

EXHIBIT A

THIRD AMENDMENT TO AGREEMENT CSG Consultants, Inc.

This THIRD AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, CSG CONSULTANTS, INC., a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Third Amendment to Agreement is entered into based upon City of Morgan Hill City Council approval on September 21, 2016.
2. The CITY and CONSULTANT entered into that "Consultant Agreement" made as of November 13, 2014, for consultant services for a maximum compensation of \$313,430 ("CONSULTANT AGREEMENT").
3. The CITY and CONSULTANT entered into a "First Amendment to Agreement" made as of June 18, 2015, under which the maximum compensation under the CONSULTANT AGREEMENT, as amended, was increased to Nine Hundred Fifty Two Thousand Five Hundred Fifteen Dollars (\$952,515). The CONSULTANT AGREEMENT, and the First Amendment thereto are attached as Exhibit "A" to this Agreement.
4. The CITY and CONSULTANT entered into a "Second Amendment to Agreement" made as of June 24, 2016, under which the maximum compensation under the CONSULTANT AGREEMENT, as amended, was increased to \$1,083,598 and a "Third Amendment to Agreement" to again increase the maximum compensation to \$1,383,598. The CONSULTANT AGREEMENT, and the First, Second and Third Amendments 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 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 November 13, 2014, until June 1, 2017. 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."

B. Paragraph 3 shall be amended by adding the following:

"The services to be performed by CONSULTANT shall consist of the following additional

services set forth in Exhibit "B":

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

"4.1. Amount. Compensation under this Agreement shall not exceed \$1,383,598 Dollars, original agreement (\$313,430) plus First Amendment (\$639,085) plus Second Amendment (\$131,083), plus Third Amendment (\$300,000) for a total amount not to exceed One Million Three Hundred Eighty Three Thousand Five Hundred Ninety Eight Dollars (\$1,383,598).

2. Conflicts. In the event of a conflict between the terms and provisions of this Third Amendment to Agreement and the terms and provisions of the CONSULTANT AGREEMENT or any earlier amendment, the terms of this Third 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:

CSG CONSULTANTS, INC.

City Attorney

Date: _____

By: _____

Title: _____

CYRUS KIANPOUR, PE, PLS

PRESIDENT

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: _____

9-8-16
Charles D. Reider

By: _____

Title: _____

CHARLES D. REIDER

SECRETARY

Print Name and Title of Signer.

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

Date: _____

9-8-16

EXHIBIT A

12604-14-084

SECOND AMENDMENT TO AGREEMENT CSG Consultants, Inc.

This SECOND AMENDMENT TO AGREEMENT is entered into and becomes effective on 6/24/16 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, CSG CONSULTANTS, 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 June 15, 2016.
2. CITY and CONSULTANT entered into that "CONSULTANT AGREEMENT" made as of November 13, 2014 for consultant services for a maximum compensation of Three Hundred Thirteen Thousand Four Hundred Thirty Dollars (\$313,430).
3. CITY and CONSULTANT entered into a "FIRST AMENDMENT" made as of June 18, 2015, under which the maximum compensation under the CONSULTANT AGREEMENT was increased to Nine Hundred Fifty Two Thousand Five Hundred Fifteen Dollars (\$952,515). The CONSULTANT AGREEMENT, and the FIRST AMENDMENT 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 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 November 13, 2014, until December 31, 2016. 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."

B. Paragraph 3 shall be amended by adding the following:

"The services to be performed by CONSULTANT shall consist of the following additional services set forth in the attached "Revised Exhibit B".

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

"4.1. **Amount.** Compensation under this Agreement shall not exceed \$1,083,598 Dollars, original agreement (\$313,430) plus First Amendment (\$639,085) plus Second Amendment (\$131,083) for a total amount not to exceed One Million Eighty Three Thousand Five Hundred Ninety Eight Dollars (\$1,083,598).

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:

DM
City Clerk
Date: 6/27/16

APPROVED AS TO FORM:

W. Jensen
for City Attorney
Date: 06/21/16

CITY OF MORGAN HILL

SVA
City Manager

Date: 6/24/16

CSG CONSULTANTS, INC.

N. Khayata
By: **NOURDIN KHAYATA**

Title: **VICE PRESIDENT**

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: 5-20-16

Charles D. Rider
By: **CHARLES D. RIDER**

Title: **SECRETARY**

Print Name and Title of Signer.

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

Date: 5-20-16

EXHIBIT A

126-04-A-084

FIRST AMENDMENT TO AGREEMENT CSG CONSULTANTS, INC.

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on June 18 2015 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and CSG Consultants, 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 Council approval on June 3, 2015.
2. The CITY and CONSULTANT entered into that "Consultant Agreement" Service Agreement for Design Professionals made as of November 13, 2014, for consultant services for a maximum compensation of \$313,430.00 ("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 November 13, 2014, until June 30, 2016. 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."

B. Paragraph 3 shall be amended by adding the following:

"The services to be performed by CONSULTANT shall consist of the following additional services set forth in Exhibit "B":

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

"4.1. **Amount.** Compensation under this Agreement shall not exceed \$952,515 including the first Amendment in the amount of Six Hundred Thirty Nine thousand Eighty Five Dollars (\$639,085) for a total amount not to exceed Nine Hundred Fifty Two Thousand Five Hundred Fifteen Dollars (\$952,515).

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:

[Signature]
City Clerk
Date: 6/19/15

APPROVED AS TO FORM:

[Signature]
City Attorney
Date: 6/16/15

CITY OF MORGAN HILL

[Signature]
City Manager
Date: 6/18/15
CSG Consultants, Inc.

By: *[Signature]*
Title: CHARS KEANPONG, PRESIDENT
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 5/19/15
[Signature]

By: *[Signature]*
Title: Secretary
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 5/19/15

EXHIBIT A

126-04-14-084

CONSULTANT AGREEMENT CSG Consultants, Inc.

THIS AGREEMENT is entered into and becomes effective on 11/13/14 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and CSG Consultants, 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 November 5, 2014.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 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 providing Program Management Services for Utility Infrastructure as further described in Exhibit A.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$313,430.00. Total compensation under this Agreement shall not exceed Three Hundred Thirteen Thousand and Four Hundred Thirty 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:

CSG Consultants, Inc.
1700 South Amphlett Boulevard, 3rd Floor
San Mateo, CA 94402

Address of CITY is as follows:

City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

with a copy to:
City Clerk
City of Morgan Hill
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. 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").
- 20.2. 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 or willful misconduct of the CITY.
- 20.3. 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.
- 20.4. 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

for Michelle Wilson
Print Name

Date: 11/13/14

APPROVED AS TO FORM:


City Attorney

for

Renee Gurza
Print Name

Date: 11/11/14

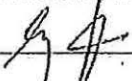
CITY OF MORGAN HILL


City Manager

Steve Rymer
Print Name

Date: 11/13/14

CSG Consultants, Inc.


By:

Title: CYRUS KIANPOUR, PRESIDENT
Print Name and Title of Signer.

If Corporate: Chairman, President or
Vice President

Date: 10/30/14


By:

Title: Charles D. Rider, Secretary
Print Name and Title of Signer.

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

Date: 10/30/14

Exhibit A



October 30, 2014

Julie Behzad, PE
Senior Civil Engineer
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA, 95037

RE: City of Morgan Hill Program Management Scope of Work and Budget for Utility Infrastructure

Dear Ms. Behzad:

Thank you again for selecting CSG's Team for program management services for the City's utility infrastructure. As requested, we have outlined below a scope of work for services starting mid-November 2014 through June 30, 2015, for the program initiation, program implementation, and construction inspection phases. Attached is a budget indicating estimated hours per month for each program phase and a total budget.

SCOPE OF WORK

1. Project Initiation

Hold focused meetings with City staff to establish program definition, project scopes, an initial master schedule, and expected delivery approaches. Study available documentation and conduct field assessment of City facilities. Hold meetings to discuss the findings and to prepare a list of projects and their relative priorities. Examine project scopes for external impacts including CEQA, right-of-way and other agencies permit requirements. Integrate modeling, project estimating and controls into the project planning and priority process. This period is anticipated to last approximately 6 weeks. The team will work closely with the City staff to focus on additional water supply and development of prioritization for projects.

Milestone/Accomplishments:

- Frequent progress meetings to establish a joint understanding of existing conditions and future needs regarding water and sewer systems.
- Receive available documents and access to City facilities to prepare a system assessment report.
- Establish project list, descriptions relative priorities and preliminary schedule.

Deliverables:

- Action item summary reports.
- Systems assessment report.
- Project list and schedule with descriptions and relative priorities.

2. Program Implementation

Projects ready for immediate design / construction will proceed immediately with priority given to water supply project. Projects needing additional modeling or processing (CEQA, right-of-way and other agency permit requirements) will proceed with accordingly. Program management services will be provided on other related projects as directed by City staff. This period starts after project initiation is complete.

Milestone/Accomplishments:

- Finalize project priority list, schedule and estimate.
- Start design, construction bidding process, modelling and project ready processes.

Deliverables:

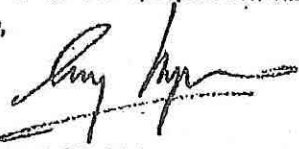
- Finalized project priority list, schedule and estimates.
- Prepare project description.

3. Construction Inspection

Provide Construction Inspection services for utility projects starting February 2015.

If you have any questions or require additional information, please contact Kevin O'Connell or Cyrus Kianpour at kevin@csgeogr.com or (650) 576-0407 and cyrus@csgeogr.com or (650) 522-2529, respectively.

Sincerely,



Cyrus Kianpour, P.E., P.L.S.
President, CSG Consultants, Inc.

Exhibit B

USE Fee Proposal City of Morgan Hill - Program Management Services for Utility Infrastructure November 2014 - June 2015

Role	Est. Rate	Total Hours	2014 Fee												2015 Fee												2016 Fee												2017 Fee												2018 Fee												2019 Fee												2020 Fee												2021 Fee												2022 Fee												2023 Fee												2024 Fee												2025 Fee												2026 Fee												2027 Fee												2028 Fee												2029 Fee												2030 Fee												2031 Fee												2032 Fee												2033 Fee												2034 Fee												2035 Fee												2036 Fee												2037 Fee												2038 Fee												2039 Fee												2040 Fee												2041 Fee												2042 Fee												2043 Fee												2044 Fee												2045 Fee												2046 Fee												2047 Fee												2048 Fee												2049 Fee												2050 Fee												2051 Fee												2052 Fee												2053 Fee												2054 Fee												2055 Fee												2056 Fee												2057 Fee												2058 Fee												2059 Fee												2060 Fee												2061 Fee												2062 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Exhibit C



October 30, 2014

Julie Behzad, PE
Senior Civil Engineer
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA, 95037

RE: City of Morgan Hill Program Management Scope of Work and Budget for Utility Infrastructure

Dear Ms. Behzad:

Thank you again for selecting CSG's Team for program management services for the City's utility infrastructure. As requested, we have outlined below a scope of work for services starting mid-November 2014 through June 30, 2015, for the program initiation, program implementation, and construction inspection phases. Attached is a budget indicating estimated hours per month for each program phase and a total budget.

SCOPE OF WORK

1. Project Initiation

Hold focused meetings with City staff to establish program definition, project scopes, an initial master schedule, and expected delivery approaches. Study available documentation and conduct field assessment of City facilities. Hold meetings to discuss the findings and to prepare a list of projects and their relative priorities. Examine project scopes for external impacts including CEQA, right-of-way and other agencies permit requirements. Integrate modeling, project estimating and controls into the project planning and priority process. This period is anticipated to last approximately 6 weeks. The team will work closely with the City staff to focus on additional water supply and development of prioritization for projects.

Milestone/Accomplishments:

- ♦ Frequent progress meetings to establish a joint understanding of existing conditions and future needs regarding water and sewer systems.
- ♦ Receive available documents and access to City facilities to prepare a system assessment report.
- ♦ Establish project list, descriptions relative priorities and preliminary schedule.

Deliverables:

- ♦ Action Item summary reports.
- ♦ Systems assessment report.
- ♦ Project list and schedule with descriptions and relative priorities.

2. Program Implementation

Projects ready for immediate design / construction will proceed immediately with priority given to water supply project. Projects needing additional modeling or processing (CEQA, right-of-way and other agency permit requirements) will proceed with accordingly. Program management services will be provided on other related projects as directed by City staff. This period starts after project initiation is complete.

Milestone/Accomplishments:

- Finalize project priority list, schedule and estimate.
- Start design, construction bidding process, modeling and project ready processes.

Deliverables:

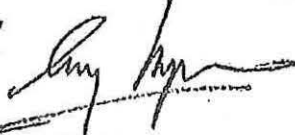
- Finalized project priority list, schedule and estimates.
- Prepare project description.

3. Construction Inspection

Provide Construction Inspection services for utility projects starting February 2015.

If you have any questions or require additional information, please contact Kevin O'Connell or Cyrus Klanpour at kevin@csgeogr.com or (650) 576-0407 and cyrus@csgeogr.com or (650) 522-2529, respectively.

Sincerely,



Cyrus Klanpour, P.E., P.L.S.
President, CSG Consultants, Inc.

EXHIBIT B



May 18, 2015

Karl Bjarke, PE
Public Works Director/ City Engineer
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA, 95037

RE: Revised Project Scope of Work and Fee Proposal for Utility Infrastructure Contract Amendment

Dear Mr. Bjarke:

CSG is pleased to present this revised scope of work and fee proposal for the Utility Infrastructure contract amendment. Per your request, we have enclosed the scope of work and fee proposal for managing the City's water and wastewater bond projects from July 1, 2015 through June 30, 2016. The total requested cost for managing the City's \$8.3 million water and \$3.9 million wastewater programs are provided in the table below.

Utility Infrastructure Contract Fee Amendment	
TASK	TOTAL
Water Project Management & Construction Management	\$211,385
Wastewater Project Management & Construction Management	\$427,700
TOTAL	\$639,085

The proposed fees include subconsultant services for hydraulic modeling and construction estimation and scheduling, as expressed in the enclosed detailed fee proposals. The subconsultant fees include \$25,200 for hydraulic modeling and \$8,575 for construction estimating. Construction inspection services are excluded from this amendment.

The proposed scope of work is attached herein and will include the following list of utility projects. These projects are the current and potential projects that CSG will manage for the City and are the basis of the fee proposals.

Water Projects (FY 15/16):

- Drilling of Four Water Supply Wells (Boys Ranch #2, Jackson, Main Ave., Walnut Grove)
- Water Supply Well Buildings – Rehabilitation (Boys Ranch #2, Jackson)
- Water Supply Well Buildings – New (Main Ave., Walnut Grove)
- Hill Tank: East Dunne Drive
- Dunne Hill Tank Water Main
- East Dunne Booster Redesign
- El Toro Tank Road Improvement
- El Toro Tank Rehabilitation
- West Main: Peak/Main Booster to Dewit

Wastewater Projects (FY 15/16):

- Wright Alley Way: Garden to Del Monte
- 25 First Street: Sewer Main to Sinaloa Restaurant
- F-Lift Station: Replace 900 LF Force Main
- Monterey Road: Between Madrone & Cochrane
- K- Lift Station: Rebuild Lift Station
- Monterey Road: Between Ciolino & Spring
- Monterey Road: Two Vaults at Llagas Creek
- Harding: Between San Martin & Highland Avenue
- Llagas Basin I&I Study

Potential Future Wastewater Projects (may be added under separate scope of work):

- Crest Lane: "Trouble Spot"
- Lamar: "Trouble Spot"
- J- Lift Station: Rebuild Lift Station
- D- Lift Station: Upgrade Electrical Panel & Site Work
- Lindo Lane: "Trouble Spot"
- Harding: Between Highland Avenue & Fitzgerald Road
- Del Monte Sub-Trunk
- Railroad Avenue: Between Barrett & Tennant
- Monterey & W. Dunne: New LS – Downtown Alignment
- Downtown: Pipeline Realignment
- W- Lift Station: Upgrade Electrical Panel & Site Work
- F- Lift Station: Upgrade Electrical Panel & Site Work
- Harding: Fitzgerald Road to Day Road
- San Pedro: Between Butterfield & Railroad

The program manager, Kevin O'Connell, is anticipated to provide onsite services to the City on a full time basis for the duration of this assignment and will be assisted by CSG staff, Akel Engineering for hydraulic modeling, and EPC Consultants, Inc. for construction and estimating.

If you have any questions or require additional information, please contact me at cyrus@csgengr.com or (650) 522-2529, or Kevin O'Connell at kevin@csgengr.com or (650) 576-0407.

Sincerely,



Cyrus Kianpour
President, CSG Consultants, Inc.

Cc: Julie Behzad, Senior Engineer, City of Morgan Hill
David Gittleson, Associate Engineer, City of Morgan Hill
File

Enclosures: Water Bond CIP Program Scope of Work
Wastewater Bond CIP Program Scope of Work
Detailed Fee Proposal – Water & Wastewater Programs

CITY OF MORGAN HILL

Water Bond CIP Program Scope of Work Revised (FY 15-16)

Project Management Approach

1. Continue Project and Construction Management Services

- Process projects through City and other agency approvals/permits (CEQA, right-of-way and other agency permit requirements).
- Manage and facilitate design and construction.
- Continue modeling for project readiness (finalized project description, priority and estimates) to the extent possible.
- Project Reporting:
 - Prepare ongoing status reports and action item summaries.
 - Revise CIP Program schedules including the anticipated expenditures schedule.
- Support staff during budget preparation.
- Construction Management oversight (excluding construction inspection) on projects as directed by the City.

CITY OF MORGAN HILL

ii. Deliverables:

- Finalized project priority list and estimates.
- Prepare project description.

2. Construction Management and Inspection Services

- Construction management oversight (excluding construction inspection) on projects as directed by the City.

Detailed Fee Proposal - Water System

Role	Base Rate	Total Hours	FY 2015/16	FY 2015/16 Hours			
				Q1	Q2	Q3	Q4
1. Project Management Services							
Program Manager	\$180	680	\$122,400	170	170	170	170
Tech. Advisor/Project Manager/Resident Engineer	\$165	160	\$26,400	40	40	40	40
Project Admin	\$115	339	\$38,985	87	84	84	84
Hydraulic Modeler	\$180	100	\$18,000	100			
Project Controller	\$175	32	\$5,600	32			
Water Program Subtotals			\$211,385	429	294	294	294
% OF PROGRAM VALUE			2.43%				

¹Fee is based on a \$8.7 M FY 15/16 program value.

Detailed Fee Proposal - Wastewater System

Role	Base Rate	Total Hours	FY 2015/16	FY 2015/16 Hours				
				Q1	Q2	Q3	Q4	
1. Project Management Services								
Program Manager	\$180	1,240	\$223,200	310	310	310	310	
Tech. Advisor/Project Manager/Residential Engineer	\$165	885	\$146,025	225	220	220	220	
Project Admin	\$115	420	\$48,300	120	100	100	100	
Hydraulic Modeler	\$180	40	\$7,200	40				
Project Controller	\$175	17	\$2,975	17				
Wastewater Program Subtotals			\$427,700	712	630	630	630	
% OF PROGRAM VALUE			10.93%					

¹Fee is based on a \$4 M FY 15/16 program value.

Detailed Fee Proposal - Water System

Role	Base Rate	W/\$5 Rate	Total Hours	Expenditures FY 2016/17	FY 2016/17 Hours			
					Q1	Q2	Q3	Q4
Project Management Services								
Program Manager	175	180	334	\$60,120	250	84		
Teck. Advisor/Project Manager/Resident Engineer	165	170	134	\$22,780	100	34		
Project Resident Engineer Support	115	120	268	\$32,160	200	68		
Project Inspector	120	120	268	\$32,160	200	68		
Hydraulic Modeler	180	185	20	\$3,700	20			
Project Controller	175	180	12	\$2,160	12			
Subtotal Water			1,036	\$153,080	782	254	0	0

Detailed Fee Proposal - Waste Water System

Role	Base Rate	W/\$5 Rate	Total Hours	Expenditures FY 2016/17	FY 2016/17 Hours			
					Q1	Q2	Q3	Q4
Project Management Services								
Program Manager	175	180	334	\$60,120	250	84		
Teck. Advisor/Project Manager/Resident Engineer	165	170	134	\$22,780	100	34		
Project Resident Engineer Support	115	120	268	\$32,160	200	68		
Project Inspector	120	120	268	\$32,160	200	68		
Hydraulic Modeler	180	185	20	\$3,700	20			
Project Controller	175	180	12	\$2,160	12			
Subtotal Waste Water			1,036	\$153,080	782	254	0	0

TOTAL			2,072	\$306,160
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CSG Remaining Balance after June 31, 2016

-175,077

Second Amendment Contract amount

\$131,083

EXHIBIT B



550 Pilgrim Drive
Foster City, CA 94404
phone 650.522.2500
fax 650.522.2599

www.csgegr.com

September 1, 2016

Karl Bjarke, PE
Public Works Director / City Engineer
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

RE: Revised Project Scope of Work and Fee Proposal for Utility Infrastructure Contract Amendment #3.

Dear Mr. Bjarke:

CSG Consultants (CSG) is pleased to present this revised scope of work and fee proposal for the Utility Infrastructure Contract amendment. Per your request, we have enclosed the scope of work and fee proposal for managing the City's water and wastewater bond projects from December 31, 2016 through June 30, 2017. The total requested cost for managing the City's \$8.3 million water and \$3.9 million wastewater programs are provided in the tables below.

The proposed fees include subconsultant services for hydraulic modeling and construction estimation and scheduling, as express in the enclosed detailed fee proposal. The subconsultant fees include \$5,920 for hydraulic modeling and \$4,320 for construction estimating.

Utility Infrastructure Contract Fee Amendment	
TASK	TOTAL
Water Project Management & Construction Management	\$150,000
Water Project Management & Construction Management	\$150,000
TOTAL	\$300,000

The proposed scope of work is attached herein and will include the following list of utility projects. These projects are the current and potential projects that CSG will manage for the City and are basis of design fee proposals.

Water Projects (FY 2016/17)

- Drilling Four Water Supply Wells (Jackson #3 & Boys Ranch #2, Walnut Grove and E. Main Wells)
- Well Water Supply Buildings – Rehabilitation (Jackson #3 & Boys Ranch #2 Wells)
- Well Water Supply Buildings – New (Walnut Grove and E. Main Wells)
- E. Dunne Hill Water Main
- Hill Tank: East Dunne
- Hillside Tank Booster Station
- E. Dunne Booster Station Redesign
- El Toro Tank Erosion Repairs

- El Toro Tank Roadway Improvements

Waste Water Projects (FY 2016/17)

- Monterey Road Sewer Siphon Vault Coating at Uvas Creek
- New Sewer Main at 25 1st Street
- New Manhole on Monterey Between Madrone and Chockrane
- Rehabilitate Sewer Lift Stations J, and K
- Lift Station Upgrade for LS D, F, and W
- 2016 Sewer Main Upgrades Project:
 - Crest Lane "Trouble Spot"
 - Lamar "Trouble Spot"
 - Lindo Lane "Trouble Spot"
 - Lift Station F Force Main Replacement
 - Sewer Access Road for Oak Leaf Lane (Support City Engineering Group)

Water and Waste Water Bond CIP Program Scope of Work Revised (FY 2016/17)

Project Management Approach

1. Increase Project and Construction Management to Meet Increased Work Load
 - Process projects through City and other agency approvals/permits (CEQA, right of way and other agency permit requirements).
 - Manage and facilitate design and construction.
 - Continue modeling for project readiness (finalized project description, priority and estimates) to the extent possible.
 - Project Reporting:
 - Prepare ongoing status reports and action item summaries.
 - Revise CIP Program schedules including the anticipated expenditures schedule.
 - Support staff during budget preparation.
 - Construction Management oversight (excluding construction Inspection) on project as directed by the City.

Please contact me at (650) 522-2511 or at hatem@csgengr.com with any questions or concerns.

Sincerely,



Hatem Ahmed, PE, PMP
Vice President, CSG Consultants, Inc

2016/17 Bond Program

Third Amendment to the Agreement

Detailed Fee Proposal - Water System

Role	Base Rate	Total Hours	Expenditures FY 2016/17)	FY 2016/17 Hours			
				Q1	Q2	Q3	Q4
1. Project Management Services							
Program Manager	180	360	\$64,800		180	180	
Tech. Advisor/Project Manager/Resident Engineer	170	280	\$47,600		140	140	
Project R.E. Support	120	270	\$32,400		135	135	
Hydraulic Modeler	185	16	\$2,960		8	8	
Project Controller	180	12	\$2,160		6	6	
Subtotal Water		938	\$149,920		469	469	

Detailed Fee Proposal - Waste Water System

Role	Base Rate	Total Hours	Expenditures FY 2016/17)	FY 2016/17 Hours			
				Q1	Q2	Q3	Q4
1. Project Management Services							
Program Manager	180	360	\$64,800		180	180	
Tech. Advisor/Project Manager/Resident Engineer	170	280	\$47,600		140	140	
Project R.E. Support	120	270	\$32,400		135	135	
Hydraulic Modeler	185	16	\$2,960		8	8	
Project Controller	180	12	\$2,160		6	6	
Subtotal Waste Water		938	\$149,920		469	469	

TOTAL

1876	\$300,000
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