

# EXHIBIT A

## SECOND AMENDMENT TO AGREEMENT HYDROSCIENCE ENGINEERS INC.

This SECOND AMENDMENT TO AGREEMENT is entered into and becomes effective on \_\_\_\_\_ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, HYDROSCIENCE ENGINEERS, INC., a California Corporation ("CONSULTANT").

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Second Amendment to Agreement is entered into based upon City of Morgan Hill City Council approval on August 24, 2016.
2. The CITY and CONSULTANT entered into that "Service Agreement for Design Professionals" made as of February 20, 2015, for consultant services for a maximum compensation of \$115,302 ("CONSULTANT AGREEMENT").
3. The CITY and CONSULTANT entered into a "First Amendment to Agreement" made as of May 25, 2016, under which the Term of the Agreement, as amended, was extended to December 31, 2016. The CONSULTANT AGREEMENT, and the First Amendment thereto are attached as Exhibit "A" to this Agreement.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT, as amended, as attached as Exhibit "A," shall remain in full force and effect; except that the following amendments shall be made as set forth below:

A. Paragraph 4.1 shall be amended and replaced in its entirety by the following:

"4.1. **Amount.** Compensation under this Agreement shall not exceed the original Service Agreement amount of One Hundred Fifteen Thousand Three Hundred Two Dollars plus the First Amendment amount of Zero Dollars, plus the Second Amendment amount of Nineteen Thousand and One Hundred Forty dollars, for a total amount not to exceed One Hundred Thirty Four Thousand Four Hundred Forty two Dollars (\$134,442) and shall be billed based upon the rate and basis set forth in Exhibit B in the original agreement.

2. **Conflicts.** In the event of a conflict between the terms and provisions of this Second Amendment to Agreement and the terms and provisions of the CONSULTANT AGREEMENT or any earlier amendment, the terms of this Second Amendment to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**  
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
City Manager

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

APPROVED AS TO FORM:

**HYDROSCIENCE ENGINEERS, INC.**

\_\_\_\_\_  
City Attorney

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

\_\_\_\_\_  
By:

William J. Slenter

Title:

Vice President

Print Name and Title of Signer.

If Corporate: Chairman, President or  
Vice President

Date: August 4, 2016

\_\_\_\_\_  
By:

HILDEGARD M. HARRIS

Title:

TREASURER

Print Name and Title of Signer.

If Corporate: Secretary, Assistant  
Secretary, Chief Financial Officer or  
Assistant Treasurer

Date: 8-4-2016

EXHIBIT A TO SECOND AMENDMENT

126-04-15-016

FIRST AMENDMENT TO AGREEMENT  
HYDROSCIENCE ENGINEERS, INC.

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on 5/25/16 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, HYDROSCIENCE ENGINEERS, INC., a California Corporation ("CONSULTANT").

**RECITALS**

The following recitals are a substantive part of this Agreement:

1. This FIRST Amendment to Agreement is entered into based upon City of Morgan Hill City Manager's authority.
2. The CITY and CONSULTANT entered into that "Service Agreement for Design Professionals" made as of February 20, 2015, for consultant services for a maximum compensation of \$115,302 ("CONSULTANT AGREEMENT"). The CONSULTANT AGREEMENT is attached as Exhibit "A" to this Agreement.

**AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT, as amended, as attached as Exhibit "A," shall remain in full force and effect; except that the following amendments shall be made as set forth below:

A. Paragraph 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement.** This Agreement shall be effective and cover services rendered from February 20, 2015, until December 31, 2016."

2. **Conflicts.** In the event of a conflict between the terms and provisions of this FIRST Amendment to Agreement and the terms and provisions of the CONSULTANT AGREEMENT, the terms of this FIRST Amendment to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**  
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

*Denise*  
City Clerk  
Date: 5/27/14

APPROVED AS TO FORM:

*for*  
City Attorney  
Date: 05/24/16

CITY OF MORGAN HILL

SV  
City Manager  
Date: 5/26/16

HYDROSCIENCE ENGINEERS, INC.

WJH  
By: William J Stenter  
Title: Vice President  
Print Name and Title of Signer.  
If Corporate: Chairman, President or Vice President

Date: 5/3/16

William J Stenter  
By: WJH  
Title: C.F.O.  
Print Name and Title of Signer.  
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 5-4-16

126-04-15-016

DUPLICATE  
Original Maintained by  
City Clerk's Office**SERVICE AGREEMENT FOR DESIGN PROFESSIONALS**  
**Oak Canyon Booster Station Rehabilitation Project**

**THIS AGREEMENT** is entered into and becomes effective on 2/20/15 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and HydroScience Engineers, Inc. a California corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on February 6, 4, 2015.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 1, 2016 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be to design and prepare bid documents for rehabilitating the Oak Canyon Booster Station, including bid/construction support services as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
  - 4.1. **Amount.** \$115,302.00. Total compensation under this Agreement shall not exceed One Hundred Fifteen Thousand Three Hundred two dollars and shall be billed based on the rate and basis set forth in **Exhibit B**.
  - 4.2. **Billing.** CONSULTANT shall provide CITY with a monthly invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The CITY Manager of CITY is authorized to terminate this AGREEMENT on behalf of CITY.
6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of

completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY's City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement.

7. **Insurance Requirements.**

7.1. **Commencement of Work.** CONSULTANT shall not commence work under this Agreement until it has obtained CITY approved insurance. For general liability insurance policies, CONSULTANT shall provide CITY, prior to commencement of work, with a separate endorsement which states that the policy contains the following language:

- The CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds; and,
- the insurer waives the right of subrogation against CITY and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,
- insurance shall be primary non-contributing.

CONSULTANT shall furnish CITY with copies of all policies or certificates subject to this Agreement, whether new or modified, promptly upon receipt. No policy subject to this Agreement shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY.

7.2. **Workers' Compensation Insurance.** CONSULTANT and all subcontractors shall maintain Workers' Compensation Insurance, as required by law.

7.3. **Insurance Types and Amounts.** CONSULTANT shall maintain comprehensive general liability insurance; professional errors and omissions liability insurance (required for professional and technical service consultants only); and automobile insurance each with policy limits of at least \$1,000,000 per occurrence for general liability, \$1,000,000 per accident for automobile liability and \$1,000,000 per claim for professional errors or omissions (for professional and technical service consultants only).

7.4. **Acceptability of Insurers.** All insurance required by this Agreement shall be carried only by responsible insurance companies licensed and admitted, or otherwise legally authorized to carry out insurance business, in California with a current A.M. Best's rating of no less than A:VII.

8. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law.** CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.

11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.

12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

HydroScience Engineers, Inc.  
Attn: Abraham Philip, Regional Manager  
4055 Evergreen Village Square, suite 250  
San Jose, CA 95135

Address of CITY is as follows:

Public Works-Engineering	with a copy to:
City of Morgan Hill	City Clerk
17575 Peak Avenue	City of Morgan Hill
Morgan Hill, CA 95037	17575 Peak Avenue
	Morgan Hill, CA 95037

14. **Licenses, Permits and Fees.** CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

15. **Maintenance of Records.**

15.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3 year period, then CONSULTANT shall retain said records until such action is resolved.

15.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

15.3. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

16. **Familiarity with Work.** By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

17. **Time of Essence.** Time is of the essence in the performance of this Agreement.

18. **No Assignment.** Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY.

19. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

20. **Defense and Indemnification.**

20.1. **Defense and Indemnification for Design Professional Services.** Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM").

20.2. **Defense and Indemnification for Non-Design Professional Services.** For all services performed under this agreement not covered by Section 20.1 above, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

20.3. **Exceptions.** CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence, active negligence or willful misconduct of the CITY.

20.4. Not limited by insurance. The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

20.5. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (20) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

20.6. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

21. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

22. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

23. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

24. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

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25. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND  
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

  
\_\_\_\_\_  
City Clerk/Deputy City Clerk

*fw*  
Michelle Wilson  
\_\_\_\_\_  
Print Name

Date: 2/25/15

APPROVED AS TO FORM:

*fw*  
  
\_\_\_\_\_  
City Attorney

Renee Gurza  
\_\_\_\_\_  
Print Name

Date: 02/17/15

CITY OF MORGAN HILL

  
\_\_\_\_\_  
City Manager

Steve Rymer  
\_\_\_\_\_  
Print Name

Date: 2/20/15

HydraScience Engineers, Inc.

By: 

Title: Curtis Lee, President

Print Name and Title of Signer.

If Corporate: Chairman, President or  
Vice President

Date: January 22, 2015

By: 

Title: TREASURER / CFO

Print Name and Title of Signer.

If Corporate: Secretary, Assistant  
Secretary, Chief Financial Officer or  
Assistant Treasurer

Date: 1-22-2015

**EXHIBIT A**  
**SCOPE OF SERVICES**

## **Exhibit A**

### **Scope of Services**

HydroScience will design improvements to the existing Oak Canyon Booster Station. Improvements are assumed to include the following items:

- CMU utility building containing MCC, control panel, and booster pumps. CMU building will be approximately 500 square feet or less, with one or two rooms. CMU building will not be continuously occupied. Fire suppression assumed not to be required.
- New hydropneumatic tank with air compressor
- New booster pump station (variable speed as appropriate)
- New motor control center
- Relocated PLC equipment
- Emergency generator (outdoor in a sound-attenuated enclosure)
- Slatted security fence
- Paving and general civil sitework

We have divided the project into the following discrete work tasks:

**1.0 PROJECT MANAGEMENT.** HydroScience will provide project management services as necessary to direct the internal project team and subconsultants, coordinate with City staff, manage project accounting, and manage the project schedule. This task will start with the Kickoff Meeting and be carried through all three project phases (Pre-design, Design and Construction Services.)

A Kickoff Meeting will be used to establish the project schedule, identify roles and responsibilities, discuss the approach to finalizing design decisions, collect existing information, and visit the site to discuss the key project issues.

*Deliverables:*

- Revised Project Schedule
- Kickoff Meeting minutes summarizing project review and approval procedures
- Monthly project summary with billings

*Assumptions:*

- City will provide available existing drawings for the pump station and supply pipeline

#### **TASK 2 – PRELIMINARY DESIGN**

**Task 2.1 – Workshop.** HydroScience will conduct a workshop meeting with those individuals identified in the kickoff meeting to discuss the following:

- Facilities to be replaced or modified and those to be left as-is;
- Access requirements, fire vehicles, etc.;
- Drainage requirements;
- Paving and soil retention;
- Security requirements, fencing or no fencing;
- Building requirements, CMU, steel roofing, access doors;

- Fire requirements, fire suppression system versus sprinklers or smoke detectors;
- Pressure control and system control logic (hydropneumatic tank, pressure settings);
- Pumping configuration, types of pumps, number of pumps, drive type (VFD or constant speed);
- Space conditioning requirements;
- Sound attenuation requirements (neighborhood concerns);
- Electrical Panels, MCC; and,
- Summary matrix of instrumentation, electrical and SCADA modifications required.

**Task 2.2 – Topographic Survey.** An accurate and current topographic survey of the project site will be prepared showing all existing pump station features. The topographic survey will be prepared to the requirements of the design.

*Assumption:*

- Surveying will be limited to the area in the general vicinity of the fenced area and will not include the pipeline feeding the tank.

**Task 2.3 – Geotechnical Report.** If the building configuration or site configuration relative to slopes necessitates a geotechnical report, or if the City requests it, HydroScience will utilize the services of a specialty geotechnical subconsultant to conduct exploratory borings, obtain representative samples for laboratory testing and evaluation, and prepare a geotechnical analysis of the project. Seismic and liquefaction potential will also be evaluated.

*Deliverables:*

- Summary Report with findings, conclusions, and recommendations.

*Assumptions:*

- Cuttings will be left on site.

**Task 2.4 - Basis of Design Report (BDR).** Results from the workshops and other efforts including the Geotechnical Report and Site Survey will be used to develop the Basis of Design Report. This report will present the following:

- Evaluation of pump types and configurations;
- Valving Arrangements and controls;
- Hydropneumatic tank requirements and modifications;
- Site and pump station configuration for staged construction;
- CMU pump station building elevations;
- Site paving and stability requirements;
- Electrical and instrumentation requirements;
- SCADA requirements;
- Emergency generator sizing and sound attenuation requirements;
- Permits internal and external to the City;
- Recommendations regarding the water supply pipeline (inspect, reroute, repair or replace);
- NPDES permitting requirements during construction; and
- Construction Schedule and preliminary engineers estimate of probable construction cost.

*Deliverables:*

- Draft Basis of Design Report, 5 copies, one pdf;
- Final BDR with comments included, 5 copies and one pdf.

*Assumptions:*

- The City will review the Draft Report and supply comments within a two week review period.
- Geotechnical engineering is not included in our Base Scope, but can optionally be provided if deemed necessary by the project team.

### **TASK 3 – DESIGN DRAWINGS AND SPECIFICATIONS**

**3.1 – Civil Design.** HydroScience will develop the site plan that will delineate the grading and site improvement, yard piping, pump station building location, elevations of the building, demolition plan and any other site features necessary.

**3.2- Mechanical Design.** HydroScience will develop building layouts and interior elevations of equipment location, etc. Mechanical details of pump locations, control valves, ventilation systems and other miscellaneous items will be prepared.

**3.3 – Structural Design.** HydroScience will prepare structural sheets and details for a new CMU building and structural components as required based on the geotechnical report recommendations.

**3.4 – Electrical and Instrumentation Design.** HydroScience will prepare single line power distribution diagrams, electrical site plan, MCC elevations, and electrical details for the facility compliant with Title 24. For instrumentation and SCADA it is assumed that the contractor is to relocate the existing PLC/RTU and radio to the new building.

**3.5 – Specifications.** HydroScience will prepare technical specifications in CSI format for Division 1 through 17. The City's standard front end documents will be utilized.

**3.6 – Building Permit.** HydroScience will coordinate with the City for submission of the plans for building permit review. It is assumed that notes on the drawings will address the requirements of Title 24, "2013 California Energy Code" and a full Title 24 submittal will not be required.

**3.6 Cost Estimate.** – HydroScience will prepare an estimate of the probable construction cost at the 60% and final design submittals.

*Assumptions:*

Design drawings and specifications will be based on the final Preliminary Design Report. Instrumentation will be limited to the identification of the I/O points in the existing SCADA system and programming will be by the City's integrator. One submittal for building permit is assumed and the full Title 24 submittal will not be required. SWPPP permitting will be covered under the City's permit and CEQA activities. Air Quality permitting will be the responsibility of the Contractor as called out in the Specifications. Rehabilitation of the storage tank is not included. Design of pipeline improvements outside of the fenced area is

not included. Significant re-grading of the site not required. An outdoor diesel generator will be selected and building fire suppression will not be required. Special architectural building treatments not required. Landscaping design not included or required. City review and building department comments will be made on the 90% set. Public outreach assistance not included but can be provided as an optional service.

*Deliverables*

- 30% Design Submittal: Preliminary Design Report (4 hard copies of draft and final with PDFs)
- 90% Design Submittal (4 sets of half size drawings with PDFs, 2 sets of Technical Specifications with PDFs, List of Utility Conflicts and Resolution, Response to 60% review comments)
- 100% (Final Bid Document) Submittal (1 full size mylar set signed and stamped, Specifications, Bid Instructions, Special Provisions, Technical Specifications, and Final Cost Estimate, plus PDF and native AutoCAD and MS Word electronic files)

**TASK 4 BIDDING AND CONSTRUCTION SERVICES**

**4.1 – Bidding Services.** This task will include preparation of Addendums and clarification of the plans and specifications as required.

**4.2 – Submittal Review/RFI.** HydroScience will coordinate activities with and provide construction support to the City's construction manager. Activities will include the following:

- Attend pre-construction meeting
- Attend two construction progress meetings
- Submittal review (10 submittals with one re-submittal each)
- RFI response (up to 10 RFIs)
- Participate in change order process

**EXHIBIT B**  
**SCHEDULE OF COMPENSATION RATES**

## Exhibit B

# HYDROSCIENCE ENGINEERS, INC.

## Schedule of Billing Rates

### City of Morgan Hill Oak Canyon Booster PS Project Effective through December 31, 2015

Labor Classification	Hourly Rate
Principal	\$180
Engineer VIII	\$180
Engineer VII	\$165
Engineer VI	\$155
Engineer V	\$145
Engineer IV	\$135
Engineer III	\$125
Engineer II	\$115
Engineer I	\$100
Engineering Aide	\$60
Construction Professional VI	\$145
Construction Professional V	\$135
Construction Professional IV	\$125
Construction Professional III	\$115
Construction Professional II	\$105
Construction Professional I	\$90
CAD Designer II	\$90
CAD Designer I	\$80
Administrative II	\$65
Administrative	\$50

Hourly billing rates include postage and telephone charges that are normal to the work authorized. Other direct costs for travel, reproduction, mail service, outside services, etc. will be invoiced at 110 percent of the actual cost.

Rates are subject to a 5% increase per year.

**EXHIBIT C**  
**SCHEDULE OF PERFORMANCE**

## **Exhibit C**

### **Schedule of Performance**

#### **Project Schedule**

The project will be implemented in accordance with the following task durations:

<b>Task</b>	<b>Weeks from Notice to Proceed</b>
Kickoff and Field Investigation	0
Topographical Survey	6
30% Design	10
90% Design	14
100% Design (final bidding docs)	18

Note: Assumes a 2 week review period by the City for each submittal.

July 6, 2016

David Gittleson  
City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037-4128

**Subject: Oak Canyon Booster Station Rehabilitation Project  
Engineering Services Amendment Request**

Dear David,

HydroScience Engineers (HydroScience) provided design and bidding support services and is currently supporting construction for the subject project. The purpose of this letter is to request an amendment to our agreement to cover additional requested services.

Our services on this project are pursuant to our existing Service Agreement which specifies a maximum compensation amount of \$115,302. The construction phase services we are providing have now exceeded our contractual scope of work in terms of the quantities of submittals and requests for information (RFIs) and other general support being provided and anticipated to be needed through the end of the project. The original project budget has been fully expended. The contractor is currently constructing the building foundation and has not yet begun mechanical or electrical work. We anticipate they will have additional submittals and RFIs which require response between now and the end of the project.

**Table 1** below details our amendment request. We have indicated the increase in submittals and RFIs responded to and anticipated for the remainder of the project relative to the quantities covered in the original agreement. Additionally, we are including a line item for attendance of one of our electrical engineers at the TESCO factory acceptance test (up to two days). The City may keep or remove this line item at their discretion, but we have found that our participation in the factory testing reduces the potential for problems in the field during startup. Finally, we have included 20 additional hours for general support not associated with RFIs or submittals.

**Table 1: Amendment Request**

Subtask	Scoped Quantity	Actual Quantity	Anticipated Additional <sup>1</sup>	Net Increase to Scope Qty	Avg Hrs Per Item	Additional Cost <sup>2</sup>
Submittal Review	10	33	6	29	3	\$12,615
RFI Response	10	14	5	9	1	\$1,305
Factory Acceptance Test	not scoped	not scoped	One 2-day visit	1	16	\$2,320
General Support <sup>3</sup>				1	20	\$2,900
<b>Total Requested Amendment</b>						<b>\$19,140</b>

1. Represents estimated remaining for project.

2. At average billing rate of \$145 per hour.

3. Covers additional phone calls and other general support.

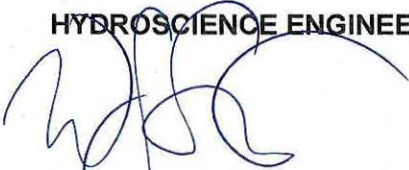
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HydroScience appreciates the opportunity to complete this project for the City, and we appreciate your consideration of this amendment request. If you have any questions, please contact me at [bslenter@hydroscience.com](mailto:bslenter@hydroscience.com) or at 916-605-6633.

Sincerely yours,

**HYDROSCIENCE ENGINEERS**

A handwritten signature in blue ink, appearing to read 'BSL', is written over the company name.

Bill Slenter, PE  
Principal