

**AMENDMENT NO. 1 TO AGREEMENT A4158A  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT  
AND NORTHGATE ENVIRONMENTAL MANAGEMENT, INC.**

This Amendment No. 1 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consultant Agreement A4158A (Agreement) dated July 6, 2018, between SANTA CLARA VALLEY WATER DISTRICT (District) and NORTHGATE ENVIRONMENTAL MANAGEMENT, INC., (Consultant), collectively, the Parties.

**RECITALS**

**WHEREAS**, Consultant is currently providing professional on-call environmental site assessment, remedial design, storm water management, and engineering services for the District;

**WHEREAS**, the Agreement currently expires on July 6, 2021; and

**WHEREAS**, the Parties desire to extend the term of the Agreement; increase the Not-To-Exceed fee to provide additional funds for Consultant to continue performing services; update the Standard On-Call Consultant Agreement language; and incorporate administrative changes.

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

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

“19. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed, and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

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.

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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 Valley Water for the services described in this Agreement. The District 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 District to appropriate funds for purposes of this Agreement.

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

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

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

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

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

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

Attachment One to Schedule OC - Fees and Payments (REVISED)

Attachment Two to Schedule OC - Schedule of Completion (REVISED)

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

Attachment Four to Schedule OC - Reference Materials (UNCHANGED)."

2. Appendix Four to the Standard On-Call Consultant Agreement, Insurance Requirements, is amended as set forth in the Revised Appendix Four to the Revised Standard On-Call Consultant Agreement, Insurance Requirements, attached hereto and incorporated herein by this reference.

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3. Schedule OC – Scope of Services, Section 1. is amended to state as follows:

**“1. REPRESENTATIVES**

- 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's Project Manager.

Uday V. Mandlekar (District Project Manager)  
Senior Engineer  
Water Utility Capital Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-630-2732  
Email: [umandlekar@valleywater.org](mailto:umandlekar@valleywater.org)

Tim Bramer (District Unit Manager)  
Construction Manager  
Water Utility Capital Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-630-3794  
Email: [tbramer@valleywater.org](mailto:tbramer@valleywater.org)

Heath McMahon (Deputy Operating Officer)  
Water Utility Capital Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-630-3126  
Email: [hcmcmahon@valleywater.org](mailto:hcmcmahon@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.

Dennis Laduzinsky (Consultant Project Manager or CPM)  
Associate  
428 13<sup>th</sup> Street, 4<sup>th</sup> Floor  
Oakland, CA 94612

Phone: 925-270-6710 (mobile) 510-839-0688 (office)  
Email: [dennis@ngem.com](mailto:dennis@ngem.com)

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- C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, subsection 18. Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Nancy Hendrickson (Consultant Principal Officer or CPO)  
Principal  
428 13<sup>th</sup> Street, 4<sup>th</sup> Floor  
Oakland, CA 94612

Phone: 510-703-5499 (mobile) 510-839-0688, ext. 214  
Email: [nancy.hendrickson@ngem.com](mailto:nancy.hendrickson@ngem.com)

4. Attachment One to Schedule OC - Fees and Payments is amended as set forth in the Revised Attachment One to Revised Schedule OC, Fees and Payments, attached hereto and incorporated herein by this reference.
5. Attachment Two to Schedule OC - Schedule of Completion is amended as set forth in the Revised Attachment Two to Revised Schedule OC, Schedule of Completion, attached hereto and incorporated herein by this reference.
6. Attachment Three to Schedule OC - Consultant's Key Staff and Subconsultants is amended as set forth in the Revised Attachment Three to Revised Schedule OC, Consultants Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.
7. All other terms and conditions of the Agreement not otherwise amended as stated herein remain in full force and effect.

**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A4158A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

**SANTA CLARA VALLEY WATER DISTRICT**  
District

**NORTHGATE ENVIRONMENTAL  
MANAGEMENT, INC.**  
Consultant

By: \_\_\_\_\_  
Chair, Board of Directors

By: \_\_\_\_\_  
Nancy Hendrickson  
Principal

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

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

ATTEST:

Consultant's Address:  
428 13<sup>th</sup> Street, 4<sup>th</sup> Floor  
Oakland, CA 94612

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

**AMENDMENT NO. 1 TO AGREEMENT A4158A  
REVISED APPENDIX FOUR  
TO REVISED STANDARD ON-CALL 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" or "Valley Water"), 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 Revised Appendix Four Insurance Requirements 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](mailto: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:

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**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement A4158A / CAS No. 4825**

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

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

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

**If Consultant receives any notice that any of the insurance policies required by this 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](mailto: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 A4158A / CAS No. 4825**

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

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INSURANCE REQUIREMENTS**

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:

**\$2,000,000** per claim/ **\$2,000,000** aggregate

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

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

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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 (for both on-going and completed operations) and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by the District. **NOTE:** This section does not apply to the Workers' Compensation and Professional Liability policies.

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses



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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. **Required Coverages:** The required Per-Occurrence and Aggregate limits can be met using a combination of primary and excess (umbrella) coverages.
11. **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>(\$2,000,000)</b>	
	B.	Cancellation Endorsement	

Appendix IV ConsultantGL2AL2PL2\_rev. 7.20.20/CAS rev. 11.01.20

**AMENDMENT NO. 1 TO AGREEMENT A4158A  
REVISED SCHEDULE OC  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

**1. Total Authorized Funding**

Total payment for Services performed, to the satisfaction of District, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **\$700,000 (Not-to-Exceed Fees or NTE)**. Under no conditions will the total compensation to the Consultant exceed this NTE payment 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. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by the District may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement.**

**2. Terms and Conditions**

Payments for Services performed, as described in each Task Order, which applies to the specific Services, will be based on the following terms:

- A. The District will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly Rate and Unit Rate Schedule(s) and Exhibit A Cost Spreadsheets.
- B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or **2%** 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 Deputy Operating Officer.
- C. 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, and Subconsultant and vender services. These other direct expenses may be billed at actual cost plus 5% linked to each Task Order, as approved by the District's Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with invoices submitted.

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REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

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 expenses are reimbursed at actual cost. Travel, including air travel, overnight accommodations, and meals, required for performance of this Agreement will be paid per diem at 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 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.
- D. Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 3%. Consultant shall provide invoices for all such services regardless of cost.
- E. For staff with rates exceeding the rate of \$282/hour the Consultant must obtain prior written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project.

*(HOURLY RATE AND UNIT RATE SCHEDULES BEGIN ON FOLLOWING PAGE)*

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REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

**HOURLY RATE SCHEDULE (REVISED)**

<b>Classification/Staff</b>	<b>ORIGINAL HOURLY /UNIT RATE</b>	<b>HOURLY/UNIT RATE EFFECTIVE 7/6/2019</b>	<b>HOURLY/UNIT RATE EFFECTIVE 7/23/20</b>
<b>Consultant: Northgate Environmental Management</b>			
Principal/Project Manager	\$224.56	\$229.05	\$233.63
Associate II	\$202.37	\$206.42	\$210.55
Associate I	\$188.08	\$191.84	\$195.68
Senior II	\$153.07	\$156.13	\$159.25
Senior I	\$135.51	\$138.22	\$140.98
Project II	\$125.46	\$127.97	\$130.53
Project I	\$115.84	\$118.16	\$120.52
Staff II	\$108.75	\$110.93	\$113.15
Staff I	\$97.91	\$99.87	\$101.87
Senior CAD	\$105.40	\$107.51	\$109.66
Admin Asst II	\$102.05	\$104.09	\$106.17
Admin Assistant I	\$75.76	\$77.28	\$78.83
<b>Subconsultant: Acumen Industrial Hygiene</b>			
Principal	\$150.00	\$153.00	\$156.06
IH III (PM)	\$95.70	\$97.61	\$99.56
CAC	\$85.80	\$87.52	\$89.27
Field Tech	\$75.90	\$77.42	\$79.97
Project Support	\$30.53	\$31.14	\$31.76
<b>Subconsultant: Larry Walker Associates</b>			
Principal	\$271.00	\$276.42	\$282.00
Associate	\$224.00	\$228.48	\$233.00
Senior	\$178.00	\$181.56	\$185.00
Project IIA	\$144.00	\$146.88	\$150.00
Project IIB	\$121.00	\$123.42	\$126.00
Project IA	\$117.00	\$119.34	\$122.00
Project IC	\$87.00	\$88.74	\$91.00
Contract Admin	\$124.00	\$126.48	\$129.00
Admin Asst	\$77.00	\$78.54	\$80.00
<b>Subconsultant: Gregg Drilling</b>			
Principal	\$224.56	\$229.05	\$233.63
Project I	\$115.84	\$118.16	\$120.52
Staff II	\$108.75	\$110.93	\$113.15
Staff I	\$97.91	\$99.87	\$101.87

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REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>Classification/Staff</b>	<b>ORIGINAL HOURLY /UNIT RATE</b>	<b>HOURLY/UNIT RATE EFFECTIVE 7/6/2019</b>	<b>HOURLY/UNIT RATE EFFECTIVE 7/23/20</b>
Cost Operator	\$105.40	\$107.51	\$109.66
Administrative Assistant	\$102.05	\$104.09	\$106.17
<b>Subconsultant: Scantech</b>			
Locator	\$137.50	\$140.25	\$143.06

NOTES: Revised rates listed above were approved by District per letter dated September 9, 2019 to Consultant stating effective date of July 6, 2019 and were formally incorporated in this Amendment No. 1.

**UNIT RATE SCHEDULES INCLUDING EXHIBIT A COST SPREADSHEETS (REVISED)**

<b>Subconsultant: Torrent Laboratory Inc.</b>		
<b>ANALYSIS</b>	<b>METHOD</b>	<b>UNIT RATE</b>
<b>Air Analysis</b>		
TO14A/TO-15 (canister   Tedlar bag)	TO-14A/TO-15	\$195.00
PCE & 5 Breakdown Compounds (TCE   1,1-DCE   cis-1,2-DCE   trans-1,2-DCE   Vinyl Chloride)	TO-14A/TO-15	\$150.00
TO-14A/TO-15 VOCs by SIM (low-level, certified Summa canisters required)	TO-14A SIM/TO-15 SIM	\$250.00
Leak Check Compound (LCC) 1,1- or 1,2-Difluoroethane by TIC	TO-14A/TO-15	No charge
TPH Gas	TO-3 Mod./TO-15	\$100.00
MTBE-BTEX	TO-14A/TO-15	\$100.00
TPH Gas + MBTEX	TO-3 M & TO-14AM	\$150.00
TPH Gas + BTEX + 5 Oxygenates	TO-3 M/TO-14A Mod.	\$195.00
TPH Gas + Full-list TO-15	TO-3 M/TO-15	\$275.00
Fixed Gases (N2, H2, He, O2, CO, CO2, Methane, Ethane, and Ethene)	ASTM D-1946	\$150.00

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REVISED SCHEDULE OC  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>ANALYSIS</b>	<b>METHOD</b>	<b>RATE</b>
Sulfur Compounds (Hydrogen Sulfide and others)	ASTM D 5504M	\$225
Leak Check Compound (LCC) (Helium gas only)	ASTM D-1946	\$50.00
One Fixed Gas	ASTM D-1946	\$75.00
Each Additional Fixed Gas	ASTM D-1946	\$75.00
Non-methane Organic Carbon (NMOC)	EPA 25/TO12 Mod.	\$150.00
Hydrocarbon Fractionation	Varies	Contact lab for pricing
Air Equipment: <u>5 days prior notice is required</u> for certified-clean canisters and recommended for batch-cleaned canisters.		
Canister (rental, batch-cleaned)		No charge
Canister (rental, individually certified clean)		\$100
Regulator (rental)		No charge
Manifold (rental)		No charge
Tedlar Bags		Please request a quote
<b>TO-17</b>		
TO-17 Volatile list	TO-17	\$195.00
TO-17 SIM	TO-17 SIM	\$250.00
TO-17 (GRO only)	TO-17	\$100.00
TO-17 (DRO only)	TO-17	\$100.00
TO-17 + GRO	TO-17	\$275.00
TO-17 + DRO	TO-17	\$275.00

<b>ANALYSIS</b>	<b>METHOD</b>	<b>RATE</b>
TO-17 + GRO + DRO	TO-17	\$325.00
Transfer air from bag to tube		\$100.00
Stainless Steel Tubes for TO-17		\$25.00
TO-10A (low-volume) PCBs/Pesticides/PCBs + Pesticides	TO-10A	\$200.00
TO-11 Formaldehyde	TO-11	\$175.00
TO-13A PAHs	TO-13A	\$195
TO-17 (self-certified TD Tube)	TO-17	\$100.00

<b>General Chemistry</b>		
Ammonia	350.3	\$35.00
Unionized Ammonia	SM4500-NH3 F	\$35.00
TKN	SM 4500 Norg	\$65
Alkalinity (Carbonate, Bicarbonate, Hydroxide)	310.2	\$35.00
Anions by Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, Bromide, Sulfate, and Ortho-Phosphate)	300.0	\$120.00

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Single Anion	300.0	\$65.00
Extraction Preparation for Soil for Anions	300.0	\$15.00
Chemical Oxygen Demand (COD)	410.4	\$65.00
Biological Oxygen Demand (BOD)	EPA 5210B	\$150.00
Chlorine (residual)	330.5	\$50.00
Color	110.2M	\$35.00
<b>ANALYSIS</b>	<b>METHOD</b>	<b>RATE</b>
Total Cyanide	335.2/9010	\$95.00
Amenable Cyanide	335.1	\$150.00
Free Cyanide	335.2	\$95.00
Ferrous Iron	HACH 8146	\$65.00
Ferric Iron	6010B & HACH 8146	\$85.00
Fluoride	340.2	\$65.00
General Minerals (anions, cations, alkalinity, specific conductance, hardness, pH, TSS, and TDS)	Various	\$310.00
Hardness	6010B	\$45.00
Hexavalent Chromium	218.6/7199	\$75.00
Hexavalent Chromium (soil)	218.6/7199	\$90.00
Moisture Content/Total Solids (soil)	160.3	\$30.00
Odor	SM2150B	\$65.00
Perchlorate	314.0/Mod. 314.0	\$75.00
Perchlorate (LC-MS)	331.0	\$195.00
Perchlorate, Anions extraction fee (For soil/solid matrix)		\$15
pH (corrosivity in water)	150.1	\$15.00
pH (corrosivity in soil)	9045C	\$25.00
pH (in the field)	150.1	\$165.00
Phenols (total)	420.1	\$95.00
Phosphorus	365.2	\$65.00
<b>ANALYSIS</b>	<b>METHOD</b>	<b>RATE</b>
RCI (Reactivity Cyanide/Sulfide, Corrosivity, and Ignitibility)	SW 846	\$300.00
Specific Conductance	120.1	\$35.00
Storm Water Parameters: 4 Metals, pH, Specific Conductance, TOC and TSS	Various	\$250.00
Storm Water Parameters: 4 Metals, pH, Specific Conductance, Oil & Grease and TSS	Various	\$270.00
Total Organic Carbon (TOC) in Water	415.1	\$75.00
Total Organic Carbon (TOC) in Soil	415.1M	\$100.00
Sulfide (total)	376.1	\$45.00
Total Dissolved Solids (TDS)	160.1	\$35.00
Total Settleable Solids (SS)	160.5	\$35.00
Total Suspended Solids (TSS)	160.2	\$35.00



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Turbidity	180.1	\$35.00
Sample Preparation for Matrices Other Than Aqueous or Soil		\$125.00 per sample
Compositing Soil/Water Sample (e.g., 4:1 = \$40)		\$10.00 per sample container
0.45-micron Filtration		\$10.00 per sample
Surfactants (MBAS)	SM 5540 C	\$65
<b>Metals Chemistry</b>		
CAM 17 Metals (ICP/CVAA)	6010B/200.7/7470/7471	\$125.00

<b>ANALYSIS</b>	<b>METHOD</b>	<b>RATE</b>
CAM 17 Metals (ICPMS/CVAA)	6020/200.8/7470/7471	\$195.00
Priority Pollutant 13 Metals	6010B/200.7/7470/7471	\$125.00
RCRA 8 Metals	6010B/200.7/7470/7471	\$115.00
LUFT 5 Metals	6010B/200.7	\$95.00
Digestion Fee (ICP metals)	200.2/3010	\$5.00
Digestion Fee (ICPMS metals)	200.8	\$15.00
Single Metal Analysis (ICP)	6010B/200.7	\$25.00
Single Metal Analysis (ICPMS)	6020/200.8	\$35.00
Mercury	245.1/7470	\$45.00
Precious Metals	6010B/200.7	\$65.00
Special (or, non-routine) Metals	6010B/200.7	\$125.00
Precious Metal Standard (if necessary)	6010B/200.7	Contact lab for pricing
<b>Organic Chemistry</b>		
Volatile Organic Compounds	8260B/624	\$125.00
Halogenated Volatile Organic Compounds (HVOCs)	8010 (by 8260B/624)	\$85.00
PCE & 5 Breakdown Compounds (TCE/1,1-DCE/cis-1,2-DCE/trans-1,2-DCE/Vinyl Chloride)	8010 (by 8260B)	\$75.00
5 Oxygenates (MTBE, TAME, DIPE, ETBE, and Tert-Butanol)	8260B	\$75.00
5 Oxygenates + 2 Lead Scavengers	8260B	\$85.00
TPH Gas + Full-list VOCs	8260B	\$135.00

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<b>ANALYSIS</b>	<b>METHOD</b>	<b>RATE</b>
TPH Gas (C5–C12 carbon range)	8015B/8260B	\$45.00
TPPH Speciation (1) <sup>2</sup> and (2) <sup>3</sup>	8015B	\$150.00
Hydrocarbon Fractionation (aliphatic/aromatic)	Varies	Contact lab for pricing
BTEX + MTBE	8260B	\$50.00
TPH Gas + BTEX + MTBE	8260B	\$65.00
TPH Gas + BTEX + 5 Oxygenates + 2 Lead Scavengers	8260B	\$100.00
TPH Gas + BTEX + 5 Oxygenates	8260B	\$100.00
BTEX + 5 Oxygenates + 2 Lead Scavengers	8260B	\$85.00
BTEX + 5 Oxygenates	8260B	\$75.00
Methanol + Ethanol (both as TICs)	8260B	\$25.00 each
Methanol + Ethanol (GC)	8015B	\$150.00
Ethanol (GCMS)	8260B	\$75.00
BTEX + 5 Oxygenates	8260B	\$75.00
TPH Diesel (C10–C22 carbon range)	8015B	\$55.00
TPH Diesel + Motor Oil (C10–C40 carbon range)	8015B	\$65.00
Silica Gel Cleanup		\$20.00
TEPH Speciation (1) <sup>4</sup> and (2) <sup>5</sup>	8015B	\$425.00
TEPH Speciation (3) <sup>6</sup>	8015B	\$150.00
TEPH (2 HC ranges [C10–C22 + C16–C40] with silica gel cleanup)	8015B	\$85.00

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<b>ANALYSIS</b>	<b>METHOD</b>	<b>RATE</b>
Pesticides	8081A	\$90.00
Pesticides + Florisil Cleanup	8081A	\$155.00
PCBs	8082	\$60.00
Pesticides + PCBs	8081A/8082	\$125.00
PAHs (HPLC)	8310	\$195.00
Explosives (HPLC)	8330	\$195.00
Formaldehyde (HPLC)	8315	\$195.00
Semi-volatile Organic Compounds (Soil)	8270C	\$180.00
Semi-volatile Organic Compounds (Soil)	8270C SIM	\$225
Semi-volatile Organic Compounds (Water)	8270C/8270C SIM	\$225.00
Semi-volatile Organic Compounds	625	\$325.00
Creosote Markers (2-Methyl Phenol + 4-Methyl Phenol + PAHs) (GCMS)	8270C	\$180.00
Creosote, total pattern by GC	8015M	\$150.00
Tentatively Identified Compounds (TICs)	8260B/8270C	\$100.00 for first 5 compounds (\$20.00 for each additional compound)
PAHs (PNAs)	8270C	\$150.00
PAHs (PNAs) Low Level	8270C SIM	\$195.00
Oil & Grease (in water)	1664A	\$125.00

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<b>ANALYSIS</b>	<b>METHOD</b>	<b>RATE</b>
Oil & Grease (in Soil)	1664A_Mod	\$125.00
TCLP Extraction	1311	\$75.00
STLC Extraction	Title 22	\$75.00
GPC Cleanup	3640A	\$65.00
Florisil Cleanup	3520	\$65.00
Sample Preparation for Matrices Other Than Aqueous or Soil		\$125.00 per sample
Compositing Soil + Water Sample (ex. 4:1 = \$40)		\$10.00 per sample
0.45-micron Filtration		\$10.00 per sample
<b>Drinking Water</b>		
Total Coliform + E. Coli	SM9223	\$125
Total Coliform (HPC)	SM9223	\$125
Total Coliform + E. Coli	SM9223	\$125
Total Coliform (HPC)	SM9223	\$125
Single Anion	300.0	\$65.00
Chlorine (total + residual)	SM4500-CI G	\$50.00
Color	110.2M	\$35.00
Hardness	SM2340B	\$45.00
Hexavalent Chromium	218.6	\$75.00
Odor	SM2150B	\$65.00
Perchlorate	314.0/Mod. 314.0	\$75.00

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<b>ANALYSIS</b>	<b>METHOD</b>	<b>RATE</b>
pH (corrosivity in water)	150.1	\$15.00
Conductivity	SM2510B	\$35.00
Total Dissolved Solids	SM2540C/EPA 160.1	\$35.00
Single Metal (ICP)	200.7	\$30.00 per metal
ICP Digestion		\$5.00
Single Metal (ICP-MS)	200.8	\$35.00 per metal
ICP-MS Digestion		\$15.00
Turbidity	180.1	\$35.00
Trihalomethanes (THMs)	EPA 524.2	\$85.00
Halo Acetic Acids (HAAs)	EPA 552	\$250.00
VOCs	EPA 524	\$250.00
<b>Industrial Hygiene</b>		
Dust (total)	NIOSH 500	\$50.00
Dust (respirable)	NIOSH 600	\$50.00
TPH Diesel	NIOSH 1550 Mod.	\$100.00
CAM-17 Metal Scan (ICP)	NIOSH 7300 + 6009	\$175.00
CAM-17 Metal Scan (ICPMS)	NIOSH 7300 + 6009	\$225.00
Single Metals (ICP)	NIOSH 7300	\$50.00 per metal
Metals (ICPMS)	NIOSH 7300	\$50.00 per metal
Mercury	NIOSH 6009	\$50.00

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<b>ANALYSIS</b>	<b>METHOD</b>	<b>RATE</b>
Metals Digestion	NIOSH 7300 (or, equivalent method)	\$15.00 per sample
Inorganic Acids (anions)	NIOSH 7903	\$120.00
Hexavalent Chromium (disk/filter)	NIOSH 7605/ OSHA ID-215	\$75.00
Inorganic Acids (anions)		\$120.00 each
Extraction for Disk/Filter		\$15.00 each
VOCs	TO-15	\$195.00
VOCs + Ambient Air + SIM	TO-15 SIM	\$250.00
Pesticides/PCB	TO-10/TO-4	\$150.00
PAHs	TO-13	\$200.00
Pump (rental)		\$100.00 per week
Sorbent Tubes	NIOSH 1550	Please request a quote
PUF Cartridges + Housing (low-volume)		Please request a quote
Other Disk + Media Cartridges Available		Please request a quote

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EXHIBIT A  
COST SPREADSHEETS (REVISED)

TABLE 2  
Phase I HSLA Cost Summary (i)

LABOR COSTS:		EDR/Records Review (ii)		Site Walk/Interviews (iii)		Evaluation and Report (iv)		TOTAL	TOTAL
STAFF CATEGORY	RATE	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	UNITS/HRS	COST
Principal	\$233.63	1	\$234	0.5	\$117	1	\$234	2.5	\$584
Staff II	\$113.15	3	\$339	4	\$453	4	\$453	11	\$1,245
Staff I	\$101.87	4	\$407		\$0	6	\$611	10	\$1,019
Administrative Assistant	\$106.17		\$0		\$0	3	\$319	3	\$319
CAD Operator	\$109.66		\$0		\$0	1.5	\$164	1.5	\$164
Labor & Direct Cost Subtotals		8.0	\$981	4.5	\$569	15.5	\$1,780	28.0	\$3,330
REIMBURSABLE EXPENSES:									
ITEM	RATE	Unit	Extended	Unit	Extended	Unit	Extended	Subtotal	Total Cost
EDR Standard Package	\$350.00	1	\$350		\$0		\$0	\$350	\$350
Mileage	\$0.65		\$0	65	\$42		\$0	\$42	\$42
Reimbursable Cost Subtotal (3% Markup)			\$361		\$44		\$0	\$404	\$404
TOTAL PHASE I HSLA COST									\$3,734
OPTIONAL EXPENSES (v):									
ITEM	RATE	Unit	Extended	Unit	Extended	Unit	Extended	Subtotal	Total Cost
EDR Environmental Lien Search (vi)	\$300.00	1	\$350		\$0		\$0	\$350	\$350
EDR Chain-of-Title Search (vi)	\$700.00	1	\$700		\$0		\$0	\$700	\$700
Optional Expense Subtotal (3% Markup)			\$1,082		\$0		\$0	\$1,082	\$1,082

Notes and Assumptions

(i): Typical Phase I Site: Up to 5 single family residences or 3 similar commercial structures totaling 1 - 5 acres.

(ii): Assumes agency file reviews performed as required by current ASTM, AAI Rule.  
Northgate will prepare the User questionnaire required under ASTM on behalf of the District by contacting District staff, current site owner and representatives including site occupants, tenants, managers in order for the District to meet the Landowner Liability Protections required by applicable laws. District will provide all available information related to the User questionnaire to Northgate. Northgate will complete and include in reports its HSLA questionnaire that, at a minimum, meet s the ASTM User Questionnaire requirements.

(iii): Right of Entry (ROE) granted when work is authorized by District. Consultant shall perform Site Reconnaissance without it.  
Northgate will include a Site Reconnaissance Worksheet for all HSLAs for (a) Subject Property: Current and Past property use, other uses, RECS and Typical Site Walk Observations, e.g. Soil/Pavement condition, water wastewater observations, storage tanks, asbestos, PCBs (transformers), etc., and (b) Surrounding property information: property descriptions (current/past uses), environmental concerns from adjoining properties to the extent feasible.

(iv): Reports: 1 electronic draft, 3 bound final reports, 2 electronic final reports.

(v): Assumes Chain of Title and Environmental Lien Documents supplied by District, Optional Cost Incurred if obtained by Northgate.

(vi): Assumes two APNs per site with one owner (EDR Costs \$350/APN for chain of title, \$250 for 1st APN Lien Search + \$50 for 2nd APN).  
Northgate will review District-provided Title documents and assess and report concerns about any environmental lien information related to Subject Property.

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EXHIBIT A  
COST SPREADSHEETS (REVISED)

TABLE 3  
Phase II HSLA  
Soil and Groundwater Sampling  
Evaluation and Report

LABOR COSTS:		Project Management/ Coordination		Hasp/ Mobilization/ Pre-Field		Collect Soil and Groundwater Samples (GeoProbe)		Install Groundwater Monitoring Wells (Hollow-Stem Augers)		Data Evaluation and Report		TOTAL	TOTAL
STAFF CATEGORY	RATE	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	COST
Principal	\$233.63	1	\$234	0.5	\$117		\$0		\$0	1	\$234	3	\$584
Project I	\$120.52	2	\$241	1	\$121	2	\$241	2	\$241	4	\$482	11	\$1,326
Staff II	\$113.15	2	\$226	4	\$453	4	\$453	10	\$1,132	8	\$905	28	\$3,168
Staff I	\$101.87		\$0	4	\$407	10	\$1,019	4	\$407	16	\$1,630	34	\$3,464
Cad Operator	\$109.66		\$0		\$0		\$0		\$0	4	\$439	4	\$439
Administrative Assistant	\$106.17	1	\$106	1	\$106		\$0		\$0	5	\$531	7	\$743
Labor Cost Subtotals		6	\$807	11	\$1,204	16	\$1,712	16	\$1,780	38	\$4,220	87	\$9,723
REIMBURSABLE EXPENSES:													
ITEM	RATE	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Subtotal	Total Cost
Subcontractor-Gregg Drilling (GeoProbe)													
GeoProbe	/hr	\$225				10	\$2,250					10	\$2,250
Mob/Demob	/hr	\$200				3	\$600					3	\$600
Temp PVC Casing	/ft	\$4.50				150	\$675					150	\$675
Expendables	/day	\$250				1	\$250					1	\$250
Subcontractor - Gregg Drilling (Hollow-Stem Auger)													
Hollow Stem Auger Rig	/hr	\$260						10	\$2,600			10	\$2,600
Mob/Demob	/hr	\$200						3	\$600			3	\$600
Well Construction Materials	/ft	\$20						60	\$1,200			60	\$1,200
Christy Box/Surface Completion	each	\$130						2	\$260			2	\$260
Permits	each	\$400						2	\$800			2	\$800
Drums	each	\$60				1	\$60	3	\$180			4	\$240
Coring	each	\$125				5	\$625	2	\$250			7	\$875
Subcontractor - Scantech Utility Locating	/hr	\$140.25		3.5	\$491							4	\$491
IDW Disposal (iii)	/drum	\$350				1	\$350	3	\$1,050		\$0	4	\$1,400
Field Supplies	/day	\$250				0.8	\$200	1	\$250			2	\$450
Sub contractor - Acumen IH (HASP)	/hr	\$135		4	\$540							4	\$540
Mileage		\$0.65		80	\$52	80	\$52	122	\$79			282	\$183
Reimbursable Expenses Subtotal (3% markup)			\$0		\$1,115		\$5,213.86		\$7,487.38		\$0	547.3	\$13,817
TASK SUB-TOTALS:													
TOTAL PROJECT COST													\$23,540

- Assumptions:
- Typical Phase II may include Task 3a, or Task 3b, or both:
  - (i): Task 3a assumes five GeoProbe borings to 30-foot depth for collecting soil and groundwater samples. Continuous core samples collected
  - (ii): Task 3b assumes two 2-inch diameter PVC monitoring wells installed to 30-foot depth using Hollow-Stem Auger rig. Collect soil samples every five feet.
  - (iii): IDW disposal assumes non-hazardous waste classification. Cost for IDW disposal would be higher if IDW was classified as hazardous.
  - (iv): Reports include 1 electronic of draft, 3 bound and 2 electronic copies of final
  - (v): Laboratory analytical costs not included. However, this cost estimate includes coordination with SCVWD contracted laboratory and review, analysis and discussion of data.

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EXHIBIT A  
COST SPREADSHEETS (REVISED)

TABLE 4  
Phase II HSLA  
Asbestos and Lead Paint Evaluation and Report

<b>LABOR COSTS:</b>		Asbestos and Lead Paint Evaluation/Report		TOTAL	TOTAL
STAFF CATEGORY	RATE	Units/Hrs	Cost	Units/Hrs	COST
Principal	\$233.63	1	\$234	1.0	\$234
Project I	\$120.52		\$0	0	\$0
Staff II	\$113.15	2	\$226	2	\$226
Staff I	\$101.87		\$0		\$0
Cad Operator	\$109.66		\$0	0	\$0
Administrative Assistant	\$106.17		\$0	0	\$0
Labor Cost Subtotals		3.0	\$460	3.0	\$460
<b>REIMBURSABLE EXPENSES:</b>					
ITEM	RATE	Units/Hrs	Cost	Subtotal	Total Cost
Subcontractor - Acumen Industrial Hygiene				0	\$0
CIH	\$156.06	4	\$624	4	\$624
IH III Site Inspection/Sampling	\$99.56	10	\$996	10	\$996
IH III Evaluation and Report	\$99.56	12	\$1,195	12	\$1,195
Administrative Assistant	\$31.76	4	\$127	4	\$127
Field Supplies	\$50.00	1	\$50	1	\$50
Mileage	\$0.65	75	\$49	75	\$49
Reimbursable Expenses Subtotal (3% markup)			\$3,131.56	106	\$3,132
<b>TOTAL PROJECT COST</b>					<b>\$3,591</b>

- Notes and Assumptions:
- (i): Buildings consist of two single family residences, a barn, and a few small out buildings
  - (ii): Laboratory costs are not included, however, this cost estimate includes coordination with SCVWD contracted laboratory and review, analysis and discussion of data
  - (iii): Supplies include shipping costs for sending samples to laboratory

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EXHIBIT A  
COST SPREADSHEETS (REVISED)

TABLE 5  
Remedial Engineering Design

Identify, Negotiate and Communicate with Regulatory Oversight Agency  
Evaluate Risk Based on Comparison to RWQCB ESLs  
Evaluate Site Risks and Prepare Risk Analysis and Assessment Report  
Evaluate Remedial Alternatives and Prepare Remedial Action Plan

Prepare Construction Documents and Contractor Bid Specifications  
Provide Field Oversight Support During Implementation of Remedial Actions  
Perform Post-Remediation Confirmation Sampling of Soil and Groundwater  
Prepare Remedial Action Completion Report

LABOR COSTS:		Task 1		Task 5										Task 6						TOTAL	TOTAL
		Project Management/ Coordination/ Budget& Scheduling		Regulatory Negotiations/ Prepare MOA		Prepare Site-Specific Risk Analysis and Assessment Report		Evaluate Remedial Alternatives/Prepare RA Report		Prepare Remedial Action Plan		Design Plans and Specifications (Prepare Construction Documents)		Remedial Implementation (Field Oversight for Soil Excavation)		Confirmation Soil and Groundwater Sampling		Remedial Action Completion Report			
STAFF CATEGORY	RATE	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	UNITS/HRS	COST
Principal	\$233.63	10	\$2,336	4	\$935	2	\$467	6	\$1,402	6	\$1,402	12	\$2,804	8	\$1,869	1	\$234	12	\$2,804	61	\$14,251
Associate I	\$195.68	10	\$1,957	10	\$1,957	4	\$783	10	\$1,957	10	\$1,957	12	\$2,348	4	\$783	4	\$783	10	\$1,957	74	\$14,480
Senior II	\$159.25		\$0		\$0	16	\$2,548	16	\$2,548	16	\$2,548	36	\$5,733	10	\$1,593		\$0	6	\$956	100	\$15,925
Project II	\$130.53	8	\$1,044	24	\$3,133	12	\$1,566	32	\$4,177	32	\$4,177	8	\$1,044		\$0		\$0	16	\$2,088	132	\$17,230
Staff II	\$113.15		\$0		\$0		\$0		\$0		\$0	8	\$905	60	\$6,789	12	\$1,358	32	\$3,621	112	\$12,673
Staff I	\$101.87		\$0		\$0		\$0		\$0		\$0		\$0	20	\$2,037	12	\$1,222	10	\$1,019	42	\$4,279
Administrative Assistant II	\$106.17	4	\$425	4	\$425	4	\$425	4	\$425	6	\$637	8	\$849		\$0		\$0	12	\$1,274	42	\$4,459
Administrative Assistant I	\$78.83	4	\$315		\$0		\$0		\$0		\$0	4	\$315	2	\$158		\$0	6	\$473	16	\$1,261
CAD Operator	\$109.66		\$0	6	\$658	6	\$658	8	\$877	8	\$877	24	\$2,632	2	\$219		\$0	12	\$1,316	66	\$7,238
Labor & Direct Cost Subtotals		36.0	\$6,077	48.0	\$7,107	44.0	\$6,447	76.0	\$11,386	78.0	\$11,598	112.0	\$16,631	106.0	\$13,448	29.0	\$3,597	116.0	\$15,507	645	\$91,796
REIMBURSABLE EXPENSE \$:																					
ITEM	RATE	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Subtotal	Total Cost
Drilling Subcontractor (GeoProbe)																					
Hourly Rate	\$229															10	\$2,291			\$2,291	\$2,291
Mob/Demob	\$200															1	\$200			\$200	\$200
Expendables	\$250															1	\$250			\$250	\$250
Fed Ex	\$30	4	\$120	2	\$60	1	\$30	1	\$30	1	\$30	2	\$60	1	\$30	1	\$30	1	\$30	\$420	\$420
Reproduction	\$50	2	\$100	1	\$50	1	\$50	1	\$50	1	\$50	3	\$150	1	\$50		\$0	2	\$100	\$600	\$600
Field Supplies	\$252				\$0		\$0		\$0		\$0	1	\$252	6	\$1,512	1	\$252			\$2,016	\$2,016
Mileage	\$0.65	105	\$68		\$0	105	\$68		\$0		\$0	105	\$68	630	\$410	105	\$68			\$683	\$683
Reimbursable Cost Subtotal (3.0% Markup)			\$297		\$113		\$153		\$82		\$82		\$546		\$2,062		\$3,183		\$134	\$6,459	\$6,653
TASK SUB-TOTALS		\$6,374		\$7,220		\$6,600		\$11,468		\$11,680		\$17,177		\$15,509		\$6,780		\$15,641			\$98,449
TOTAL PROJECT COST																					\$98,449

AMENDMENT NO. 1 TO AGREEMENT A4158A  
REVISED SCHEDULE OC  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS

EXHIBIT A  
COST SPREADSHEETS (REVISED)

Table 6

Task Options	Storm Water Management Cost Summary by Task Option															Task Cost (incl 5% sub markup)	Estimated single monitoring event cost						
	Associate (QSD/P)	Project Staff II-A (QSD/P)	Project Staff II-B	Contract Manager	Admin. Asst.	Total Hours	Labor Sub-Total	Pricing Shipping	Probes	Transport- \$600/Trip	Direct Costs Sub-Total	Sub-Total	Senior II (QSP)	Staff II \$113.15	Total Hours			Northgate Sub-Total	Direct Costs Subtotal	Other Direct Costs Probes \$60 \$870/Trip	Labor Sub-Total		
1	Develop SWPPP RULUP 1	6	18	2		38	\$ 5,888	\$890	\$ 200	\$ 87	\$ 1,177	\$ 7,045	\$159.25	\$113.15	0	\$ -	\$ -	\$ -	\$ 60 \$ 87	\$ -	0	38	\$ 7,368
	Develop SWPPP RULUP 1	6	18	2	0	38	\$ 5,888	\$890	\$ 200	\$ -	\$ 87	\$ 7,045	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	0	38	\$ 7,333
2	Develop SWPPP RULUP 2-3	6	24	2		52	\$ 7,776	\$890	\$ 200	\$ 87	\$ 1,177	\$ 8,953			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	52	\$ 9,401
	Develop SWPPP RULUP 2-3	6	24	2	0	52	\$ 7,776	\$890	\$ 200	\$ -	\$ 87	\$ 8,953	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	0	52	\$ 9,401
3	Review Contractor SWPPP RULUP 1	2	12			14	\$ 2,266			\$ 87	\$ 87	\$ 2,353			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	14	\$ 2,471
	Review SWPPP RULUP 1	2	12	0	0	14	\$ 2,266	\$ -	\$ -	\$ 87	\$ 87	\$ 2,353	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	0	14	\$ 2,471
4	Review Contractor SWPPP RULUP 2-3	4	12			16	\$ 2,732			\$ 87	\$ 87	\$ 2,819			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	16	\$ 2,900
	Review SWPPP RULUP 2-3	4	12	0	0	16	\$ 2,732	\$ -	\$ -	\$ 87	\$ 87	\$ 2,819	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	0	16	\$ 2,939
5	Bid Support																						
	Provide estimates of BMP quantities	2	6	1		25	\$ 3,511			\$ 87	\$ 87	\$ 3,598			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	25	\$ 3,778
	Contractor Oversight RULUP 1 (18 Month Project)	2	6	1	0	25	\$ 3,511	\$ -	\$ -	\$ 87	\$ 87	\$ 3,598	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	0	25	\$ 3,778
6	Monthly site visits (18 site visits @ 4 hours each) + oversight and coordination. Meet with QSP, review records, complete inspection form(s), advise contractor of issues observed.	9	72	4		85	\$13,413			\$ 1,566	\$ 1,566	\$ 14,979			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	85	\$ 15,728
	Pre-project & pre-rainy season review/training (3 site visits)	15	15	1		31	\$ 5,875			\$ 174	\$ 174	\$ 6,049			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	31	\$ 6,351
	QA/QC review of observation and monitoring records	4	32	1		37	\$ 5,881			\$ -	\$ 5,881	\$ 6,154			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	37	\$ 6,154
	As needed consultations, coordination, rain event tracking, lab coordination	4	32	1		37	\$ 5,881			\$ -	\$ 5,881	\$ 6,154			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	37	\$ 6,154
	Complete and maintain permit required documentation accessible to District.	8	18	1	36	45	\$ 4,209			\$ -	\$ 4,209	\$ 4,419			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	45	\$ 4,419
	Task 6 Total	32	139	0	36	235	\$32,220	0	0	\$ 1,740	\$ 1,740	\$ 36,960	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	0	235	\$ 38,206
7	Contractor Oversight RULUP 2-3 (18 Month Project)																						
	Monthly site visits (18 site visits @ 5 hours each) + oversight and coordination. Meet with QSP, review records, complete inspection form(s), advise contractor of issues observed. If discharging measure pH and turbidity.	9	90	4		103	\$16,113		\$540	\$ 1,566	\$ 2,106	\$ 18,219			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	103	\$ 19,130
	Pre-project & pre-rainy season review/training (3 site visits)	15	15	1		31	\$ 5,875		\$ 281	\$ 281	\$ 6,136	\$ 6,443			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	31	\$ 6,443
	QA/QC review of observation and monitoring records	6	48	2		56	\$ 8,856		\$ -	\$ -	\$ 8,856	\$ 9,269			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	56	\$ 9,269
	As needed consultations, coordination, rain event tracking, lab coordination	6	48	2		56	\$ 8,856		\$ -	\$ 8,856	\$ 9,269	\$ 9,269			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	56	\$ 9,269
	Complete and maintain permit required documentation accessible to District.	18	18	1	36	55	\$ 5,709		\$ 340	\$ 1,827	\$ 2,367	\$ 5,709			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	55	\$ 5,954
	Task 7 Total	36	219	0	36	301	\$43,410	0	0	\$ 340	\$ 2,367	\$ 47,177	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	0	301	\$ 50,165
8	Oversight + QSE Monitoring and Reporting RULUP 1 (18 Month Project)																						
	Monthly site visits (18 site visits @ 4 hours each) + oversight and coordination. Meet with QSP, review records, complete inspection form(s), advise contractor of issues observed.	9	72	4		85	\$13,413		\$ 1,566	\$ 1,566	\$ 14,979	\$ 15,728			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	85	\$ 15,728
	Pre-project & pre-rainy season review/training (3 site visits)	15	15	1		31	\$ 5,875		\$ 281	\$ 281	\$ 6,136	\$ 6,443			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	31	\$ 6,443
	Maintain permit required documentation accessible to District, QA/QC review, SMARTS uploads	8	40	3	36	87	\$11,131		\$ -	\$ -	\$ 11,131	\$ 16,214			40	\$ 4,526	\$ -	\$ -	\$ -	\$ -	127	127	\$ 16,214
	As needed consultations, coordination, rain event tracking, lab coordination	12	60	3		75	\$12,184		\$ -	\$ -	\$ 12,184	\$ 12,763			0	\$ -	\$ -	\$ -	\$ -	\$ -	75	75	\$ 12,763
	QSE visual monitoring (visual before QSE, during each day of a QSE, following QSE). Assumed 8 QSEs lasting 3 days each + 2 days/event for pre/post (40 field days @ 4 hours each) for budget. Complete inspection form(s), advise contractor of issues observed. Additional days required charged at per field day cost. Actual costs may be less due to concurrent site visits (e.g., overlap with monthly inspections). [Field days split between LWA and NGEM]	8	80	4		92	\$14,380		\$ 1,740		\$ 14,380	\$ 14,380	8	80	88	\$ 10,328	\$ 1,740	\$ 12,068	\$ 12,068	180	180	\$ 27,165	
	Non-Visible Pollutant Monitoring Event. 2 events @ 8 hours each with 2-person crew + coordination. For budgeting, assumed 2 events would be unrelated to QSEs or monthly inspections.	2	2			2	\$ 300				\$ 300	\$ 300	12	16	28	\$ 3,721	\$ 174	\$ 204	\$ 4,015	\$ 4,015	30	30	\$ 4,330
	Task 8 Total	52	269	0	15	372	\$37,284	0	0	\$ 3,367	\$ 1,827	\$ 39,111	20	136	156	\$18,573	\$ 2,034	\$ 20,607	\$ 2,034	\$ 20,607	528	528	\$ 82,674
9	Oversight + QSE Monitoring and Reporting RULUP 2-3 (18 Month Project)																						
	Monthly site visits (18 site visits @ 5 hours each) + oversight and coordination. Meet with QSP, review records, complete inspection form(s), advise contractor of issues observed. If discharging measure pH and turbidity.	9	90	4		103	\$16,113		\$ -	\$ 1,566	\$ 1,566	\$ 17,679			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	103	\$ 18,663
	Pre-project & pre-rainy season review/training (3 site visits)	15	15	1		31	\$ 5,875		\$ 281	\$ 281	\$ 6,136	\$ 6,443			0	\$ -	\$ -	\$ -	\$ -	\$ -	0	31	\$ 6,443
	Maintain permit required documentation accessible to District, QA/QC review, SMARTS uploads	12	60	4	36	112	\$15,163		\$ -	\$ -	\$ 15,163	\$ 15,952			40	\$ -	\$ -	\$ -	\$ -	\$ -	152	152	\$ 15,952
	As needed consultations, coordination, rain event tracking, lab coordination	18	48	3		69	\$11,782		\$ -	\$ -	\$ 11,782	\$ 16,897			40	\$ 4,526	\$ -	\$ -	\$ -	\$ -	109	109	\$ 16,897
	Non-Visible Pollutant Monitoring Event. 2 events @ 8 hours each with 2-person crew + coordination. For budgeting, assumed 2 events would be unrelated to QSEs or monthly inspections.	2	2			2	\$ 300				\$ 300	\$ 300	12	16	28	\$ 3,721	\$ 174	\$ 204	\$ 4,015	\$ 4,015	30	30	\$ 4,330
	QSE pH, turbidity sampling & visual monitoring (before QSE, during each day of a QSE, following QSE). Assumed 8 QSEs lasting 3 days each + 2 days/event for pre/post (40 field days @ 5 hours each) for budget. Additional days required charged at per field day cost. Actual costs may be less due to concurrent site visits (overlap with monthly inspections).	8	100	4		112	\$17,380		\$1,200	\$ 1,740	\$ 17,380	\$ 17,380	8	100	108	\$ 12,889	\$ 1,200	\$ 1,740	\$ 15,529	\$ 15,529	220	220	\$ 33,778
	Task 9 Total	62	315	0	16	429	\$65,643	\$ -	\$ -	\$ 3,367	\$ 1,827	\$ 68,470	20	136	216	\$20,836	\$ 1,914	\$ 23,224	\$ 1,914	\$ 23,224	645	645	\$ 95,964

**AMENDMENT NO. 1 TO AGREEMENT A4158A  
REVISED SCHEDULE OC  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

**EXHIBIT A  
COST SPREADSHEETS (REVISED)**

**Storm Water Support Cost Estimate**

<b>Notes</b>	
1	Project assumed to be either a 1-mile long flood protection project or a 10-acre water utility project subject to the State Construction General Permit of an 18-month duration.
2	As each construction site is unique, the effort and costs for services at the "typical" site are estimates and not intended as fixed prices for services.
3	SWPPP development costs assume 1 round of District comments on preliminary SWPPP and 1 revision based on contractor work plan at beginning of the project. SWPPP development will be completed following completion of the capital project's final design (final Plans and Specs) are ready and be completed before start of construction (typically a 4-6-week timeframe). It has been assumed that applicable post construction and C.3 requirements have been included in the design provided by the District. Modifiable map files to be provided by the District.
4	To the extent possible rain event monitoring will be timed and coordinated planned QSP site visits (monthly) however additional visits will be needed provide monitoring for rain events. The number of rain events and the duration of the events will alter costs.
5	Site visits and inspections will be performed by a combined team of appropriately qualified LWA and NGEM staff. All field work will be performed or overseen by a QSP. The team overlap is needed to assure a high level of service to the District given the uncertainties associated with rain events. One staff person is budgeted for each inspection except for non-visible pollutant monitoring, where we have assumed the need for a 2-person team.
6	The following assumptions were made for budgeting QSE triggered monitoring events:
	(1) Assumed 8 QSEs during the 18-month project with each lasting 3 days + 2 days/event for pre/post QSE inspections. (40 field days).
	(2) Assumed 2 non-visible events during the during the 18-month project would occur unrelated to QSE or routine inspections.
	(3) Additional days required charged at per field day cost.
7	Transportation/Trip costs are estimate for one regular vehicle per site visit. 4WD is not included. Need for a 4WD is expected to be an unusual circumstance.
8	NGEM team will collect samples. District-contracted laboratory will test water samples when laboratory analysis is required (e.g., non-visible pollutant samples). Laboratory costs are not included in the estimate. District Lab to provide sample bottles to be maintained at the project site.

**AMENDMENT NO. 1 TO AGREEMENT A4158A  
REVISED SCHEDULE OC  
REVISED ATTACHMENT TWO  
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on **January 6, 2022**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
3. Each Task Order will state the schedule for Consultant's performance of that Task Order.
4. District and Consultant may agree to modify the schedule specified for Consultant's performance specified in an executed Task Order, as an administrative modification to the Agreement, and will confirm such modification in writing.

**AMENDMENT NO. 1 TO AGREEMENT A4158A  
REVISED SCHEDULE OC  
REVISED ATTACHMENT THREE  
CONSULTANTS KEY STAFF AND SUBCONSULTANTS**

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

<b>Team Member</b>	<b>Classification/ Project Role</b>	<b>Contact Information</b>
Dennis Laduzinsky, PG, CEG	Project Manager	428 13th Street, 4th Floor Oakland, California 94612 (510) 839-0688 [office] (925) 270-6710 [cell] E-mail: <a href="mailto:dennis.laduzinsky@ngem.com">dennis.laduzinsky@ngem.com</a>
Wes Irons	Task Manager	428 13th Street, 4th Floor Oakland, California 94612 (510) 839-0688 x228 [office] E-Mail: <a href="mailto:wes.irons@ngem.com">wes.irons@ngem.com</a>
Gabe Fuson, PG	Task Manager	428 13th Street, 4th Floor Oakland, California 94612 (510) 839-0688 x202 [office] <a href="mailto:gabe.guson@ngem.com">gabe.guson@ngem.com</a>
Ana Demorest, PE	Task Manager	428 13th Street, 4th Floor Oakland, California 94612 (510) 839-0688 x223 [office] <a href="mailto:ana.demorest@ngem.com">ana.demorest@ngem.com</a>
Axel Rieke, PE, LEED AP BD+C, QSD/P	Key Task Support	428 13th Street, 4th Floor Oakland, California 94612 (510) 839-0688 x202 [office] <a href="mailto:axel.rieke@ngem.com">axel.rieke@ngem.com</a>

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**AMENDMENT NO. 1 TO AGREEMENT A4158A  
REVISED SCHEDULE OC  
REVISED ATTACHMENT THREE  
CONSULTANTS KEY STAFF AND SUBCONSULTANTS**

2. The following Subconsultants are authorized to perform services pursuant to this Agreement:

<b>Firm</b>	<b>Project Role/Classification</b>	<b>Contact Information</b>
Larry Walker Associates	Technical Lead	Sandy Mathews 1680 Drew Avenue Suite 100 Davis, CA 95618 510-883-9378, extension 12 <a href="mailto:sandym@lwa.com">sandym@lwa.com</a>
Acumen Industrial Hygiene, Inc.	Phase II HSLA and Safety Plans/asbestos and lead-based paint survey work.	Paul Spilane, 1032 Irving Street, #922 San Francisco, CA 94122 415-242-6060 <a href="mailto:paul@acumen-ih.com">paul@acumen-ih.com</a>
Gregg Drilling and Testing Services	Drilling and Testing Services	Chris Christensen 2756 Walnut Avenue Signal Hill, CA 90755 925-313-5800 <a href="mailto:cchristensen@greggdrilling.com">cchristensen@greggdrilling.com</a>
Scantech	Utility Locating Services	Peter Garza 2770 Avenue B San Jose, CA 95127 408-286-7226 <a href="mailto:peter@scantechutilitydetection.com">peter@scantechutilitydetection.com</a>
Torrent Laboratory Inc.	Analytical Laboratory	Mukesh Jani 483 Sinclair Frontage Road Milpitas, CA 95035 <a href="mailto:mjani@torrentlab.com">mjani@torrentlab.com</a>

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