

FC 1025 (08/17/11)

Meeting Date: 06/25/13  
Agenda Item: **3.5**  
Unclassified Manager: K. Oven  
Extension: 3126  
Director(s): All

## BOARD AGENDA MEMO

**SUBJECT:** Amendment No. 1 to the Standard Consultant Agreement A3624A Between the Santa Clara Valley Water District (District) and HDR Engineering, Inc. (Consultant), for Design Services for the Infrastructure Reliability Program Portfolio 2 (IRP2) Water Treatment Plant Operations Buildings Seismic Retrofit Project, Project No. 93764003 (Los Gatos and San Jose)

### RECOMMENDATION:

Approve Amendment No. 1 to the Standard Consultant Agreement A3624A Between the District and Consultant for Design Services for the IRP2 Water Treatment Plant Operations Buildings Seismic Retrofit Project (Project) increasing the Agreement not-to-exceed amount by \$568,166 from \$1,261,490 to \$1,829,656 (Attachment 1).

Board approval of the recommendation will allow the Consultant to provide design services for the Project.

### SUMMARY:

Intensive capital work will be performed at the Rinconada Water Treatment Plant (RWTP) over the next five years to build a state-of-the-art treatment facility that will serve the West Side of Santa Clara Valley for the next 50 years. As design progresses for both the \$200M Reliability Improvement Project and the Infrastructure Reliability Program Portfolio 2 (IRP2) Seismic Retrofit Project, staff has identified an opportunity to make additional improvements to the Operations Building. These improvements would upgrade the Raw Water and Treated Water Control Centers, provide an improved educational/visitor area, and allow more flexibility to accommodate water utility staff. The outcome would be a modernized Operations Building that will compliment the new treatment plant.

### *Key Drivers*

The key drivers for staff's recommendation to proceed with the Upper Floor Fill-in work are:

- The opportunity to improve the work space for staff operating the Raw Water and Treated Water Control Centers.
- The opportunity, after completion of the Reliability Improvement Project construction, to remove the five modular buildings (trailers) that were installed several years ago above the chemical storage facilities and transfer operations and maintenance staff into the Operations Building.

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- The opportunity to create a flexible space on the Upper Floor for public tours, and educational demonstrations.
- The flexibility to house up to 20 staff at the RWTP Operations Building.
- The identified need for additional office space to accommodate as many construction management staff as possible (approximately 12) within the Operations Building during the Reliability Improvement construction (estimated to take 3 to 4 years). Staff estimates that up to 150 personnel will be on the plant site during peak construction periods. The Upper Floor Fill-in would reduce the number of additional construction trailers in the existing parking area, which in turn would reduce the impact of vehicles parked in the surrounding residential neighborhood.

Amendment No. 1 to the Consultant Agreement with HDR Engineering includes the design of the proposed infill and improvements. With the Board's approval, the Consultant will design the proposed improvements and include the work in the construction contract documents scheduled to be completed in April 2014. Project construction would be completed before the start of construction of the Reliability Improvement Project. The proposed improvements would be completed at reduced cost (estimated to be between \$1.0M-\$1.5M) because work would be combined with other structural improvements that are being completed as part of the Project.

### ***Project Background***

The District initiated the Water Infrastructure Reliability Project in 2003 to determine both the current reliability of the District's water supply infrastructure with regard to major and minor hazard events and to enable the District to appropriately balance reliability (level of service) with cost. The resulting 2005 Water Infrastructure Reliability Project Report recommended projects to be undertaken to reduce potential water supply outage durations. One recommended project was to perform an in-depth seismic study and to retrofit all operations buildings constructed prior to 1980 to Life-Safety criterion. This led to the initiation of the IRP2 Water Treatment Plant Operations Buildings Seismic Retrofit Project (Project).

There are four operations buildings that were built prior to 1980. The Operations Building at the Rinconada Water Treatment Plant was built in the late 1960's and houses operations and maintenance staff, and chemicals used in the treatment process. The Operations Building at the Penitencia Water Treatment Plant was built in the mid 1970's and houses operations staff and chemicals used in the treatment process. The Vasona Meter Shop was built in the late 1960's and houses staff and equipment to calibrate flow meters used by the District. The Vasona Pump Station houses equipment and pumps that distribute water to RWTP and percolation ponds.

The Project's Planning Study Report (PSR) presented to the Board on January 10, 2012 recommended the following:

- Rinconada Water Treatment Plant Operations Building - Reinforce concrete diaphragms and install new shearwalls.

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- Penitencia Water Treatment Plant Operations Building – Reinforce the foundation, install new perimeter shearwalls and roof bracing.
- Vasona Meter Shop – Install new exterior buttresses and reinforce roof to wall connections.
- Vasona Pump Station - Reinforce the connection between the basement and above-grade walls

### ***Prior Board Actions***

On December 8, 2009, the Board approved a Consultant Agreement with HDR Architecture, Inc. to provide planning services for the Project.

On January 10, 2012, the Board considered the Project's Planning Study Report and adopted Resolution 12-01 for preliminary project authorization. The Planning Study Report recommended that each of these buildings should be seismically retrofitted to meet life-safety criteria.

On December 18, 2012, the Board approved a Consultant Agreement with HDR Engineering, Inc. to provide design engineering services for the Project.

### ***Amendment to the Consultant Agreement***

The recommended Amendment No. 1 provides for services to design the Upper Floor Fill-in improvements at the RWTP Operations Building. The proposed improvements consist of:

1. Design of a new floor at the current opening in the Upper Floor level with associated changes to architectural, electrical, controls, and mechanical systems
2. Relocation and upgrades of the Raw Water and Treated Water Operations Control Centers to the Upper Floor level
3. Space configuration on the Intermediate Floor level to accommodate workspace and a meeting room.

According to the terms of this Amendment, Consultant's additional design services will be performed for a not-to-exceed amount of \$568,116. A summary of the tasks and fees for the Agreement is presented in Table 1.

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**TABLE 1 – Summary of Consultant Agreement Fees**

Task Number and Description	Not-to-Exceed Fees		
	Original Agreement	Amendment No. 1	Total
1 Project Management	\$152,027	\$38,715	\$190,742
2. Design Services Data Collection and Investigations	\$296,303	\$54,640	\$350,943
3. 50% Design Documentation Preparation	\$319,283	\$184,311	\$503,594
4. 90% Design Documentation Preparation	\$265,219	\$140,618	\$405,837
5. Final Design Documentation Preparation	\$97,905	\$81,305	\$179,210
6. Bid and Award Services	\$30,801	\$16,972	\$47,773
7. Supplemental Services During Design	\$99,952	\$51,605	\$151,557
<b>Total</b>	<b>\$1,261,490</b>	<b>\$568,116</b>	<b>\$1,829,656</b>

***Short-Term and Long-Term Benefits to RWTP Operations***

As the IRP2 Seismic Retrofit project is designing improvements to the structural and mechanical systems in the RWTP Operations Building, the most cost-effective way to complete the infill improvements is to modify the existing Consultant Agreement to include the design of the in-fill improvements and to construct the improvements simultaneously with the seismic retrofits.

The benefits of acting now to incorporate the proposed Upper Floor Fill-in improvements into the HDR Design Contract are:

1. The Raw Water and Treatment Plant Operations Control Rooms would be relocated to the new space on the Upper Floor, providing modern control centers to complement the new treatment plant.
2. Filling in the Upper Floor would result in optimal utilization of the Intermediate Floor for construction management office space for the Reliability Improvement Project. This would reduce the need for temporary trailers and provide critical space outside of the Operations Building for contractor operations, offices, and construction staging.
3. New space on the Upper Floor would accommodate enhanced visuals for plant tours and educational demonstrations.
4. Acting now would provide improvements at reduced cost because work would be combined with other structural improvements to the Operations Building already included in the IRP2 Seismic Retrofit Project.
5. Acting now would modernize and better utilize the available space in the RWTP Operations Building for the next 50 years of operation.

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**FINANCIAL IMPACT:**

The not-to-exceed amount of the proposed Amendment No. 1 is \$568,116. Amendment No. 1 will increase the Agreement not-to-exceed amount from \$1,261,490 to \$1,829,656. There are adequate funds in the Fiscal Year 2012-2013 Project budget to encumber this Amendment amount.

Additional construction costs are estimated to be \$1.5M–\$3.0M.

An estimate of the benefits is shown in Table 2:

**TABLE 2 – Summary of Benefit Estimate**

<b>Benefit</b>	<b>Estimate</b>
Purchase modular buildings to replace 5 buildings (twice over 50 years)	\$1,000,000
Purchase of 3 trailers for construction management staff during Reliability Improvement Project	\$ 350,000
<b>Total</b>	<b>\$1,350,000</b>

Intangible benefits include:

1. Modern operations control centers for 50 years.
2. Enhanced visitor experience during tours and educational demonstrations.
3. Fewer public complaints regarding parking on the streets adjacent to RWTP during construction of the Reliability Improvement Project.

**CEQA:**

The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in a direct or reasonably foreseeable indirect physical change in the environment.

**ATTACHMENTS:**

- Attachment 1 – Proposed Amendment No. 1 to Consultant Agreement A3624A
- Attachment 2 – PowerPoint Presentation

## **AMENDMENT NO. 1 TO AGREEMENT A3624A**

### **Between the Santa Clara Valley Water District and HDR Engineering, 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 Consultant Agreement A3624A ("Agreement") dated December 18, 2012, between SANTA CLARA VALLEY WATER DISTRICT hereinafter called ("District") and HDR ENGINEERING, INC., hereinafter called ("Consultant"), collectively, the "Parties."

#### **RECITALS**

**WHEREAS**, Consultant is currently performing design engineering professional services for the District's IRP2 Water Treatment Plant Operations Buildings Seismic Retrofit Project (Project); and

**WHEREAS**, engineering services in addition to those currently described in the Agreement are necessary for Consultant to design a floor within the existing opening in the Upper Floor Level of the Rinconada Water Treatment Plant control building; and

**WHEREAS**, the Agreement currently expires on July 8, 2014. The Parties desire to amend the Agreement to extend its term to October 31, 2014; increase the Agreement Total Not-to-Exceed Amount to provide for compensation for the additional design engineering services; and to modify the schedule for Consultant's performance in consideration of the added scope.

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

1. Appendix One, Scope of Services, is amended as set forth in the attached Revised Appendix One, Scope of Services, and incorporated herein by this reference.
2. Appendix Two, Fees and Payments, is amended to revise the Agreement Total Not-to-Exceed Amount payable to Consultant for additional design engineering services as set forth in the attached Revised Appendix Two, Fees and Payments, and incorporated herein by this reference.
3. Appendix Three, Schedule of Completion, is amended to extend the term of the Agreement to expire on October 31, 2014 and revise the Project completion schedule to coincide with the anticipated completion of additional design tasks as set forth in the attached Revised Appendix Three, Schedule of Completion and incorporated herein by this reference.
4. All other terms and conditions of Agreement A3624A, not amended herein, remain in full force and effect.

**AMENDMENT NO. 1 TO AGREEMENT A3634A**

**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT #A3624A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

SANTA CLARA VALLEY WATER DISTRICT  
"District"

HDR ENGINEERING, INC.  
"Consultant"

By: \_\_\_\_\_  
Nai Hsueh  
Chair/Board of Directors

By: \_\_\_\_\_  
Robert Boling  
Vice President

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

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

ATTEST:

Firm Address:  
2121 North California Boulevard, Suite 475  
Walnut Creek, CA 94596

\_\_\_\_\_  
Clerk/Board of Directors

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## **AMENDMENT NO. 1 TO AGREEMENT A3624A**

### **REVISED APPENDIX ONE SCOPE OF SERVICES**

This Revised Appendix One describes the professional engineering services to be undertaken by Consultant for the detailed design of the IRP2 Water Treatment Plant Operations Buildings Seismic Retrofit Project (Project) on behalf of the District. Upon successful completion of Project design, the District may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant to provide construction phase engineering support services.

#### **I. PROJECT OVERVIEW**

The District provides wholesale water supply and flood protection to approximately 1.8 million residents and businesses in Santa Clara County. The District supplies upwards of 320 acre-feet per year by managing groundwater resources to provide roughly 50 percent of its supply; the remainder is obtained through a combination of sources: the State Water Project (via the South Bay Aqueduct), the Central Valley Project (via San Luis Reservoir), the San Francisco Public Utilities Commission Intertie, and local resources (Calero and Anderson Reservoirs).

The District owns and operates three water treatment plants (WTPs). The three WTPs are Penitencia (PWTP) in northeast San Jose, Rinconada (RWTP) in Los Gatos, and Santa Teresa (STWTP) in south San Jose. The three WTPs have a combined rated treatment capacity of approximately 222 million gallons per day (mgd). The various raw water sources are directed to the three WTPs depending on demand, supply volumes available from each source, and water quality of source waters.

The District also owns and operates the Vasona Pump Station (VPS) and Vasona Meter Shop (VMS). The Pump Station pumps water to RWTP and may also pump water to recharge ponds on the west side of Santa Clara Valley. The Meter Shop is used by the District to calibrate meters used to measure water flow.

HDR Architecture, Inc. completed a Planning Study Report (PSR) in November 2011 that showed RWTP, PWTP, VPS and VMS needed to be retrofitted to meet the life-safety criteria of American Society of Civil Engineers' ASCE 31-03 "Seismic Evaluation of Existing Buildings."

The Project objectives include: seismic retrofit of the RWTP, PWTP, VPS and VMS to meet the life-safety criteria; replacement of the "hotel" piping; installation of new women's shower and restroom; renovation of the existing lab space; installation of new floor area in the Upper Floor Level; installation of a new Water Treatment and Raw Water Operations center and two offices; conversion of the existing Water Treatment and Raw Water Operations center to a conference room; and re-coating the clearwell roofs at RWTP.



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#### II. AGREEMENT OBJECTIVES

The Consultant will provide engineering design services to meet the objectives of the Project as documented in the November 2011 PSR and as modified herein. The Consultant's design will cover the following major Project components:

1. Seismic retrofit of VPS to meet life-safety criteria.
2. Seismic retrofit of VMS to meet life-safety criteria.
3. Seismic retrofit of PWTP to meet life-safety criteria.
4. Install women's restroom and shower at PWTP.
5. Seismic retrofit of RWTP to meet life-safety criteria.
6. Replacement of "hotel" load piping at RWTP.
7. Renovation of the existing lab space at RWTP.
8. Installation of new women's shower and restroom facilities at RWTP.
9. Recoating the exterior of the clearwell roofs at RWTP.
10. All Americans with Disabilities Act (ADA) improvements required by permitting agencies.
11. Installation of new floor area in the Upper Floor Level at RWTP.
12. Installation of a new Water Treatment and Raw Water Operations center on the Upper Floor Level at RWTP
13. Conversion of the existing Water Treatment and Raw Water Operations center to a conference room at RWTP.

#### III. GENERAL ASSUMPTIONS AND REQUIREMENTS

Scope of Services is based on the following general assumptions and requirements which apply to Tasks 1 through 5:

1. Electronic copies of Consultant-generated documents must be compatible with Microsoft Word, Microsoft Excel, Microsoft Project, and Adobe PDF file format.
2. District uses the 2009 software version of AutoCAD, but will accept Consultant's use of AutoCAD 2008 software version. Consultant must use the same AutoCAD software version throughout the Project design development. If Consultant decides to convert to a new version of AutoCAD, any issues arising

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from this change will be the Consultant's sole responsibility and will be corrected at no additional cost to the District. Consultant must not use a mix of AutoCAD file versions.

3. District will provide Consultant the latest version of the District's Computer Aided Drafting and Design (CADD) standards for use during the Project design. Consultant's drafting deliverables, such as electronic files, plot files and hardcopies, must conform to District CADD standards.
4. District reserves the right to test the Consultant CADD file submittals to verify that the files are free of defects. Consultant will be responsible for troubleshooting any identified file defects.
5. Consultant will provide file exchange service, such as "eRoom" or similar services, to facilitate transmittal of large files. Consultant may need to work with District's IT to address any firewall issues and/or permissions required to allow for these communications.
6. Project meetings may be held either at the RWTP, PWTP, VMS or District Headquarters, at District's sole discretion.
7. District will coordinate meeting logistics such that appropriate District team members are present for scheduled meetings. Consultant will schedule progress meetings, design workshops and teleconferences in consultation with the District.
8. Comments and correspondence will typically be routed through the District Project Manager and Consultant Project Manager to maintain a clear line of communication. Communications between other District staff and other Consultant staff may occur, but must be arranged with the District's and Consultant's Project Managers' prior knowledge. Consultant will take direction only from District's designated staff and not from other District staff supporting the Project.
9. District will review and comment on Consultant's draft Project deliverables. District will resolve conflicting internal review comments prior to transmitting such comments to the Consultant.
10. District will facilitate access to RWTP, PWTP, VPS and VMS as required by Consultant. Consultant and their sub-consultants will adhere to all District security clearance requirements to gain access to District facilities. Detailed requirements will be provided by District at the kick-off meeting.
11. District staff will perform Project environmental impact analysis and obtain all required permits (except those required for geotechnical soil borings), rights-of-way, easements, and licenses.

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12. Value engineering and similar outside reviews are not planned or included in this Scope of Services.
13. For specifications development, Consultant is required to use the District's Standard and Special Provisions format. Consultant's Technical Provisions may use the Construction Specifications Institute (CSI) 1995 Master Format. Consultant will incorporate the current District Special Provisions to supplement and/or replace CSI Divisions 0 and 1.
14. Preparation of a commissioning, training, and maintenance plan is part of this Scope of Services.
15. Preparation of an operations and maintenance manual is not part of this Scope of Services.
16. The District will not seek Leadership in Energy and Environmental Design (LEED) certification for the Project.

#### IV. TASKS

Services to be provided by the Consultant are described in the following tasks.

##### **TASK 1 – PROJECT MANAGEMENT**

This task includes the general project management efforts required to organize the Consultant team, assign and control work, and report progress to the District such that the Services described in this Appendix One are completed within the Not-to-Exceed Fee limit stated in Appendix Two and in accordance with the Schedule of Completion stated in Appendix Three.

##### **Subtask 1.1 – Prepare a Project Work Plan**

The Consultant shall prepare a Project Work Plan in accordance with the District's Quality Environmental Management System (QEMS) Work Instructions W75101 - Create Work Plan and W73004 - Design Phase WBS Item Description and Instructions. It will include the Project objectives and requirements, constraints, Project schedule (showing tasks and deliverables), a list of the design team members and their roles and responsibilities, communication protocols (internal and external), document control procedures and other administrative procedures.

##### **Subtask 1.2 – Quality Assurance and Control Plan**

The Project Work Plan will include the Quality Assurance and Control Plan. Project quality control (QC) activities including technical reviews for each deliverable are a part of this subtask. District reserves the right to request and

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review the Consultants project documentation demonstrating their adherence with their on quality assurance procedures.

#### **Subtask 1.3 – Periodic Progress Meetings and Workshops**

The Consultant shall coordinate and attend periodic progress meetings, review meetings and workshops with District staff and other agencies. For budgetary purposes, the Consultant estimates the meetings and workshops listed below. Additional meetings and workshops may be required and compensated through Supplemental Services During Design.

1. Six workshops to discuss key Project decisions
  - a. General Workshop and Kickoff Meeting
    - i. Basis for Design
    - ii. Regulatory Requirements
    - iii. Schedule Geotechnical Work
  - b. Rinconada Restroom Alternatives Workshop
  - c. RWTP Upper Floor Level Layout Workshop to determine alternatives for natural lighting, HVAC, Upper Level closet configurations
  - d. RWTP Upper Floor Level Finalization Workshop
  - e. RWTP Upper Floor Level Constructability Workshop
  - f. Water Treatment and Raw Water Control Centers Workshop – develop alternatives for Water Treatment and Raw Water control room layouts at RWTP
2. Two Constructability Plan Meetings
3. Up to ten (10) progress conference calls
4. Four submittal review meetings to discuss District comments on the 50 percent and 90 percent design deliverables (it is assumed that Penitencia and Vasona will maintain the original scheduled review meetings and separate 50 percent and 90 percent review meetings will be held for Rinconada.)

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#### Assumptions:

1. District will provide meeting minutes for Consultant review.
2. One Consultant staff member will attend all meetings, progress meetings and workshops. Other Consultant staff available to call in or attend in person on a limited basis.
3. An Infraterra representative will attend two progress meetings, two workshops, and the two submittal review meetings.
4. A Beyaz & Patel representative will attend six progress meetings, one workshop, and the two submittal review meetings.
5. A CDM representative will attend three Constructability Plan meetings.
6. The RWTP Upper Floor Level Layout Workshop and Water Treatment and Raw Water Control Center Work will occur on one day and tentatively scheduled for June 2013.
7. The RWTP Upper Floor Level Finalization Workshop and Upper Floor Level Constructability Workshop will occur on one day and tentatively scheduled for August 2013.

#### Subtask 1.4 – Communications with District and Other Agencies

In addition to telephone and email communication efforts with the District and other agencies, The Consultant shall also attend up to two coordination meetings with other agencies and/or the District.

One coordination meeting will be with District to discuss other Water Utility efforts such as the RWTP Residuals Management Project, the RWTP Reliability Improvements Project, and PWTP Maintenance Building Project.

#### Subtask 1.5 – Establish Document Control System

The Consultant shall establish and maintain a document control system in which files shall be maintained in accordance with the District's QEMS Work Instruction W42302 provided to Consultant once the Agreement commences.

#### Subtask 1.6 – Monthly Progress Reports

The Consultant shall provide invoices that are prepared in accordance with the Standard Consultant Agreement, Section IV – Fees and Payment. A PDF version will be provided for preliminary review by District. After e-mail acceptance by District, the signed and dated hardcopy invoice including support

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documentation shall be mailed. Each invoice will also include a monthly progress report.

#### Task 1 Deliverables:

1. Project Work Plan.
2. Quality Assurance and Control Plan.
3. Monthly Progress Reports.
4. Review of Meeting notes.

#### TASK 2 – DESIGN SERVICES – DATA COLLECTION AND INVESTIGATIONS

##### Subtask 2.1 – Geotechnical / Geologic Analysis

###### *Rinconada Water Treatment Plant*

Readily available published materials, previous geotechnical and geologic reports, and historic aerial photography will be reviewed. A geotechnical and geologic site reconnaissance will be performed to identify signs of slope and/or fault related movements within the Control Building vicinity and to evaluate information developed during the data review. Seismic stability analysis of the deep fill slope underlying the upslope parking lot will be limited to a paper study based on readily available existing information. During the paper study, the effects of the “heel” that is planned along the backside of the storage buildings will also be evaluated. If it is determined that there is not enough information available to evaluate slope stability, or that the seismic slope stability has not been addressed previously, additional study including borings will be performed as part of Supplemental Services during Design.

Subsurface conditions will be investigated by drilling two borings (20-30 feet deep) at the ground-floor level. The data from the borings will be utilized to develop geotechnical parameters for design.

The hazards and risks associated with natural geologic conditions, including faulting, will be evaluated. The slope stability and faulting evaluation includes a paper study only. If there is not enough information available to evaluate slope stability, additional borings may be performed as a part of Supplemental Services during Design. It is anticipated that the faulting evaluation will indicate that the fault has a relatively low risk of causing abrupt differential settlement below the RWTP Control Building.

The Geotechnical/Geologic Report will include the following:

1. Design-level recommendations relating to foundations and other geotechnical considerations relating to the Project.

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2. Summary of findings, analyses, evaluations, conclusions and recommendations. The report will include design-level recommendations relating to foundations and other geotechnical considerations relating to the proposed Project.

#### *Penitencia Water Treatment Plant*

Readily available published materials, previous geotechnical and geologic reports (including DWR reports and trench logs from the South Bay Aqueduct Terminal Facilities Project) and historic aerial photography will be reviewed. A site visit to perform geotechnical and geologic reconnaissance will identify any signs of visible distress to the existing site improvements and to evaluate information developed during the data review. Subsurface conditions will be investigated by drilling two borings to about 30 feet. The borings will be located on the north side of the Control Building. The borings will not extend deep enough to evaluate landsliding of either the 3-acre landslide north of the Terminal Tank or the deeper landslide. The borings will provide information for geotechnical parameters only.

An interpretive geologic cross-section through the Control Building site and the larger Penitencia Creek Landslide to use in the Consultant's analytical model will be developed. Existing data will be used to develop the section and the material properties needed for the engineering analyses.

Seismic slope stability analysis of the 3 acre landslide north of the Terminal Tank will be limited to a paper study based on readily available existing information. The 3-Acre Landslide soil nail mitigation project by DWR will be included in the evaluation of the 3-acre landslide.

The Geotechnical/Geologic Report will include the following:

1. An assessment of mat foundation as a possible foundation retrofit alternative. Developing mitigation alternatives (other than recommendations for a mat foundation) is beyond the scope of this work and if desired by the District, will need to be performed as part of Supplemental Services during Design.
2. Design-level recommendations for foundation retrofit and other geotechnical hazards for the Project.
3. Summary of findings, analyses, evaluations, conclusions and recommendations.

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#### *Vasona Meter Shop and Pump Station*

Published materials and previous geotechnical and geologic reports will be reviewed. A site visit to perform geotechnical and geologic reconnaissance will identify any signs of visible distress to the existing site improvements and to evaluate information developed during the data review. Subsurface conditions will be investigated by drilling three borings. One boring will be located near the adjacent energy dissipator basin slopes; another will be located adjacent to the Pump Station building; and the third boring will be located between the buildings. The data from the borings will be utilized to evaluate potential seismic hazards including liquefaction, lateral spread and static/seismic slope stability. The borings will extend through the fill and at least 10 feet below the elevation of the bottom of the basin and/or creek. One boring will extend to at approximately 50 feet to evaluate liquefaction potential. Based on the available information, the other borings are estimated to be between 25 and 50 feet deep. One boring will be converted into a piezometer to monitor groundwater levels.

The Geotechnical/Geologic Report will include the following:

1. Interpretive geologic cross-section that provide geotechnical material properties throughout the site for use in the liquefaction, lateral spread and slope stability analyses.
2. Results of liquefaction, lateral spread and seismic slope displacement analyses.
3. Discussion of potential risks associated with the calculated displacements (if any) versus the costs to mitigate the hazards.
4. Design-level recommendations relating to foundations and other geotechnical considerations relating to the Project.
5. Summary of findings, analyses, evaluations, conclusions and recommendations.

#### **Assumptions:**

Soil profiling and disposal is included in the Consultant scope of services.

1. Drill cuttings and fluids from the drilling and grouting operations will be containerized in clean, appropriately labeled 55-gallon drums. They which will be stored onsite temporarily near the boring locations. It is assumed a lift gate truck will not be required to move the drums.



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2. Required environmental testing to dispose of the spoils will be performed. This process usually takes about 2 weeks.
3. Contents of the drums will be disposed of offsite. It is assumed that the cuttings will be classified as non-hazardous. If test results indicate the cuttings are contaminated and cannot be disposed of as non-hazardous, the cost difference to dispose of hazardous waste will be allocated from the Supplemental Services During Design task.
4. For determining the not-to-exceed fees for this subtask, the Consultant estimates that each site will have the following number of drums and any additional drums that may be required will be provided through Supplemental Services During Design:
  - (a) Rinconada: 10 drums
  - (b) Penitencia: 5 drums
  - (c) Vasona: 7 drums
  - (d) Total: 22 drums
5. The following are not included in the geotechnical / geologic scope: Shear wave velocity measurements, site specific ground motion analyses, seismic ground response analyses, finite element modeling, and encroachment permit assistance.

#### **Subtask 2.2 – Review Planning Study Report (PSR) and Basis of Design Requirements**

The basis for design will be as stated in the Planning Study. It will be modified to be consistent with District and industry standards such as the California Building Code (CBC).

#### **Subtask 2.3 – Regulatory Requirements and Design Option Alternatives**

The Consultant will assist the District in addressing regulatory requirements. The primary focus will be the City of San Jose for the PWTP and the Town of Los Gatos for the RWTP and Vasona facilities. It is assumed that it will require a total of forty (40) hours of effort for this subtask for meetings/teleconferences.

Regulatory assistance activities can include:

1. Meetings/teleconferences with the District.
2. Meeting minutes.
3. Calculations, drawings and/or providing data in applications required by the regulatory agency.

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4. Preparing regulatory documentation to obtain approvals needed for the Project.
5. Providing necessary copies of design documents for transmitting to regulatory agencies.
6. Advising the District on regulatory agencies, issues and/or requirements not identified by the District that pertain to the Project and providing guidance with contacts and requirements pertaining to the regulatory concern(s) to address.
7. Preparing recommendations and/or alternatives to District for design options and their estimated costs to meet regulatory requirements.

#### **Subtask 2.4 – Conduct Engineering Studies and Analysis**

The Basis of Design Report shall include the results of the analyses for the items listed below. The analysis includes the following:

##### *Rinconada Water Treatment Plant*

1. Women's shower and lockers (southwest corner of the intermediate floor level).
2. Replacement of the domestic water system. (RWTP original drawings M-44).
3. Reallocation of lab space.
4. Exterior roof coating repair of clearwells.
5. Raw Water and Treated Water Operations space renovation (renovate demountable partitions).
6. Comparative structural analysis of original structure with altered structure to determine if the infill condition necessitates a code-required seismic retrofit.
  - a) Note: the California Building Code (CBC) section 3404.4 requires a comparison of forces in the lateral system before and after an alteration. If any forces in the lateral force resisting system increase by 10% or more, the structure must meet the force levels and detailing requirements of the current Code. If the comparative analysis indicates that forces have increased by more than 10% in shear walls, floor diaphragms, or foundations by more than 10%, a code-required seismic retrofit would

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likely be required by the Building Official. The Parties assume that this analysis will show that the infill does not increase forces by more than 10% and the Project may remain subject only to CBC section 3404.5 for voluntary seismic improvements

7. Requirements for exterior modifications including, new stair from upper level to intermediate, steel railings at upper level, and upper level deck edge modification.
8. Requirements for modification of upper level due to the infilled floor opening such as: replacement of existing plaster ceiling, lighting modifications, interior stair in light well and terrazzo flooring.
9. Relevant Fire Code compliance evaluation.
10. Aesthetic considerations related to the infill such as interior design aspects, Terrazzo flooring, and opaquing glass versus glass versus gyp board walls.
11. HVAC modifications for the Upper and Intermediate Floor levels due to infill.
12. Electrical modifications due to infill such as verifying load capacity, lighting, power supply (for example: outlets, monuments, and UPS for control rooms).
13. Controls modifications due to infill such as the cabling in Upper and Intermediate level closets (behind the reception desk).

#### *Penitencia Water Treatment Plant*

1. Restroom and showers. District shall determine restroom location. No workshop is included to discuss restroom locations with the Consultant.

#### *Vasona Meter Shop (VMS) and Pump Station (VPS)*

1. Potholing (two days have been assumed)
  - a. Potholing locations will be defined as distances from existing structures or monuments.

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- b. The potholing information provided shall include depth to utility, utility diameter, and pipe material.
  - c. Photographs of exposed utilities will be provided.
2. Tree removal analysis - determine if trees need to be removed to accommodate the buttresses (VMS).

#### *All Sites:*

1. Integration of IRP2 design with other District project work.
2. ADA justification and compliance review and recommendations (not applicable to the VPS).
3. Electrical and HVAC load analysis to determine if Project improvements can be accommodated or if new infrastructure is required for additional capacity (no additional electrical load is anticipated for the VMS and VPS).
4. Evaluate spare parts needs (list of spare parts for the Contractor to have on hand during construction to minimize downtime).
5. Health and safety requirements as related to the seismic retrofit.
6. At RWTP there may be modifications to the proposed retrofit, such as moving shearwalls to a different location or adding windows to a shearwall, than what was outlined in the PSR. This task includes one additional SAP2000 analyses (one iteration) for a revised model as well as a confirmation analyses.

#### **Subtask 2.5 – Conduct Environmental Support, Studies, and Documentation**

The Consultant will provide services to support the environmental documentation being prepared by the District including the following:

1. Noise and air quality - The Consultant does not anticipate an issue with noise or air quality but has included on the team an SBE subconsultant who can address potential noise and air quality issues associated with construction at the three sites.
2. Traffic - The Consultant believes traffic associated with equipment and materials delivery is within existing limitations but will review 2006 traffic data to confirm. Town of Los Gatos practices regarding truck traffic will be reviewed. The Consultant will identify space for storage of materials in order to meet timing restrictions.

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3. Drainage control plan (VMS).
4. For budgetary purposes, the Consultant estimates up to 20 hours of additional environmental documentation support. Additional environmental documentation support may be provided as a Supplemental Service during Design.

#### **Subtask 2.6 – Develop a Commissioning, Training and Maintenance Plan**

This plan will be developed for the RWTP, VPS and VMS and will prepare District staff for different operational modes through the construction, start-up and testing periods and through the first year of operation. The purpose of this plan is to assist the District in maintaining the ability to meet production obligations by including a sequencing plan and by indicating any training necessary for staff due to temporary operational modes during construction. Included will be a spare parts lists developed in Subtask 2.4 for the Contractor to have on hand during construction to minimize the downtime.

#### **Assumptions:**

1. District will provide all available record drawings (PDF and CAD files), as-builts, geotechnical reports, studies, data and other reports that are relevant to this Project. Record drawings for Mechanical, Electrical and Controls data may not include all data required for design. The Consultant shall field verify Mechanical, Electrical and Controls data as necessary to complete the design. The Consultant shall provide the District with a list of requested data and reports.
2. Planning for remediation/handling of the areas containing hazardous materials is not included in the Commissioning, Training, and Maintenance Plan.
3. The Commissioning, Training, and Maintenance Plan does not include PWTP construction period items since construction for this Project is to coincide with the seven month shutdown for the District's separately constructed PWTP Clearwell Recoating Project.
4. The District will act as the primary contact with regulatory agencies for the Project.
5. Rinconada infill scope of design work will consist of:
  - a. Upper Level
    - i. Infill of floor diaphragm
    - ii. Two light wells in floor diaphragm

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- iii. Mechanical/electrical area behind the reception desk will be modified so that there are two closets with opening in between.
  - iv. Interior stair from Intermediate Level to Upper Level in the proposed light well opening in the infill floor.
  - v. Exterior stair from intermediate Level to Upper Floor, location to be determined
  - vi. Replace precast parapet wall with metal railing.
  - vii. Separate new water treatment and raw water operations control center and two offices
  - viii. New Operations Support Staff Room with cubicles in the current instruction (conference) room
  - ix. New Operations UM office in the superintendent room.
- b. Intermediate Level
- i. Remove existing raised floor except for the telecommunications room. New raised floor will be placed in the telecommunications room.
  - ii. Convert the existing water treatment and raw water operations center to a conference room
  - iii. Relocate LCP-15.
  - iv. New partition wall to replace curved wall.
  - v. New Elect/CS UM office in northwest corner. No partition wall will be added that will create a new enclosed area.
  - vi. New Elect staff room and lab staff room in the area north of the new women's locker room area. No partition wall be added that will create a new enclosed area.
  - vii. New Maint staff open area in the room north of lunchroom. No partition wall be added that will create a new enclosed area.
  - viii. Two Maint Planner offices that will create new enclosed space in the area near the new Water Quality Sampling Room.

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- ix. The area under the infill will remain open and outfitted with cubicles for Elect/CS staff, maintenance library, and maintenance support staff.

#### **Task 2 – Deliverables:**

1. Basis of Design Report. This document will also include discussion of the items in Subtask 2.4. Separate technical memorandum will not be provided for items listed in Subtask 2.4.
2. Traffic analysis (RWTP).
3. Emissions calculations and estimates.
4. Drainage Control Plan (VMS).
5. Potholing plan and report (VMS).
6. Commissioning, Training and Maintenance Plan (RWTP, VMS, and VPS).
7. Calculations Package.
8. Geotechnical/Geologic Reports (3).
9. Summary of recommendations and conclusions from Upper Floor Level and control room workshops.

#### **TASK 3 – 50 PERCENT DESIGN DOCUMENT PREPARATION**

This task includes preparation of 50 percent design plans and specifications. Prior to this submittal, the Consultant shall provide the District with a sample drawing and Special Provisions submittal to confirm that the District's drafting and formatting standards are met. A Preliminary drawing list is attached.

The design documents will include:

#### **All Sites**

1. Staff recommended seismic retrofit alternatives as outlined in the Structural Evaluation of Control Buildings (IPR2) Planning Study Report (November 2011).
2. ADA elements as identified in Task 2.
3. Electrical and HVAC load modifications due to Project (no additional electrical load is anticipated for the VMS and VPS).

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#### **Rinconada Water Treatment Plant**

1. Replacement of the domestic water system. (RWTP original drawings M-44)
2. Women's shower and lockers (southwest corner).
3. Reallocation of lab space.
4. Exterior roof coating repair of clearwells.
5. New area in RWTP Upper Floor Level (infill).
6. New Water Treatment and Raw Water Operations Center with two offices on Upper Level.
7. Convert the existing water treatment and raw water operations center on the Intermediate Level to a conference room
8. Repurposing of rooms as described in Task 2.

#### **Penitencia Water Treatment Plant**

1. Restroom and showers.
2. Mat foundation.

#### **Vasona VMS and VPS**

1. Optimization of concrete buttress walls (VMS).

#### **Subtask 3.1 – 50 Percent Design Criteria Technical Memorandum and Calculations**

The Consultant will prepare one technical memorandum (TM) that will include the design criteria, calculations, and note any amendments to the Basis of Design Report completed in Task 2.

#### **Subtask 3.2 – 50 Percent Constructability Plan**

The Constructability Plan will include the constructability/sequencing requirements for the Contractor. The constraints evaluated include on-going operations, limited shutdown, maintenance activities, and chemical deliveries. It will flag critical coordination of activities with on-going operations. It will also provide suggested edits to Special Provisions and Technical Specifications.



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#### Subtask 3.3 – 50 Percent Plans and Specifications and Cost Estimate

The Consultant will prepare 50 percent design plans, specifications and cost estimate. The Consultant shall use the District's Standard Provisions (boilerplate) and the District's Special Provisions format. The Consultant will work with the District and agree on the technical provisions format. In addition, the Consultant shall submit:

1. Regulatory-driven improvements demonstrating the Project has addressed these concerns or requirements.
2. Tentative schedule for design input meetings, workshops, field meetings, site investigations and consultations with District necessary for the next design submittal.

#### Subtask 3.4 – Respond to District Comments on 50 Percent Submittal

The Consultant shall incorporate the District's comments in the design documents and will provide a written response. All deliverables shall be electronic and will be either MS Word, MS Excel, PDF, or CAD files. Drawings will be provided in both PDF and AutoCAD formats.

#### Assumptions:

1. Surveying is not included in this Scope of Services. All elevations will be taken from existing data. If surveying is necessary, it will be performed under Supplemental Service During Design.
2. CAD files of Vasona Meter Shop and Pump Station, provided by the District shall include survey files if available.
3. The Constructability Plan does not include PWTP since construction for this Project is to coincide with the 7 month shutdown for the PWTP Clearwell Recoating Project.
4. Office improvements and reallocated lab space are to be "open office type" standard improvements (carpet, painted walls and lay-in ceiling with lights) which will be ready to accept third party supplier-designed furniture systems. Data and power will be documented in the Plan set for this area based upon District's furniture systems supplier.
5. The reallocated lab space will have flooring, walls and ceiling to match the current lab and will be configured to accept existing casework, if feasible.

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6. District will provide comments in an Excel spreadsheet within three weeks of receiving the design submittal. Any duplicative or conflicting District comments will be resolved by District staff prior to transmittal to the Consultant.
7. Planning for remediation/handling of the areas containing hazardous materials will be developed by the District's hazardous material consultant. This plan will be considered and coordinated as part of the Constructability Plan.
8. It is assumed that all buildings will be voluntary seismic upgrades. It is further assumed that analysis will show that the proposed infill framing at Rinconada will not trigger a required seismic upgrade. Should analysis indicate that a code required seismic retrofit is required; the additional efforts will be provided through Supplemental Services During Design.
9. It is assumed that the retrofit scheme for Rinconada shown in the PSR will essentially remain the same and be sufficient to meet life safety goals. The wall layout would remain the same with the possibility of relocating the shear wall along gridline 12 on the Upper level from bay between gridlines B & D to the bay between D & E. The requirement for slab thickening of the upper level will be re-evaluated with the addition of the infill.
10. It is assumed that the existing columns below the infill will either have sufficient capacity or may be effectively enhanced by adding concrete thickness or wrapping with a steel jacket. Analysis will show the existing mat foundation will be sufficient to support the newly imposed loads. Should analysis indicate that the columns will require modifications beyond adding concrete thickness or wrapping with a steel jacket and the existing mat foundation will require modification to support the newly imposed loads, Consultant's additional services will be provided through Supplemental Services During Design.
11. It is anticipated that the infill will require modifications to the fire sprinklers in order to comply with the requirements of the Town of Los Gatos or other regulatory requirements. Consultant will provide a performance-based specification and zoning diagram to facilitate the District's Contractor implementing the necessary modifications.
12. HVAC modifications due to infill:  
  
The existing HVAC for the building consists of a cooling and 7-zone re-heat system. After field verification of the building layout and HVAC system, existing Upper and Intermediate floor plans will be recreated in AutoCAD format as base drawings for demolition and modified HVAC plans. The Upper

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and Intermediate floors will be separated with the infill of the large opening between them which will require the HVAC system heat load, airflow, and the number of reheat zones be reanalyzed based on the heat load distribution between the two separate floors and the new reconfigured spaces. Once the new airflow distribution, cooling and heating capacities are determined, the existing HVAC system of ductwork and zone re-heat coils will be replaced with a new system. The existing control system shall be reconfigured and modified.

- a. For concealed ductwork, sizes and routing is assumed as shown on the existing plans.
  - b. It is assumed that upgraded HVAC equipment nameplate information, model numbers, etc., are easily accessible. This information will be gathered during field verification.
  - c. Existing HVAC will be recreated in CAD. Ductwork will be drawn in single line format.
  - d. Airflow rates will be recalculated based on the new building configuration and the new reconfigured spaces.
13. It is assumed that the proposed modifications to the exterior of Rinconada will be considered minor alterations and not subject to public review process. Services in support of a public review process will be provided through Supplemental Services During Design.
  14. The raised access floor in the intermediate level will be removed except for the telecommunications room. The existing racks within the telecommunications room will remain. New raised flooring in the telecommunications room will abut up to existing racks.
  15. The security camera equipment, plant communications and gate controls that are located at the reception desk will need to be relocated.
  16. Rinconada Electrical/Controls:
    - a. The LCP-15A has drawings but they will have to be field-verified.
    - b. The closets behind the reception desk will have a new floor and new walls.
    - c. LCP-15A cannot be taken down for extended periods of time and must be relocated during a plant shutdown.

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- d. The SCADA communications rack will be relocated during construction of the infill and installed permanently in one of the new mechanical/electrical closets behind the reception area.
  - e. Some of the communications on the telephone board will be temporarily relocated.
  - f. The existing UPS's will be reused.
  - g. District shall provide direction and feedback during the workshops regarding the arrangement of the water treatment and raw water control rooms equipment and display.
  - h. TC-6 is not being relocated. Some signals are field connected outside of TC-6.
  - i. The seven data racks in the equipment room will remain in place when the raised floor is replaced. The communication cables can be left in place and protected during construction.
  - j. There are numerous unidentified conduits and cables that will require field- verification in all areas. They will be affected by the construction and will need to be relocated.
  - k. District will provide final design or as-built (preferred) drawings of other District projects that could affect the electrical engineering efforts to document existing conditions. In particular ongoing or current projects similar to those affecting the LCP-15A or Remote Terminal Unit.
  - l. The power conduits and transformers will be relocated in the electrical closets due to conflicts with new floors or walls, this will require replacement and lengthening of existing conduit.
  - m. Compliance with California Code of Regulations, Title 24 will be required.
  - n. Field investigation will be required to determine the impact of the new shear walls on existing conduits.
  - o. The District will set up the conference room as a temporary control room that functions in parallel with the existing control rooms.
17. The HVAC modifications include replacing ductwork as required in the upper two floors, reconfiguration of the re-heat zones, adding new zones, and modification of the existing control system.

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18. If the ductwork on the lower ground floor needs to be replaced, due to its condition, it will be provided through Supplemental Services During Design
19. The light wells will be located to minimize the need to relocate conduits.

#### **Task 3 Deliverables**

1. Design Criteria Technical Memorandum (TM) and calculations.
2. 50 percent plans, specifications and cost estimate.
3. 50 percent Constructability Plan.
4. Written response to District's 50 percent submittal review comments in a table format to facilitate documentation and decision making.

#### **TASK 4 – 90 PERCENT DESIGN DOCUMENT PREPARATION**

This task includes the preparation of 90 percent design plans and specifications.

##### **Subtask 4.1 – 90 Percent Design Criteria Technical Memorandum and Calculations**

Update the design criteria TM and calculations prepared in the previous task.

##### **Subtask 4.2 – 90 Percent Constructability Plan**

Update the Constructability Plan prepared in the previous task.

##### **Subtask 4.3 – 90 Percent Plans and Specifications and Cost Estimate**

The Consultant shall prepare 90 percent design plans, specifications and cost estimate. In addition, the Consultant shall submit:

1. Regulatory-driven improvements demonstrating the Project has addressed these concerns or requirements.
2. Milestones, testing and acceptance for the Project tied to completion and payment for the Contractor's completion of each milestone up until Project acceptance.
3. Tentative schedule for design input meetings, workshops, field meetings, site investigations and consultations with District necessary for the next design submittal.

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#### Subtask 4.4 – Respond to District Comments on 90 Percent Submittal

The Consultant shall incorporate the District's comments in the design documents and will provide a written response. All deliverables shall be electronic and will be either MS Word, MS Excel, PDF, or CAD files. Drawings will be provided in both PDF and AutoCAD formats.

#### Assumptions:

1. Surveying is not included in this scope of service. All elevations will be taken from existing data. If surveying is necessary, it will be performed under Supplemental Service During Design.
2. CAD files of Vasona Meter Shop and Pump Station, provided by the District shall include survey files if available.
3. The Constructability Plan does not include PWTP since construction for this Project is to coincide with the 7 month shutdown for the PWTP Clearwell Recoating Project.
4. Office improvements and reallocated lab space are to be "open office type" standard improvements (carpet, painted walls and lay-in ceiling with lights) which will be ready to accept third party supplier-designed furniture systems. Data and power will be documented in the plan set for this area based upon District's furniture systems supplier.
5. The reallocated lab space will have flooring, walls and ceiling to match the current lab and will be configured to accept existing casework if feasible.
6. District will provide comments in an Excel spreadsheet within three weeks of receiving the design submittal. Any duplicative or conflicting District comments will be resolved by District staff prior to transmittal to the Consultant.
7. Planning for remediation/handling of the areas containing hazardous materials will be developed by the District's hazardous material consultant. This plan will be considered and coordinated as part of the Constructability Plan.
8. It is assumed that all buildings will be voluntary seismic upgrades. It is further assumed that analysis will show that the proposed infill framing at Rinconada will not trigger a required seismic upgrade. Should analysis indicate that a code-required seismic retrofit is required, Consultant's additional services will be provided through the Supplemental Services During Design task.

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9. It is assumed that the retrofit scheme for Rinconada shown in the PSR will essentially remain the same and be sufficient to meet life- safety goals. The wall layout would remain the same, with the possibility of relocating the shear wall along gridline 12 on the Upper level from bay between gridlines B & D to the bay between D & E. The requirement for slab thickening of the upper level will be re-evaluated with the addition of the infill.
10. It is assumed that the existing columns below the infill will either have sufficient capacity or may be effectively enhanced by adding concrete thickness or wrapping with a steel jacket. It is further assumed that the existing mat foundation will be sufficient to support the newly imposed loads.
11. It is anticipated that the infill will require modifications to the fire sprinklers in order to comply with the requirements of the Town of Los Gatos or other regulatory requirements. Consultant will provide a performance-based specification and zoning diagram to facilitate the District's Contractor implementing the necessary modifications.
12. HVAC modifications due to infill:
  - a. The existing HVAC for the building consists of a cooling and 7-zone re-heat system. After field verification of the building layout and HVAC system, existing Upper and Intermediate floor plans will be recreated in AutoCAD format as base drawings for demolition and modified HVAC plans. The Upper and Intermediate floors will be separated with the infill of the large opening between them which will require the HVAC system heat load, airflow, and the number of reheat zones be reanalyzed based on the heat load distribution between the two separate floors and the new reconfigured spaces. Once the new airflow distribution, cooling and heating capacities are determined, the existing HVAC system of ductwork and zone re-heat coils will be replaced with a new system. The existing control system shall be reconfigured and modified. For concealed ductwork, sizes and routing is assumed as shown on the existing plans.
  - b. It is assumed that upgraded HVAC equipment nameplate information, model numbers, etc., are easily accessible. This information will be gathered during field verification.
  - c. Existing HVAC will be recreated in CAD. Ductwork will be drawn in single line format.

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13. It is assumed that the proposed modifications to the exterior of Rinconada will be considered minor alterations and not subject to public review process. Services in support of a public review process will be provided through Supplemental Services During Design.
14. The raised access floor in the intermediate level will be replaced except for the telecommunications room. The existing racks within the telecommunications room will remain. New raised flooring in the telecommunications room will abut up to existing racks.
15. The security camera equipment, plant communications, and gate controls that are located at the reception desk will be relocated.
16. Rinconada Electrical/Controls:
  - a. The LCP-15A has drawings but they will have to be field verified.
  - b. The closets behind the reception desk will have a new floor and new walls.
  - c. LCP-15A cannot be taken down for extended periods of time and must be relocated during a plant shutdown.
  - d. The SCADA communications rack will be relocated during construction of the infill and installed permanently in one of the new mechanical/electrical closets behind the reception area.
  - e. Some of the communications on the telephone board will be temporarily relocated.
  - f. The existing UPS's will be reused.
  - g. District shall provide direction and feedback during the workshops regarding the arrangement of the water treatment and raw water control room's equipment and display.
  - h. TC-6 is not being relocated. Some signals are field connected outside of TC-6.
  - i. The seven data racks in the equipment room will remain in place when the raised floor is replaced. The communication cables can be left in place and protected during construction.
  - j. There are numerous unidentified conduits and cables that will required field verification in all areas. They will be affected by the construction and will need to be relocated.



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- k. District will provide final design or as-built (preferred) drawings of other District projects that could affect the electrical engineering efforts to document existing conditions. In particular ongoing or current projects similar to those affecting the LCP-15A or Remote Terminal Unit.
  - l. The power conduits and transformers will be relocated in the electrical closets due to conflicts with new floors or walls; this will require replacement and lengthening of existing conduit.
  - m. Compliance with California Code of Regulations, Title 24 will be required.
  - n. Field investigation will be required to determine the impact of the new shear walls on existing conduits.
  - o. The District will set up the conference room as a temporary control room that functions in parallel with the existing control rooms.
- 17. The HVAC modifications include replacing ductwork as required in the upper two floors, reconfiguration of the re-heat zones, adding new zones, and modification of the existing control system.
  - 18. If the ductwork on the lower ground floor needs to be replaced, due to its condition, it will be provided through Supplemental Services During Design.
  - 19. The light wells will be located to minimize the need to relocate conduits.

#### **Task 4 Deliverables:**

- 1. Updated Design Criteria Technical Memorandum (TM) and calculations.
- 2. 90 percent plans, specifications and cost estimate.
- 3. 90 percent Constructability Plan.
- 4. Written response to District's 90 percent submittal review comments in a table format to facilitate documentation and decision making.

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#### TASK 5 – FINAL DESIGN DOCUMENT PREPARATION

This task includes the preparation of final contract documents.

##### **Subtask 5.1 – Final Contract Documents - Plans and Specifications and Cost Estimate**

The Consultant shall prepare the final design plans, specifications, and engineer's estimate. The specifications will include Standard Provisions, Special Provisions, Technical Provisions, Appendices, Notice to Bidders and Bid Documents.

##### **Subtask 5.2 – Design to Construction Phase Transition Report**

A Design to Construction Phase Transition Report shall be prepared using the District's QEMS W73004 Design Phase WBS Item Descriptions and Instructions and F75101 Close-Out Checklist, incorporated herein by this reference, as guides for items to be included in the Report.

##### **Subtask 5.3 – Permit Assistance**

This task includes the effort to prepare documents and assist in obtaining necessary permits for construction including:

1. Building and Fire Code Permits from the City of San Jose and the Town of Los Gatos.
2. Certificate of Geologic Hazard Clearance for PWTP from the City of San Jose Department of Public Works.
3. For the purpose of determining the not-to-exceed fees for this subtask, Consultant estimates approximately 141 hours of effort for this subtask. It includes any meetings with other agencies and District staff. Additional assistance may be required and shall be performed as a part of Supplemental Services During Design.

Deliverables shall be electronic and will be either MS Word, MS Excel, PDF, or CAD files. A signed and stamped specification cover sheet and one set of full size (22x34) signed and stamped mylar drawings will be provided by the Consultant.

##### **Assumptions:**

1. Surveying is not included in this scope of service. All elevations will be taken from existing data. If surveying is necessary, it will be performed under Supplemental Service During Design.

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2. CAD files of Vasona Meter Shop and Pump Station, provided by the District shall include survey files if available.
3. The Constructability Plan does not include PWTP since construction for this Project is to coincide with the 7 month shutdown for the PWTP Clearwell Recoating Project.
4. Office improvements and reallocated lab space are to be “open office type” standard improvements (vinyl tile, painted walls and lay-in ceiling with lights) which will be ready to accept third party supplier-designed furniture systems. Data and power will be documented in the plan set for this area based upon District’s furniture systems supplier.
5. The reallocated lab space will have flooring, walls and ceiling to match the current lab and will be configured to accept existing casework if feasible.
6. District will provide comments in an Excel spreadsheet within three weeks of receiving the design submittal. Any duplicative or conflicting District comments will be resolved by District staff prior to transmittal to the Consultant.
7. Planning for remediation/handling of the areas containing hazardous materials will be developed by the District’s hazardous material consultant. This plan will be considered and coordinated as part of the Constructability Plan.
8. It is assumed that all buildings will be voluntary seismic upgrades. It is further assumed that analysis will show that the proposed infill framing at Rinconada will not trigger a required seismic upgrade. Should analysis indicate that a code-required seismic retrofit is required, Consultant’s additional services will be provided through Supplemental Services During Design.
9. It is assumed that the retrofit scheme for Rinconada shown in the PSR will essentially remain the same and be sufficient to meet life-safety goals. The wall layout will remain the same, with the possibility of relocating the shear wall along gridline 12 on the Upper level from bay between gridlines B & D to the bay between D & E. The requirement for slab thickening of the upper level will be re-evaluated with the addition of the infill.
10. It is assumed that the existing columns below the infill will either have sufficient capacity or may be effectively enhanced by adding concrete thickness or wrapping with a steel jacket. It is further assumed that the existing mat foundation will be sufficient to support the newly-imposed loads.

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11. It is anticipated that the infill will require modifications to the fire sprinklers in order to comply with the requirements of the Town of Los Gatos or other regulatory requirements. Consultant will provide a performance-based specification and zoning diagram to facilitate the District's Contractor implementing the necessary modifications.
12. HVAC modifications due to infill:

The existing HVAC for the building consists of a cooling and 7-zone re-heat system. After field verification of the building layout and HVAC system, existing Upper and Intermediate floor plans will be recreated in AutoCAD format as base drawings for demolition and modified HVAC plans. The Upper and Intermediate floors will be separated with the infill of the large opening between them which will require the HVAC system heat load, airflow, and the number of reheat zones be reanalyzed based on the heat load distribution between the two separate floors and the new reconfigured spaces. Once the new airflow distribution, cooling and heating capacities are determined, the existing HVAC system of ductwork and zone re-heat coils will be replaced with a new system. The existing control system shall be reconfigured and modified.

  - a. For concealed ductwork, sizes and routing is assumed as shown on the existing plans.
  - b. It is assumed that upgraded HVAC equipment nameplate information, model numbers, etc., are easily accessible. This information will be gathered during field verification.
  - c. Existing HVAC will be recreated in CAD. Ductwork will be drawn in single line format.
  - d. Airflow rates will be recalculated based on the new building configuration.
13. It is assumed that the proposed modifications to the exterior of Rinconada will be considered minor alterations and not subject to public review process. Services in support of a public review process will be provided through Supplemental Services During Design.
14. The raised access floor in the intermediate level will be removed except for the telecommunications room. The existing racks within the telecommunications room will remain. New raised flooring in the telecommunications room will abut up to existing racks.

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15. The security camera equipment, plant communications and gate controls that are located at the reception desk will need to be relocated.
16. Rinconada Electrical/Controls:
  - a. The LCP-15A has drawings but they will have to be field verified.
  - b. The closets behind the reception desk will have a new floor and new walls.
  - c. LCP-15A cannot be taken down for extended periods of time and must be relocated during a plant shutdown.
  - d. The SCADA communications rack will be relocated during construction of the infill and installed permanently in one of the new mechanical/electrical closets behind the reception area.
  - e. Some of the communications on the telephone board will be temporarily relocated.
  - f. The existing UPS's will be reused.
  - g. District shall provide the arrangement of the water treatment and raw water control room's equipment and display.
  - h. TC-6 is not being relocated. Some signals are field connected outside of TC-6.
  - i. The seven data racks in the equipment room will remain in place when the raised floor is replaced. The communication cables can be left in place and protected during construction.
  - j. There are numerous unidentified conduits and cables that will require field- verification in all areas. They will be affected by the construction and will need to be relocated.
  - k. District will provide final design or as-built (preferred) drawings of other District projects that could affect the electrical engineering efforts to document existing conditions. In particular ongoing or current projects similar to those affecting the LCP-15A or Remote Terminal Unit.
  - l. The power conduits and transformers will be relocated in the electrical closets due to conflicts with new floors or walls. This will require replacement and lengthening of existing conduit.

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- m. Compliance with California Code of Regulations, Title 24 will be required.
  - n. Field investigation will be required to determine the impact of the new shear walls on existing conduits.
  - o. The District will set up the conference room as a temporary control room that functions in parallel with the existing control rooms.
- 17. The HVAC modifications include replacing ductwork as required in the upper two floors, reconfiguration of the re-heat zones, adding new zones, and modification of the existing control system.
  - 18. If the ductwork on the lower ground floor needs to be replaced, due to its condition, it will be provided through Supplemental Services During Design.
  - 19. The light wells will be located to minimize the need to relocate conduits.

#### **Task 5 Deliverables:**

- 1. Final Contract Documents – Plans, Specifications, and Engineer's Estimate.
- 2. Design to Construction Phase Transition Report.
- 3. Deliverables shall be electronic and will be either MS Word, MS Excel, PDF, or CAD files. A signed and stamped specification cover sheet and one set of full size (22x34) signed and stamped mylar drawings will be provided by the Consultant.
- 4. A final set of all calculations.

#### **TASK 6 BID AND AWARD SERVICES**

The task includes assistance during the bidding process of the design phase.

##### **Subtask 6.1 – Respond to Bidders Questions**

The Consultant shall respond to bidders' questions pertaining to the Final Contract Documents including plans and specifications during the bid period.

##### **Subtask 6.2 –Attend Pre-Bid Conference and Site Visit**

Three staff from the Consultant team shall attend the pre-bid conference including site visit.

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#### **Subtask 6.3 – Prepare Bid Document Addenda**

The Consultant shall prepare up to two bid document addenda if clarifications or changes to Final Contract Documents including plans and specifications are needed. In addition, the Consultant shall determine if there are any construction schedule and cost impacts due to each addendum. The Consultant shall submit construction schedule and cost impacts to the District for consideration prior to finalizing the addendum. Additional Addenda may be required and provided through Supplemental Services During Design.

#### **Subtask 6.4 – Prepare Conformed Set of Bid Documents**

The Consultant shall prepare the conformed set of bid documents. Changes to drawings will be shown as redlines to the PDFs of the drawings. For the purpose of determining the not-to-exceed fees for this subtask, the Consultant estimates approximately 58 hours of effort. Additional effort may be required and performed as a part of Supplemental Services During Design.

#### **Assumptions:**

1. The District will receive all bidders' questions, convey those questions related to Consultant's scope of services to them, and disseminate the responses to bidders.
2. The District will be responsible for generating pre-bid conference notes and disseminating the notes to bidders.
3. The District will be responsible for reproducing and distributing of bid documents, and addenda documents.
4. Pre-bid conference and site visit are scheduled to occur on one day.

#### **Task 6 Deliverables:**

1. Written responses to bidders' questions.
2. Attendance at pre-bid conference including site visit.
3. Prepare addenda (2).
4. Electronic copy of conformed set of construction Contract Documents.

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#### TASK 7 – SUPPLEMENTAL SERVICES DURING DESIGN

The District may require, and Consultant shall perform Supplemental Services during the design phase depending on the results of the Task 2 investigations and the decisions made during the design process. For each Supplemental Service, the Consultant shall provide, in writing, a specific scope, deliverables list, schedule, and fee estimates. The Consultant understands that prior to performing any Supplemental Service, the Consultant must obtain written authorization in the form of a Task Order (see Attachment Three – Task Order Template) which is reviewed and executed by the District's Water Utility Capital Division Deputy Operating Officer. The following is a list of Supplemental Services that may be required during design:

##### **Subtask 7.1 – Identification of Potential Presence of Hazardous Materials**

The Consultant understands that the District will separately and independently contract with a firm to handle the hazardous materials during construction. During the design phase, the Consultant will evaluate the potential presence of hazardous materials. For example, the pipe wrapping/insulation at Rinconada WTP might contain asbestos. Based on the age of the controls buildings, there is a high likelihood of the presence of asbestos containing materials (ACM) and lead paint. This subtask includes a site visit to each facility and a list of potential hazard materials for inclusion in specifications.

##### **Subtask 7.2 – Miscellaneous**

1. Additional Workshops, Meetings, or Board presentations
2. Additional Alternatives SAP2000 Analysis
3. Additional Permit Assistance
4. Surveying
5. Hazardous Waste Disposal of soil boring tailings
6. Encroachment Permit Assistance
7. Further Seismic Slope Stability Evaluation at PWTP
8. Further Seismic Slope Stability Evaluation at RWTP
9. Developing Landslide-Related Mitigation Alternatives at PWTP (other than mat foundation)
10. Further Seismic Retrofit at RWTP if the Town of Los Gatos requires a "Required Seismic Retrofit"



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11. Column and/or foundation strengthening if necessary to support new floor at RWTP
12. RWTP Public Review support
13. Additional Quantities of Services: As requested by District or Consultant, with District's approval, Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 1 through 6 to include, but not be limited to:
  - a) Additional meetings and technical workshops
  - b) Additional time allotted for meetings and workshops
  - c) Additional status/progress reports
  - d) Additional telephone conference calls
  - e) Additional surveys and field days related to potholing
  - f) Additional pages or copies of technical memorandums, plans, reports, drawings and specifications
  - g) Additional optional or alternative construction bid items
  - h) Additional public outreach visuals
  - i) Additional pre-bid conference and site visits
  - j) Additional addenda

**V. ADDITIONAL TERMS AND CONDITION**

**A. Consultant as Independent Contractor**

1. Consultant will perform all services as an independent contractor and not an agent or employee of District.
2. The expertise and experience of Consultant are material considerations for District's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without prior written consent of District, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of moneys due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of the District.

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- B. Consultant's General Responsibilities
1. Standard of Care
    - a. Consultant and its sub-consultants must perform this Scope of Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.
    - b. Consultant and its sub-consultants must perform this Scope of Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements.
  2. Unless the requirements for the Scope of Services described in this Agreement are specifically modified in writing, Consultant must provide its services and deliverables as required.
- C. Confidentiality - Due to the nature of the services the Consultant will provide under the Agreement, there may be disclosure to the Consultant of detailed information about the District's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information. The Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately. In the event the Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of the Consultant's employees, its subcontractors, and its sub-consultants authorized by the District to have the information. The Consultant will notify the District's Project Manager immediately of any request by any third party to have access to the information, and will not disclose the requested information without first receiving express written authorization from the District's Project Manager. The requirements of this section will survive completion expiration, or termination of this Agreement.
- D. Project Management
1. The Project Manager for the District is Todd Inman, Senior Engineer.
  2. The Project Manager for Consultant is as indicated in Attachment One of this Appendix.
  3. The District's Project Manager is the only person authorized to accept Consultant's deliverables on behalf of the District.

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#### E. Task Orders

1. Supplemental Services will be assigned to the Consultant through issuance of Task Orders. After Supplemental Services to be performed under this Agreement are identified and communicated to Consultant by the District Project Manager, the Consultant will prepare a proposed Task Order. The proposed Task Order must identify the following:
  - a. Description of the services, including deliverables,
  - b. The total not-to-exceed amount for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services,
  - c. Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District Project Manager,
  - d. Estimated cost of each reimbursable expense, including any applicable fees, and
  - e. Time schedule for completing the services.
2. The Consultant agrees that the not-to-exceed amount specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both the District's Water Utility Capital Division Deputy Operating Officer, and the Consultant's Project Manager.
3. The Consultant must not commence performance of services on a Task Order until it has been approved by the District's Water Utility Capital Division Deputy Operating Officer and notice to proceed has been issued by the District's Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by the District for an individual Task Order will not exceed the amount agreed to in the Task Order.

#### F. Conflict of Interest

1. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement. Consultant represents that Consultant's performance under the Agreement does not require the breach of any agreement or obligation to

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keep in confidence the proprietary information of another party. Consultant will not bring to the District or use in the performance of Consultant's duties under the Agreement any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials.

2. Upon District's request, Consultant will complete, execute, and submit California Fair Political Practices Commission Form 700. Consultant also represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not act as a consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.
3. Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not submit a proposal: (i) for any contract to be awarded for construction management or the construction of any project that is related to the services provided under the agreement; or (ii) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; (iii) for any single source products/services related to the services under this Agreement, or have a financial stake in any single source products/services resulting from this Agreement.

**G. Term and Termination**

This paragraph G, Term and Termination and the following paragraph H, Consultant's Compensation Upon Termination or Suspension, of Section VI. Additional Terms and Conditions, replaces the paragraph number 2 stated in the Standard Consultant Agreement portion of this Agreement, at Section VI. Changes in the Work.

**1. Term and Automatic Termination**

This Agreement encompasses all services for which Consultant is responsible to provide within the time limits and not-to-exceed amount set forth herein. Consultant will not undertake to provide services where it reasonably appears that the services cannot be provided and expenses cannot be incurred within said total compensation limit of this Agreement and the applicable not-to-exceed amount of any Task Order.

**2. District's Rights**

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### REVISED APPENDIX ONE SCOPE OF SERVICES

- a. Suspension: District may, by written notice to Consultant, suspend any or all services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within ninety (90) days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice-To-Proceed or Task Order.
- b. Termination for Convenience: District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in section H., Consultant's Compensation Upon Termination of Suspension, referenced below.
- c. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within thirty (30) days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or expenses beyond the specified termination date.
- d. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for District's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
- e. The rights and remedies provided herein to District are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

#### H. Consultant's Compensation Upon Termination or Suspension

1. In the event of termination of this Agreement or any Task Order, or suspension of services by District, Consultant will receive compensation

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### REVISED APPENDIX ONE SCOPE OF SERVICES

based on satisfactory performance, accepted by the District Project Manager, as follows:

- a. For Direct Labor – Consultant will be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination.
- b. For Other Direct Costs (ODC) – Consultant will be entitled to receive compensation for all authorized ODCs incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination.
- c. In no event will the total compensation paid for any item of service exceed the payment specified in this Agreement and Task Order.

#### I. Release of Information Prohibited

The Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized District personnel. The Consultant will not release any information pertinent to the Project under design or construction for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from the District Project Manager. Any media inquiry at any time to Consultant relating to any matter concerning services provided or requested to be provided under this Agreement will be referred immediately to the District Project Manager. Consultant will not communicate with the media regarding any such matter.

#### J. Notices

All notices will be deemed to have been given when made in writing and when delivered or mailed to the representatives of the District and the Consultant at their respective addresses as follows:

##### District:

Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638  
Attention: Katherine Oven, Deputy Operating Officer  
Water Utility Capital Division  
Email: [KOven@valleywater.org](mailto:KOven@valleywater.org)  
Phone: (408) 630-3126  
Fax: (408) 979-5656

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Consultant:

HDR Engineering, Inc.  
2121 North California Boulevard, Suite 475  
Walnut Creek, CA 94596  
Attention: Peter Talbot, Senior Vice President  
Email: Peter.Talbot@hdrinc.com  
Phone: (925)974-2506  
Fax: (925) 974-2533

K. Good Neighbor

The District always strives to be a good neighbor to the community adjacent to its facility. The Consultant will take steps so that disturbance by its actions to neighbors is minimized. The Consultant, its staff, and sub-consultants will always communicate and interact with the members of the public in a polite and professional manner.

L. Scope of Services Attachments

The following listed Attachments referred to herein are incorporated in this – Revised Appendix One – Scope of Services as though set forth in full:

Attachment One – Consultant's Key Staff and Sub-consultants  
Attachment Two – Dispute Resolution  
Attachment Three – Task Order Template

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## AMENDMENT NO. 1 TO AGREEMENT A3624A

### ATTACHMENT ONE CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

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

Team Member	Project Role
Peter Talbot, HDR Engineering, Inc. 925-974-2506 <a href="mailto:Peter.Talbot@hdrinc.com">Peter.Talbot@hdrinc.com</a>	Project Manager
Dolly Chen, HDR Engineering, Inc. 925-974-2502 <a href="mailto:Dolly.Chen@hdrinc.com">Dolly.Chen@hdrinc.com</a>	Assistant Project Manager
Mack Conachen, HDR Architecture, Inc. 415-546-4245 <a href="mailto:Mack.Conachen@hdrinc.com">Mack.Conachen@hdrinc.com</a>	Structural Engineer

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

3. The following sub-consultants are authorized to work on the Project:

Firm	Project Role	Key Personnel
InfraTerra, Inc.	Structural and Geologic	Ahmed Nisar Chris Hitchcock
Beyaz & Patel	Structural	Gary Ho Charles Pao
A3GEO, Inc.	Geotechnical	Dona Mann Wayne Magnuson
CDM Smith	Constructability	Chad Brown Mark Ryan
RES Engineers Inc.	Inspection, Materials Testing	Jeff Miller Ross Esfandiari
EXARO Technologies Corporation	Potholing	Jose Dominguez
Illingworth & Rodkin, Inc.	Noise Abatement, Air Quality	Michael Thill James Reyff
KELCO Services, Inc.	Hazardous Materials	Tim Cannard



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**ATTACHMENT ONE  
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

4. Contact information for the above listed sub-consultants is as follows:

InfraTerra, Inc.  
5 Third Street, Suite 224  
San Francisco, CA 94103  
510-684-6306  
Ahmed Nisar  
[anisar@infraterra.com](mailto:anisar@infraterra.com)

Beyaz & Patel  
100 Montgomery Street, Suite 1250  
San Francisco, CA 94104-4315  
415-293-4511  
Gary Ho  
[gho@beyazpatel.com](mailto:gho@beyazpatel.com)

A3GEO, Inc.  
1331 Seventh Street, Unit E  
Berkeley, CA 94710  
415-425-0247  
Dona Mann  
[dona@a3geo.com](mailto:dona@a3geo.com)

KELLCO Services, Inc.  
3137 Diablo Avenue  
Hayward, CA 94545  
510-786-9751  
Tim Cannard  
[Mailbox3137@kellco.com](mailto:Mailbox3137@kellco.com)

CDM Smith  
100 Pringle Avenue, Suite 300  
Walnut Creek, CA 94596  
925-296-8013  
Phillippe Daniel  
[danielpa@cdmsmith.com](mailto:danielpa@cdmsmith.com)

RES Engineers Inc.  
1250 Missouri Street, Suite 207  
San Francisco, CA 94107  
415-822-4625  
Saam Esfandiari  
[saam@resengineers.com](mailto:saam@resengineers.com)

EXARO Technologies Corporation  
1831 Bayshore Highway  
Burlingame, CA 94010  
650-777-4324  
Jose Domingues  
[jd@exarotec.com](mailto:jd@exarotec.com)

Illingworth & Rodkin, Inc.  
505 Petaluma Blvd South  
Petaluma, CA 94952  
707-766-7700  
Michael Thill  
[mthill@illingworthrodkin.com](mailto:mthill@illingworthrodkin.com)

5. None of the above-named Consultant staff or sub-consultants will be replaced without the approval of the District's Project Manager. If Consultant's Project Manager or any other designated key staff person or sub-consultant fails to perform to the satisfaction of the District, on written notice from District's Project Manager, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.
- A. Consultant will not charge District the time it takes Consultant's replacement personnel to obtain the District specific Project knowledge in the possession of the person or persons being replaced.
- B. The Project team organization chart and delegated responsibilities of each team member will be revised accordingly and submitted to the District for concurrence.

**AMENDMENT NO. 1 TO AGREEMENT A3624A**  
**ATTACHMENT ONE**  
**CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

6. The District's Project Manager may approve any revisions to Consultant's key staff or designated sub-consultant as an administrative modification to this Agreement.

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## **AMENDMENT NO. 1 TO AGREEMENT #A3624A**

### **ATTACHMENT TWO DISPUTE RESOLUTION**

#### **I. CONSULTANT'S QUESTIONS AND CONCERNS**

Questions regarding the terms, conditions and Services relating to this Agreement will be decided by the District who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

#### **II. DISPUTE RESOLUTION**

- A. Alternate Dispute Resolution (ADR)
  - 1. District intends to use ADR techniques including Partnering and Mediation to resolve disputes relating to the Project.
- B. Consultant and its sub-consultants are expected to participate in all ADR efforts.
- C. The cost of Partnering training facilities and facilitator will be borne by District.

#### **III. NEGOTIATIONS BEFORE AND DURING MEDIATION**

Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by District and Consultant.

#### **IV. MEDIATION**

- A. Voluntary Mediation
  - 1. In the event a dispute or issue is not resolved by the Internal Review process stated in the Standard Consultant Agreement, Section VIII, Resolution of Disputes, District and Consultant agree to attempt to resolve the matter by Mediation. The External Review paragraph of Section VIII is hereby deleted.
  - 2. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable solution.
  - 3. These provisions relating to voluntary Mediation will not be construed or interpreted as mandatory arbitration.
- B. Initiation of Mediation
  - 1. Any party to a dispute or claim may initiate Mediation by notifying the other party or parties in writing.

**AMENDMENT NO. 1 TO AGREEMENT #A3624A**

**ATTACHMENT TWO  
DISPUTE RESOLUTION**

C. Request for Mediation

1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.

D. Selection of Mediator

1. Upon receipt of a Request for Mediation, within fourteen (14) days, the parties will confer to select an appropriate Mediator agreeable to all parties.
2. If the parties cannot agree on a Mediator, they hereby agree to accept a Mediator appointed by a recognized association such as the American Arbitration Association.

E. Qualifications of a Mediator:

1. Any Mediator selected must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
2. No person will serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the parties will confer and decide whether to select another Mediator.

F. Vacancies

1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the parties agree otherwise.

G. Representation

1. Any party may be represented by person(s) of their choice who must have full authority to negotiate.
2. The names and addresses of such person(s) must be communicated in writing to all parties and to the Mediator.

H. Time and Place of Mediation

1. The Mediator will set the time of each Mediation session.

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**ATTACHMENT TWO  
DISPUTE RESOLUTION**

2. The Mediation will be held at a convenient location agreeable to the Mediator and the parties, as determined by the Mediator.
  3. All reasonable efforts will be made by the parties and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.
- I. Identification of Matters in Dispute
1. Unless a longer period of time is required by the Mediator, at least ten (10) Days before the first scheduled Mediation session, each party must provide the Mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the Mediator, or otherwise agreed by the parties, the parties may mutually exchange such memoranda.
  2. At the first session, the parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each party to supplement such information.
- J. Authority of Mediator
1. The Mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute.
  2. The Mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement.
  3. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the Mediator or the parties, as determined by the Mediator.
  4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further efforts at Mediation would not contribute to a resolution of the dispute between the parties.
- K. Privacy
1. Mediation sessions are private.
  2. The parties and their representatives may attend Mediation sessions.

**AMENDMENT NO. 1 TO AGREEMENT #A3624A**

**ATTACHMENT TWO  
DISPUTE RESOLUTION**

3. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

**L. Confidentiality**

1. The Mediator will not divulge confidential information disclosed to a Mediator by the parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.
3. The Mediator must not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.
4. The parties must maintain the confidentiality of the Mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
  - a. Views expressed or suggestions made by the other party with respect to a possible settlement of the dispute;
  - b. Statements made by the other party in the course of the Mediation proceedings;
  - c. Proposals made or views expressed by the Mediator;
  - d. Whether the other party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

**M. No Stenographic Record**

1. There will be no stenographic record of the Mediation.

**N. Termination of Mediation**

1. The Mediation will be terminated:
  - a. By the execution of a Settlement Agreement by the parties;
  - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
  - c. By a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.

**AMENDMENT NO. 1 TO AGREEMENT #A3624A**

**ATTACHMENT TWO  
DISPUTE RESOLUTION**

- O. Exclusion of Liability
  - 1. No Mediator will be a necessary party in judicial proceedings related to the Mediation.
- P. Interpretation and Application of These Mediation Provisions
  - 1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.
- Q. Expenses
  - 1. The expenses of witnesses for each party must be paid by the party producing the witnesses.
  - 2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, or the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned as the Mediator finds appropriate or as otherwise agreed to by the parties.

**V. COMPENSATION FOR PARTICIPATION IN MEDIATION**

Neither Consultant nor the District is entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and District arising out of this Agreement.

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**AMENDMENT NO. 1 TO AGREEMENT A3624A**

**ATTACHMENT THREE  
TASK ORDER TEMPLATE**

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

Agreement: Standard Consultant Agreement – Contract No. \_\_\_\_\_ (“Agreement”) Between the Santa Clara Valley Water District (“District”) and \_\_\_\_\_ (“Consultant”), dated \_\_\_\_\_.

District Project Manager: \_\_\_\_\_

Consultant Project Manager: \_\_\_\_\_

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

1. Upon full execution of this Task Order Number: \_\_\_\_\_, as set forth in Task 7 of Appendix One and issuance of a notice to proceed by the District Project Manager, Consultant is hereby authorized to perform the services described in Attachment A to this Task Order. Any costs incurred, services performed or expenditures by Consultant before this Task Order is executed or before the issuance of the notice to proceed will be considered outside the contracted scope of services and will not be eligible for payment.
2. Both the scope of services to be performed and the deliverables to be provided under this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A identifies the following:
  - a. Consultant personnel to be assigned to perform the services, including resumes if not previously provided to the District Project Manager
  - b. The estimated number of hours required to perform the services assigned to each assigned Consultant personnel
  - c. Estimated cost of each reimbursable expense, including any applicable fees
  - d. Project schedule for completing the scope of services
3. Consultant will be compensated at the hourly rates established in Appendix Two of the Agreement. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order will become effective on the date of signature by District Deputy Operating Officer and Consultant Project Manager, and remain in effect until the earlier of: completion of the tasks set forth in Attachment A or {enter expected completion date}.
5. Copies of applicable state and federal permits required to perform the services in Attachment A are attached to this Task Order, unless the Consultant Project Manager previously provided the appropriate permits to the District.
6. Consultant will perform all services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.
7. Signatures:

**Signature/Print Name:** \_\_\_\_\_

**CONSULTANT PROJECT MANAGER  
ON BEHALF OF CONSULTANT**

\_\_\_\_\_  
**DATE**

**Signature/Print Name:** \_\_\_\_\_

**SANTA CLARA VALLEY WATER DISTRICT  
DEPUTY OPERATING OFFICER**

\_\_\_\_\_  
**DATE**



## AMENDMENT NO. 1 TO AGREEMENT A3624A

### REVISED APPENDIX TWO FEES AND PAYMENTS

#### I. GENERAL

Payment for all services performed by Consultant to the satisfaction of the District as listed in Appendix One - Scope of Services for this Agreement will be based upon the Total Not-to-Exceed (NTE) Fees stated in this Appendix Two for the performance of the associated tasks. The District will make payments to the Consultant under the terms provided for in this Appendix. Payments made by the District to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, sub-consultant(s), and equipment including reimbursable, travel and per diem expenses used by the Consultant to complete the work.

#### II. TOTAL FUNDING AUTHORIZED UNDER THIS AGREEMENT

Total payment for services performed, as defined in Appendix One - Scope of Services, will not exceed a total amount of **\$1,829,656** during the term of this Agreement. 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 as authorized by the Board. The Consultant guarantees that it will complete the contracted Scope of Services for the Total NTE Amount stated herein.

#### III. COST BREAKDOWN

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 During Design without prior written authorization by the District as stated in Appendix One of this Agreement.

#### COST BREAKDOWN

Task	Description	Total Fixed (Not-to-Exceed) Fees	Amendment No. 1	Revised Total Fixed (Not-to-Exceed) Fees
1	Project Management Services	\$152,027	\$38,715	\$190,742
2	Design Services Data Collection and Investigations	\$296,303	\$54,640	\$350,943
3	50% Design Document Preparation	\$319,283	\$184,311	\$503,594
4	90% Design Document Preparation	\$265,219	\$140,618	\$405,837
5	Final Design Document Preparation	\$97,905	\$81,305	\$179,210

**AMENDMENT NO. 1 TO AGREEMENT A3624A**

**REVISED APPENDIX TWO  
FEES AND PAYMENTS**

<b>Task</b>	<b>Description</b>	<b>Total Fixed (Not-to-Exceed) Fees</b>	<b>Amendment No. 1</b>	<b>Revised Total Fixed (Not-to-Exceed) Fees</b>
6	Bid and Award Services	\$30,801	\$16,972	\$47,773
7	Supplemental Services During Design	\$99,952	\$51,605	\$151,557
<b>Total Not-to-Exceed Amount</b>		<b>\$1,261,490</b>	<b>\$568,166</b>	<b>\$1,829,656</b>

**IV. TERMS AND CONDITIONS**

Payments for services performed, as defined in Appendix One - Scope of Services, will be based on the following terms:

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

**AMENDMENT NO. 1 TO AGREEMENT A3624A**

**REVISED APPENDIX TWO  
FEES AND PAYMENTS**

**Hourly Rate Schedule**

<b>Role</b>	<b>Hourly Rate</b>
<b>PRIME – HDR Engineering, Inc.</b>	
Sr. Project Manager/QA Team Member	\$257.38
Project Controls Mgr./Senior Process Engr.	\$244.80
Assistant Project Manager	\$178.00
Sr. Structural Engineer	\$228.04
Sr. Electrical	\$222.00
Sr. Cost Engineer	\$209.18
Sr. Operations Specialist	\$205.00
Sr. Mechanical Engineer	\$178.00
Process Engineer	\$178.00
Electrical Engineer	\$178.00
Environmental Engineer	\$200.00
Associate Structural Engineer	\$151.00
Structural Designer	\$137.00
Sr. Architect/Interior Designer	\$192.42
Civil Engineer	\$144.24
CAD Operator/Controller	\$139.01
Word Processing/Administrator/Architectural Tech	\$106.53
<b>SUBCONSULTANT(S)</b>	
InfraTerra, Inc.	
Principal Engineer/Geologist	\$195
Project Engineer/Geologist	\$145
Staff Engineer/Geologist	\$130
Graphics	\$110
Administrative	\$60
Beyaz & Patel	
Principal Engineer	\$185
Project Engineer	\$145
Senior Staff Engineer	\$125
Staff Engineer	\$100
CAD	\$115
Administrative	\$85
A3GEO, Inc.	
Principal Engineer	\$180
Senior Engineer	\$165
Project Engineer	\$145
Staff Engineer	\$125
Graphics	\$100
Word Processing	\$100

**AMENDMENT NO. 1 TO AGREEMENT A3624A**

**REVISED APPENDIX TWO  
FEES AND PAYMENTS**

**Hourly Rate Schedule**

<b>Role</b>	<b>Hourly Rate</b>
<b>CDM Smith</b>	
Lead Construction Engineer	\$242
Senior Engineer	\$240
Structural Engineer	\$200
CAD	\$120
Administrative	\$100
<b>RES Engineers Inc.</b>	
Principal Engineer	\$200
Consulting Engineer	\$180
Associate Engineer	\$160
Staff Engineer	\$140
CAD	\$100
Specialty Field Technician	\$100
Field Technician	\$95
Laboratory Technician	\$90
Administrative	\$75
<b>Illingworth &amp; Rodkin, Inc.</b>	
Senior Noise/Air Quality Engineer	\$175
Staff Noise/Air Quality Engineer	\$125
Technical Support	\$75
<b>KELLCO Services, Inc.</b>	
Consulting Engineer/Principal Consultant	\$125
Field Technician	\$110/hour or \$850/day
Laboratory Technician PER SAMPLE COST (Asbestos & Lead samples only)	\$15 per sample
Administrative	\$45
<b>EXARO Technologies Corporation</b>	
Excavation "potholing"	Detailed Work, Mobilization, Crew and Equipment Rates, Approx. \$4,000 per day

## AMENDMENT NO. 1 TO AGREEMENT A3624A

### REVISED APPENDIX TWO FEES AND PAYMENTS

3. Unused fees from a completed task may be reallocated to a future task provided that the Agreement total NTE amount is not exceeded. However, transferring of fees from future tasks to current tasks will not be permitted.
4. Not to exceed fees and services to be performed under Supplemental Services During Design will commence only after written approval from the District Deputy Operating Officer.
5. Expenses incurred by the Consultant for Sub-Consultants providing professional services will be reimbursed at actual cost plus 5.0%.
6. All other direct 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, supplies, specialty California Title 24 energy calculations, and soil drilling services. These other direct expenses will be billed on a monthly basis at actual cost linked to each Agreement Task, as approved by the District's Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant will provide receipts for each other direct expense item(s) exceeding two hundred dollars (\$200) with monthly invoices submitted.
7. Automobile travel expenses in Consultant vehicles will be paid at the current IRS rate. District will not reimburse Consultant and its sub-consultants or subcontractors for travel to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California 95118. District will compensate Consultant and its sub-consultants or subcontractors for mileage and travel time incurred from District Headquarters to Project site, if directed or authorized by the District.
8. Consultant's monthly invoices will be prepared in accordance with the terms of this Appendix Two and the Standard Consultant Agreement Section IV, Fees and Payments. Direct charges must reflect actual fees versus the Agreement not-to-exceed fees in this Appendix Two and represent work performed and reimbursable costs incurred during the identified billing period and will be consistent with Appendix One and include the following:
  - a. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.
  - b. Direct charges by Scope of Service Task.
  - c. Consultant's summary of what Consultant has been billed by their Sub-consultant's and further broken down by Scope of Service Task.

## AMENDMENT NO. 1 TO AGREEMENT A3624A

### REVISED APPENDIX TWO FEES AND PAYMENTS

9. Before submitting monthly invoices, a draft progress report and invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's Preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.
10. Invoices will include a summary of labor expenditures, direct costs, and billed sub-consultant charges. Billing statements, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Scope of Services tasks.
11. District's Project Manager will review hardcopy invoice within 5 working days of receipt, address any questions with Consultant's Project Manager, and approve the undisputed amount of the invoice within ten (10) working days of receipt of the invoice. District will pay undisputed invoice amounts within thirty (30) calendar days from date invoice is received by District's Project Manager.
12. Prevailing Wages
  - a. The services to be performed pursuant to this Agreement are "public works" subject to California Labor Code Section 1771, et. seq. and the applicable implementing regulations. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State during the term of this Agreement. Notwithstanding any other provisions of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
  - b. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Scope of Services includes such work, Consultant must comply with all Labor Codes applicable to prevailing wages.
13. Consultant's services will be performed by its staff members at the lowest hourly rates commensurate with the complexity of the required services.
14. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.

**AMENDMENT NO. 1 TO AGREEMENT A3624A**

**REVISED APPENDIX TWO  
FEES AND PAYMENTS**

15. Small Business Enterprise (SBE) Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the services, estimated to be **40 percent** or more of the Total Not-to-Exceed Amount stated in this Appendix Two and Consultant agrees to use its best efforts to meet this goal.

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**AMENDMENT NO. 1 TO AGREEMENT #A3624A**

**REVISED APPENDIX THREE  
SCHEDULE OF COMPLETION**

1. This Agreement commences once it is signed by both parties. District and Consultant may agree to modify the dates specified for Consultant's performance. This Agreement shall expire October 31, 2014, unless its term is modified by a written amendment hereto, signed by both parties prior to its expiration.
2. No schedule extension will be allowed unless approved in advance in writing by the District. Consultant's attention is directed to Section VII of the District's Standard Consultant Agreement regarding delays and extensions.
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.
4. Consultant will coordinate services with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings and deliverables. The approved Project schedule will be monitored monthly.
5. Consultant will commence Tasks listed in Appendix One of this Agreement upon receipt of the Notice to Proceed (NTP).
6. Project Schedule – Consultant will complete the Services as listed in Appendix One of this Agreement per the schedule provided below:

<b>Task</b>	<b>Description</b>	<b>Duration from NTP (PWTP and Vasona)</b>	<b>Duration from NTP for Amendment #1 (RWTP)</b>
	Notice to Proceed (NTP)	Jan 8 2013	Board Date (June 25, 2013)
1	Project Management Services	Term of Agreement	Term of Agreement
2	Design Services Data Collection and Investigations	21 Weeks	28 Weeks
3	50% Design Document Preparation	26 Weeks	14 Weeks
4	90% Design Document Preparation	40 Weeks	29 Weeks
5	Final Design Document Preparation	50 Weeks	39 Weeks
6	Bid and Award Services	58 Weeks	47 Weeks
7	Supplemental Services During Design	Term of Agreement	Term of Agreement



**AMENDMENT NO. 1 TO AGREEMENT #A3624A**

**REVISED APPENDIX THREE  
SCHEDULE OF COMPLETION**

7. Project Delays – The Consultant will make all reasonable efforts to comply with the Project schedule presented in Appendix Three of this Agreement. In the event the Project schedule will be delayed, Consultant will notify the District as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Schedule of Completion. This language will prevail should any conflict or discrepancy occur between this language and the language found in Section VII of this Agreement.

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# IRP2 SEISMIC RETROFIT OF WTP OPERATIONS BUILDINGS PROJECT

Amendment No. 1 to Consultant Agreement # A3624A

June 25, 2013



## Background

- ▶ Board awards Consultant Agreement for IRP2 Water Treatment Plant Operations Building Seismic Retrofit December 18, 2012
- ▶ Notice to Proceed given to HDR on January 8, 2013
  - ▶ Perform seismic / structural retrofit design
    - ▶ Rincónada Water Treatment Plant Control Building
    - ▶ Penitencia Water Treatment Plant Control Building
    - ▶ Vasona Pump Building
    - ▶ Vasona Meter Shop

## Rincónada Reliability Improvement Project

- ▶ Board awards Consultant Agreement for Rincónada Reliability Improvement Project on January 22, 2013
  - ▶ Large construction project will take much of the available space on site

## Rincónada Water Treatment Plant (RWTP)



## Key Drivers

- ▶ Opportunity to improve work space for Raw Water and Treated Water operators
- ▶ Opportunity to remove 5 modular buildings
- ▶ Opportunity to create a flexible space for public tours and educational demonstrations
- ▶ Flexibility to house staff at RWTP
- ▶ Need for additional space for CM staff during construction of Reliability Improvement Project

5 | Footer

## RWTP Control Building

- ▶ Propose fill in opening in Upper Floor Level



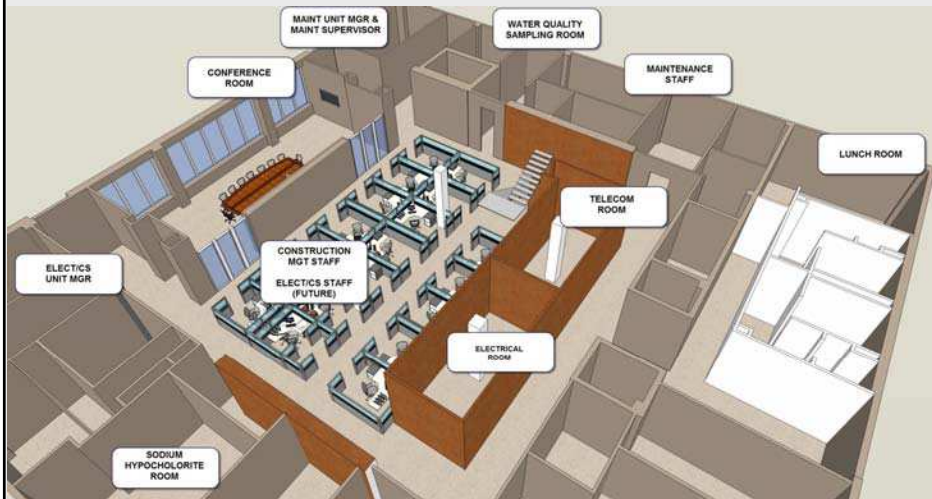
6 | IRP2 Seismic Retrofit Amendment

## RWTP Control Building Proposed Configuration of Upper Floor



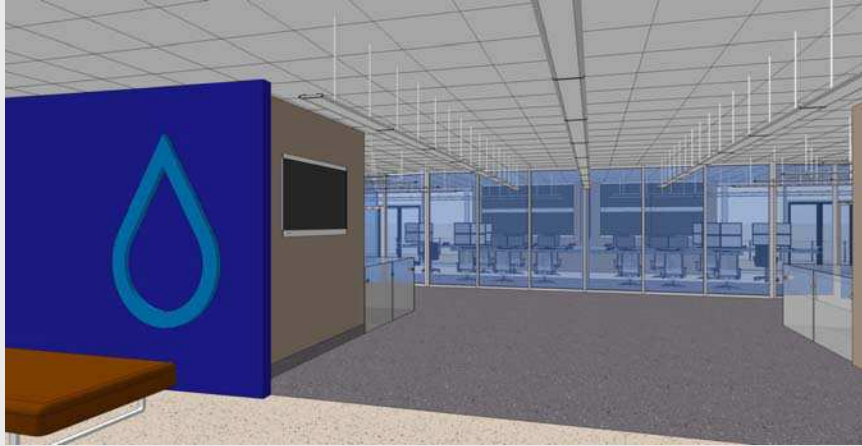
7 | IRP2 Seismic Retrofit Amendment

## RWTP Control Building Proposed Configuration of Intermediate Floor



8 | IRP2 Seismic Retrofit Amendment

## RWTP Control Building Proposed Configuration



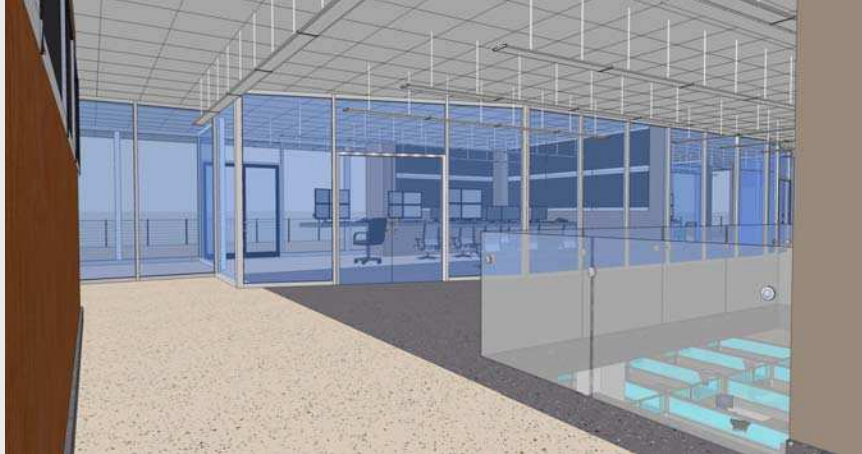
9 | IRP2 Seismic Retrofit Amendment

## RWTP Control Building Proposed Configuration



10 | IRP2 Seismic Retrofit Amendment

## RWTP Control Building Proposed Configuration



11 | IRP2 Seismic Retrofit Amendment

## RWTP Control Building Proposed Configuration



12 | IRP2 Seismic Retrofit Amendment

## RWTP Control Building Proposed Configuration Benefits

- ▶ Provides modern control centers for raw water and treated water operations to complement new plant
- ▶ Provides enhanced visitor experience
- ▶ Acting now reduces cost versus acting later
- ▶ Acting now modernizes and better utilizes space at RWTP for next 50 years
- ▶ Provides much-needed office space for Reliability Improvement Project construction and long-term permanent space for staff currently housed in temporary modular buildings

13 | IRP2 Seismic Retrofit Amendment

## Estimated Cost and Schedule

- ▶ Amendment No. 1
  - ▶ Design of Infill with associated architectural, mechanical and electrical services = \$516,564
  - ▶ Additional Supplemental Services = \$51,605
- ▶ Estimated additional Construction Cost = \$1.5M - \$3.0M
- ▶ Estimated Schedule
  - ▶ Start Infill Design – July 2013
  - ▶ Complete Design – April 2014
  - ▶ Award Construction Contract – June 2014
  - ▶ Complete Construction – August 2015

14 | IRP2 Seismic Retrofit Amendment



# Q u e s t i o n s ?