

AMENDMENT NUMBER THREE TO AGREEMENT

Among the San Francisquito Creek Joint Powers Authority, the San Mateo County Flood Control District, and the Santa Clara Valley Water District for Funding of the Planning and Design of the Initial Capital Project on San Francisquito Creek Between East Bayshore Road and San Francisco Bay

This Amendment Number Three, effective as of the date it is fully executed, amends the Agreement (Agreement) by and among the San Francisquito Creek Joint Powers Authority (Authority), the San Mateo County Flood Control District (Flood Control District), and the Santa Clara Valley Water District (Water District), for Funding of the Planning and Design of the Initial Capital Project on San Francisquito Creek Between East Bayshore Road and San Francisco Bay, effective November 3, 2009, Amendment Number One thereto dated August 9, 2011, and Amendment No. 2 thereto dated October 8, 2013, as set forth below; and

WHEREAS, On July 23, 2009, the Authority's Board of Directors unanimously approved the staff's recommended Initial Capital Project on San Francisquito Creek (Project) and authorized its Executive Director to pursue funding opportunities and to contract on behalf of the Authority with qualified consultants to conduct: (1) design services and (2) environmental impact assessment and planning for the Project; and

WHEREAS, on November 3, 2009, the Authority and HDR, Inc. (Consultant), entered into an agreement for Design Services (Agreement for Design Services) for Floodwater Conveyance Improvements on San Francisquito Creek from East Bayshore Road to San Francisco Bay and since its commencement, Consultant has been continuously performing design services for the Project; and

WHEREAS, pursuant to Amendment Number Two, funding was allocated to pay Consultant for various engineering and design costs included in and added to the original Agreement for Design Services. One particular engineering design task to be funded by Amendment Number Two was for Consultant to prepare a revised feasibility assessment for extending the fourth Caltrans bridge cell under Highway 101 to be constructed on the Santa Clara County side of San Francisquito Creek and under certain real property located in the Project area, commonly known as 2023 and 2025 East Bayshore Road, Palo Alto, California. Provided it was determined feasible and the services were approved by the Authority, Consultant was to prepare design documents to implement the extension of the fourth Caltrans bridge cell to be constructed under the real property referenced hereinabove; and

WHEREAS, the funds allocated pursuant to Amendment Number Two, to be expended for the design services described above, have not been spent because the tasks were subsequently determined unnecessary; and

WHEREAS, the funds allocated pursuant to Amendment Number Two for additional geotechnical field exploration and data analysis necessary to finalize the Project design, including modifications needed to existing underground utilities, have not been spent because the tasks were paid for with external funds; and

WHEREAS, the Parties desire to continue with and finish the planning and design phases of the Project; and

WHEREAS, a further amendment to the Agreement is necessary to reallocate the unused funds for the scopes of work described above, to pay for additional design services performed by

Consultant, benefitting the Water District and the Project, for other costs described as “Additional design and permitting support” in Revised Exhibit A, Task/Fee Table, hereto; and

WHEREAS, this Amendment Number Three provides for transferring unused funding from certain scopes of work described in the Agreement for Design Services, to pay for various engineering design costs included in and added to the original Agreement for Design Services and Amendments Number One and Two thereto, as described in Revised Exhibit A Task/Fee Table attached hereto; and

WHEREAS, pursuant to this Amendment Number Three, Revised Exhibit A, Task/Fee Table, certain engineering design and environmental planning services and expenses included in and added to the original Agreement for Design Services are: additional hydraulic calculations and evaluation in support of responses to the California Regional Water Quality Control Board, San Francisco Bay Region, permitting requests, and additional permitting reapplication support following required revisions to the Project design.

NOW, THEREFORE, for the consideration and upon the terms and conditions hereinafter specified, the Parties agree to further amend the Agreement and Amendments Number One and Two as follows:

1. The funding for additional engineering design costs, identified as “Revised feasibility assessment for extending the fourth Caltrans bridge cell to be constructed under 2023 and 2025 East Bayshore Road, Palo Alto, CA 94303” and “If determined feasible and authorized by Water District, preparation of design documents to implement extension of the fourth Caltrans bridge cell to be constructed under 2023 and 2025 East Bayshore Road, Palo Alto, CA 94303,” and geotechnical work, “Additional geotechnical field exploration and data analysis [necessary to finalize the Project design, including modifications needed to existing underground utilities,]” stated in Amendment Two to the Agreement, page two as part of the seventh recital, as well as described in Amendment Number Two, Exhibit A, Task/Fee Table, is reallocated to services relating to additional hydraulic calculations and evaluation in support of responses to the California Regional Water Quality Control Board permitting requests, and additional permitting reapplication support following revisions to the Project design, at no change to the total funding obligation of any of the Parties hereto. This reallocation of funding will provide for compensating the Consultant for services described in Revised Exhibit A, Task/Fee Table, as “Additional design and permitting support” for an amount not to exceed \$275,000.
2. All terms and conditions of the Agreement and Amendments Numbers One and Two thereto, not otherwise amended herein, remain in full force and effect.
- 3.

This Amendment Number Three may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Authority, the Flood Control District, and Water District have executed this Amendment Number Three to the Agreement as of the date and year set forth on each signature page herein.

Separate Signature pages are implemented individually for each Party

REVISED EXHIBIT A

TASK/FEE TABLE

The maximum compensation limits for each additional Task are as stated in the Table below:

Tasks	Costs	Amendment Number Three
Funding Agreement among Authority, Flood Control District, and Water District including Amendment Numbers 1 and 2.	\$2,427,252	
Revised feasibility assessment for extending the fourth CalTrans bridge cell to be constructed under 2023 and 2025 East Bayshore Road, Palo Alto, CA 94303		(\$35,000)
If determined feasible and authorized by Water District, preparation of design documents to implement extension of the fourth CalTrans bridge cell to be constructed under 2023 and 2025 East Bayshore Road, Palo Alto, CA 94303		(\$190,000)
Additional geotechnical field exploration and data analysis necessary to finalize the Project design, including modifications needed to existing underground utilities		(\$50,000)
Additional design and permitting support		\$275,000
Amendment Number Three total increase amount	\$0	
Total Funding Agreement between Authority, Flood Control District, and Water District with Amendment No. 3	\$2,427,252	

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Flood Control District, and the Santa Clara Valley Water District for Funding of the
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Between East Bayshore Road and San Francisco Bay**

IN WITNESS WHEREOF, the Authority has executed this Amendment Number Three to the
Funding Agreement as of the date and year as set forth below.

Separate Signature pages are implemented individually for each Party.

APPROVED AS TO FORM:

SAN FRANCISQUITO CREEK JOINT
POWERS AUTHORITY

Signature

By:

Len Materman, Executive Director

Greg Stepanicich
Authority Counsel

Date: _____

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IN WITNESS WHEREOF, the Flood Control District has executed this Amendment Number Three to the Funding Agreement as of the date and year as set forth below.

Separate Signature pages are implemented individually for each Party.

APPROVED AS TO FORM:

SAN MATEO COUNTY FLOOD CONTROL
DISTRICT

Signature

By:

President, Board of Supervisors

Print Name
County Counsel

Date:

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IN WITNESS WHEREOF, the Water District has executed this Amendment Number Three
to the Funding Agreement as of the date and year set forth below.

Separate Signature pages are implemented individually for each Party.

APPROVED AS TO FORM:

SANTA CLARA VALLEY WATER DISTRICT

Signature

By:

Beau Goldie, Chief Executive Officer

Print Name
District Counsel

Date: _____