting agenda and notes and submit them for review by the District.
- 1.3 **One-on-One Meetings with District.** The Consultant Project Manager must provide a brief update of the teams work activities completed within the week, the look-ahead activities, and the issues and actions that require the District's attention, in a weekly meeting/conference call with the DPM; frequency of these meetings and calls will be as directed by the District.
- 1.4 **Coordination and Communication with External Agencies.** Consultant will assist the DPM with coordination and communication with appropriate regulatory or other agencies, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant's Project design activities as requested by the District.
- 1.5 **Public Outreach.** If requested, the Consultant will provide support and assistance to the District's public outreach in relation to coordination, preparation and participation

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### REVISED SCHEDULE D SCOPE OF SERVICES

including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and other tasks as directed by the DPM. One community meeting is expected, at the completion of the 60% design.

#### 1.6 Project-Specific Sub-Tasks.

Not used.

#### Task 1 - Deliverables.

1. Project Design Work Plan including QA/QC Plan (Draft, Final Draft and Final)
2. Progress, One-on-One, and Coordination Meeting Agendas, Minutes, Presentations
3. Weekly Meetings/Conference Calls attendance and notes; frequency of meetings and calls, as well as in person or by phone, will be at District's discretion

#### Task 1 - Assumptions.

1. **Progress Meetings/Workshops** are to be held at the District's Headquarters office, as directed at the discretion of the DPM. Regular progress meetings will be facilitated by the Consultant at the District's office.

A total of twelve (12) Project meetings are anticipated during the 20-month period. These meetings will be scheduled in coordination with the District but are anticipated to occur at least every two months for the first several months, then intermittently and as needed thereafter.

2. **One-on-One Meetings with the District.** The Consultant will provide status updates on at least a weekly basis to the District Project Manager. The meetings will be supplemented as necessary depending on the work. Approximately thirty (30) meetings are anticipated.
3. **Coordination and Communication with External Agencies. Attend up to (12) meetings** and provide corresponding correspondence/notes.
4. **Public Outreach.** The Consultant will attend and present as required in at least one Community Meeting other than as stated in Task 1.5 Public Outreach subtasks.
5. **QA/QC Review Process Documentation.**
  - A. Review comments by the District will be documented using spreadsheets for all reviews. Quality Control certificates will be provided by Consultant for both internal and external reviews. Consultant is responsible for internal review before release of any deliverable for District review.

B. Key Deliverables that will be documented in the QA/QC process include:

- 1) Design Criteria Memorandum

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### REVISED SCHEDULE D SCOPE OF SERVICES

- 2) 30% Design
- 3) 60% Design
- 4) 90% Design
- 5) Draft 100% Design

#### **Task 2 - Data Collection and Investigations. (COMPLETED)**

The purpose of this task is to research, review, and use Planning Phase deliverables as a basis for the design, as well as to conduct necessary field investigations (i.e., geotechnical, hydrologic, hydraulic, etc.) to establish a Project Base Map, and prepare reports that will inform the design. Consultant is responsible for collecting all the data and conducting all investigations that are needed to complete the final design.

Prior to performing any sub-tasks described in this task, the Consultant will research and review available relevant documents and standards provided by the District. Services shall include but not be limited to:

- 2.1 Research and Review of Available Project Documentation.** Consultant will research and review available relevant documents and standards provided by the District.
- 2.2 Project Base Map.** Consultant will prepare and submit a Project Base Map, survey data, drawings, utility info, etc. and data as necessary to complete required studies and prepare contract drawings for the Project. Base Map preparation shall include, but not be limited to:
  - 2.2.1 Collect existing survey, topographical, GIS, property, easements and rights of way and utility/infrastructure data as applicable to generation of the Project Base Map for purposes of final design.
  - 2.2.2 Review data for existing utilities, pipelines, and other infrastructure to determine where it is necessary to verify locations for design and inclusion in final drawings. At critical locations, the Consultant will pothole existing utilities, pipelines, and other infrastructure as necessary to verify location for design and inclusion in the final drawings. Consultant shall obtain and verify bridge as-built drawings for design and inclusion in final drawings for bridge crossings as necessary.
  - 2.2.3 Conduct field survey work as necessary to verify and supplement existing topographical data for the Project work. Survey work shall be adequate for preparation of base mapping data as well as the LiDAR survey (if needed). The survey work will be conducted at high density and with accuracy capable of supporting 1-foot contours. In addition, aerial photography will be obtained at 1:3600 photo scale to provide 1" = 40' scale mapping and 1-foot contours. LiDAR data together with aerial photography will be used to generate a base map covering the Project work area.
  - 2.2.4 Perform land surveying to identify Project site utilities and other features for incorporation into the Project base map as well as support any LiDAR collection and validation. Land surveying will include a GPS survey to establish precise horizontal and



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vertical coordinates on a local control station. Checkpoints will be surveyed throughout the mapping area to validate existing LiDAR data (if any) and support new LiDAR data collection, if needed. The survey will include horizontal and vertical control stations published by the National Geodetic Survey (NGS) and/or NGS-published Continuously operating Reference Stations in order to reference the Project to a specified geodetic coordinate system and vertical datum.

- 2.2.5 Base map preparation shall conform to District Standards for GIS Products (Attachment Four to Schedule D, Reference Materials).

**2.3 Geotechnical Investigations.** Consultant shall review previously completed relevant geotechnical reports and recommend additional investigations, if needed. Consultant shall prepare a Geotechnical Investigations Work Plan, which will describe the goals of the investigations needed, the exploration locations and depths, the access and drilling methods, and the instrumentation and in-situ testing methods (if needed). The investigation will be designed to provide adequate data for the engineering analyses, the development of the Geotechnical Data Report, the Basis of Design Report, and FEMA certification of the channel improvements.

- 2.3.1 Conduct Geotechnical/Subsurface Investigations as needed for the detailed design and identified in the Geotechnical Investigations Work Plan. Consultant is responsible for the proper disposal of spoils generated from the investigations activities and to provide documentation of such disposal actions to District. Consultant shall provide for storage through the duration of this Agreement.

- 2.3.2 Additional Geotechnical Investigations may be approved by the District with proper justification, to fill in data gaps identified as the detailed design progresses.

- 2.3.3 Laboratory Testing Program. Consultant shall develop a material testing program to provide all necessary data (index and performance testing) for analysis and design of the Project, for approval by the District and other stakeholders identified by the DPM. The tests will include index, hydraulic conductivity, compaction, consolidation, and strength tests.

- 2.3.4 Geotechnical Investigations/Data Report. The Consultant shall develop a Geotechnical Investigation/Data Report which will document the investigations performed and present the data obtained and the results of the field exploration and laboratory testing work completed as well as the results of other investigations previously completed relating to this project. The Report shall also include a summary of the soil and geologic conditions, previous and current investigations and explorations, methodology, materials encountered and the laboratory testing program.

- 2.3.5 Geotechnical Design/Baseline Report. Consultant shall prepare and submit a Geotechnical Design/Baseline Report that provides an analysis, assessment and interpretation of the existing subsurface conditions. The report will also provide appropriate design recommendations for the basis of design, final design and construction, and will show that these design recommendations satisfy Federal Emergency Management Agency (FEMA) criteria. It will also provide information to the

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contractor and guidance to the District in the management and monitoring performance during construction. The report shall reference other geotechnical studies previously performed on the Project and other historical studies from the site vicinity. This report may or may not be combined with the Geotechnical Investigation/Data Report if directed by the District.

#### **2.4 Watershed/Flood Protection Projects: Hydrologic/Hydraulic Analyses and Studies.**

2.4.1 Not used.

#### **2.5 Project-Specific Sub-Tasks.**

2.5.1 Planning Studies Review and Adoption Memorandum. Consultant shall prepare a Planning Studies Review and Adoption Memorandum accepting the findings of the referenced documents (Attachment Four to Schedule D, Reference Materials) and identifying assumptions and findings contained in the planning documents that require clarifications or changes as required to move forward with these documents as a basis of design work.

2.5.2 Utility Relocation Plans. The Consultant shall prepare utility relocation plans for sewer, water, storm drain facilities, and other relevant utilities impacted by the channel, bridge, and roadway improvements for the Project using information from Subtask 2.2 Project Base Map. The Consultant shall work with the governing utility agency and prepare construction drawings and specifications for the required work and obtain required permits from the agencies unless it is deemed more efficient for the construction contractor to obtain certain permits, e.g., construction permits, with concurrence from the District. The District will be responsible for any application and/or permit fees. The final plans will be designed in accordance with the following considerations:

- a. Relocations will consist of water lines, storm drain lines, gas and natural gas lines, and other relevant utilities that require relocation.
- b. Sizing of the facilities will not be required and/or provided as a design input from the governing utility agency.
- c. The relocation and design work will be limited to the immediate vicinity of the channel, bridge, and roadway improvements.
- d. Relocation design of electrical, telephone, gas, fiber optic, and other “dry” utilities will be performed by the governing utility agency. Coordination with the utility agency will be performed to ensure that the relocation of the utility will accommodate the improvements and construction phasing.

#### **Task 2 - Deliverables.**

1. Project Base Map, survey data and drawing, utility Information, etc.
2. Geotechnical Investigation Work Plan (Draft, Final Draft and Final)
3. Geotechnical Investigation/Data Report (Draft, Final Draft and Final)

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4. Geotechnical Baseline/Design Report (Draft, Final Draft and Final)
5. Memorandum with comments on adequacy of planning phase HEC-RAS analysis and recommendations on additional analysis required, if needed
6. Planning Studies Review and Adoption Memorandum
7. Utility Relocation Plans and required construction permits

#### **Task 2 - Assumptions.**

1. The Consultant survey crew will perform cross-section surveys for a minimum of 25 cross-sections along the creek channel and locate the abutments, piers, bents of the three bridges over the creek channel.
2. The boundary and right-of-way lines will be established by locating monuments in the field and incorporating record boundary and easement information. Right-of-way information from the Santa Clara Valley Water District, Caltrans, or other relevant agency will be utilized as necessary.
3. Should the boundary survey reveal any material discrepancies with information contained on any recorded maps, pursuant to Government Code section 8762 requires a Record of Survey Map to be filed. Should this prove to be the case, the Consultant will bring this matter to the DPM's attention at the earliest possible opportunity, along with the estimated additional cost to the District of preparing and filing a Record of Survey.
4. Borings will be a minimum of 4 inches in diameter. Borings will be converted to monitoring wells as needed to monitor groundwater fluctuations.
5. Any needed final environmental clearance of the Project under CEQA will be obtained by the District. The District will provide the Consultant with sufficient information regarding environmental constraints for accurate placement and planning of geotechnical explorations, but allow flexibility of scope, and relocation of explorations by as much as 50 feet in any direction if revisions to the Field Work Plan are needed. The District will provide the Consultant with sufficient information regarding environmental constraints for exploration locations and relocation of explorations, if needed. A minimum of eight (8) total cross-sections (2 per Reach) are assumed for the geotechnical analysis.
6. The Geotechnical Baseline/Design Report shall be prepared by the Consultant in general accordance with industry standards and publications such as Technical Baseline Reports for Construction (ASCE 2007). The Report will include all of the above requirements and shall present a baseline characterization of subsurface conditions based on information from the Geotechnical Data Report.
7. Consultant will clear private utilities that are not covered under Underground Service Alert (USA), if necessary, using the service of a private utility locating service.
8. The District will allow the Consultant to store collected drill cuttings and fluids in 55-gallon drums at a District-designated location on the Project site prior to disposal. Consultant is

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responsible for the proper disposal of spoils generated from the investigations activities and to provide documentation of such disposal actions to District.

9. Consultant assumes that the soil cuttings will be classified as non-hazardous materials for disposal. Therefore, Consultant's cost does not include disposal of hazardous material.
10. The District will be responsible for any application and/or permit fees for utility relocation. Sizing of the facilities will not be required and/or provided as a design input from the governing utility agency. Relocation design of electrical, telephone, gas, fiber optic, and other "dry" utilities will be performed by the governing utility agency.
11. For permitting (utility relocations), it is expected that up to 15 meetings (3 meetings per agency) will be required with the various permitting agencies for the purpose of obtaining the required permits. Meeting agendas (as appropriate) and meeting minutes will be prepared for distribution to participants.

#### **Task 3 - Basis for Design. (COMPLETED)**

The purpose of this Task is to perform the engineering analyses, calculations, and interpretations that are required to support and develop the Basis of Design for the Project. Consultant is responsible for developing a comprehensive scope of work and performing independent analyses, as appropriate, to fully develop the Basis of Design without relying solely on work completed by others to achieve this purpose. The supporting analyses, calculations, and other standards and detailed design information shall be used to prepare a biddable and constructible set of Plans and Specifications and Engineering Cost Estimates for the Project.

The scope of this task includes:

- 3.1 Design Criteria Memorandum.** The Design Criteria Memorandum (DCM) will define the basic criteria and guidance that will be utilized during design. It will include District basic operations requirements, Project performance requirements, and other design criteria as identified by the District. It will include known relevant constraints such as environmental restriction dates, etc. It will document geotechnical, civil, structural, electrical, mechanical, hydrologic and/or hydraulic standards to be used in the analyses and design. Pertinent codes and references will be cited. The Design Criteria Memorandum will be issued in Draft form and updated as design progresses through the various design steps.
- 3.2 Basis of Design Report.** Consultant shall prepare a full Basis of Design Report to define the technical requirements and parameters for the entire Project including the fields of civil, geotechnical, structural, hydrologic, hydraulic, mechanical, electrical, instrumentation, controls, maintenance, and others, as appropriate.
  - 3.2.1** The Basis of Design Report may include but is not limited to the following: description of the general arrangement of existing and new Project facilities; summary of the pertinent findings of field investigations; basis for material properties for use in analyses; construction materials source assessment (on-site and commercial); foundation

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characterization to assess excavation requirements and foundation acceptance criteria; groundwater dewatering requirements; civil and geotechnical design of the Project elements for analyses; design of disposal sites; hydraulic and structural design of various elements; mechanical and electrical facilities design; and access roadwork, etc.

- 3.2.2 The Basis of Design Report is to be updated throughout the design phase, if required. Upon completion of final design, the Basis of Design Report shall be updated to reflect any changes or additions that occurred over the course of the design development as detailed in the final design document preparation.

### 3.3 Project-Specific Basis of Design Sub-Tasks.

- 3.3.1. Preliminary Design Report. A preliminary Design Report will be developed by the Consultant and included in the Basis of Design Report. The Preliminary Design Report will define and document the design water surface profile; the design top-of-levee elevations and top-of-floodwall elevations the channel bench elevations and limits, the alignment of the levees and floodwalls; the floodwall typical sections geometry; the levee typical sections geometry preliminary grading and floodwall/levee closures, the bridge structure-type selection and overall geometry, and the traffic handling for the ultimate improvements. In addition, the preliminary design report will also identify up to three phases for construction. The **Preliminary Design Report** will not be updated throughout the design phase.
- 3.3.2. Sediment Assessment. The Basis of Design Report effort will include a Sediment Assessment developed by the Consultant. The Consultant will review existing sediment aggradation and degradation information to determine if the available data is sufficient for definition of a stable channel condition within the Project reach. If so, an estimate of the stable channel condition will be made. The definition of the stable channel condition shall be sufficient to support discussions with the State of California Regional Water Quality Control Board (RWQCB).

### Task 3 - Deliverables.

1. Design Criteria Memorandum. (Drafts and Final)
2. Basis of Design Report (Draft, Final Draft and Final)
3. Preliminary Design Report (Draft, Final Draft, and Final)
4. Sediment Assessment (Draft, Final)

### Task 3 - Assumptions.

1. The **Basis of Design Report** will provide a section listing all applicable geotechnical and structural input required to fill out the current FEMA MT-2 form.

### Task 4 - 30 Percent Design Document Preparation. (COMPLETED)

The 30% design set shall establish primary drawings and specifications for all major Project components and shall include newly-developed design details and/or refinement of the preliminary design prepared during the planning phase. It shall translate major/minor

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requirements and criteria identified in the Basis of Design documents and describe the construction scope in more detail. The level of completeness shall be Partially Complete to Substantially Complete.

The scope of this task includes:

- 4.1 Sample Drawings and Specifications.** The Consultant shall prepare, and submit to the District, sample drawings and specifications for District review and approval to ensure that Drafting Standards are being adopted into the plan set and the specifications also follow District CADD and Specification standards.
  - 4.1.1 The sample drawings shall include an index drawing numbering scheme, file naming labeling, layout, and format.
  - 4.1.2 For specification development, the Consultant shall use the District's Standard Provisions (boilerplate) and the District's Special Provisions format. The Consultant shall recommend edits and additions to the District Provisions where appropriate.
  - 4.1.3 The Consultant shall submit a recommended format for the Technical provisions, for review and approval by the District.
- 4.2 30% Plans, Specification and Cost Estimate.** Consultant shall prepare and submit 30% drawings, specifications, and an Association for the Advancement of Cost Engineering (AACE) Class 4 construction cost estimate. The plans shall include the detailed design elements, at the 30% level of design, and the specifications shall include detailed outlines of the technical specifications. Cost estimates for the most significant lines of the work breakdown structure shall be "bottom-up" estimates. The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate.
  - 4.2.1 The District has a separate bid proposal package/template for which the Consultant shall provide input as requested by the District. Multiple, intermediate submittals of Special Provision sections to the District are anticipated to reconcile referencing and formatting issues.
- 4.3 Right of Way.** The 30% plans shall also include clear delineation of existing property lines and take lines (i.e., rights of way, easements, or property acquisitions) needed for Project construction and/or ongoing maintenance or access.
- 4.4 Review Meetings.** The Consultant will conduct a 30% review meeting/workshop with the District to review and discuss District comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub-task is funded pursuant to sub-task 1.3 One-on-one Meetings with District.

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#### 4.5 Project-Specific Sub-Tasks.

- 4.5.1 **Hydraulic Modeling.** The Consultant shall update the District's planning phase HEC-RAS model to reflect the detailed 30% design elements.
- 4.5.2 **Habitat Restoration/Revegetation.** Prepare designs for habitat restoration/revegetation components under the direction of restoration ecologists. Components shall include, but not limited to:
- a. Identification of source of irrigation water;
  - b. Irrigation design;
  - c. Recommendations/selection of native plant palette;
  - d. Invasive species control;
  - e. Habitat restoration/revegetation design;
  - f. Plant establishment period design, including required maintenance.
- 4.5.3 **Existing Trail.** Prepare design and incorporate into the Project construction documents for the existing trail from California Circle to 700 feet upstream of California Circle and from Milmont Drive to the Berryessa Creek confluence, which will be impacted by the Project.
- a. The trail will be designed for Caltrans H-20 loading;
  - b. Trail will be ADA compliant.
- 4.5.4 **Limited Traffic Study.** The Consultant will provide a **Limited Traffic Study** to determine traffic impacts from staging construction of the California Circle bridge in two stages, i.e., build half of the bridge while traffic is maintained on the other half of the bridge.

#### Task 4 - Deliverables.

1. Sample Drawings and Specifications
2. 30% Plans and Specifications, and 30% AACE Class 4 Construction Cost Estimate (Preliminary and Final)
3. 30% Review Meeting, including Agenda and 30% Design Comment Resolution Document
4. 30% design HEC-RAS model
5. Designs for habitat restoration/revegetation components
6. Designs for trail improvements
7. Limited Traffic Study

#### Task 4 - Assumptions.

None.

#### Task 5 - 60 Percent Design Document Preparation. (COMPLETED)

The 60% design set shall incorporate additional requirements, criteria, and details that were not included in the 30% design set. It shall address the comments received and reflect necessary

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revisions and resolved issues from the 30% design set. It shall be ready for agency permitting review. The level of completeness shall be Substantially Complete to Virtually Complete and ready for permitting agency review.

The scope of this task includes:

- 5.1 60% Plans, Specification and Cost Estimate.** Consultant shall prepare and submit 60% drawings, specifications, and an AACE Class 3 construction cost estimate. The drawings, sections, and details must be substantially completed. Cost estimates for the most significant lines of the work breakdown structure shall be “bottom-up” estimates based on assumed productivity, equipment, and labor spreads for the activities. The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate. The submittal should address the review comments in the 30% Design Comment Resolution Document.
- 5.2 Review Meetings.** Consultant will conduct a 60% review meeting/workshop with the District to review and discuss District comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub-task is funded in sub-task 1.3 One-on-One Meetings with District.
- 5.3 Draft Bid Sheet.** The Consultant shall prepare a draft bid sheet at the 60% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define.
- 5.4 Project Completion.** Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor’s completion of each milestone are to be included in the Project specifications.
- 5.5 Project-Specific Sub-Tasks.**
  - 5.5.1 HEC-RAS Modeling.** The Consultant shall update the 30% design HEC-RAS model to reflect the detailed 60% design elements.
  - 5.5.2** Confirm right-of-way needs based on 60% design plans.
  - 5.5.3** Participate in community meeting at the completion of 60% design.

#### **Task 5 - Deliverables.**

1. 60% Plans, Specifications, and AACE Class 3 Construction Cost Estimate (Preliminary and Final)
2. Agenda and 60% Design Comment Resolution Document
3. Draft Bid Sheet & Supporting Technical Memorandum
4. 60% design HEC-RAS model



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#### 5. Participation in community meeting

#### **Task 5 - Assumptions.**

1. A borrow source will be identified for the new levee and for levee supplementation. This material may be available from on-site benching excavations, provided that the material has suitable strength and permeability characteristics. The identification and testing of offsite materials for suitability as levee fill material is not included in the scope.

#### **Task 6 - 90 Percent Design Document Preparation. (UNCHANGED)**

The 90% design set shall reflect the revisions and resolutions required from the comments received for the 60% design set. It shall also incorporate any permit conditions established by regulatory agencies. The level of completeness shall be Complete.

The scope of this task includes:

- 6.1 90% Plans, Specification and Cost Estimate.** Consultant shall prepare and submit 90% drawings, specifications, and an AACE Class 2 construction cost estimate. The submittal shall be a complete drawing and specification set at or near the level of completion for construction. The cost estimate shall be based on an updated, detailed logical work breakdown structure based on the 90% plans and specifications. The submittal should address the comments in the Design Comment Resolution Document.
- 6.2 Mitigation and Permitting.** Consultant shall identify all applicable mitigation requirements in the certified CEQA document, and incorporate the requirements into the 90% design documents. The Consultant shall assist the District in preparing submittals or other supporting documents during the permit acquisition process.
- 6.3 Review Meetings.** Consultant will conduct a 90% review meeting/workshop with the District to review and discuss District comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub-task is funded in sub-task 1.3 One-on-One Meetings with District.
- 6.4 Technical Design Document Update.** The Consultant shall prepare and/or update the Basis of Design Report, Design Criteria (Technical) Memorandums, analyses, calculations, etc., as identified in previous task.
- 6.5 Draft Bid Sheet.** The Consultant shall update the draft bid sheet to the 90% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define. Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor's completion of each milestone to be included in the Project specifications.

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- 6.6 Constructability/Sequencing requirements for the Contractor.** The Consultant shall prepare/update a Construction Sequencing Plan and/or Specification, which will identify key milestone dates to be met during construction, and will include specific provisions for incorporation into the Contractor's plan, as needed.
- 6.7 Construction Management, Testing and Inspection Plan.** Consultant will develop recommendations for construction management, observation and inspection, and testing during construction, and document these in a Construction Management, Testing and Inspection Plan.
- 6.8 Water Utility Projects: Commissioning and Training Plans, and Operations and Maintenance Manual.**
- 6.8.1 Not used.
- 6.9 Watershed/Flood Protection Projects: Operation and Maintenance Manual in accordance with the District's standard template.**
- 6.9.1 The Consultant shall develop an Operation and Maintenance Manual for performing any required maintenance through the Stream Maintenance Program.
- 6.10 Project-Specific Sub-Tasks.**
- 6.10.1 **Hydraulic Modeling.** The Consultant shall update the 60% to reflect the detailed 90% design elements.
- 6.10.2 The Consultant shall confirm right-of-way needs and show these on the 90% Plans.

#### **Task 6 - Deliverables.**

1. 90% Plans, Specifications, and AACE Class 2 Construction Cost Estimate (Preliminary and Final)
2. Agenda and 90% Design Comment Resolution Document (Preliminary and Final)
3. Updated Basis of Design Report, Design Criteria Technical Memorandums, and all supporting analyses and calculations, as identified in this Scope of Services (Draft and Final)
4. Updated Draft Bid Sheet and Supporting Technical Memorandum (Draft and Final)
5. 90% Construction Sequencing Plan and Specification (Draft and Final)
6. Construction Management, Testing and Inspection Plan
7. Operation and Maintenance Manual
8. 90% design HEC-RAS model

#### **Task 6 - Assumptions.**

1. The Consultant will be provided with the District's construction contract documents.

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2. Consultant will provide a Project Description memorandum (Project Description). The Project Description will identify anticipated equipment, materials, and manpower to construct the Project and will provide electrical consumption estimates, materials deliveries, traffic analyses, and other information necessary to complete environmental documentation. The Project footprint will be submitted as an electronic Geographic Information System (GIS) file displaying the limits of the project, probable staging areas, and other areas of disturbance for the District to use in evaluating environmental impacts.
3. Similar support will be provided by the Consultant to obtain permits and approvals that are anticipated to be acquired by the District through the City of Milpitas, U.S. Fish and Wildlife Service, National Oceanographic and Atmospheric Administration's National Marine Fisheries Service, U.S. Army Corps of Engineers, the San Francisco Bay Regional Water Quality Control Board, and the California Department of Fish and Wildlife.

#### **Task 7 - Final Design Document Preparation. (UNCHANGED)**

The 100% Design Set shall be a fully completed, signed, and sealed set of Plans, Specifications and Cost Estimate that is ready for construction bidding. The 90% design set will be revised, as necessary, to address any remaining permitting agency comments.

The scope of this task includes:

- 7.1 100% Plans, Specifications, Cost Estimate and Engineering Documents.** Consultant shall prepare and submit 100% Design and Contract Documents for District review, including:
  - 7.1.1 Plans and Specifications that address 90% review comments and design modifications or clarifications, as required.
  - 7.1.2 100% Class 2 Engineer's Estimate as defined by AACE.
  - 7.1.3 The Final Basis of Design Report with all revisions incorporated.
  - 7.1.4 All Engineering Analysis and Calculations completed and checked as per the QA/QC Plan and assembled in accordance with the relevant design analyses sections in the Basis of Design Report.
  - 7.1.5 100% Design Comments Resolution Form.
- 7.2 Bid Set.** Prepare and submit Bid Set including:
  - 7.2.1 Final plans and specifications, Engineer's Estimate, Basis of Design Report, and Engineering Calculations, if necessary, which include revisions that address and resolve all outstanding issues.
- 7.3 Design-to-Construction Phase Transition Report.** Consultant shall prepare a Design-to-Construction Phase Transition Report.

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#### 7.4 Project-Specific Sub-Tasks.

- 7.4.1 Hydraulic Modeling. The Consultant shall update the 90% HEC-RAS model to reflect the detailed 100% design elements. This will be the post-Project HEC-RAS model that will be submitted to FEMA in digital format, in accordance with National Flood Insurance Program requirements. The Consultant shall prepare the final HEC-RAS model for submittal to FEMA, including documentation to support levee, floodwall, and structural element certification.

#### Task 7 - Deliverables.

1. 100% Plans, Specifications, AACE Class 2 Cost Estimate and Engineering
2. Final Basis of Design Report
3. Engineering Analysis and Calculations
4. 100% Comment Resolution Document
5. Bid Set that includes Final Plans and Specifications, including Standard Provisions, Special Provisions, Technical Provisions, Appendices, Notice to Bidders, Geotechnical Data Report, Geotechnical Baseline Report, and other bid documents
6. Design-to-Construction Phase Transition Report (Draft, Final Draft and Final)
7. 100% design HEC-RAS model

#### Task 7 - Assumptions.

None.

#### Task 8 - Bid and Award Services. (UNCHANGED)

Upon the District's request, the Consultant shall assist during the bidding process of the Project by:

- 8.1 Bidder's Questions.** Responding to bidders' questions pertaining to the Bid Set within two (2) business days of receipt of District's written request. The Consultant will maintain a log of bidders' questions and responses, including whether any questions require preparing addenda to the Bid Set.
- 8.2 Pre-Bid Meeting.** Attending the pre-bid conference, including a site visit, and assisting with preparation of documents to be distributed at the conference.
- 8.3 Addenda.** Preparing bid document addenda if clarifications or changes to documents in the Bid Set are needed, which includes:
- 8.3.1 Changes to drawings will be shown on 8.5 x 11 sheets to the extent possible.
- 8.3.2 Changes to drawings will be signed and stamped by California registered professional engineers and will be provided within five (5) business days of the written request from District.

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8.3.3 During preparation of each addendum, the Consultant shall evaluate any construction schedule and cost impact of the addendum and submit to District for consideration prior to finalizing addendum.

**8.4 Conformed Contract Documents.** Preparing a Conformed Set of construction Contract Documents after construction bids are received for use during construction.

#### **8.5 Project-Specific Sub-Tasks.**

8.5.1 Not used.

#### **Task 8 - Deliverables.**

1. Written responses to bidders' questions and associated log
2. Attendance at pre-bid conference and preparation of minutes
3. Addenda to bid documents
4. Electronic versions of stamped and signed conformed set of construction contract documents
5. Wet-stamped and signed conformed set of contract documents (electronic and hard copy) for use during Project construction

#### **Task 8 - Assumptions.**

None.

#### **Task 9 - Supplemental Services. (UNCHANGED)**

- A. The District may require, and the Consultant shall perform, Supplemental Services on an as-needed basis.
- B. Prior to performing any Supplemental Service, the Consultant must obtain written authorization in the form of a Task Order approved by the Deputy Operating Officer of the District's Watersheds Design and Construction Division. Written authorization will state the agreed upon scope of the services requested, the classifications of staff performing the Supplemental Services, associated Not-To-Exceed fees, and schedule.
- C. Details of the specific scope, deliverable, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.
- D. The Not-To-Exceed Fees for each Supplemental Services Task Order will be based upon the negotiated hourly rate schedule (time and materials), and must include all of the following information:
  1. The total price for the Consultant to complete the Supplemental Services Task Order.
  2. The schedule for completing the Supplemental Services Task Order.

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3. The Consultant key staff and classifications that will be assigned to complete the Supplemental Services.
- E. The Supplemental Services Task Order fees will not be exceeded by the Consultant without prior written authorization from the District.
- F. Under no circumstances shall Consultant start work on Supplemental Services until:
  1. The Supplemental Services Task Order is received, reviewed, and approved by the District.
  2. The Consultant received a Task Order Notice-to-Proceed from the District's Project Manager.

#### **9.1 Specific Supplemental Services.**

Specific examples of possible Supplemental Services include but are not limited to:

- 9.1.1 Prepare up to three final sets of Plans, Specifications, Cost Estimates, and Engineering Documents corresponding to potential construction Phases I, II, and III, as identified in the Preliminary Design Report.
- 9.1.2 Sediment Transport Analysis.
  - a. Two-Dimensional Sediment Transport Analysis. The two-dimensional sediment transport analysis will include the development of a sediment transport model, using the District's MIKE-21 HD FM model as a base. The model will take into account both fluvial and tidal sediment sources. The model will be used to identify existing sediment deposition and erosion, and potential future sediment deposition and erosion. The model effort will also include at least one alternative to meet the requirements of the RWQCB.
  - b. One-Dimensional Sediment Transport Analysis. The one-dimensional sediment transport model of Lower Penitencia Creek to capture both tidal and fluvial impacts on channel morphology, then evaluate potential sediment deposition and erosion for existing and proposed conditions (with some alternative improvements). The sediment transport model would be constructed within the latest HEC-RAS 5.0 movable bed module and coupled with unsteady channel hydraulics (to account for dynamic tidal impact at the downstream boundary and fluvial hydrograph routing along the channel).
- 9.1.3 Additional engineering services.
  - a. Attend additional meetings and workshops. The Consultant will attend additional meetings and workshops as requested by the District.
- 9.1.4 Supplemental geotechnical borings/CPTs.

## **AMENDMENT NO. 3 TO AGREEMENT A3967A**

### **REVISED SCHEDULE D SCOPE OF SERVICES**

- 9.1.5 Research the availability of federal funding from the Highway Bridge Program (HBP) for the design and construction of the new California Circle Bridge and Milmont Drive Bridge and the possibility of the Project qualifying for such funding. If it is determined that the design and construction of the California Circle and Milmont Drive Bridges may be eligible for funding from the HBP, the Consultant will prepare the necessary application forms for District's approval and submission to Caltrans.

#### **9.2 Additional Services.**

The Consultant will provide additional quantities of previously identified services as requested by District. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Task 1 through 8 as Task 9 Supplemental Services, to include but not be limited to:

- 9.2.1 Additional meetings;
- 9.2.2 Additional time allotted for meetings;
- 9.2.3 Additional status/progress reports;
- 9.2.4 Additional telephone conference calls;
- 9.2.5 Additional pages or copies of technical memorandums, plans, reports, drawings and specifications; and
- 9.2.6 Additional public outreach visual materials.

#### **Task 9 - Specific Supplemental Services Deliverables.**

Specific Supplemental Services may include, but not be limited to the following:

- 1. The Sediment Transport Analysis will include the sediment transport models and a Technical Memorandum documenting the analysis.
- 2. Meeting agendas, notes, and presentations as defined by applicable task order changes.
- 3. Supplemental geotechnical testing as defined by applicable task order changes.
- 4. Grant Funding Assessment.
- 5. Grant Funding Application (if applicable).

#### **Task 10 - Engineering Support During Construction. (NEW)**

Consultant will provide engineering services during construction of the Project. Such services will include attending the preconstruction meeting, reviewing the construction Contractor's technical submittals, and responding to technical questions and requests for information.

##### **10.1 Project Management Services During Construction.**

- A. The purpose of this Task is to manage services such that the Support During Construction services are completed within the not-to-exceed fee limit stated in Revised

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### REVISED SCHEDULE D SCOPE OF SERVICES

Attachment One to Revised Schedule D, Fees and Payments, and in accordance with the Project Schedule as stated in Revised Attachment Two to Revised Schedule D, Schedule of Completion, and such that all services and deliverables by the Consultant meet these Scope of Services requirements. Consultant will:

- 10.1.1 Manage efforts of Consultant's and subconsultants' staff;
- 10.1.2 Identify construction phase events where the presence of the Consultant in the field is appropriate;
- 10.1.3 Coordinate its work with the District and its Construction Management Consultant, if any, regarding the scheduling of meetings, attendance, site observations, and deliverables;
- 10.1.4 Monitor and manage its expenditures, schedule, and progress, including maintaining an efficient, effective document tracking system for requests for information, and submittals; and
- 10.1.5 Provide Monthly Progress Reports of Consultant's activities. The purpose of the Monthly Progress Report is to record the work completed and document the execution of the Tasks described in this Scope of Services as well as to allow the District to evaluate the Consultant's progress and performance in completing the services pursuant to Revised Attachment One to Revised Schedule D, Fees and Payments, and Revised Attachment Two to Revised Schedule D, Schedule of Completion. Each Monthly Progress Report will include the following:
  - a. An assessment of actual versus planned progress in completing the work, including a description of the tasks, and deliverables completed to date;
  - b. For each task, the percentage of services performed versus the percentage of Agreement not-to-exceed fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
  - c. For each task, the percentage of the fees incurred for such task compared to dollar amount allocated to such task;
  - d. A statement that all tasks together shall be completed within the agreed upon not-to-exceed total amount of this Agreement;
  - e. A statement that progress towards completion of the Scope of Services is on schedule to be completed within the timeline set forth in the Project schedule; if completion of the work is not on schedule, then a statement of the anticipated length of delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of such measures;
  - f. A summary of proposed change to the Scope of Services, if required, including justifications for such changes;



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### **REVISED SCHEDULE D SCOPE OF SERVICES**

- g. A Small Business Enterprise participation report to document the level of SBE participation throughout the Project;
- h. Project Management Action Item and Decision Log to document action items, concerns, and issues throughout the term of this Agreement which require resolution by District and/or Consultant. This log will be for Consultant's use in tracking ongoing issues requiring Consultant's input and is not intended to capture all action items and decisions related to the construction phase. The Construction Management Consultant and/or District will maintain a separate Project-wide Action Item and Decision Log;
- i. A summary of performed tasks to date, explanation of any major variances in percentage of Services to be completed compared to percentage of the Agreement NTE fees remaining; and
- j. Any changes in Consultant's key staff or subconsultants.

#### **10.1 - Assumptions.**

- 1. Monthly Progress Reports will be provided on a monthly basis, regardless of whether an invoice is submitted.

#### **10.1 - Deliverables.**

- 1. Monthly Progress Reports

#### **10.2 Meetings and Site Visits.**

- 10.2.1 Attend the preconstruction conference. Consultant will respond to technical questions from the Contractor or the District, as requested by the District.
- 10.2.2 Attend progress and other meetings as requested by District or requested/recommended by Consultant and approved by District, coordination meetings and telephone conference calls with the District's construction Contractor, District, and other parties as determined by District, in order to discuss and coordinate the construction progress, resolve technical issues, concerns, and related activities.
- 10.2.3 Perform site visits as requested by the District or determined necessary by Consultant.
- 10.2.4 Perform full-time observation of the earthwork (levee fill, asphalt concrete and aggregate base placement and compaction), including nuclear gauge testing to confirm the levee fill, asphalt concrete and aggregate base are being compacted as per the Project specifications. After completion of all earthwork operations, Consultant shall prepare a summary report documenting the results of their observations and test results.

#### **Task 10.2 - Assumptions.**

- 1. All meetings will be conducted at the Contractor's construction trailer, Project site, or at a

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### **REVISED SCHEDULE D SCOPE OF SERVICES**

District office.

2. Construction progress meetings are generally conducted on a weekly basis from May 15 through October 15 of each year.
3. Consultant will attend approximately 24 meetings (once every two weeks during the construction season; an additional eight conference call coordination meetings; and four inter-agency (for example, District and/or City of Milpitas, Caltrans) meetings.
4. Consultant will attend four Project meetings/conference calls during construction prior to installation of landscape items, including irrigation and planting.
5. Consultant will conduct approximately 50 site visits during construction of the levee, placement of asphalt concrete and aggregate base in order to confirm the placement of these materials is as per the specifications and geotechnical report recommendations. Each of these site visits are expected to be at a minimum of 4 hours per day on 50 different days.
6. Attendance at meetings and any follow-up reports to meetings beyond the estimates specified in the Deliverables below may be considered Supplemental Services in accordance with Task 11 Supplemental Services During Construction.

#### **Task 10.2 - Deliverables.**

1. Written responses to issues raised during all meetings, including the pre-construction meeting
2. Attendance at meetings and/or conference calls as required to respond to and raise issues
3. Summary report of earthwork observations

#### **10.3 Submittal Review.**

- 10.3.1 Consultant will review the submittals provided by the Contractor as required in the construction Contract Documents prepared by the Consultant and as the Contractor is otherwise directed. Consultant will create and maintain a submittal log of all submittals required by the construction Contract Documents.
- 10.3.2 Consultant will check submittals to ensure that they are complete and contain the correct references before being entered into the system. Consultant will track through its submittal log the status of all submittals and make all parties aware of the need to maintain the review and Project construction schedule. The submittals will be reviewed for conformance with the design and field conditions, as necessary and appropriate.
- 10.3.3 Consultant will review, respond, and return all Contractor Submittals and re-submittals as promptly as possible, but in no case shall Contractor submittals be returned later than seven days from receipt of the Contractor's submittals by District, unless otherwise agreed between Consultant and District. Consultant must notify District immediately if more time is required to respond to submittals. The District may approve an extension of time and will document approval in writing.
- 10.3.4 Consultant will notify District of any submittal review comment that could result in a Change Order. Prior to Consultant entering notations on a Contractor's Submittal that constitute a change to the requirements of the Contract Documents, Consultant will notify District in writing of the potential for a Contractor Change Order request.

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### **REVISED SCHEDULE D SCOPE OF SERVICES**

10.3.5 Consultant will create and maintain the submittal log for the duration of the Project construction until completion and acceptance by the District.

#### **Task 10.3 - Assumptions.**

1. Consultant will review and respond up to 70 submittals.
2. Review of submittals in addition to the estimated number stated herein may be compensated in accordance with Task 11 Supplemental Services During Construction.

#### **Task 10.3 - Deliverables.**

1. Memoranda in PDF or Microsoft Word presenting Consultant's evaluation of submittals
2. Written notification via email of potential change orders due to submittal review comments by Consultant
3. E-mails and verbal responses for input as requested by the District with email follow-up documentation for all verbal responses

#### **10.4 Requests for Information. (RFI)**

A. During construction, the Contractor may submit to District questions on details of the design, the construction contract, substitutions, and alternatives approaches, etc. If the Contractor's inquiry is related to the Consultant's Project design or an issue having the potential to impact the Project design, and cannot be readily answered from the construction contract, District may require Consultant to respond to the inquiry with written clarifications and return their response back to the District for District to address with its construction Contractor.

B. If the Consultant's response to an RFI appears to have the potential to impact the construction schedule or cost, the issue will be immediately addressed with the District. Where appropriate, alternatives will be suggested and explored.

10.4.1 Consultant will coordinate notification of any changes or potential changes given by the Contractor with the District and then respond on both the condition cited for the request and possible impacts on the Contractor's operations. In this manner, information will be gathered that will allow for a determination of merit on the request and quantification of the Contractor's losses, if any. Consultant will make a preliminary assessment of the situation to identify whether additional resources or measures will be necessary for the process. These might include such activities as testing for hazardous waste or additional compaction testing. All issues that have the potential to impact the time and cost of the Project will be given issue status and be addressed.

10.4.2 Consultant will respond to requests for information received from the District.

10.4.3 Consultant will respond to the District's requests for evaluation of proposed substitutions and "or equal" proposals of equipment, materials or methods, and minor design changes.

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- 10.4.4 Consultant will render written decisions within seven calendar days unless otherwise agreed between Consultant and the District. Consultant must notify District immediately if more time is required to respond to RFIs. The District may approve an extension of time and will document approval in writing.
- 10.4.5 Consultant will evaluate whether its RFI response will result in a change to the requirements of the Contract Documents. If the Consultant's response to an RFI will change the requirements of the Contract Documents, Consultant must:
- 10.4.5.1 State in writing in Consultants' response to the RFI that the response to the RFI is a change to the requirements of the Contract Documents; and
- 10.4.5.2 Promptly notify the District that the Consultant's response to the RFI is a change to the requirements of the Contract Documents.
- 10.4.6 Upon District request, Consultant may be required to assist the District in ascertaining any adjustment in the Contract time or Contract Sum resulting from Contract modifications based on Consultant's response to an RFI.

#### **Task 10.4 - Assumptions.**

1. Consultant will review and respond to up to approximately 54 RFIs.
2. Review of RFIs in addition to the estimated number stated herein may be compensated pursuant to Task 11 Supplemental Services During Construction.

#### **Task 10.4 - Deliverables.**

1. Memoranda in PDF or Microsoft Word stating Consultant's responses to RFIs
2. Written notification of potential change orders due to RFI responses by Consultant
3. RFI documentation including drawings and specifications, including revised drawings and specifications, as necessary, all of which will be signed and stamped
4. Emails and verbal responses for input as requested by the District Project Manager with email follow-up documentation for all verbal responses

#### **10.5 Construction Change Order Assistance.**

The purpose of this subtask is for Consultant to provide support to the District with potential change orders, change orders, and related activities. The origination of the change orders may come from the District or the Contractor.

- 10.5.1 As requested by the District, Consultant will be required on an as-needed basis to design, write, or review change order documentation. Anticipated Consultant services may include: research and respond back to District whether work proposed by its construction Contractor warrants the need for a change order and whether it should be considered as extra work; review of design calculations and intent; review of cost estimates.
- 10.5.2 If a Change Order is required as the result of the probable error or omission with respect

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to the services performed, the Consultant must prepare and submit to the District, along with the Change Order documentation, a cost estimate for the value of Change Order Work. Only if determined by the District that the Change Order was not due to an error or omission on the part of the Consultant, Consultant will be compensated for preparation of Change Order.

#### **Task 10.5 - Deliverables.**

1. Change order documentation including signed and stamped drawings and specifications, and cost opinions
2. Review comments on District Project Manager's analyses of potential change orders
3. Emails and verbal responses for input as requested by the District's Project Manager with email follow-up documentation for all verbal responses

#### **10.6 Engineer-of-Record's Project Record Drawings.**

- A. Record Drawings are necessary to accurately depict changes resulting from field conditions, design changes, Project scope changes, or other causes since the initial Construction Contract Drawings (or bid set) were adopted by the District's Board of Directors and in accordance with the conformed documents prepared by Consultant, if any.

10.6.1 Consultant will prepare and maintain a set of Engineer-of-Record's Project Record Drawings by marking up on the full-size (22" x 34") conformed drawings from the design phase or redlining PDF drawings from the design phase with all changes and clarifications recommended by Consultant and accepted by District's Project Manager during Project construction. Such changes may be the result of information that was approved in RFIs, change orders, or field memoranda written by Consultant, as well as for other reasons.

10.6.2 The final Engineer-of-Record's Project Record Drawings (one set) will be submitted to District Project Manager within 15 working days of the District Project Manager's issuance of a Project completion letter to the Contractor. Consultant will complete work on this subtask as construction progresses to aid completion of the entire drawing set within the time period stipulated.

#### **Task 10.6 - Assumptions.**

1. Approximately ten new plan sheets will be prepared, signed and stamped by Consultant. Consultant will also label all remaining sheets not requiring revisions to ensure all sheets accurately reflect Project Record Drawings.
2. Preparation of Record Drawings in addition to the estimated quantity stated herein may be compensated pursuant to Task 11 Supplemental Services During Construction.

#### **Task 10.6 - Deliverables.**

1. Emailed memoranda in Adobe PDF of Microsoft Word presenting Consultant's evaluation of submittals, RFIs, Potential Change Order (PCO) requests, and change order proposals

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### **REVISED SCHEDULE D SCOPE OF SERVICES**

2. Written notification (via email) of potential change orders due to submittal review comment(s) by Consultant
3. RFI, submittal, and change order documentation including drawings, specifications, signed and stamped, and cost opinions (electronic sent via email)
4. Written comments of review of construction contractor's cost estimates, schedules, and schedules of values (electronic sent via email)
5. Review comments on District Project Manager analyses of potential change orders (electronic sent via e-mail) and Consultant's own independent analyses of such potential change orders
6. Emails and verbal responses for input as requested by the District's Project Manager with email follow-up documentation for all verbal responses
7. Final Engineer-of-Record's Project Record Drawings that include engineering changes recommended by Consultant and accepted by District Project Manager – one full-size copy and one set of DVDs with Adobe PDF and CADD files of these drawings

#### **10.7 Engineering Support for Dispute Resolution.**

- A. Consultant will perform engineering investigations and analyses and provide recommendations to assist the District in the resolution of construction Contractor's claims and disputes or other matters that may arise during construction, if requested by District. All of Consultant's investigations, analyses and recommendations will be summarized and provide in writing by Consultant, upon request by District.
- 10.7.1 Render written opinion/recommendations within 15 working days for claims, disputes and other matters in question between the District and construction Contractor.
- 10.7.2 Notify the District Project Manager immediately if more time is required, for reasonable cause, to respond to dispute, claim or other matters. Consultant's request for time extension is subject to District Project Manager's approval as confirmed by email.
- 10.7.3 Document events and activities accurately to provide a reliable basis for investigation at a later date.
  - 10.7.3.1 Maintain documentation and records on all relevant decisions and facts relating to disputes on an ongoing basis.
  - 10.7.3.2 Maintain said records in an orderly manner and make available to District personnel upon request.
- 10.7.4 Analyze claims for additional compensation submitted by Contractor and prepare responses.
- 10.7.5 When Contractor files a notice of potential claim or dispute in accordance with the Contract Documents, Consultant will:
  - 10.7.5.1 Compile any formal data, and records which pertain to Consultant's services relating to such claim;

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### REVISED SCHEDULE D SCOPE OF SERVICES

- 10.7.5.2 Prepare a summary of the dispute, by issue, clearly stating the Consultant's position on each issue;
- 10.7.5.3 Prepare a summary sheet with a chronological listing of events and/or items such as letters to Contractor, meetings, etc., and a brief statement of content; and
- 10.7.5.4 Document pertinent conversations with Contractor.
- 10.7.6 Compile additional documents such as:
  - a. Drawings, shop drawings and Technical Specifications with the areas in question highlighted or noted by other appropriate means.
  - b. Correspondence between Consultant and Contractor, Consultant and District, etc.
  - c. Any other documentation that supports the position of the Contractor and Consultant etc.
- 10.7.7 Prepare engineering sketches for PCOs or other purposes.
- 10.7.8 Coordinate work with Consultant's design engineers.
- 10.7.9 Participate in the Project's Dispute Review Board (DRB) process, as specified in the Project Contract Documents, Standard Provisions, Section 3.13, Dispute Review Board, including but not limited to the following activities: reviewing Contractor's dispute submittals and position papers; assisting District in preparing District's dispute submittals and position papers, including rebuttals or responses to Contractor's submittals and position papers and DRB meeting presentations; attending DRB meetings and hearings; and reviewing and commenting on DRB-issued recommendations for resolution of disputes, and their potential impact on the Project schedule and budget.
- 10.7.10 Participate in Partnering Workshops as specified in the Project Contract Documents, Standard Provisions Section 5.12 Partnering.
  - 10.7.10.1 Consultant's lead staff and project engineer shall participate in an initial two-day partnering workshop and subsequent one-day workshops to be conducted on a quarterly basis, if requested by District, or by Contractor and District agrees.
  - 10.7.10.2 Prepare questionnaires and lists of issues and concerns prior to each workshop.

#### **Task 10.7 - Assumptions.**

- 1. Consultant's written opinions/recommendations on disputes, claims or other matters in question between the District's Project Manager and construction contractor are subject to the provisions of the construction Contract Documents.
- 2. This subtask is limited to 200 hours. Additional engineering support may be scoped and paid for as Task 11 Supplemental Services During Construction.

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### REVISED SCHEDULE D SCOPE OF SERVICES

#### **Task 11 - Supplemental Services During Construction. (NEW)**

The District may require the Consultant to perform Supplemental Services on an as-needed basis. Prior to performing such Supplemental Services, the Consultant must receive an approved Task Order issued by the District and executed by both Parties. Refer to the Revised Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders and Revised Appendix Three, Task Order Template.

**11.1 Specific Supplemental Services.** Specific examples of possible Supplemental Services include:

11.1.1 Reviewing construction contractor's substitution and "or equal" requests.

**11.2 Additional Services:** Consultant will provide additional quantities of previously identified services as requested by District. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Task 10 as Task 11 Supplemental Services, to include but not be limited to:

11.2.1 Additional submittal or RFI review;

11.2.2 Additional construction change order preparation;

11.2.3 Additional schedule updates review;

11.2.4 Attendance at additional partnering sessions;

11.2.5 Additional meeting participation or site visits;

11.2.6 Additional on-site monitoring;

11.2.7 Additional training classes;

11.2.8 Additional factory testing witnessing;

11.2.9 Dispute resolution assistance; and

11.2.10 Other unanticipated services such as reviewing Contractor's value engineering proposals, mediation, and litigation support.

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

Revised Attachment One to Revised Schedule D - Fees and Payments (REVISED)

Revised Attachment Two to Revised Schedule D - Schedule of Completion (REVISED)

Revised Attachment Three to Revised Schedule D - Consultant's Key Staff and Subconsultants (REVISED)

Revised Attachment Four to Revised Schedule D - Reference Materials (REVISED)



## AMENDMENT NO. 3 TO AGREEMENT A3967A

### REVISED ATTACHMENT ONE TO REVISED SCHEDULE D FEES AND PAYMENTS

#### 1. Total Authorized Funding.

Total payment for Services performed, to the satisfaction of District, as described in the Schedule(s) will not exceed a total amount of **\$2,573,886** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

#### 2. Cost Breakdown.

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

##### COST BREAKDOWN

Task	Description	Original	Amendment No. 3	Total
1	Project Management	\$202,153		\$202,153
2	Data Collection and Investigations	\$519,002		\$519,002
3	Basis for Design	\$208,798		\$208,798
4	30 Percent Design Document Preparation	\$237,217		\$237,217
5	60 Percent Design Document Preparation	\$263,965		\$263,965
6	90 Percent Design Document Preparation	\$237,427		\$237,427
7	Final Design and Specifications	\$116,141		\$116,141
8	Bid and Award Services	\$15,505		\$15,505
9	Supplemental Services	\$318,546		\$318,546
10	Engineering Support During Construction		\$290,590	\$290,590
11	Supplemental Services During Construction		\$164,542	\$164,542
<b>Total Not-to-Exceed Fees</b>		<b>\$2,118,754</b>	<b>\$455,132</b>	<b>\$2,573,886</b>

##### NOTES:

1. Amendment Nos. 1 and 2 were no-cost amendments.
2. Remaining funds from completed tasks will be reallocated through a District internal administrative process.

#### 3. Terms and Conditions.

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

## **AMENDMENT NO. 3 TO AGREEMENT A3967A**

### **REVISED ATTACHMENT ONE TO REVISED SCHEDULE D FEES AND PAYMENTS**

1. The District will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
2. 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 Effective Date of this Agreement. Both Parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 3% 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 Design and Construction Division Deputy Operating Officer.

#### **B. Reimbursable Expenses.**

1. 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 District Project Manager will be billed on a monthly basis at actual cost plus 5% 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 monthly invoices submitted. The 5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.
2. Equipment purchased on behalf of the District that costs \$50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.
3. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval for such travel has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of taxi, rideshare, public transportation, or a

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### REVISED ATTACHMENT ONE TO REVISED SCHEDULE D FEES AND PAYMENTS

rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

- C. Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost.
- D. For staff with rates exceeding the rate of \$[RATE LIMIT] the Consultant shall obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]
- E. **Prevailing Wage Requirements.** [NOT USED]
  - 1. The Scope of Services described in Task [Insert applicable task number here] is considered by the District to be "Public Works" requiring the payment of prevailing wages. See the Revised Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages.
  - 2. 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>.

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

**HOURLY/UNIT RATE TABLE**

<b>CLASSIFICATION</b>	<b>MAY 24, 2016 ORIGINAL AGREEMENT</b>	<b>EFFECTIVE ON MAY 1, 2020</b>	<b>EFFECTIVE UPON COMMENCEMENT OF AMENDMENT NO. 3</b>
<b>Consultant: Wood Rodgers</b>			
Principal Engineer II	\$270.71	\$278.83	\$287.19
Principal Engineer I	\$248.76	\$256.22	\$263.91
Associate Engineer III	\$226.82	\$233.62	\$240.63
2 Man Survey Crew	\$225.54	\$232.31	\$239.28
Associate Engineer II	\$169.75	\$174.84	\$180.09
Associate Surveyor II	\$155.23	\$159.89	\$164.69
Associate Engineer I	\$146.34	\$150.73	\$155.25
1 Man Survey Crew	\$127.84	\$131.68	\$135.63
Engineer III	\$127.84	\$131.68	\$135.63
Surveyor III	\$127.84	\$131.68	\$135.63
Engineer II	\$111.10	\$114.43	\$117.86
Engineer I	\$88.27	\$90.92	\$93.65
Associate GIS III	\$207.06	\$213.27	\$219.67
Associate GIS II	\$168.93	\$174.00	\$179.22
Associate GIS I	\$130.88	\$134.81	\$138.85
GIS Technician III	\$114.14	\$117.56	\$121.09
CAD Technician III	\$103.49	\$106.59	\$109.79
Project Coordinator	\$106.53	\$109.73	\$113.02
<b>Subconsultant(s): Cal Engineering &amp; Geology, Inc.</b>			
Senior Principal	\$281.22	\$289.66	\$298.35
Principal Geologist	\$210.92	\$217.25	\$223.77
Associate Engineer	\$218.75	\$225.31	\$232.07
Senior Engineer	\$143.75	\$148.06	\$152.50
Senior Geologist	\$137.51	\$141.64	\$145.89
Project Engineer	\$115.63	\$119.10	\$122.67
Staff Geologist	\$65.62	\$67.59	\$69.62
Senior Technician	\$110.50	\$113.82	\$117.23
Technician	\$70.69	\$72.81	\$74.99
CADD Teach – Level 1	\$65.00	\$66.95	\$68.96
Senior Administrator	\$100.75	\$103.77	\$106.88
Clerical	\$69.87	\$71.97	\$74.13

**AMENDMENT NO. 3 TO AGREEMENT A3967A**

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

<b>CLASSIFICATION</b>	<b>MAY 24, 2016 ORIGINAL AGREEMENT</b>	<b>EFFECTIVE ON MAY 1, 2020</b>	<b>EFFECTIVE UPON COMMENCEMENT OF AMENDMENT NO. 3</b>
Project Assistant	\$55.25	\$56.91	\$58.62
Soils Tech	\$146.02	\$150.40	\$154.91
Soils Tech	\$185.99	\$191.57	\$197.32
Soils Tech	\$211.75	\$218.10	\$224.64
<b>Subconsultants(s): The Kleinfelder Group, Inc.</b>			
Principal	\$266.05	\$274.03	\$282.25
Senior Engineer	\$170.68	\$175.80	\$181.07
Project Engineer	\$140.46	\$144.67	\$149.01
Staff Engineer	\$112.40	\$115.77	\$119.24
CADD	\$118.24	\$121.79	\$125.44
PCS	\$75.23	\$77.49	\$79.81
<b>Subconsultants(s): Schaaf &amp; Wheeler</b>			
Project Manager	\$220.00	\$226.60	\$233.40
Project Engineer	\$220.00	\$226.60	\$233.40
Senior Engineer	\$173.03	\$178.22	\$183.57
Associate Engineer	\$138.42	\$142.57	\$146.85
Staff Engineer	\$120.33	\$123.94	\$127.66
Designer	\$110.11	\$113.41	\$116.81
Junior Engineer	\$99.10	\$102.07	\$105.13
Technician	\$78.65	\$81.01	\$83.44
<b>Subconsultants(s): Tetra Tech</b>			
Program Director/Project Director	\$277.44	\$285.76	\$294.33
Design Manager/Sr. Project Engineer	\$238.66	\$245.82	\$253.19
Engineer V	\$182.90	\$188.39	\$194.04
Engineer IV	\$152.14	\$156.70	\$161.40
Engineer II	\$125.15	\$128.90	\$132.77
Engineer I	\$104.68	\$107.82	\$111.05
Drafter/GIS	\$95.22	\$98.08	\$101.02
QA/QC Engineer	\$212.52	\$218.90	\$225.47
Administrative	\$102.68	\$105.76	\$108.93
<b>Subconsultants(s): WRA</b>			
Principal	\$183.03	\$188.52	\$194.18

**AMENDMENT NO. 3 TO AGREEMENT A3967A**

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

<b>CLASSIFICATION</b>	<b>MAY 24, 2016 ORIGINAL AGREEMENT</b>	<b>EFFECTIVE ON MAY 1, 2020</b>	<b>EFFECTIVE UPON COMMENCEMENT OF AMENDMENT NO. 3</b>
Associate Landscape Architect	\$126.78	\$130.58	\$134.50
Accountant	\$115.68	\$119.15	\$122.72
Scientist	\$92.51	\$95.29	\$98.15
Landscape Designer	\$86.39	\$88.98	\$91.65
Administrative Assistant	\$82.00	\$84.46	\$86.99

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## AMENDMENT NO. 3 TO AGREEMENT A3967A

### REVISED ATTACHMENT TWO TO REVISED SCHEDULE D SCHEDULE OF COMPLETION

1. This Agreement commences on the Effective Date, subject to accomplishment of all of the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on **December 31, 2023** unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
3. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

#### PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Term of Agreement
2	Data Collection and Investigations	Completed
3	Basis for Design	Completed
4	30% Design Document Preparation	Completed
5	60% Design Document Preparation	Completed
6	90% Design Document Preparation	51
7	Final Design and Specifications	52
8	Bid and Award Services	54
9	Supplemental Services	Term of Agreement
10	Engineering Support During Construction	Term of Agreement
11	Supplemental Services During Construction	Term of Agreement

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**AMENDMENT NO. 3 TO AGREEMENT A3967A****REVISED ATTACHMENT THREE TO REVISED SCHEDULE D  
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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

<b>Team Member</b>	<b>Project Role</b>	<b>Contact Information</b>
Dan Matthies	Principal-in-Charge/Project Manager	180 Grand Avenue, Suite 775 Oakland, CA 94612 (510) 208-2400 dmatthies@woodrodgers.com
Jonathan Kors	Quality Assurance/Quality Control	3301 C Street, Bldg. 100B Sacramento, CA 95816 (916) 341-7760 jkors@woodrodgers.com
Lynette Marshall	Assistant Project Manager	3301 C Street, Bldg. 100B Sacramento, CA 95816 (916) 341-7760 lmarshall@woodrodgers.com
Carlos Contreras	Design	3301 C Street, Bldg. 100B Sacramento, CA 95816 (916) 341-7760 ccontreras@woodrodgers.com
Cheng Soo	Design	180 Grand Avenue, Suite 400 Oakland, CA 94612 (510) 208-2400 csoo@woodrodgers.com
Pete Blum	Utility Relocation	3301 C Street, Bldg. 100B Sacramento, CA 95816 (916) 341-7760 pblum@woodrodgers.com
Anthony Johnson	Floodwall Design	3301 C Street, Bldg. 100B Sacramento, CA 95816 (916) 341-7760 ajohnson@woodrodgers.com
Gerard Murdock	Floodwall Design	3301 C Street, Bldg. 100B Sacramento, CA 95816 (916) 341-7760 gmurdock@woodrodgers.com

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**AMENDMENT NO. 3 TO AGREEMENT A3967A**

**REVISED ATTACHMENT THREE TO REVISED SCHEDULE D  
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

2. The following Subconsultants are authorized to perform Services on the Project:

<b>Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
Tetra Tech	Civil Design	Aric Torreyson 800 West 6th Street, Suite 380 Los Angeles, CA 90017 (213) 327-0800 aric.torreyson@tetrattech.com
Cal Engineering & Geology	Geotechnical	Phil Gregory 1870 Olympic Boulevard, Suite 100 Walnut Creek, CA 94596 (925) 935-9771 pgregory@caleng.com
Kleinfelder	Geotechnical	Eric Hinzl 1330 Broadway, Suite 1200 Oakland, CA 94612 (510) 628-9000 EHinzl@kleinfelder.com
Schaaf & Wheeler	Hydraulics	Chuck Anderson 1171 Homestead Road, Suite 255 Santa Clara, CA 95050 (408) 246-4848 canderson@swwsv.com
WRA	Landscape Design	Ingrid Morken 2169-G East Francisco Blvd San Rafael, CA 94901 (415) 454-8868 morken@wra-ca.com

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**AMENDMENT NO. 3 TO AGREEMENT A3967A**

**REVISED ATTACHMENT FOUR TO REVISED SCHEDULE D**

**REFERENCE MATERIALS**

<b>Ref No.</b>	<b>Description</b>
1	Quality and Environmental Management System (QEMS) Fact-Sheet.
2	Santa Clara Valley Water District Non-Disclosure Agreement (NDA).
3	Personal NDA (PNDA).
4	AMEC Geomatrix, Inc. "Geotechnical Investigation; Lower Penitencia Creek Levee Recertification; Milpitas, California." July 2009.
5	Reimer Associates. "Cadillac Fairview Business Park; Plans for the Improvement of California Circle Bridge; Northerly Crossing of Penitencia Creek; Milpitas, California; Contract #3; Record Drawings." November 1982.
6	Reimer Associates. "California Landing; Plans for the Improvement of California Circle and Milmont Drive Bridge; As-Built Drawings." April 1991.
7	Santa Clara Valley Water District. "Lower Penitencia Creek Improvements Project, Coyote Creek to Berryessa Creek; Problem Definition and Refined Objectives Report." July 2013.
8	Santa Clara Valley Water District. "Lower Penitencia Creek Improvements Project Staff-Recommended Alternative Report." September 2015.
9	Schaaf & Wheeler Consulting Civil Engineers. "Recertification of Provisionally Accredited Levee P52 on Lower Penitencia Creek in Milpitas, California (Community No. 060344)." July 2009.
10	Schaaf & Wheeler Consulting Civil Engineers. HEC-RAS Model for Recertification of Provisionally Accredited Levee P52, Lower Penitencia Creek in Milpitas, California. July 2009.
11	Santa Clara Valley Water District Standards for GIS Products July 2017 version.

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