

**AMENDMENT NO. 1 TO AGREEMENT A4455A  
BETWEEN SANTA CLARA VALLEY WATER DISTRICT  
AND MONTROSE ENVIRONMENTAL SOLUTIONS, INC.**

This Amendment No. 1 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement No. A4455A (Agreement), fully executed on May 11, 2021, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District) and MONTROSE ENVIRONMENTAL SOLUTIONS, INC. (Consultant) a Delaware Corporation, individually the Party or collectively the Parties.

**RECITALS**

**WHEREAS**, Consultant is currently performing Environmental Planning and Permitting Services for the Stream Maintenance Program Renewal

**WHEREAS**, Horizon Water and Environment, a California limited liability company, was acquired by Montrose Environmental Solutions, Inc., a state of Delaware corporation, and is now Montrose Environmental Solutions, Inc.

**WHEREAS**, the Parties desire to amend the Agreement to document Valley Water's consent to work being performed by Montrose Environmental Solutions, Inc. after its acquisition of Horizon Water and Environment, LLC , effective as of November 1, 2021; and

**WHEREAS**, the Agreement currently expires on May 11, 2026; and

**WHEREAS**, the Parties desire to amend the Agreement to extend its term to November 11, 2027 for Consultant to continue Environmental Planning and Permitting Services for the Stream Maintenance Program Renewal; to add tasks to the scope of services; to increase the Not-To-Exceed amount; and to amend the Agreement to incorporate administrative changes.

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

1. Standard Consultant Agreement, First Paragraph, is replaced in its entirety to state as follows:

“This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water), and MONTROSE ENVIRONMENTAL SOLUTIONS, INC., a Delaware corporation and successor in interest to Horizon Water and Environment, LLC (Consultant), individually the Party or collectively the Parties.”

2. Because Consultant has already performed more than 50% of the scope of work specified in this Agreement to the satisfaction of Valley Water, the Standard Consultant Agreement, Section Four (Fees and Payments), paragraph 4 (Retention) is hereby removed.
3. Standard Consultant Agreement, Section Twelve (Miscellaneous Provisions), paragraph 22 (Appendices), is amended to state as follows:

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“22. Appendices

The following list of Revised Standard Consultant Agreement Appendices are incorporated herein by this reference as though set forth in full:

Appendix One - Additional Legal Terms (UNCHANGED)  
Appendix Two - Dispute Resolution (UNCHANGED)  
Appendix Three - Task Order Template (UNCHANGED)  
Appendix Four - Insurance Requirements (REVISED).”

4. Standard Consultant Agreement, Section Twelve (Miscellaneous Provisions), paragraph 23 (Schedule(s) and Attachments), is amended to state as follows:

“23. Schedules and Attachments. Schedule EP, Scope of Services, and the following list of Attachments are incorporated herein by this reference as though set forth in full:

Attachment One - Fees and Payments (REVISED)  
Attachment Two - Schedule of Completion (REVISED)  
Attachment Three - Consultant’s Key Staff and Subconsultants (REVISED)  
Attachment Four - Reference Materials (UNCHANGED).”

5. Standard Consultant Agreement, Appendix Four, Insurance Requirements, is amended as stated in Revised Standard Consultant Agreement, Revised Appendix Four, Insurance Requirements, attached hereto and incorporated herein by this reference.
6. Schedule EP, Scope of Services, is amended as set forth in Revised Schedule EP, Scope of Services, attached hereto and incorporated herein by this reference. This includes Revised Schedule EP Attachments One (Fees and Payments), Two (Schedule of Completion), and Three (Consultant’s Key Staff and Subconsultants).
7. All other terms and conditions of Agreement A4455A, not amended as stated herein, remain unchanged and in full force and effect.

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**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO  
THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A4455A  
THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

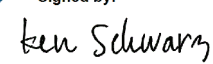
**SANTA CLARA VALLEY WATER DISTRICT**

**MONTROSE ENVIRONMENTAL  
SOLUTIONS, INC.**

By:

By:

\_\_\_\_\_  
Tony Estremera  
Chair, Board of Directors

Signed by:  
  
\_\_\_\_\_  
1BCAFF6B315B43B...  
KEN SCHWARTZ  
Principal

Date:

Date:

\_\_\_\_\_

4/2/2025  
\_\_\_\_\_

Consultant Address:

ATTEST: Candice Kwok-Smith

266 Grand Avenue, Suite 210  
Oakland, CA 94610

\_\_\_\_\_  
Interim Clerk, Board of Directors

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REVISED APPENDIX FOUR  
INSURANCE REQUIREMENTS**

**Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. The District will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the check-list of documents needed at the end of this Appendix Four Insurance Requirements.**

Without limiting the Consultant's indemnification of, or liability to, the Santa Clara Valley Water District ("District" or "Valley Water"), the Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions as listed below.

Consultant must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Consultant's insurance agent(s) and/or broker(s), who have been instructed by Consultant to procure the insurance coverage required herein.

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Appendix Four Insurance Requirements. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the Agreement is executed.** In the event of a claim or dispute, District has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix Four Insurance Requirements.

If your insurance broker has any questions about the above requirements, please advise him/her to email Valley Water Risk Manager at [RiskManager@valleywater.org](mailto:RiskManager@valleywater.org).

**Certificates of Insurance**

Consultant shall furnish the District with a Certificate of Insurance. The certificates will be issued on a standard ACORD Form.

Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated District Contract Administrator and email a copy to [valleywater@ebix.com](mailto:valleywater@ebix.com).

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;
2. Include copies of all the actual policy endorsements required herein; and
3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District  
5750 Almaden Expressway**

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**San Jose, CA 95118  
Agreement/CAS No. A4455A/CAS 5168**

**IMPORTANT: The agreement or CAS number must be included.**

In the Description of Operations/Locations/Vehicles/Special Items Box:

1. Certificate Holder shall be named as Additional Insured;
2. District agreement or project number shall appear;
3. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and
4. Waiver of Subrogation must be indicated as endorsed to all policies.

**If Consultant receives any notice that any of the insurance policies required by this Appendix Four Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the designated District Contract Administrator that such insurance policy required by this Appendix Four Insurance Requirements is canceled or coverage is reduced.**

**Maintenance of Insurance**

If Consultant fails to maintain such insurance as is called for herein, District, at its option, may suspend payment for work performed and/or may order Consultant to suspend all Consultant's work at Consultant's expense until a new policy of insurance is in effect.

**Renewal of Insurance**

Consultant will provide the District with a current Certificate of Insurance and endorsements within thirty (30) business days from the expiration of insurance.

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to:  
[valleywater@ebix.com](mailto:valleywater@ebix.com)
2. Provide the following information in the "Certificate Holder" box:  
**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement/CAS No. A4455A/CAS 5168**

**IMPORTANT: The agreement or CAS number must be included.**

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Consultant must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

**Required Coverages**

**1. Commercial General/Business Liability Insurance** with coverage as indicated:

**\$1,000,000** per occurrence / **\$1,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Consultant must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest.
- e. Broad Form Property Damage liability.

**2. Business Auto Liability Insurance** with coverage as indicated:

**\$1,000,000** combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

**3. Professional/Errors and Omissions Liability** with coverage as indicated:

**\$1,000,000** per claim/ **\$1,000,000** aggregate

Professional/Errors and Omission Liability appropriate to the Consultant's profession, and must include:

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability
- c. If coverage is claims-made:
  - i. Certificate of Insurance shall clearly state that the coverage is claims-made.
  - ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
  - iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
  - iv. Insurance must be maintained and evidence of insurance must be provided

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for at least three (3) years after completion of the contract of work.

**4. Workers' Compensation and Employer's Liability Insurance**

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

**General Requirements**

**With respect to all coverages noted above, the following additional requirements apply:**

1. **Additional Insured Endorsement(s):** Consultant must provide an additional insured endorsement for Commercial General/Business Liability (for both on-going and completed operations) and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by the District. **NOTE:** This section does not apply to the Workers' Compensation and Professional Liability policies.

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.

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5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.



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**CHECK LIST OF DOCUMENTS NEEDED**

<b>General Liability:</b>	A.	Limits <b>(\$1,000,000)</b>	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

<b>Auto Liability:</b>	A.	Limits <b>(\$1,000,000)</b>	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

<b>Umbrella:</b>	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	

<b>Workers Comp:</b>	A.	Limits <b>(\$1,000,000)</b>	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	

<b>Professional Liability:</b>	A.	Limits <b>(\$1,000,000)</b>	
	B.	Cancellation Endorsement	

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REVISED SCHEDULE EP  
SCOPE OF SERVICES**

**1. Representatives**

- A. Valley Water's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to Valley Water shall be addressed to Valley Water Project Manager (DPM).

Billy Williams (Valley Water Project Manager)  
Senior Environmental Planner  
Watershed Operations and Maintenance Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 630-2090  
Email: [bwilliams@valleywater.org](mailto:bwilliams@valleywater.org)

Jon Jankovitz (Valley Water Unit Manager)  
Environmental Services Manager - Watershed  
Watershed Operations and Maintenance Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 630-2060  
Email: [jjankovitz@valleywater.org](mailto:jjankovitz@valleywater.org)

Jennifer Codianne (Division Deputy Operating Officer)  
Watershed Operations and Maintenance Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 630-3876  
Email: [jcodianne@valleywater.org](mailto:jcodianne@valleywater.org)

- B. The Consultant's Project Manager is as listed below. All Valley Water questions pertaining to this Agreement shall be referred to the Consultant's Project Manager.

Carley Dutra (Consultant Project Manager)  
Environmental Planner/Biologist  
1 Kaiser Plaza, Suite 340  
Oakland, CA 94612  
(916) 792-5100  
[cadutra@montrose-env.com](mailto:cadutra@montrose-env.com)

Phone: (916) 792-5100  
Email: [cadutra@montrose-env.com](mailto:cadutra@montrose-env.com)

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Ken Schwarz (Consultant Principal Officer)  
Principal-in-Charge  
266 Grand Avenue, Suite 210  
Oakland, CA 94610  
Phone: (510) 986-1851  
Email: keschwarz@montrose-env.com

**2. Scope of Services**

This Schedule EP, Scope of Services describes the professional environmental planning and permitting services to be performed by Consultant for Valley Water's **Environmental Planning and Permitting for the Stream Maintenance Program Renewal** (Project).

**3. Project Objectives**

- A. Preparation of EIR, mitigation proposal, and regulatory permits required for Valley Water's 2027-2036 Stream Maintenance Program (SMP-3).
- B. Various technical services associated with the renewal of Valley Water's Stream Maintenance Program as described in the tasks below.
- C. Other tasks outlined below to support Valley Water during the Stream Maintenance Program renewal process.

**4. Project Background**

- A. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection, and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. Valley Water effectively manages 10 (ten) dams and surface water reservoirs, 3 (three) water treatments plants, nearly 400 (four hundred) acres of groundwater recharge ponds and more than 275 (two hundred seventy-five) miles of streams.
- B. Valley Water's Operations and Maintenance Environmental Support Unit has responsibility for permitting and compliance of maintenance activities throughout Valley Water's Watersheds and Water Utility operations. A senior environmental planner and senior biologist from the Operations and Maintenance Environmental Support Unit will be assigned to work with Consultant throughout the process of developing the 2024-2033 Stream Maintenance Program (SMP-3).
- C. Valley Water is updating the 2014-2023 Stream Maintenance Program (SMP-2). This update will result in the 2027-2036 Stream Maintenance Program (SMP-3). The Stream Maintenance Program (SMP) was established in 2002 and describes a program for conducting routine stream channel maintenance work activities wherever they may occur in Valley Water's jurisdiction, subject to specific limitations. Under SMP-2, the program includes three major categories of work: sediment removal; vegetation management;

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and bank stabilization. Additional categories include minor maintenance (includes activities such as fence installation and repair, and trash and debris removal), management of animal conflicts and large woody debris management. Under SMP-3, the program will include a similar set of categories, though there may be some degree of change to this list of categories. The current set of permits expire at the end of 2026, so it is vital that this work be completed on a timeline that ensures that there will be no interruption in permit coverage.

## **5. Assumptions and Requirements**

### **A. General Assumptions and Requirements**

- 1) Manage Scope of Services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project requirements.
- 2) Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation, and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by Valley Water, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following Valley Water review process. For each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to the Consultant. The comments provided by Valley Water staff during the workshops will be documented by the Consultant as meeting minutes and will be included in the next revision of the documents.
- 4) Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines, and work instructions for the performance of various Valley Water work. If requested, Consultant will perform the applicable Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the DPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.
- 5) Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Section 3. Project Objectives.

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- 6) **Document Control.** Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this Project is maintained by Valley Water.
  
- 7) **File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by Valley Water, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, Valley Water will not be responsible for delays in completing Project work. Consultant may need to coordinate with Valley Water's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

**B. Project-Specific Assumptions and Requirements – NOT USED**

**6. Scope of Services Tasks**

**Task 1 - Project Management (UNCHANGED)**

The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the fees limit stated in Attachment One to Schedule EP, Fees and Payments, and in accordance with the Project Schedule stated in Attachment Two to Schedule EP, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet Valley Water and Project requirements. Consultant will provide project administration services for the contract. Consultant's project manager will be responsible for providing any needed subcontractors, managing Consultant team, providing the resources to complete the job, monitoring the project budgets and schedules, providing status reports and maintaining an efficient, effective document tracking system that is compatible with Valley Water's document control system. Key project staff should be available for telephone consultation and team meetings throughout the duration of the project.

**1.1 Prepare Schedule, Refine Work Plan, and Budget.**

Consultant will prepare a draft Project schedule in Microsoft Project or other compatible schedule software. Consultant will refine the project schedule based on Valley Water comments, which may produce a need for refining the detailed project work plan and budget. Consultant will meet with Valley Water to finalize the revised scope of services, budget and baseline for the project schedule.

Consultant will update the project schedule monthly and e-mail the update to Valley Water's Project Manager. Consultant will notify Valley Water's Project Manager whenever the projected schedule will be more than 1 month off or if deliverable dates need to be changed. Throughout the project, Consultant will coordinate with Valley Water on all aspects of the work.

**1.2 Prepare List of Deliverables and Schedule**

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Consultant will develop a list of deliverables, in collaboration with the Valley Water Project Manager, based on the: refined project work plan, schedule, series of data gathering meetings with Valley Water, and scope of services. This list will map out the timing of each deliverable, as well as identifying critical paths.

**1.3 Prepare Progress Reports and Schedule Revisions**

Consultant will submit monthly status reports, invoices and schedule updates. These documents will be prepared in an agreed upon format and content between consultant and Valley Water.

**1.4 Attend Identified Project Management Related Meetings**

Meetings between the Consultant and Valley Water will occur, at a minimum, monthly. Consultant will prepare the meeting agendas, action items, and meeting notes in consultation with Valley Water. These meetings will be conducted at Valley Water's Headquarters office, via an on-line meeting platform or as otherwise directed by Valley Water and in consideration of any local or state health directives. In addition, the consultant will attend two (2) meetings, as directed, to brief Valley Water Board of Directors on the progress of the project.

**Task 1 - Deliverables**

1. Detailed Project Work Plan, Schedule and Scope. Electronic copy in Microsoft Project (other electronic format can be used if approved by Valley Water staff). [1.1]
2. List of Deliverables and Schedule [1.2]
3. Monthly status reports, invoices and schedule updates. One electronic copy in MS Word format. [1.3]
4. Meeting Preparation Materials, Agendas, and Notes [1.4]

**Task 1 - Assumptions**

1. It is assumed that Consultant will be requested to perform all services.

**Task 2 - Review Existing Background Information (UNCHANGED)**

**2.1 Review Background Information on the Project. Valley Water will provide Consultant with:**

- Project goals and objectives
- Final Subsequent Environmental Impact Report for the Multi-Year Stream Maintenance Program (Santa Clara Valley Water Valley Water, December 2011)
- 2019-2023 Updated Stream Maintenance Program Manual (SMP 2.5)
- Regulatory Permits and Biological Opinions

**2.2 Analyze Existing Data and Information Based on Project Objectives and Define Key Technical Issues to be Addressed. Consultant will analyze the existing data and information with the project objectives in mind, in order to define key issues to be**

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addressed. Based on this analysis, Consultant will identify environmental concerns for the project and the alternatives, and document these in a technical memorandum for Valley Water review.

**Task 2 - Deliverables**

1. Technical Memorandum (#1) identifying the appropriate CEQA document type and level of revisions to 2011 FSEIR [2.1]
2. Technical Memorandum (#2) Identifying Environmental Concerns for the Project/Proposed Alternatives [2.2]

**Task 2 - Assumptions**

1. It is assumed that Consultant will be requested to perform all services.

**Task 3 - Project Description (UNCHANGED)**

Consultant will work with Valley Water to produce a draft detailed Project Description for use in the CEQA process based on the review and analysis in Task 2. The project description is subject to Valley Water review and may require at least two (2) drafts prior to completion of the final project description.

**Task 3 - Deliverables**

1. Draft and Final CEQA Project Description

**Task 3 - Assumptions**

1. It is assumed that Consultant will be requested to perform all services.

**Task 4 - Environmental Investigations and Studies (UNCHANGED)**

The Environmental Investigations task includes assessments needed to evaluate environmental impacts of the project as required by CEQA and other applicable laws and regulations. Tasks under Task 3.0 Environmental Investigations and Studies require expertise in all areas related to CEQA.

- 4.1** Gather and Organize Environmental Information Relevant to the Project. Consultant will work with Valley Water to identify any existing environmental data not provided in Task 2. Consultant will then gather existing environmental documents, memos, data, plans and policies and other information relevant to the project. Such information may include, but is not limited to: hazards and hazardous materials assessments of the property(ies) involved; CEQA / NEPA documents for similar facilities in the vicinity and/or other projects on the property(ies) involved; biological or cultural resource studies, data and report information specific to the project vicinity (Santa Clara Valley Water District, Cities), engineering reports for the project area; other mapping, reports and documentation of special status species in the vicinity of the project site; planning documents by the affected jurisdiction(s),

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including relevant General Plans, Project Plans and/or Master Plans; and other relevant materials. Consultant will submit this list to Valley Water for review. Consultant will conduct up to six workshops with Valley Water biological, vegetation management, engineering, and/or environmental planning O&M Environmental Support staff under the direction of the SMP Project Manager or designee, to obtain additional background information on the existing program.

- 4.2 Summarize Environmental Conditions Based on Existing Data.** Consultant will review existing reports, plans and policies and other information relevant to the project, as identified in subtask 2.1. Consultant will analyze the environmental conditions, based on existing data, focusing on relevant environmental statutes and regulations that include, but are not limited to CEQA, the National Environmental Policy Act, the Migratory Bird Treaty Act, state and federal Endangered Species Acts, Clean Water Act, Porter Cologne Act, McAteer-Petris Act, Magnuson-Stevens Fishery Conservation and Management Act, Fish and Game Code, Section 1602, Valley Habitat Plan, cultural and archaeological statutes, noise ordinances, and traffic laws.

Results of this analysis will be summarized by Consultant in a technical memorandum. The technical memorandum should also identify additional data requirements and environmental issues not previously identified. The technical memorandum will be submitted to Valley Water for review.

- 4.3 Prepare Field Investigation Plan.** Based on the data requirements identified under subtask 4.2, Consultant will develop a field investigation plan and submit it to Valley Water for review. These investigations may include water quality impact assessments, wetland delineations, investigation of cultural resources, biological surveys, traffic studies, and other environmental considerations required under CEQA. A draft of the field investigation plan will be submitted to Valley Water for review prior to completion of the final investigation plan.
- 4.4 Conduct Field Investigations.** Based on the results of the Field Investigation Plan and Technical Memorandum #1 (subtask 2.1), Consultant will conduct investigations and/or studies necessary to fulfill the requirements of CEQA, with prior Valley Water approval.

**Task 4 - Deliverables**

1. List of Environmental Data and documents for the Project, and their References, which may be in electronic format [4.1]
2. Technical Memorandum (#3) Identifying Additional Data Required and Environmental Issues not previously identified, which may be in electronic format [4.2]
3. Draft Field Investigation Plan followed by Field Investigation Plan, both of which may be in electronic format. [4.3]
4. Technical Memorandum (#4) Summarizing Field Work Outcomes, including Site Visit Survey Notes, Photographs and Other Appropriate Documentation [4.4]

**Task 4 - Assumptions**



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1. It is assumed that Consultant will be requested to perform all services.

**Task 5 - Draft (Subsequent/Supplemental) Environmental Impact Report (UNCHANGED)**

- 5.1** Prepare Notice of Preparation. In collaboration with Valley Water, Consultant will prepare the Notice of Preparation. Consultant will prepare a distribution list for the Notice of Preparation and submit it to Valley Water for review.

Conduct Environmental Scoping. In collaboration with Valley Water, Consultant will schedule and plan the public scoping meeting(s) required by CEQA. At Valley Water's direction, Consultant will take the lead in conducting the public EIR scoping meeting, presenting the project to the public and tracking public comments received. Consultant will provide documented public comments to Valley Water.

- 5.2** Refine Project Description and Proposed Program Document. (Optional: this task will be conducted at Valley Water's discretion.) Consultant will work with Valley Water to refine the Project Description, based on the results of the scoping process, to produce a draft detailed project description for use in the CEQA process. The revised Project Description is subject to Valley Water review and may require two (2) drafts prior to finalization.

- 5.3** Prepare Administrative Draft EIR (ADEIR), Including Mitigation Monitoring and Reporting Program.

The first EIR delivered to Valley Water will be an Administrative Draft document. Valley Water will review the Administrative Draft and provide consolidated comments to Consultant for use in preparing the Draft EIR. In addition, each document prepared for compliance with CEQA requirements will be prepared in such a way that the document fully satisfies CEQA requirements.

As part of the ADEIR, Consultant will prepare a Mitigation Monitoring and Reporting Program for the project. Required format (at a minimum) is a matrix showing impacts, mitigation measures, timing, status, and document references.

- 5.4** Screening of Project Alternatives. (Optional: this task will be conducted at Valley Water's discretion.) Consultant will work closely with the Valley Water Project Team to develop and document the screening criteria of project alternatives, evaluate the retained alternatives, and identify the preferred alternative(s). Results of this evaluation will form the basis of the alternatives analysis in the ADEIR that the Consultant will prepare.
- 5.5** Prepare Draft EIR (DEIR) and Mitigation Monitoring and Reporting Program (MMRP). Based on Valley Water comments provided to Consultant, Consultant will revise the Administrative Draft EIR. The resulting documents will be the Draft EIR and Mitigation Monitoring and Reporting Program. Valley Water will review a screen check copy of the Draft EIR to ensure that comments have been incorporated prior to finalization.

**Task 5 - Deliverables:**

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1. Notice of Preparation [5.1]
2. Documented Public Scoping Comments in MS Word or Excel [5.1]
3. Draft and Final Refined Project Description [5.2]
4. Administrative Draft EIR, Mitigation and Monitoring Reporting Program [5.3]
5. Technical Memorandum (#5) documenting alternatives screening criteria, alternative evaluations, and preferred alternative. [5.4]
6. Public Draft EIR, Mitigation and Monitoring Reporting Program. Less than sixty (60) bound paper copies (Valley Water to determine precise number), one camera-ready copy, one electronic copy in Adobe PDF and MS Word format [5.5]

**Task 5 - Assumptions**

1. It is assumed that Consultant will be requested to perform all services.

**Task 6 - CEQA Public Noticing and Participation Requirements (UNCHANGED)**

- 6.1** Prepare Information for Valley Water Website and Filing with the State Clearinghouse. Consultant will provide the Draft EIR and other materials, as appropriate, to fulfill public notice requirements for posting on Valley Water website and with the State Clearinghouse.
- 6.2** Prepare Notice of Completion. In coordination with Valley Water, Consultant will prepare the Notice of Completion.
- 6.3** Prepare for and Attend Public Hearing. Consultant will provide support for Valley Water staff for the public meeting or hearing where Valley Water Board of Directors considers the draft document for release to the public. Support may include preparation of materials, response to technical questions at the meeting/hearing, and/or presentation of the environmental component of the project. Consultant will record public comments during this meeting/hearing.
- 6.4** Respond to Public Comments. Valley Water will collect and collate written public comments on the Draft EIR and provide these collated comments to Consultant. In collaboration with Valley Water, Consultant will prepare responses to public comments on the Draft EIR for review by Valley Water.

Draft Response to Comments Report. An electronic copy in MS Word format required for a screen check. This document will be part of the Final EIR, and therefore the final version will be included under Task 7.1.

**Task 6 - Deliverables:**

1. Draft and Final Noticing for Valley Water Website and State Clearinghouse Filing. One electronic copy in MS Word and Adobe PDF format required. [6.1]
2. Notice of Completion One electronic copy in MS Word format will be required [6.2]
3. Public Hearing Displays, Presentation, Handouts, Meeting Notes with public comments. [6.3]
4. Draft and Final Response to Public Comments Report, five (5) bound paper copies, one camera-ready copy and one electronic copy in MS Word format required. [6.4]

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**Task 6 - Assumptions**

1. It is assumed that Consultant will be requested to perform all services.

**Task 7 - Final Environmental Impact Report (UNCHANGED)**

- 7.1** Prepare Final EIR. Based on the public comments and the Draft Response to Comments Report in Task 6.4, Consultant will prepare the Administrative Final EIR, incorporating the public comments and responses and content of the Draft EIR. The Administrative Final EIR will include the Mitigation Monitoring and Reporting Program.

Consultant will provide the Administrative Final EIR to Valley Water for review. Based on Valley Water comments on the Administrative Final the Consultant will prepare the Final EIR. Valley Water will review a screen check copy of the Final EIR to ensure that Valley Water comments have been incorporated.

- 7.2** Prepare Findings and Statement of Overriding Considerations. In coordination with Valley Water, Consultant will prepare the CEQA Findings and Statement of Overriding Considerations (if needed), as directed. Consultant will submit the Draft Findings and Statement of Overriding Considerations to Valley Water for comment and prepare the final version of these documents based on Valley Water comments.
- 7.3** Prepare Notice of Determination (NOD). Consultant will prepare the Notice of Determination, in coordination with Valley Water.
- 7.4** Assist with Public Hearing/Adoption of FEIR. Consultant will provide support to Valley Water for the public meeting or hearing where the Valley Water Board of Directors considers the FEIR for approval. This support may include preparation of materials, answering technical questions at the meeting/hearing, and/or presenting the environmental component of the project. Consultant will record public comments during this meeting and provide these to Valley Water.

**Task 7 - Deliverables**

1. Administrative Final EIR and Final EIR, including the Mitigation Monitoring and Reporting Program, Response to Comments (Task 6.4), and technical appendices (for example, maps, GIS files, presentation materials, technical data) For the Administrative Final EIR, five (5) bound paper copies, one camera-ready copy and one electronic copy in MS Word format required. For the Final EIR, twenty (20) bound paper copies, one camera-ready copy and one electronic copy in Adobe PDF and MS Word format. [7.1]
2. Draft and Final Findings and Statement of Overriding Considerations [7.2]
3. Notice of Determination. One electronic copy in MS Word Format required. [7.3]
4. Public Hearing Displays, Presentation, Handouts, Meeting Notes, and Public Comments [7.4]

**Task 7 - Assumptions**

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1. It is assumed that Consultant will be requested to perform all services.

**Task 8 - Mitigation Proposal (UNCHANGED)**

- 8.1** Update SMP Best Management Practices (BMP). Consultant will review the existing SMP Best Management Practices and revise the document as necessary based on a refined distinction between Best Management Practices and mitigation, changes to the SMP and relevant regulations.

Deliverable: Draft and Final SMP Best Management Practices

- 8.2** Develop Programmatic Mitigation Proposal. Consultant will work with Valley Water to build upon the SMP-1 Stream and Watershed Protection Program, developed and approved in 2002. This program identified "up front" programmatic mitigation for the long-term temporary and/or permanent impacts of the SMP. The revised Programmatic Mitigation Proposal will incorporate any new or revised elements necessary to conduct routine stream maintenance for the SMP-3 permit period (2024-2033). The proposal may include mitigation for impacts to wetlands, riparian habitat, special-status species, and species-specific habitat types.

**Task 8 - Deliverables:**

1. Draft and Final SMP Best Management Practices [8.1]
2. Draft and Final Revised Programmatic Mitigation Proposal [8.2]

**Task 8 - Assumptions**

1. It is assumed that Consultant will be requested to perform all services.

**Task 9 - Regulatory Permitting (UNCHANGED)**

This task is intended to produce the permit applications, environmental documents and other support material needed for project implementation. Valley Water will take the lead in negotiations with regulatory agency staff. Consultant may provide support with negotiations as noted below.

- 9.1** Assist with Initial Regulatory Agency Consultations. Under the direction of Valley Water, Consultant will assist in planning and attending initial consultation(s) with regulatory agency personnel. Consultant will be responsible for keeping detailed notes of meeting(s).
- 9.2** Prepare Draft Permit Applications. In consultation with the Valley Water, Consultant will identify the necessary permits for the proposed project and prepare the draft permit applications for the project. The applications will be provided to Valley Water for review.
- 9.3** Prepare Biological Assessment. In consultation with Valley Water, Consultant will prepare the Biological Assessment, as appropriate, for special status species that are present in

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the project area and could be impacted by the project. The Biological Assessment will be reviewed by Valley Water.

- 9.4** Prepare Final Permit Applications. Based on the comments received from Valley Water, Consultant will prepare the final permit applications for the project, which Valley Water will distribute, as appropriate.
- 9.5** Provide Support During Permit Negotiations. Consultant will provide support to Valley Water during permit negotiations. This support may take the form of strategizing with Valley Water, preparing handouts and/or displays, attending meetings to answer questions and/or give short presentations. At Valley Water's discretion, Consultant may be responsible for preparing meeting notes to document meeting discussions and outcomes.

**Task 9 - Deliverables:**

- 1. Initial Consultation Meeting Agenda and Notes, including next steps analysis [9.1]
- 2. Draft Permit Applications. One electronic copy in MS Word format and, if there is a need to submit hard copy applications, five (5) paper copies required. [9.2]
- 3. Draft and Final Biological Assessments [9.3]
- 4. Final Permit Applications. One electronic copy and CD in editable Adobe PDF format, MS Word, and, if there is a need to submit hard copy applications, ten (10) paper copies required. Consultant will submit, in one package, all technical information that went into the biological assessment and permit applications. This may include, but not be limited to, GIS files, vegetation or wildlife survey results, cultural, and resource data [9.4]
- 5. Ongoing Meeting Notes. One electronic copy in MS Word format required. [9.5]

**Task 9 - Assumptions**

- 1. It is assumed that Consultant will be requested to perform all services.

**Task 10 - Stream Maintenance Program Manual (UNCHANGED)**

Consultant will prepare a manual for the stream maintenance program to function as a reference for both Valley Water and regulatory staff.

- 10.1** Draft Stream Maintenance Program Manual. Consultant will prepare a draft Stream Maintenance Program Manual. This draft Manual will be prepared by the time that permit applications occur and may be submitted as part of the application process. The Manual will describe all aspects of the SMP-3 program, including background, activities, practices, and mitigation in a format that function as a reference for Valley Water and regulatory agency staff.
- 10.2** Revise and Finalize Stream Maintenance Program Manual. Based on the permit negotiation process, Consultant will revise the Manual. It is possible that multiple revisions will be needed.

**Task 10 - Deliverables**

Environmental Planning and Permitting Services for the Stream Maintenance Program Renewal  
Amendment No. 1 to Agreement A4455A  
Version Date 3.18.25

CAS File #5168

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1. Draft Stream Maintenance Program Manual. Five (5) bound paper copies and electronic copies in MS Word and PDF format required [10.1]
2. Final Stream Maintenance Program Manual. Fifteen (15) bound paper copies and electronic copies in MS Word and PDF format required. [10.2]

**Task 10 - Assumptions**

1. It is assumed that Consultant will be requested to perform all services.

**Task 11 - Supplemental Services (UNCHANGED)**

Valley Water may require, and the Consultant will perform, Supplemental Services on an as-needed basis. Prior to performing any Supplemental Services, Consultant must receive approved Task Order issued by Valley Water and executed by both Parties. Refer to the Standard Consultant Agreement, Section Twelve Miscellaneous Provisions, subsection 13. Task Orders, and Appendix Three Task Order Template.

**11.1 Specific Supplemental Services** If requested, Consultant will perform supplemental tasks. Specific examples of possible Supplemental Services include, but not limited to:

**11.1.1 Public Outreach and Stakeholder Process.**

- 11.1.1.1 Consultant will assist Valley Water in conducting the formal public participation process consistent with CEQA Guidelines to ensure that input from the affected community and stakeholders is received. This may be accomplished by meetings with officials from affected cities, agencies and the general public; mailings; and web page information.
- 11.1.1.2 Prepare Public Outreach Plan. (Optional. This task will be conducted at Valley Water's discretion.) In consultation with Valley Water, Consultant will prepare a Public Outreach Plan and provide it to Valley Water for review. Consultant will revise the draft plan, based on Valley Water comments.

Deliverables: Draft and Final Public Outreach Plan. One electronic copy in MS Word format required.

- 11.1.1.3 Develop Outreach Materials including for Valley Water's Website, Newsletters, and/or Other Outreach Material. (Optional. This task will be conducted at Valley Water's discretion.) Consultant, in coordination with Valley Water, will be responsible for preparing materials for display on Valley Water's website. These materials may include newsletters; presentation materials; handouts; and meeting and project summaries. Consultant, in coordination with Valley Water, will be responsible for designing, preparing, and distributing periodic newsletters describing the progress of the project to the general public. In addition to website and newsletters, Valley Water may ask Consultant to assist with other outreach material.

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Deliverables: Outreach materials formatted for Valley Water Website, Newsletters, and/or other outreach media. One electronic copy in each: MS Word, HTML or Adobe PDF format, and paper copies as necessary.

- 11.1.1.4 Prepare Contact Database. (Optional. This task will be conducted at Valley Water's discretion.) In coordination with Valley Water, Consultant will develop and maintain a database of contacts (mailing lists) for the project.

Deliverable: Database of Contacts. One electronic copy in MS Word or Excel format.

- 11.1.1.5 Conduct/Attend and Participate in Stakeholder Meetings. (Optional. This task will be conducted at Valley Water's discretion.) Subject to Valley Water approval, Consultant will conduct or assist in the planning and coordination of meetings and workshops involving City Boards/Councils, state and/or federal resource agencies, and interested groups and individuals. Consultant will also provide support equipment and materials, as requested, as well as participating in up to five (5) meetings or workshops. The meetings will provide information on project objectives and goals; alternatives; and issues. Meetings will also obtain public input on the project and identify issues or problems generated by the affected community. Consultant will provide materials, as mutually agreed upon, for stakeholder meetings.

Deliverables: Presentation Materials, Handouts and Notes for Stakeholder Meetings

- 11.1.2 Biological Field Support** Depending on the process and set of tasks outlined above, needs may arise for various biological field tasks.

- 11.1.2.1 Biological Field Surveys (Optional. This task will be conducted at Valley Water's discretion). During this process, need may arise for biological field support including but not limited to surveys to determine presence/absence of sensitive species, habitat characterizations, vegetation surveys, or other biological field tasks. At Valley Water's discretion, Consultant may be asked to conduct these surveys.

Deliverables: Raw data resulting from field surveys in an appropriate an electronic format appropriate to the type of data collected. Formats could include spreadsheets, shapefiles, narrative documents, photographs, and/or other formats as specified by Valley Water.

- 11.1.2.2 Biological Data Analysis and Summary (Optional. This task will be conducted at Valley Water's discretion). While some analysis and summary of biological data is incorporated into the required tasks, there may be situations in which biological data analysis and summary beyond the scope of those tasks is required. Raw biological data may require summary, analysis, and/or presentation to be useful for project needs. This could include preparation of quantitative or qualitative summaries in formats such as tables, narrative descriptions or maps. At Valley Water's discretion, Consultant may be asked to analyze and/or summarize biological data. In addition, there may be a need for review and analysis of existing data, including but not limited to CNDDDB records, peer-reviewed literature, and biological data that has been

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gathered by Valley Water. At Valley Water's discretion, Consultant may also be asked to provide analysis and summary of this data.

Deliverables: Analysis and summary of data in an electronic format specified by Valley Water. Formats could include but are not limited to tables, maps, and narrative descriptions. In some cases, these analysis and summary items may be incorporated into other documents that Consultant is preparing.

**11.1.3 Reach Characterization**

As part of the process, at Valley Water's discretion, Consultant may be asked to assist with characterization of stream reaches within the project area. These characterizations may include tasks such as the description of ecological and constructed aspects of streams within the project area, description of the management regimes that are to occur within reaches, and/or classification of creeks into categories based on ecology and/or stream management needs.

Deliverables: Reach characterizations will be delivered in an electronic format specified by Valley Water. Formats are likely to be tabular and/or geospatial and may also include narrative descriptions or photos. These reach characterizations may be incorporated into other documents that Consultant is preparing.

**11.1.4 Geospatial Data Collection and Analysis**

As part of this process, the need may arise for Consultant to assist with various geospatial data collection and analysis tasks.

- 11.1.4.1 Geospatial Data Collection (Optional. This task will be conducted at Valley Water's discretion). At Valley Water's discretion, Consultant may be asked to collect geospatial data. Data will be collected using a methodology that is approved by Valley Water.

Deliverables: Geospatial data will be delivered in an electronic format that is approved by Valley Water in advance. Typical formats could include shapefile, geodatabase, or various raster formats.

- 11.1.4.2 Geospatial Data Analysis (Optional. This task will be conducted at Valley Water's discretion). At Valley Water's discretion, Consultant may be asked to analyze geospatial data beyond that which is described under aforementioned tasks. This analysis may involve analysis of data collected by the Consultant under a different subtask, data provided by Valley Water, or data obtained through some other method.

Deliverables: Results of data analysis will be delivered in an electronic format that is approved by Valley Water in advance. The format of analysis results will be highly variable depending on the type of analysis which is being conducted. Potential



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formats could include, but are not limited to text descriptions, tables, maps, and secondary geospatial data.

**11.1.5 Other Additional Tasks**

Valley Water may include additional optional tasks, along with appropriate deliverables. Insofar as this is possible, these tasks should be scoped in a manner similar to the tasks identified above.

**11.2 Additional Services.** The Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Task 1 through 10 as Task 11 Supplemental Services, to include but not be limited to:

- 11.2.1 Additional meetings.
- 11.2.2 Additional time allotted for meetings.
- 11.2.3 Additional status/progress reports.
- 11.2.4 Additional phone conference calls.
- 11.2.5 Additional pages or copies of technical memoranda, plans, reports.

**Task 12 - ADA Compliance (NEW)**

**12.1** Consultant will ensure that the SMP Renewal CEQA process and associated documents are compliant with Section 508 and ADA Compliance. ADA compliance may consist of evaluating and/or modifying content in documents to include text alternatives for non-text content, captions and other alternatives for multimedia, assistive technologies, etc. prior to submission to the State Office of Planning & Research.

**Task 12 - Deliverables**

1. SMP Renewal Documents that have undergone an ADA compliance check to ensure they have met the requirements to be submitted to the State Office Planning and Research system.

**Task 12 - Assumptions**

1. It is assumed that Consultant will be requested to perform all services.

**Task 13 - Administrative Record (NEW)**

**13.1** Consultant will compile and draft a comprehensive administrative record for the SMP Renewal, including all relevant documents, correspondence, data, and analyses. Documents will be organized in a structured file system, using appropriate indexing and labeling conventions.

**Task 13 - Deliverables**

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1. Draft and Final Administrative Record.

**Task 13 - Assumption**

1. It is assumed that Consultant will be requested to perform all services.

**7. Attachments**

The following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One to Schedule EP - Fees and Payments (Revised)

Attachment Two to Schedule EP - Schedule of Completion (Revised)

Attachment Three to Schedule EP - Consultant's Key Staff and Subconsultants (Revised)

Attachment Four to Schedule EP - Reference Materials (Unchanged)

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FEES AND PAYMENTS**

**1. Total Authorized Funding**

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$2,392,319** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water’s Board of Directors (Board), or Board designee.

**2. Cost Breakdown**

The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by Valley Water to the Consultant for Supplemental Services without prior written authorization by Valley Water as stated in this Agreement.

<b>Task</b>	<b>Description</b>	<b>Original Agreement</b>	<b>Amendment No. 1</b>	<b>Revised Not-to-Exceed Fees</b>
1	Project Administration	\$145,148	\$99,943	\$245,091
2	Review Existing Background Information	\$73,487	(\$10,596)	\$62,891
3	Project Description	\$27,674	\$0	\$27,674
4	Environmental Investigations and Studies	\$240,860	(\$87,887)	\$152,973
5	Draft (Subsequent/Supplemental) Environmental Impact Report	\$344,787	\$24,243	\$369,030
6	CEQA Public Noticing and Participation Requirements	\$90,301	\$0	\$90,301
7	Final Environmental Impact Report	\$61,080	\$0	\$61,080
8	Mitigation Proposal	\$136,045	\$0	\$136,045
9	Regulatory Permitting	\$438,313	\$108,226	\$546,539
10	Stream Maintenance Program Manual	\$163,492	\$52,465	\$215,957
11	Supplemental Services	\$416,265	\$25,000	\$441,265
12	ADA Compliance	N/A	\$23,497	\$23,497
13	Administrative Record	N/A	\$19,976	\$19,976
<b>Total Not-to-Exceed Fees</b>		<b>\$2,137,452</b>	<b>\$254,867</b>	<b>\$2,392,319</b>

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**3. Terms and Conditions**

Payments for services performed, as defined in this Schedule, which applies to the specific Services, will be based on the following terms:

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

**C. Reimbursable Expenses**

- 1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by Valley Water Project Manager will be billed on a monthly basis at actual cost linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. No markup will be applied to reimbursable expenses, either by the Consultant or by its subconsultants, subcontractors, or vendors. Consultant shall provide invoices for all such services regardless of cost.
- 2. Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager. All equipment purchased on behalf of Valley Water and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
- 3. Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior

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approval has been obtained from Valley Water Project Manager. For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager for a different type of vehicle.

4. A markup of 5% will apply to the Consultant only to manage Subconsultants, subcontractors and vendors, including lab services.
- D. For staff with rates exceeding the rate of \$270/hr, the Consultant must obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project.
- E. **Prevailing Wage Requirements - NOT USED**

The Scope of Services described in Task INSERT APPLICABLE TASK NUMBER HERE is considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages.

1. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

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**AMENDMENT NO. 1 TO AGREEMENT A4455A  
REVISED SCHEDULE EP  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

**HOURLY/UNIT RATE TABLE**

<b>CLASSIFICATION/STAFF</b>	<b>ORIGINAL AGREEMENT HOURLY/UNIT</b>	<b>HOURLY/UNIT RATE EFFECTIVE 2/1/24</b>	<b>HOURLY/UNIT RATE EFFECTIVE AMENDMENT NO. 1</b>
<b>Consultant: Horizon Water and Environment</b>			
Principal – Ken Schwarz, Tom Engels, Brian Piontek	235.13	241.01	\$247.00
Director – Janis Offermann, Jennifer Schulte, Diana Roberts, Jessica Walsh	210.23	215.49	\$220.89
Sr. Associate II – Debra Lilly, Bridget Lillis, Lisa Herrera	200.14	205.14	\$210.27
Sr. Associate I – Dean Martorana, Harry Boxler, Patrick Donaldson, Carley Dutra	190.05	194.80	\$199.67
Associate II	172.08	179.46	\$183.95
Associate I – Emma White, Alex Fraser, Jessica Gonzalez	170.14	174.39	\$178.75
Analyst II	155.07	158.95	\$162.92
Analyst I	145.09	148.72	\$152.44
GIS Technician	125.72	128.86	\$132.08
Technical Editor- Linda Littleton	115.21	118.09	\$121.04
Publication Specialist	115.21	118.09	\$121.04
Administrative Assistant – Sandy Wieder	100.13	102.63	\$105.20
<b>Subconsultant: H.T. Harvey &amp; Associates</b>			
Principal – Steve Rottenborn, Kelly Hardwicke, Robin Carle	256.38	262.79	269.36
Senior Associate Ecologist	180.90	168.33	172.54
Associate Ecologist	164.22	168.33	172.54
Senior Ecologist 2 – Jeff Wilkinson	149.05	152.78	156.60
Senior Ecologist 1 – Katie Gallagher, Jane Lien	135.01	138.39	141.85
Ecologist 2	121.36	124.39	127.50
Ecologist 1	108.47	111.18	113.96
Field Biologist 2	97.09	99.52	102.01
Senior GIS Analyst – Mark Lagarde	150.18	153.93	157.78
GIS Analyst – Abra Kaiser	109.98	112.73	115.55
Senior Technical Support	119.04	122.02	125.07

**AMENDMENT NO. 1 TO AGREEMENT A4455A  
REVISED SCHEDULE EP  
REVISED ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION/STAFF</b>	<b>ORIGINAL AGREEMENT HOURLY/UNIT</b>	<b>HOURLY/UNIT RATE EFFECTIVE 2/1/24</b>	<b>HOURLY/UNIT RATE EFFECTIVE AMENDMENT NO. 1</b>
Technical Support	79.67	81.66	83.70
Clerical Support	55.22	56.60	58.02
<b>Subconsultant: Stillwater Sciences</b>			
Senior Scientist/Engineer – Matt Drenner	187.51	192.20	\$197.01
Associate Scientist/Engineer –	167.65	171.84	\$176.14
Principal Scientist/Engineer – AJ Keith, Ethan Bell, Katherine Ayres	209.37	214.60	\$219.97
Senior Technician	94.74	97.11	\$99.54
Assistant Scientist/Engineer – Emily Jadeski, Matt McKechnie, Danielle Yaconelli, Anabelle Howe, Katie Kobayashi, Camille Hymes, Skylar Rousseau	148.94	152.68	\$156.48
<b>Subconsultant: Environmental Science Associates</b>			
Director III - Alisa Moore	262.96	269.53	276.27
Director II - Matt Russell	197.67	202.61	207.68
Managing Associate III - Shadde Rosenblum, Suzanne Goldstein	195.17	200.05	205.05
Managing Associate II - Heidi Koenig, James Gregory	175.55	179.94	184.44
Senior Associate III – Brad Allen	160.07	164.07	168.17
Senior Associate II - Rachael Carnes	144.77	148.39	152.10
Associate III - Ashleigh Sims	96.64	99.06	101.54
Project Tech. III - Logan Sakai	102.22	104.78	107.40

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**AMENDMENT NO. 1 TO AGREEMENT A4455A  
REVISED SCHEDULE EP  
REVISED ATTACHMENT TWO  
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all of conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires **78 months** after the Effective Date, unless, prior to its expiration, its term is modified by a written amendment hereto signed by both Parties.
3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

**PROJECT SCHEDULE (REVISED)**

Task	Description	Duration From Notice to Proceed (months)
1	Project Administration	Duration of Agreement
2	Review Existing Background Information	Completed
3	Project Description	Completed
4	Environmental Investigations and Studies	Completed
5	Draft (Subsequent/Supplemental) EIR	24
6	CEQA Public Noticing and Participation Requirements	26
7	Final EIR	30
8	Mitigation Proposal	Duration of Agreement
9	Regulatory Permitting	Duration of Agreement
10	Stream Maintenance Program Manual	Duration of Agreement
11	Supplemental Services	Duration of Agreement
12	ADA Compliance	78
13	Administrative Record	78

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**AMENDMENT NO. 1 TO AGREEMENT A4455A  
 REVISED SCHEDULE EP  
 REVISED ATTACHMENT THREE  
 CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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

<b>Team Member</b>	<b>Classification</b>	<b>Project Role</b>	<b>Contact Information</b>
Ken Schwarz	Principal	Principal-in-Charge, Manual lead	1 Kaiser Plaza, Suite 340 Oakland, CA 94612 (510) 986-1851 keschwarz@montrose-env.com
Brian Piontek	Principal	Permitting lead	1 Kaiser Plaza, Suite 340 Oakland, CA 94612 (408) 315-0109 tmengels@montrose-env.com
Tom Engels	Principal	CEQA lead	1 Kaiser Plaza, Suite 340 Oakland, CA 94612 (408) 315-0109 tmengels@montrose-env.com
Lisa Herrera	Senior Associate II	Permitting lead	1 Kaiser Plaza, Suite 340 Oakland, CA 94612 (650) 200-5098 lisaherrera@montrose-env.com
Debra Lilly	Senior Associate II	CEQA lead	1 Kaiser Plaza, Suite 340 Oakland, CA 94612 (916) 529-0193 delilly@montrose-env.com
Carley Dutra	Senior Associate I	Project Manager, CEQA support	1 Kaiser Plaza, Suite 340 Oakland, CA 94612 (916) 792-5100 cadutra@montrose-env.com
Steve Rottenborn	Principal	Terrestrial Biology	983 University Ave, Building D Los Gatos, CA 95032 (408) 458-3205, srottenborn@harveyecology.com
Robin Carle	Principal	Wildlife Ecology	983 University Ave, Building D Los Gatos, CA 95032 (408) 677-8737 rcarle@harveyecology.com
Jeff Wilkinson	Senior Ecologist 2	Herpetology	983 University Ave, Building D Los Gatos, CA 95032 (408) 458-3228 jwilkinson@harveyecology.com
Kelly Hardwicke	Principal	Plant Biology/Wetlands	983 University Ave, Building D Los Gatos, CA 95032 (408) 458-3236 khardwicke@harveyecology.com
Katherine Ayres	Principal	Fisheries and	279 Cousteau Place

**AMENDMENT NO. 1 TO AGREEMENT A4455A  
 REVISED SCHEDULE EP  
 REVISED ATTACHMENT THREE  
 CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

<b>Team Member</b>	<b>Classification</b>	<b>Project Role</b>	<b>Contact Information</b>
	Scientist	Aquatic Biology	Suite 400 Davis, CA 95618 (206) 817-7112 kayres@stillwatersci.com
Ethan Bell	Senior Fisheries Biologist	Fisheries and Aquatic Biology	895 Napa Ave Suite B-3 Morro Bay, CA 93442 (805) 570-7499 x501 ethan@stillwatersci.com
Matt Drenner	Associate Scientist	Fisheries and Aquatic Biology	555 W. 35th Street, 35th Floor Los Angeles, CA 90013 (503) 313-3315 mdrenner@stillwatersci.com
Matt McKechnie	Assistant Scientist	Fisheries and Aquatic Biology	895 Napa Ave., Suite B-3 Morro Bay, CA 93442 (540) 710-3709 mmckechnie@stillwatersci.com
Danielle Yaconelli	Assistant Scientist	Fisheries and Aquatic Biology	996 S. Seaward, Suite 102 Ventura, CA 93001 (408) 655-0808 dyaconelli@stillwatersci.com
Alisa Moore	Director III	CEQA Support, Cultural Resources	575 Market Street, Suite 3700 San Francisco, CA 94105 (415) 962-8440 amoore@esassoc.com
Rachael Carnes	Director II	CEQA Manager	180 Grand Avenue, Suite 1050 Oakland, CA 94612 (510) 463-6757 rcarnes@esassoc.com
Heidi Koenig	Managing Associate II	Cultural Resources	1425 N. McDowell Blvd., Suite 200 Petaluma, CA 94954 (707) 795-0920 hkoenig@esassoc.com

**AMENDMENT NO. 1 TO AGREEMENT A4455A  
 REVISED SCHEDULE EP  
 REVISED ATTACHMENT THREE  
 CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

2. The following Subconsultants are authorized to perform Services on the Project:

<b>Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
H.T. Harvey and Associates	Terrestrial Biology	Steve Rottenborn 983 University Ave, Building D Los Gatos, CA 95032 (408) 458-3205 srottenborn@harveyecology.com
Stillwater Sciences	Fisheries and Aquatic Biology	Katherine Ayres 279 Cousteau Place, Suite 400 Davis, CA 95618 (206) 817-7112, kayres@stillwatersci.com
Environmental Science Associates	CEQA support, Cultural Resources	Alisa Moore 550 Kearny Street, Suite 800 San Francisco, CA 94108 (415) 962-8440 amoore@esassoc.com

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