

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND ERLER & KALINOWSKI, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 8th day of August 2017, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Erler & Kalinowski, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for groundwater sub-basin assessment services on April 12, 2016; and

WHEREAS, the parties amended the Agreement on February 14, 2017, adding \$123,900 for a new total not to exceed amount of \$800,000 from Measure K funds; and

WHEREAS, the parties wish to further amend the Agreement, adding \$134,931 for a new total not to exceed amount of \$934,931, and updating the scope of services adding a Phase 2B, and extending the term of the agreement through June 30, 2018.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed nine hundred thirty-four thousand nine hundred thirty-one dollars (\$934,931). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor will invoice County at the end of each billing period. Payment in full must be received by Contractor within thirty (30) days of the date of such invoice.

Contractor shall attain written approval from County to complete and task in Phase 2B indicated as "AS-NEEDED TECHNICAL SUPPORT" prior to beginning work. County reserves the right to eliminate work scope in Phase 2B with written 30-day notice to Contractor.

2. Section 4 of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 12, 2016, through June 30, 2018.

3. Original Exhibit A, is amended, adding the following Phase 2B, Tasks 8b, 9b, and 10b, under existing Phase 2 Tasks 8, 9 and 10 (rev. 8/8/17) as follows:

Task 8b - Fill Selected Data Gaps

- Contractor shall develop snap shots of water level maps for both dry and wet seasons in both the shallow and deep water bearing zones for 2017.
- Contractor shall conduct one (1) additional 2017 end of dry season streamflow and electrical conductivity (EC) monitoring event along one or more of the following creeks: Laurel, San Mateo, Cordilleras, and San Francisco.
- Provide AS-NEEDED TECHNICAL SUPPORT to County staff during outreach to potential monitoring partners, including preparing materials for County staff to use during meetings with potential partners, determining suitability of wells for monitoring network, and preparing application for CASGEM Monitoring Entity.
- Contractor shall refine value for effective Bay Mud conductivity using passive aquifer test methods.
- Contractor shall provide AS-NEEDED TECHNICAL SUPPORT from EKI in performing monitoring events.

Task 9b - Update Database

- Contractor shall document the protocols and procedures to be followed as part of any future database updates performed by the Project Team or others.
- Contractor shall further enter and/or cross-reference existing well database information (e.g., Geotracker chemical data; County permit data; DWR well log well construction data, etc.).
- Contractor shall support collaboration and facilitate data sharing with stakeholders, conduct additional detailed comparisons of other stakeholders' model input (recharge, pumping, and aquifer parameters) and output (water levels, stream gains and losses, and storage changes) in order to reveal cause(s) for any observed discrepancies in estimated inflows across Basin boundaries and identify approaches to improve the model performance; and improve estimation of groundwater outflow to the east including partitioning outflows between discharge to the Bay and underflow towards to Niles Cone Subbasin to the east (in both the water budget and the numerical model).

Task 10b - Update and Refine Hydrogeologic Conceptual and Numerical Models

- Contractor shall update the hydrogeologic cross-sections with additional well log information and well screen information, including data from additional key deep wells that have been provided to the Project Team since July 2016 and that may exist within the DWR well log dataset.
- Contractor shall update Groundwater Management Evaluation:

- Update the analysis of SGMA implementation status in the Bay Area and state-wide to account for changes since the Phase 1 report was prepared;
- Develop scenarios of potential future water/land use management actions and/or physical and natural impacts (e.g., increased pervious area, climate change, sea level rise, etc.) to consider during Phase 3 modeling efforts in coordination with County staff;
- Prepare for and attend up to two meetings with stakeholders and potential Basin management partners (e.g., BAWSCA and C/CAG) to discuss groundwater development potential and potential basin management options and to solicit input on potential modeling scenarios; and
- Provide other general, as-needed support related to refinement of groundwater management options

- Contractor shall perform project management and stakeholder workshops:
 - Provide additional staffing to take a more active role in stakeholder engagement during the two planned Phase 2 workshops, including supporting breakout sessions and developing follow-up materials after workshops;
 - AS-NEEDED TECHNICAL SUPPORT for updates to the Project schedule; and
 - General project management activities
- Contractor shall confirm completion and bill for additional work performed as part of Phase 1 due to the unexpectedly large amount of data received from stakeholders between April and July 2016, to refine County's database and models

4. All other terms and conditions of the agreement dated 4/12/16, and amendment dated 2/14/17, between the County and Contractor shall remain in full force and effect, including the existing Phase 2 scope of work.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Erler & Kalinowski, Inc.,



Contractor Signature

27 July 2017
Date

John T. DeWitt, Secretary
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board