

**AMENDMENT NO. 1 TO AGREEMENT A5019A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND RINCON CONSULTANTS, 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 A5019A (Agreement) dated April 23, 2024, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District) and RINCON CONSULTANTS, INC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, Consultant is currently providing professional environmental planning & permitting services for Valley Water's Anderson Dam Seismic Retrofit Project (ADSRP or Project);

WHEREAS, the Agreement currently expires on June 1, 2027; and

WHEREAS, additional planning and permitting work is needed to support the required California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) measures, and permit conditions for the U.S. Army Corps of Engineers (USACE) 404 Permit, State Water Resources Control Board (SWRCB) Water Quality Certification, National Historic Preservation Act (NHPA) Section 106, and the San Francisco Bay Conservation and Development Commission (BCDC) Consistency Certification, for which Valley Water has committed to starting construction by January 2027; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to provide sufficient time for Consultant to perform environmental planning & permitting services for the ADSRP; increase the total not-to exceed Fee to provide for additional compensation related to the additional services; modify the Project Schedule for the Consultant's performance in consideration of the added scope and extended term and 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, Valley Water and Consultant hereby agree to amend the Agreement as follows:

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

“23. Schedule(s) and Attachments

Schedule EP, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Revised 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

2. 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.
3. Schedule EP, Attachment One, Fees and Payments, is amended as set forth in Revised Schedule EP, Revised Attachment One, Fees and Payments, attached hereto and incorporated herein by this reference.

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4. Schedule EP, Attachment Two, Schedule of Completion, is amended as set forth in Revised Schedule EP, Revised Attachment Two, Schedule of Completion, attached hereto and incorporated herein by this reference.
5. Schedule EP, Attachment Three, Consultant's Key Staff and Subconsultants, is amended as set forth in Revised Schedule EP, Revised Attachment Three, Consultant's Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.
6. Schedule EP, Attachment Four, Reference Materials, is amended as set forth in Revised Schedule EP, Revised Attachment Four, Reference Materials, attached hereto and incorporated herein by this reference.
7. All other terms and conditions of the Agreement A5019A, not otherwise amended as stated herein remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A5019A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

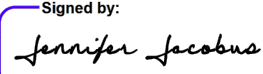
By: _____
Tony Estremera
Chair, Board of Directors

Date: _____

ATTEST:

Candice Kwok-Smith
Clerk, Board of Directors

RINCON CONSULTANTS, INC.
Consultant

Signed by:

By: _____
2254BCC77D144DD...
Jennifer Jacobus
Principal-in-Charge

Date: 9/14/2025

Firm's Address:
180 North Ashwood Avenue
Ventura, CA 93003

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**SCHEDULE EP
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

1. Representatives (REVISED)

- 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 (VWPM).

Tiffany Chao (VWPM)
Senior Water Resources Specialist Dam Safety & Capital Delivery Division Santa Clara
Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3107
Email: TChao@valleywater.org

Wendy Young
Environmental Services Manager
Dam Safety & Capital Delivery Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2478
Cell: (831) 239-7910
Email: wendyyoung@valleywater.org

Ryan McCarter
Deputy Operating Officer
Dam Safety & Capital Delivery Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2983
Email: rmccarter@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.

Alex Hunt
Principal
Rincon Consultants, Inc.
80 Garden Road, Suite 240
Monterey, CA 93940

Phone: (831) 915-7475
Email: ahunt@rinconconsultants.com

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REVISED ATTACHMENT ONE
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- C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 21. Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Jennifer Jacobus
Principal-in-Charge
Rincon Consultant, Inc.
250 1st Street #1400
Los Angeles, CA 90012

Phone: (213) 377-5647

Email: jjacobus@rinconconsultants.com

2. Scope of Services (REVISED)

- A. This Schedule EP, Scope of Services describes the professional environmental planning and permitting services to be performed by Consultant for Valley Water's **Anderson Dam Seismic Retrofit Project** (ADSR Project or Project). Upon successful completion of the Project planning and environmental services, Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant to provide construction phase support services. Valley Water may, at its discretion, choose to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize Valley Water staff to perform such services.

3. Project Objectives

- A. The objectives of the Project, consistent with Federal Energy Regulatory Commission (FERC) and the California Department of Water Resources, Division of Safety of Dams (DSOD) dam safety requirements, are to:
- 1) Seismically retrofit and maintain the dam so that Valley Water may continue to operate it at capacity. This objective would be achieved by:
 - a. Replacing the existing dam to withstand the maximum credible earthquake (MCEs) on the Calaveras and Coyote Creek Range Front Faults;
 - b. Replacing the existing spillway to meet FERC and DSOD safety requirements related to the safe passage of a probable maximum flood (PMF); and
 - c. Replacing the outlet works to meet current DSOD outlet works requirements and accommodate fault offset.
 - 2) Improve cost efficiency of dam operations by decommissioning the hydroelectric facility
 - 3) Avoid and minimize environmental effects of construction and operations.

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4. Project Background (REVISED)

- A. Anderson Dam and Reservoir is a major water supply facility located adjacent to the City of Morgan Hill, California, about 18 miles southeast of San Jose. Anderson Reservoir is the largest of the ten reservoirs owned and operated by Valley Water and provides more water storage capacity than the other nine reservoirs combined. It is thus a critical facility to Valley Water and the communities it serves. The dam was completed in 1950 as a zoned, rockfill embankment. It has a height of approximately 240 feet and impounds up to 90,373 acre-feet (AF) of water at its maximum reservoir operating elevation.
- B. Anderson Dam and Reservoir is subject to dam safety regulation by the California Department of Water Resources DSOD and FERC as FERC Project 5737. Anderson Dam is classified under FERC guidelines as a "High Hazard Potential" dam due to the potential incremental loss of life should failure occur. Between 2008 and 2012, several dam safety deficiencies associated with seismic shaking, fault offset, flood capacity, and emergency drawdown capabilities were identified. The presence of liquefiable materials in the embankment and foundation of the dam could result in major slumping and failure of the embankment following a future large earthquake and the presence of active faults in the foundation that could rupture the existing low-level outlet. The spillway has inadequate capacity to safely pass large floods and the outlet does not have sufficient capacity to quickly draw down the reservoir during floods or other emergency events.
- C. The purpose of the ADSR Project is to seismically retrofit, maintain, and operate Anderson Dam and Reservoir to meet FERC and DSOD safety requirements, thereby allowing Valley Water to maximize water supply and related incidental benefits, while avoiding and minimizing environmental impacts of the implementation of those safety directives and requirements. The ADSR Project required an extensive environmental compliance process, including evaluation under California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA) and regulatory permits. The Final Environmental Impact Report pursuant to CEQA was certified in February 2025, NEPA documentation is currently being prepared by FERC, and regulatory permits have been issued. As such, Valley Water must undertake construction in a manner consistent with the mitigation measures, terms, and conditions required by CEQA/NEPA documentation and regulatory permits.

5. ADSR Project Delivery Approach

Valley Water plans to deliver the ADSR Project by utilizing the retained independent, separate consulting firms as described below. The Consultant awarded under this Agreement will need to coordinate with the firms listed below as directed by Valley Water.

- A. Project Management Consultant (PMC Team) led by Black & Veatch Corporation has been retained to assist with managing and overseeing the delivery of the ADSRP Project at the direction of Valley Water.
- B. Planning Consultant (PC or Planning Team) led by HDR Engineering, Inc. (HDR), was retained to perform preliminary engineering services and to develop the required draft environmental documents (Draft Environmental Impact Report and Draft Environmental Impact Statement) in support of the ADSR Project. Due to major changes in the ADSR

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Project objectives, the Planning Consultant Agreement with HDR was amended to reduce its scope of services, and then subsequently, the Agreement expired. HDR provided transition support services relating to Valley Water retaining Environmental Consultant, Horizon Water and Environmental, LLC (Horizon).

- C. Environmental Consultant (Previous EC or Environmental Team) led by Horizon Water and Environment, LLC (Horizon) prepared initial drafts of the Draft EIR. On November 1, 2021, Horizon was acquired by Montrose Environmental Group, Inc., and has continued to operate as a separate legal entity and wholly owned subsidiary of Montrose Environmental Group, Inc. since that date. On September 21, 2023, an amendment to the agreement was executed with Horizon to significantly reduce the environmental planning and regulatory permitting scope of services to be performed after release of the Draft Environmental Impact Report (EIR) for public review.
- D. A second Environmental Consultant (Current Consultant or EC) led by Rincon Consultants, Inc. (Rincon) was retained on July 13, 2023 to provide additional resources for technical editing, quality assurance, quality control, finalization of select sections, and document production of the initial Draft EIR sections prepared by Horizon. An amendment to the agreement directed Rincon to assist with the initial preparation of response to comments on the Draft Environmental Impact Report (EIR), and provide technical modeling support of select EIR sections. Consultant will also provide draft EIR materials related to air quality, greenhouse gas, and noise impact analyses. Rincon was then selected to complete the Final EIR and provide National Historic Preservation Act Section 106 support.
- E. Design Consultant (Design Team), led by URS Corporation, DBA URS Corporation Americas, was retained to perform design services in compliance with Valley Water, DSOD, and FERC requirements in support of the Project, including developing the Project design, preparing construction documents, and providing engineering support for the bid process and during the construction phases of the Project.
- F. Construction Management Consultant (CM or Construction Manager), led by COWI North America, Inc., was retained to oversee the Anderson Dam Tunnel Project (ADTP) construction contract and coordinate with the Design Consultant during construction in conformance with the Design Consultant's engineering plans and specifications, stamped and signed by a registered engineer; DSOD and FERC's construction inspection and monitoring requirements; the Valley Water-certified environmental compliance, specifically the requirements defined in the mitigation and monitoring plan; and ADTP Project close-out in accordance with Valley Water requirements. The ADTP is a component of the FERC Order Compliance Project (FOCP), which FERC directs Valley to implement as an interim risk reduction measure while Valley Water is completing the design/planning and securing permits for ADSR Project.
- G. Consultant, Stillwater Sciences was retained to perform regulatory permitting services, creek restoration modeling and design support for Project conservation measures, federal Endangered Species Act Section 7 consultation for fisheries resources, biological monitoring of fisheries resources for FERC Order Compliance Project environmental compliance, and general environmental support services for fisheries resources topics,

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as needed.

- H. Consultant, H.T. Harvey and Associates, was retained to perform state and federal regulatory agency permit application development and processing, Santa Clara Valley Habitat Plan compliance documentation, terrestrial habitat restoration design support, biological monitoring of terrestrial natural resources for FERC Order Compliance Project environmental compliance, and general environmental support services for terrestrial natural resources topics, as needed.

6. 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, Autodesk 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.

a. Valley Water Standardization Requirements

- (1) Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.
- (2) Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by the Consultant.
- 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

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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 VWPM 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.
- 6) **Document Control.** Consultant must utilize the document control system designated by Valley Water (Capital Project Management and Project Control's Program).
- 7) **File Exchange Service.**
 - a. Consultant must utilize the file exchange service designated by Valley Water (Capital Project Management and Project Controls Program), accessible to all parties as designated by Valley Water, to facilitate communications.
 - b. Consultant may need to coordinate with Valley Water's Capital Project Management and Project Controls Program (CPMPC@valleywater.org) to address any firewall issues and/or permissions required to allow for these communications.

B. Project-Specific Assumptions and Requirements

None

7. Scope of Services Tasks

Task 1 - Project Management (REVISED)

1.1 Project Management

The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Schedule EP, Attachment One, Fees and Payments, and in accordance with the Project Schedule stated in Schedule EP, Attachment Two, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet Valley Water and Project requirements. Consultant will provide regular communications with Valley Water,

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participate in meetings, manage the Consultant team, track the Project Schedule and budget, and coordinate closely with the VWPM. Consultant will provide monthly invoices and project status reports to the VWPM. The status reports will provide a brief summary of work performed, make note of any budget or time constraints, and provide a look-ahead schedule of deliverables and activities planned for the next reporting period. Consultant will include in the monthly project status report a comparison of the project schedule with deliverables and budget to assess if the project is staying on course for time and budget each month, and note any changes to the originally proposed budget and schedule. Consultant will provide a Quality Control process that ensures all deliverables are high quality and meet the needs of Valley Water.

1.2 Progress Meetings and Workshops

Valley Water and Consultant key staff and subconsultants as determined necessary and appropriate by Consultant, subject to VWPM approval, will coordinate and attend periodic progress meetings and workshops with Valley Water staff and attorneys, regulatory and resource agencies, and review boards, as needed, to review and discuss progress on the scope of services. Key strategies and decisions made at progress meetings will be documented in brief Strategy and/or Decision Memoranda. Similarly, any substantial changes made to the Scope of Work that are discussed at progress meetings and workshops will be documented in brief Change Management Memoranda.

1.3 Coordination and Communication with External Agencies

Consultant will assist the VWPM with coordination and communication tasks with appropriate regulatory or other agencies. This includes support in drafting correspondence related to the Consultant team's ADSR Project activities as requested by Valley Water. This task includes Consultant team participation in coordination calls and email correspondence with regulatory or other agencies up to a defined level of effort.

1.4 Public Outreach

If requested, Consultant will provide support and assistance with Valley Water's public outreach activities which may include coordination, preparation, and participation including preparing presentation materials, attending meetings, preparing newsletters, graphics, updates to the ADSR Project website, developing responses to questions, and performing other tasks as directed by the VWPM up to a defined level of effort.

Task 1 – Deliverables

1. Monthly Status Reports
2. Meeting Agendas, Minutes, including review comments, and Presentations
3. Weekly or Twice-a-month Meetings/Conference Calls attendance and summary notes
frequency of meetings and calls will be at Valley Water's discretion

Task 1 - Assumptions (REVISED)

1. The ADSR Project is highly visible to the public and regulatory agencies and heavy public

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and regulatory scrutiny is anticipated during the environmental review and permitting process. Consultant will brief the Consultant team and subconsultants on the importance of maintaining confidentiality regarding the ADSR Project.

2. In addition to the responsibilities identified above, managing the Consultant team is further defined to include fielding Valley Water requests, preparation and processing of monthly invoices.
3. Up to a total of 118 1-hour check-in meetings will be attended by an average of three (3) Consultant staff. These meetings are intended to support coordination over a two-year period, with an assumed one meeting per week during the first year and twice monthly meetings in the second year.
4. Up to an additional 48 1-hour focused meetings or workshops are included under this task, attended by an average of three (3) Consultant staff. These meetings are intended to support deeper discussions on particular topics with Valley Water staff.
5. An additional 448 hours of project management time has been included under Task 1.1, Project Management, to support meeting coordination (including agendas and minutes), strategy and/or decision memoranda, invoicing and progress reports, subcontractor coordination, Quality Assurance/Quality Control (QA/QC) process management, schedule and budget management, and other management tasks to remain attentive to Valley Water.
6. A total of 182 staff hours are included for coordination and communication with external agencies under Task 1.2 and 160 staff hours are included to support public outreach under Task 1.3, Coordination and Communication with External Agencies.

The precise scope for these services are not well-defined at this time, but as Consultant is requested to perform services under these task, the Consultant Project Manager will communicate estimates for level of effort for specific tasks (if requested) and track budget expenditures on this task as part of the Monthly Status Reports and/or monthly invoices.

7. This scope of work assumes meetings will primarily be conducted remotely using Microsoft Teams or Zoom. If needed, in-person attendance at meetings with Valley Water, external agencies, or for public outreach, will be at Valley Water's discretion.

Task 2 - Environmental Documentation (COMPLETED)

2.1 Finalize Responses to Public Comments

Valley Water will provide Consultant with written "bracketed" (i.e., numbered) public comment letters on the Draft Environmental Impact Report (EIR), and preliminary responses to these comments, including Master Responses for frequent individual comments. In collaboration with the Valley Water Project Team, Consultant will revise and complete the responses. Valley Water may request that the revised responses be submitted to Valley Water for review in phases. At Valley Water's discretion, Consultant will work with Valley Water staff to develop a schedule for logical groupings of revised responses to comments to be delivered sequentially for review by Valley Water staff and attorneys.

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2.2 Completion of Final EIR

Consultant will prepare an Administrative Final EIR #1 and Administrative Final EIR #2 meeting CEQA requirements (CEQA Guidelines § 15132). The Final EIR will include revisions to the Draft EIR made in response to comments, a list of public comments on the Draft EIR, copies of public comments received on the Draft EIR, and responses to public comments. At Valley Water's discretion, the Administrative Final EIR #1 and Administrative Final EIR #2 will be submitted to Valley Water for review in phases, in which case Consultant will work with Valley Water staff to develop a schedule for logical groupings of EIR chapters to be delivered sequentially for review by Valley Water staff and attorneys.

Based on Valley Water comments on the Administrative Final EIR # 2, Consultant will prepare the Screencheck Final EIR. Valley Water will review the Screencheck Final EIR for responsiveness to Valley Water comments on the Administrative Draft EIR #2, and submit a final set of comments to Consultant. Consultant will then revise the Screencheck Final EIR and prepare a Public Final EIR.

2.3 Findings, Statement of Overriding Considerations, and MMRP

Consultant will prepare Findings of Fact for each significant impact, and a Statement Overriding Considerations for significant impacts found to be unavoidable for Valley Water's use in approving the Project. Consultant will prepare the Findings of Fact in compliance with CEQA (Public Resources Code) Sections 21081 and 21081.5. The Statement of Overriding Considerations will express Valley Water's reasons for approving a project that would have significant, unavoidable impacts on the environment. The Statement is be based on supporting evidence in the administrative record. Consultant will also prepare a Mitigation Monitoring and Reporting Program (MMRP) meeting CEQA requirements, describing monitoring and reporting procedures for each EIR mitigation measure.

2.4 EIR Certification and Project Approval Meeting Support

Consultant will provide support for Valley Water staff for the public meeting or hearing where the Valley Water Board of Directors considers the EIR for certification and project approval. This support may include preparation of materials, responding to comments on the Final EIR submitted to the Board, answering technical questions at the meeting/hearing, and/or presenting the environmental component of the project.

2.5 Assistance in Administrative Record Preparation

Consultant will prepare and maintain a partial confidential Administrative Record (AR) on behalf of Valley Water concurrent with Final EIR preparation. Consultant will first prepare an index (detailed outline) of the AR for review by Valley Water. Valley Water will provide Consultant with a preliminary Draft EIR AR related to Draft EIR content that it compiled. Consultant will then maintain and complete the AR in accordance with CEQA requirements and update files on at least a monthly basis. The AR will include those

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contents required by Public Resources Code § 21167.6(e) directly related to the Draft and Final EIR contents, exclusive of e-mails, and include: Draft and Final EIRs and appendices; technical reports or studies used for CEQA analysis, referenced in the EIR, or incorporated by reference; screenshots or other electronic copy of website materials relied upon in the EIR; and final memoranda related to the EIR submitted by Consultant to Valley Water. Electronic records will be held as secure on the Consultant's computing network and submitted monthly, or as otherwise requested by Valley Water.

2.6 Recirculation of CEQA Document (Optional)

Should "substantial new information," as defined by CEQA Guidelines §15088.5, need to be added to the Draft EIR, it may be necessary to re-circulate the Draft EIR, in part or in whole. The consultant will assist with the preparation of the Recirculated Draft EIR, potentially including updating technical studies for various resource topics. After the public review period the Consultant will assist with response to comments, edits to the Draft CEQA document, and preparation of a Final Document including findings of fact and a Statement of Overriding Considerations (If needed). Valley Water will determine if recirculation of the Draft EIR is necessary based on addition of "significant new information" as defined by CEQA Guidelines §15088.5.

Task 2 – Deliverables

1. Draft and final revised responses to selected comments on Draft EIR
2. Administrative Final EIR # 1
3. Administrative Final EIR #2
4. Screencheck Final EIR
5. Public Final EIR
6. Draft and Final Findings of Fact, Statement of Overriding Considerations, and MMRP
7. EIR certification and project approval meeting materials, if requested
8. Administrative record index; draft and final administrative record related to Final EIR contents
9. Revised Draft EIR suitable for recirculation, including the revised sections, public noticing support, and response to comments preparation specific to the recirculated Draft EIR.

Task 2 – Assumptions

1. Consultant will not be responsible for finalizing responses to comments on fisheries and terrestrial biology comments, as these will prepared by other Valley Water consultants.
2. Consultant will not be responsible for Draft EIR revisions for the fisheries and terrestrial biology sections, as these will prepared by other Valley Water consultants.
3. The Final EIR scope of work assumes two rounds of Valley Water review and Consultant revision, for the Administrative Final EIR and the Screencheck Final Environmental Impact Report (FEIR). Additional rounds of Final EIR review and revision may be necessary if Consultant revisions do not sufficiently address Valley Water comments, as determined by Valley Water.
4. Valley Water will provide all work it has completed at the time of contract in responding to comments and updating the Draft EIR for the consultant to complete the Final EIR.

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5. Consultant will provide GIS and graphics support for revisions of up to 5 figures from the Draft EIR, if needed in response to comments or due to Valley Water directed changes.
6. The Final EIR will include direct underline and strikeout revisions to the Draft EIR made in response to comments or as otherwise initiated by Valley Water. Note that it is assumed that no underline and strikeout revisions to the Draft EIR appendices will be made by Consultant.
7. ADA accessible documents will not be prepared or provided. If desired, Consultant will prepare ADA accessible documents under Task 4, Supplemental Services.
8. Printed documents will not be prepared or distributed. If desired, Consultant will prepare a scope and cost for hard-copy documents under Task 4, Supplemental Services.
9. Valley Water staff will set up and notice the Final EIR Certification Hearing.
10. Consultant's Principal-in-charge, Project Manager, CEQA/NEPA Lead, Air Quality/Noise Lead, and Cultural Resources Lead will attend the Final EIR Certification Hearing in person. It is assumed this hearing will occur in Summer or Fall 2024.
11. Valley Water will decide which project alternative (whether the proposed project or an EIR alternative) they want to proceed with for the purpose of drafting the EIR Findings.
12. Valley Water will assist with the department responsibility column of the MMRP table.
13. Valley Water staff will file the NOD in person with the County Clerk, and Valley Water will pay the CDFW CEQA Filing Fees for an EIR. Consultant will e-file the NOD with State Clearinghouse on behalf of Valley Water, if Valley Water provides related submittal approval.
14. Valley Water will provide Consultant with the administrative record for the Draft EIR, so that Consultant can combine that with the administrative record files related to the Final EIR and provide to Valley Water as one complete EIR administrative record. It is assumed that Consultant does not need to assist with the locating of administrative record files related to the Draft EIR.
15. The optional recirculation task would involve updating the Draft EIR project description and analysis and responding to a new set of comments on the Draft EIR. Two rounds of review and revision on the Draft EIR updates and response to public comments are assumed. This task assumed biological resources analysis, if required, would be provided by others. Preparation of the Final EIR would remain under Task 2.2 and preparation of findings of fact and a Statement of Overriding Considerations would remain under Task 2.3.

Task 3 – Cultural Resources and Tribal Support (UNCHANGED)

Consultant will support the Project's compliance with Section 106 of the National Historic Preservation Act, including support for consultation with State Historic Preservation Officers (SHPO), and other cultural resource related tasks.

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3.1 Live Oak Restoration Reach

Consultant will conduct a pedestrian survey of the Live Oak Restoration Reach for cultural resources and prepare a draft and final Report of Findings to satisfy Section 106 of the National Historic Preservation Act compliance.

3.2 Historic and Cultural Resources Audit and Report

Consultant will conduct an audit of the cultural resource studies that have been completed to date and verify that the complete Area of Potential Effects (APE) have been fully studied and documented for the Project. Once the audit is completed and any additional studies completed, consultant will prepare a historic and archaeological resources report that inventories and evaluates resources in the APE. The report will consolidate and update the historic resources and archaeological reports previously prepared for the Project, FERC Order Compliance Project (FOCP), and Fish and Aquatic Habitat Collaborative Effort (FAHCE) Project. The report will support Section 106 compliance. The historic resources report will include a finding of effects regarding built environment.

3.3 Archaeological Resources Finding of Effects

Consultant will prepare a draft and final Finding of Effects document as required per 36 CFR 800.5 and apply the criteria of adverse effects to historic properties (those determined eligible for listing on the National Register) within the APE that cannot be avoided during project implementation.

3.4 Historic Properties Treatment Plan

Consultant will prepare a Historic Properties Treatment Plan (HPTP) in support of a project Programmatic Agreement (PA) designed to resolve any identifiable adverse effects to archaeological resources and lay out the process for addressing any additional discoveries that potentially occur during construction. The HPTP will outline methods to identify, document, and evaluate resources in inaccessible portions of the APE prior to and during construction, as well as mitigation of any adverse effects through data recovery, site monitoring, construction monitoring, public outreach, and/or other appropriate measures. The HPTP will require FERC and SHPO approval and may require input from other responsible agencies and consulting parties.

3.5 Development of Final Programmatic Agreement

Consultant will prepare a draft and final PA to support Section 106 of the National Historic Preservation Act compliance. Consultant will revise the PA in response to review and comment by Valley Water, consulting tribes, the County of Santa Clara, United States Army Corps of Engineers (USACE), SHPO, and FERC.

3.6 Coyote Percolation Dam Historic Architecture Mitigation

Consultant will complete the development of recommendations for mitigation for impacts to historic architecture as part of improvements at the Coyote Percolation Dam facility. The consultant will assist Valley Water in the preparation of materials that are required to

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fulfill the mitigation requirements for the impacts that are determined. These materials will be provided to and approved by the County of Santa Clara, USACE, SHPO, and FERC.

3.7 Native American / Interested Parties Consultation Support

FERC has designated Valley Water as their non-federal representative for Native American consultation. Consultant will continue to assist Valley Water with ongoing consultation efforts. Consultant will provide updates to interested parties and seek input on development of the Archaeological Research Design and Treatment Plan (ARDTP) and HPTP. Consultation support may include providing general consultation guidance, communicating directly with interested parties via mail, email, and/or phone, participating in conference calls and in person meetings, reviewing and/or drafting consultation documents, and maintaining a consultation log. Consultant will similarly aid with outreach to parties interested in historic resources (e.g., historical societies).

3.8 SHPO Consultation Support

SHPO consultation support includes coordination with FERC as the federal lead agency. Consultant will participate in conference calls and/or in person meetings, as requested. Consultant will also review previously prepared draft and final consultation documentation, which includes the ADSR Project Programmatic Agreement, on behalf of Valley Water. At a minimum, consultation should occur after evaluation, requesting SHPO concurrence on the adequacy of the APE and identification and eligibility determinations, and for concurrence on the appropriateness of the HPTP.

3.9 Cultural Awareness Construction Training

Consultant will provide cultural awareness training for construction workers. Handouts will also be provided. Consultant will provide the portion of the training that addresses regulatory requirements and will assist with design of the entire training with Native American input. Consultant will also participate in one live, virtual presentation of the training with a question and answer (Q&A), which can be recorded for future use.

3.10 Artifact Management

Prior to the development of this agreement, Valley Water received from the previous cultural resources consultant on ADSR Project artifacts retrieved from the reservoir. The artifacts must be properly archived and/or curated in accordance with agreements that are established with appropriate Tribal representatives through the tribal consultation process. Consultant will collect the artifacts from Valley Water at the Valley Water headquarters, examine the contents, and if needed, sort and bag the artifacts for curation. This task will include the preparation of a digital catalog should none exist from previous Valley Water Consultant, Far Western. Consultant will assist Valley Water in determining next steps for Tribal Consultation to determine how the artifacts should be stored and/or treated for the long term.

Task 3 – Deliverables

1. Draft and Final documents and reports necessary to comply with Section 106 of the National Historic Preservation Act and other cultural resource requirements

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2. Draft and Final Historic Properties Treatment Plan
3. Draft and Final Finding of Effects
4. Draft and Final Archaeological Research Design and Treatment Plan
5. Draft and Final Report of Findings for pedestrian survey of Live Oak Restoration Reach
6. Memorandum of findings of additional cultural resources work needed to fully cover the Area of Potential Effects (Historic and Cultural Resources Audit Report)
7. Draft and Final letter report to SHPO responding to comments on proposed historic architecture mitigation for the Coyote Percolation Dam
8. Draft and Final report to SHPO for mitigation plan and timing for the Coyote Percolation Dam Historic Architecture Mitigation
9. Cultural awareness construction training presentation and materials
10. Documentation of communication performed in the course of Native Americans and Interested Parties consultation, including a consultation log maintained in real-time
11. Preparation of a digital catalog for artifacts, should none currently exist

Task 3 – Assumptions

1. All deliverables will be provided in electronic format (MS Word or Adobe PDF).
2. The records search direct cost will not exceed \$1,000. Survey work will be completed by one archaeologist in a single 10-hour field day. Survey acreage will be up to 10 acres and assumes negative findings for cultural resources. The technical report will require one round of comments from Valley Water, one round of comments from FERC, and no comments from SHPO's office.
3. Previous studies will be tabled to be included in the Programmatic Agreement. No fieldwork or formal write-up required. The scope assumes no comments from any agency or interested party/Tribe.
4. The Findings of Effects (FOE) document will be developed in formal report format. FOE will be completed after any other needed studies (e.g., Task 3.1 surveys or any other needed studies). One round of comments from Valley Water, one round of comments from FERC, and one round of comments from SHPO.
5. Consultant will develop a full HPTP, based on an example HPTP to be provided by FERC. Consultant will attend up to 3 1-hour meetings with Valley Water and FERC for background and guidance (3 meetings total) to be attended by Consultant's Cultural Principal.
6. Consultant supported preparation of the project's draft Programmatic Agreement (PA) under separate contract. The budget in this agreement is to be used for final PA development needs including FERC and SHPO edits. This task includes up to 3 1-hour virtual meetings with Valley Water, FERC, and/or SHPO staff. Advisory Council for Historic Preservation (ACHP) may be engaged with an adverse effect determination; Consultant assumes two 1-hour virtual meetings with the ACHP.
7. Mitigation will be provided in memo format. The scope assumes one round of comments from Valley Water, and one round of comments from FERC.
8. Consultant will provide a consultation package with letter templates. Valley Water will lead consultation as the CEQA agency, and FERC will defer Section 106 consultation to Valley Water. Consultant will attend up to 4 1-hour meetings with interested tribes or parties to be

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attended by Consultant's Principal and senior cultural resources specialist. No onsite meetings will be required.

9. Consultant will prepare the consultation initiation letter on behalf of Valley Water/FERC for SHPO consultation. This task will include up to 4 1-hour virtual meetings with the SHPO's office to be attended by Consultant's Principal and senior cultural resources specialist. Consultant will verify that the APE has been determined and verified with the SHPO's office.
10. Consultant cultural resources specialist will provide one onsite training for construction staff at the start of the construction effort. A sign-in sheet will be provided for the construction team to indicate their training is complete. Consultant will record the training that may be presented for future efforts as new staff join the project. Only one in-person training will be required.
11. Consultant will physically take possession of the collection of artifacts and transport them from Valley Water facilities to Consultant's Oakland office. The task does not require consultation with tribes at this time. Consultant will not be required to conduct any archaeological site visits. Consultant will purchase curation quality containers and bags for the artifacts.
12. Valley Water will directly contract with the Amah Mutsun Tribal Band, Tamien Nation, or other appropriate representative for Native American input for the training.

Task 4 - Supplemental Services (UNCHANGED)

Valley Water may require, and the Consultant shall perform, Supplemental Services on an as-needed basis. Prior to performing such Supplemental Services, the Consultant must obtain written authorization in the form of a Task Order approved by Valley Water's authorized representative. The form of this Task Order will be as per the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, Subsection 13. Task Orders; and, Appendix Three of the Standard Consultant Agreement, Task Order Template.

Specific examples of possible Supplemental Services include, but not limited to:

- 4.1 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 3 as Task 4 Supplemental Services, to include but not be limited to:

- 4.1.1 Additional meetings;
- 4.1.2 Additional time allotted for meetings;
- 4.1.3 Additional status/progress reports;
- 4.1.4 Additional telephone conference calls;
- 4.1.5 Additional pages or copies of technical memorandums, plans, reports, drawings and specifications;
- 4.1.6 Additional public outreach visual materials; and
- 4.1.7 Additional new technical studies or new subject area studies

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4.2 NEPA Compliance and Documentation

Because the Project will require federal permits/approvals from FERC and USACE, it is anticipated that National Environmental Policy Act (NEPA) compliance will be required for the Project with FERC as the NEPA lead agency. Consultant may be requested to assist Valley Water in developing the NEPA compliance documentation (Environmental Assessment or Environmental Impact Statement) for the Project.

Valley Water will work with FERC to determine the level of NEPA support that is necessary for NEPA compliance.

4.3 Additional CEQA Documentation

This task involves additional assistance related to CEQA requirements, as needed. Assistance could include, but is not limited to:

- a. Preparation of subsequent CEQA documents
- b. Additional studies or environmental evaluation to ensure the EIR satisfies CEQA requirements
- c. Consideration and evaluation of additional mitigation measures or alternatives

4.4 Regulatory Compliance Support

It is anticipated that the Project will require consultation and/or permits from the State Office of Historic Preservation; the State Water Resources Control Board (SWRCB); the San Francisco Bay Regional Water Quality Control Board; and the Bay Area Air Quality Management District. The Consultant may provide support to Valley Water during permit negotiations. This support may take the form of strategizing with Valley Water, addressing questions from regulatory staff, preparing handouts and/or displays, attending meetings to answer questions and/or give short presentations.

Other consultation and/or permits with the United States Army Corp of Engineers (USACE); the United States Fish and Wildlife Service (USFWS); the National Marine Fisheries Service (NMFS); the Valley Habitat Agency (VHA); the California Department of Fish and Wildlife (CDFW) will be led by other Consultants (H.T. Harvey & Associates and Stillwater Sciences) retained by Valley Water, in addition to other technical biological data for use in the permit applications.

4.4.1 Consolidated Mitigation Plan

The Consultant may support the development of a Consolidated Mitigation Plan that will identify methods that will mitigate temporary and permanent impacts resulting from Project activities. Mitigation for much of the Project's biological impact to sensitive resources such as waters of the U.S./State, riparian habitats, serpentine communities, and special-status plants and animals will occur via payment of VHP impact fees. However, project-specific mitigation for impacts to selected species is proposed in the Draft EIR.

4.4.2 Additional Cultural Resources Studies

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Consultant may conduct additional cultural resource studies in support of the Project if determined necessary based on the results of the cultural resources audit in Section 3.2, Historic and Cultural Resources Audit and Report, or if the Area of Potential Impacts is expanded at Ogier Ponds or other Project elements.

4.4.3 Support of Monitoring

Consultant may support on-going or new water quality, hydrological, or related monitoring necessary for FERC Order Compliance Project (FOCP) or Project permitting and implementation.

4.5 Design Services Support

4.5.1 FOCP Technical Support

This task includes as-needed Consultant team assistance to Valley Water in responding to ongoing and future FERC orders and information requests. Assistance could include:

- a. Development and implementation of required study plans
- b. Coordinating with regulatory agencies and responding to agency comments
- c. Assistance with responses to FERC information requests
- d. Other similar technical environmental inputs and reviews

4.5.2 ADSR Project Technical Support

Support of ADSR Project elements which could include restoration of project sites, Ogier Ponds, Coyote Percolation Dam site, sediment augmentation or other activities that may be required by permit conditions. Assistance could include:

- a. Development and implementation of required study plans
- b. Coordinating with regulatory agencies and responding to agency comments
- c. Assistance with responses to FERC information requests
- d. Other similar technical environmental inputs and reviews

Task 5 – Additional Cultural Resources Support (NEW)

Consultant will continue to support and advance the Project's compliance with Section 106 of the National Historic Preservation Act, including support for consultation and compliance with State Historic Preservation Officers (SHPO), and other cultural resource related tasks.

5.1 Live Oak Reach Study

Consultant will complete the Live Oak Reach cultural resources study initiated under Task 3.1.

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The effort requires additional field surveys and reporting related to ADSRP staging areas. Consultant will submit a draft report to Valley Water for review, address up to two rounds of Valley Water comments and one SHPO review cycle, and finalize the report. No previously identified resources will be evaluated for NRHP eligibility under this study. A copy of the final report will be filed with the Northwest Information Center (NWIC). The study will be coordinated with concurrent Section 106 compliance tasks to ensure consistency of APE, methods, and findings.

5.2 Live Oak Monitoring

Consultant will provide cultural resources monitoring for the Live Oak Restoration Reach. Services include a preconstruction cultural resources awareness training, on-site archaeological monitoring of initial ground disturbance, temporary re-direction of equipment upon discovery, and daily monitoring logs. Monitoring will be provided Monday through Friday for up to 80, eight-hour days. Monitoring may be reduced or discontinued by Valley Water, in consultation with the Qualified Archaeologist and Consulting Tribes, based on field conditions.

5.3 Native American Consultation

Consultant will support Native American consultation. This task includes preparing letter templates and draft correspondence, disseminating project information, organizing virtual consultation meetings, facilitating or assisting Valley Water during meetings, and maintaining a real-time consultation log. As part of this task, Consultant will prepare concise meeting summaries and track commitments, information requests, and schedule dependencies. Consultant will coordinate consultation materials with Section 106 submittals (e.g., testing plans) to align comment windows and reduce review cycles, and will maintain current contact lists per Valley Water direction.

5.4 SHPO Coordination

Consultant will prepare and submit SHPO quarterly reports for three years (12 total), summarizing cultural resources activities, findings, and upcoming work. Consultant will align content with the Programmatic Agreement (PA), Findings, treatment plans, and monitoring reports; incorporate contractor cultural resources team updates provided to Valley Water; and maintain a correspondence log with transmittal dates and attachments. Where SHPO requests additional information, Consultant will coordinate with Valley Water to provide focused supplements within agreed timelines.

5.5 Construction Team Coordination

Consultant will coordinate with the contractor's selected cultural resources team regarding treatment of resources for ADSRP. Anticipated activities include receiving and integrating contractor monthly cultural summaries into SHPO quarterly reports; providing strategic guidance, document review, and recommendations; and performing field checks at Valley Water's request. Consultant will help standardize reporting formats, escalation pathways for unanticipated discoveries, and turnaround expectations, and will track submittals to align with SHPO reporting cycles.

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5.6 Reservoir Drawdown to Deadpool Annual Site Monitoring

Consultant will conduct annual monitoring, condition assessments, and reporting for eligible sites within the APE per the Site Survey and Monitoring Plan and Finding of No Adverse Effect. Work includes field observations of previously identified resources, completion of condition assessment forms documenting any project-related effects, and preparation of a concise annual report with methods, results, and assessment forms as an appendix. Consultant will coordinate with Valley Water to secure escorted access or alternatives. Reports will be electronic and filed with NWIC, as appropriate.

5.7 Reservoir Drawdown to Deadpool Site Archaeological Investigations

Consultant will evaluate seven cultural resources for NRHP/CRHR eligibility. Tasks include:

- (1) preparing an Extended Phase I (XPI)/Phase II/Data Recovery Plan specifying site-level methods, maximum shovel test probes (STPs) and test units (TU), artifact and specialized study caps, and protocols if data recovery is warranted;
- (2) Consulting Tribe review (30-days) per PA Stipulation I;
- (3) Extended Phase I fieldwork to define deposit extent (artifacts observed in XPI will be reburied in place);
- (4) Phase II fieldwork and laboratory analysis for significance evaluation (up to 10 TUs over 15 days; initial cataloging for up to 775 artifacts; up to 7 radiocarbon samples);
- (5) disposition per consultation and Valley Water direction; and
- (6) an Archaeological Resources Evaluation Report (combined XPI/Phase II as applicable), followed by SHPO concurrence on determinations.

Three mobilizations are assumed (XPI approximately 8 weeks; Phase II approximately 3 weeks; potential data recovery under Task 5.8).

5.8 ADSRP Data Recovery

Assuming up to five resources within the ADSRP boundary require data recovery to mitigate adverse effects, Consultant will prepare a Data Recovery Plan and site-specific data recovery plans that identify unavoidable impacts, research questions (leveraging the Draft Data Recovery and Treatment Plan [Blind et al. 2025]), excavation/analysis methods, and reporting. Following Tribal review (30-days), Consultant will perform data recovery prior to construction, subject to weather, design, and schedule constraints. Scope includes mobilization, excavation, artifact analysis, special studies (budget placeholder), disposition (excludes curation costs), reporting, and SHPO coordination. Up to 21 data recovery units, 2,900 artifacts, and 10 carbon samples are assumed; up to 25 field days are included. Resources identified by Valley Water for avoidance (e.g., capping) are excluded from data recovery.

5.9 ADRSP Staging Area 2 Site Testing/Evaluation

Consultant will test and evaluate a historic-era resource within Staging Area 2 that cannot be avoided. Tasks include an XPI/PII/Data Recovery Plan (assumed up to 12 STPs and one TU;

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up to 40 artifacts from the TU; STP finds recorded and reburied), Extended Phase I fieldwork (single mobilization over three 10-hour field days), Phase II fieldwork and initial laboratory cataloging (one TU over two days), and—if warranted due to schedule constraints—advancing into Data Recovery per the approved plan. The final disposition of historic-period artifacts will be determined by the Qualified Archaeologist with Valley Water. A combined Archaeological Technical Report (XPI/PII, as warranted) will be prepared. SHPO concurrence on determinations is assumed; a new Finding of Effect (FOE) is not anticipated, consistent with the prior No Adverse Effect for this APE location.

5.10 ADRSP Communication Line Testing

Consultant will prepare and implement a Phase I Archaeological Testing Plan to confirm the presence/absence of subsurface deposits within the communication line APE, where avoidance is not possible. Preferred fieldwork is a single trench south of Cochrane Road, contingent on temporary road closure and Valley Water approval; if infeasible, up to 12 STPs will be excavated over three 10-hour days. Phase I will be monitored by at least one Native American representative. Up to 40 artifacts may be collected, labeled, and transported for analysis. If intact precontact deposits or human remains are encountered, the area will be protected and backfilled. A Phase I Technical Report will be prepared, and SHPO concurrence on determinations is anticipated; a new FOE is not anticipated.

5.11 Ethnographic Study

In close coordination with the Amah Mutsun Tribal Band, Consultant will prepare an ethnographic study documenting Tribal history, shared culture, environmental relationships, and social structures relevant to the project area. Methods may include archival research, surveys, interviews, and other Tribe-approved approaches. Consultant will develop a study plan for Tribal review, conduct the research consistent with Tribal protocols (including data stewardship and confidentiality), and synthesize findings to inform treatment, monitoring, interpretive opportunities (if appropriate), and broader Section 106 considerations. Consultant will maintain a secure record of source materials consistent with Tribal direction and will accommodate reasonable edits to ensure cultural accuracy and respect for sensitive information.

5.12 Cultural Resources Project Management

Consultant will provide dedicated cultural resources project management. The Cultural Principal-in-Charge, Cultural Project Manager, and task leads will manage scope, schedule, and budget; coordinate with Valley Water staff, Contractor/Construction Management teams, and SHPO/Consulting Tribes; and maintain integrated trackers for fieldwork, submittals, consultation, and concurrence milestones. The team will prepare agendas/notes, and maintain a document repository aligned with Valley Water's SharePoint. This task supports timely resolution of comments, clear escalation paths for discoveries, and consistent quarterly reporting.

Task 5 – Deliverables

1. Live Oak Reach Study: Draft and Final Report
2. Live Oak Monitoring: Daily Monitoring Logs; Monitoring Report
3. Native American Consultation: Consultation templates, notices, log, and meeting summaries
4. SHPO Coordination: 12 SHPO Quarterly Reports

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5. Annual Site Monitoring (2026–2027): Annual Monitoring Reports
6. XPI/Phase II/Data Recovery Plan: Draft and Final Archaeological Resources Evaluation Report(s)
7. ADSRP Data Recovery: Data Recovery Plan(s), site-specific plans, technical report(s)
8. ADRSP Staging Area 2 Testing/Evaluation: Testing Plan, Draft and Final Technical Report
9. Communication Line Phase I: Testing Plan, field summaries, Draft and Final Phase I Technical Report
10. Ethnographic Study: Draft and Final Report

Task 5 – Assumptions

1. All cultural deliverables are electronic (PDF/Word) and treated as confidential; public release versions are not required.
2. Archaeological monitoring mobilization requires 72-hour notice; a 4-hour minimum applies per monitoring day; cancellations with <24-hour notice incur a 4-hour charge.
3. Archaeological monitoring excludes analysis and documentation of any newly discovered resources. Valley Water will directly contract Tribal monitoring.
4. Up to 316 staff hours are allocated over three years for Native American consultation support.
5. Up to 120 staff hours are included for SHPO coordination and miscellaneous reporting to address questions or items arising during the period.
6. Up to 432 staff hours are allocated over three years for Construction Team Coordination, with higher support early in construction to establish a working cadence and tapering as processes stabilize (subject to change based on discoveries).
7. Consultant addresses up to two Valley Water and one SHPO review cycles where specified; otherwise, one consolidated Valley Water review is assumed.
8. Annual site monitoring presumes minimal condition changes, no adverse effects, no new sites, and successful relocation of all sites; additional survey is not included.
9. Up to 153 STPs, 10 TUs, 775 artifacts, and 7 radiocarbon samples; ≤1 intact feature per resource; no human remains anticipated for Task 5.7 Reservoir Drawdown to Deadpool Site Archaeological Investigation.
10. Artifact disposition: Precontact materials repatriated per Tribal direction; historic materials disposition per Valley Water and Qualified Archaeologist; curation facility fees are excluded.
11. Notifications to USA North 811 will be made prior to excavations where appropriate.
12. Additional field time, features, artifacts, specialized analyses, human remains, or access constraints requiring escorts/permits will require scope/cost amendment.

Task 6 – CEQA MMRP Implementation Support (NEW)

Consultant will support the Project's implementation of the CEQA MMRP. Implementation of the MMRP consists of developing a management and tracking tool, preparing CEQA-required

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plans, and providing guidance and support in reviewing CEQA-required plans prepared by other subconsultants or contractors.

6.1 MMRP Management and Tracking

Consultant will configure and maintain a centralized MMRP tracking tool (database or detailed spreadsheet) in Valley Water's SharePoint to capture each mitigation measure, schedule/phase triggers, responsible parties, verification steps, and links to supporting documentation. The tool will be updated regularly (e.g., bi-weekly or as otherwise directed) and integrated with the master project schedule so pre-construction, construction, and post-construction requirements are visible and trackable. Measures implemented directly by Consultant under Tasks 6.2 and 6.3 will be updated automatically; for others, Valley Water will provide documentation (or copy Consultant) to enable consistent updates. Consultant will produce periodic status snapshots highlighting upcoming obligations, dependencies, and at-risk items, and will coordinate with Valley Water environmental staff to address gaps.

6.2 CEQA-Required Plan Development

In coordination with Valley Water, Consultant will develop or assist with environmental compliance plans required by the Final EIR/MMRP. Work includes scoping, development of plan frameworks/templates, incorporation of mitigation requirements and performance standards, and coordination with relevant technical specialists and agency guidance. Anticipated plans include, but are not limited to: GHG mass emissions estimation and Year-1 setup for offsets/GHGRP tracking (MM GHG-1); updates to Seismic Retrofit plans (Cultural, Paleontological, Historic Properties, Response and Evacuation Strategy); revisions to the in-reservoir Water Quality Monitoring and Protection Plan; and plans supporting Coyote Percolation Dam Phase 2 and Ogier Ponds measures. Drafts will be submitted for consolidated Valley Water review, then finalized for implementation and integration with contractor approach and project schedules.

6.3 CEQA-Required Plan Review and Guidance

Consultant will provide oversight during construction to verify that plans prepared by Valley Water, the Contractor, or other Consultants meet mitigation and regulatory requirements. Activities include written review comments, limited field verifications at agreed intervals, and coordination with Valley Water to resolve implementation issues. Reviewed materials may include re-vegetation and visual screening plans (AES-1/AES-2), construction lighting specs (AES-3), blasting dust documentation (AQ-2), paleontology monitoring reports (GEO-2/-3), Excavated Materials Management Plan (HAZ-6), contaminated soil testing reports (HAZ-7), engine electrification/renewable fuels documentation (GHG-1), noise reduction implementation and results (NOI-1/-2), Blasting Plan and vibration/overpressure monitoring (NOI-5), Traffic Management Plan (PS-1), and Response and Evacuation Strategy updates (WF-1).

6.4 Permit-Required Plan Support

Consultant will support development, review, and refinement of plans required by federal, State, and local permits (e.g., 401 Certification, 404 permit, LSAA, BAAQMD permits), avoiding duplication with CEQA commitments and aligning with contractor submittals and reporting schedules. Anticipated documents may include: Decommissioning Plan (WQC Condition 1); Water Quality Monitoring and Protection (Condition 2); Post-Construction Stormwater

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Management (Condition 3); Ogier Ponds and Coyote Percolation Pond Phase 2 Construction Plans (Condition 5); Construction Progress Reporting (Condition 6); SWPPP; and BAAQMD applications including an Asbestos Dust Mitigation Plan. The Consultant will coordinate with Valley Water, contractors, and agencies to satisfy permit conditions and integrate BMPs.

Task 6 – Deliverables

1. MMRP tracking tool, update logs, and status snapshots
2. Draft/Final CEQA compliance plans
3. Review comment matrices/markups for third-party plans
4. Permit-required plan submittals/templates, review comments, and coordination logs

Task 6 – Assumptions

1. Where Consultant is not directly implementing a mitigation, Valley Water will provide timely documentation (or copy Consultant) to enable tracker updates.
2. Approximately 12 hours/month over three years are allocated for MMRP database management; effort may be front-loaded in Year 1. Coordination meetings are covered under Task 1.
3. Up to 1,216 staff hours are available for plan development under Task 6.2; exact plan count will be confirmed with Valley Water and may evolve with design.
4. Up to 400 staff hours are available for plan reviews/guidance under Task 6.3; field verifications are limited and scheduled in advance.
5. Permit-required plan support under Task 6.4 includes development, review, and coordination; agency fees, public noticing, and printing are excluded.

8. Attachments

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

Revised Attachment One - Fees and Payments
Revised Attachment Two - Schedule of Completion
Revised Attachment Three - Consultant's Key Staff and Subconsultants
Revised Attachment Four - Reference Material

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Total Authorized Funding (REVISED)

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$5,135,000** (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 Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown (REVISED)

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.

COST BREAKDOWN

Task	Description	Original Not-to-Exceed Fees	Fund Re-Allocation 6/4/2025	Fund Re-Allocation 8/22/2025	Amendment No.1	Revised NTE Fees Total
1	Project Management	\$232,088		(\$28,036.25)	\$119,824	\$323,875.75
2	Environmental Documentation	\$947,665	(\$265,019.47)		-	\$682,645.53
3	Cultural Resources and Tribal Support	\$154,357			-	\$154,357
4	Supplemental Services	\$200,890	\$265,019.47	\$28,036.25	\$349,266	\$843,211.72
5	Cultural Resources Support	-			\$2,630,163	\$2,630,163
6	CEQA MMRP Implementation Support	-			\$500,747	\$500,747
Total Not-to-Exceed Fees		\$1,535,000			\$3,600,000	\$5,135,000

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Terms and Conditions (UNCHANGED)

- A. Payments for services performed, as defined in this Schedule, which applies to the specific Services, will be based on the following terms:
- 1) 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.
 - 2) 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 3%, 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.

B. 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 (VWPM) will be billed on a monthly basis at actual cost plus 5% linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide detailed 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 (VWPM). 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 approval has been obtained from Valley Water Project Manager (VWPM). 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

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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 (VWPM) for a different type of vehicle.

- 4) Expenses incurred by the Consultant, including for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost. The 5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.
- 5) For staff with rates exceeding the rate of \$[RATE LIMIT]/hr, the Consultant must obtain written approval from the Valley Water Project Manager (VWPM) as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]

C. Prevailing Wage Requirements [NOT USED]

- 1) The Scope of Services described in a Task INSERT APPLICABLE TASK NUMBER HERE may be considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.
- 2) 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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**SCHEDULE EP
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE (REVISED)

CLASSIFICATION/STAFF	ORIGINAL HOURLY/ UNIT RATE EFFECTIVE 4/23/24	HOURLY/ UNIT RATE EFFECTIVE 5/1/25
Consultant: Rincon Consultants, Inc.		
Senior Principal – J. Haddow	\$375.00	\$ 386.25
Senior Principal - TBD	\$375.00	\$ 386.25
Principal – J. Jacobus	\$280.00	\$ 288.40
Principal – C. Boggs	\$259.00	\$ 266.77
Principal – C. Duran	\$244.00	\$ 251.32
Principal – M. Maddox	\$259.00	\$ 266.77
Principal – K. Avila	\$325.00	\$ 334.75
Principal - TBD	\$304.00	\$ 313.12
Principal – A. Hunt	\$244.00	\$ 251.32
Director – J. Carman	\$263.00	\$ 270.89
Director – K. Bennett	\$240.00	\$ 247.20
Principal – R. Thatcher	\$241.00	\$ 248.23
Director - S. Treffers	\$223.00	\$ 229.69
Director - TBD	\$307.00	\$ 316.21
Senior Supervisor II – N. West	\$223.02	\$ 229.71
Senior Supervisor II – T. Sparacio	\$242.00	\$ 249.26
Senior Supervisor II - TBD	\$246.00	\$ 253.38
Supervisor I – A. Atherton	\$198.00	\$ 203.94
Supervisor I – H. Blind	\$186.00	\$ 191.58
Supervisor I – R. Perzel	\$196.00	\$ 201.88
Supervisor I – L. Mena	\$190.00	\$ 195.70
Supervisor I – A. Mescher	\$201.00	\$ 207.03
Supervisor I – A. Ennis	\$202.00	\$ 208.06
Supervisor I – Jane Clough	\$263.00	\$ 270.89
Supervisor I - TBD	\$203.00	\$ 209.09
Senior Professional II – H. Dubois	\$187.00	\$ 192.61
Senior Professional II - TBD	\$186.00	\$ 191.58
Senior Professional I – A. Mahoney	\$157.00	\$ 161.71
Senior Professional I – T. Sanford	\$164.00	\$ 168.92
Senior Professional I – E. Marino	\$157.00	\$ 161.71
Senior Professional I - TBD	\$175.00	\$ 180.25
Professional IV – A. Roth	\$140.00	\$ 144.20
Professional IV - TBD	\$146.00	\$ 150.38

**SCHEDULE EP
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

CLASSIFICATION/STAFF	ORIGINAL HOURLY/ UNIT RATE EFFECTIVE 4/23/24	HOURLY/ UNIT RATE EFFECTIVE 5/1/25
Professional III – N. Carter	\$122.00	\$ 125.66
Professional III – K. Limbach	\$119.00	\$ 122.57
Professional III - TBD	\$129.00	\$ 132.87
Professional II – H. Bireschi	\$109.00	\$ 112.27
Professional II - TBD	\$118.00	\$ 121.54
Professional I - TBD	\$100.00	\$ 103.00
Associate III - TBD	\$81.00	\$ 83.43
Field Technician - TBD	\$97.00	\$ 99.91
Data Solutions Architect - TBD	\$177.00	\$ 182.31
Senior GIS Specialist - TBD	\$165.00	\$ 169.95
GIS/CADD Specialist II - TBD	\$128.00	\$ 131.84
GIS/CADD Specialist I – I. Radis	\$109.00	\$ 112.27
Technical Editor – D. Campos	\$92.00	\$ 94.76
Project Accountant - TBD	\$130.00	\$ 133.90
Publishing Specialist - TBD	\$120.00	\$ 123.60
Clerical - TBD	\$113.00	\$ 116.39
Subconsultant(s): Ramboll		
Principal-in-charge	\$306.00	\$ 315.18
Principal (noise)	\$301.00	\$ 310.03
Senior Managing Consultant	\$230.00	\$ 236.90
Senior Consultant 2	\$168.00	\$ 173.04
Senior Consultant 2	\$173.00	\$ 178.19
Senior Consultant 1	\$122.00	\$ 125.66
Consultant 3	\$127.00	\$ 130.81
Consultant 3	\$127.00	\$ 130.81
Consultant 3	\$118.00	\$ 121.54
Subconsultant(s): Flow West, LLC.		
Principal Engineering Geomorphologist	\$319.07	\$ 328.64
Project Manager & Principal Engineer	\$301.52	\$ 310.57
Project Manager & Principal Geomorphologist	\$301.52	\$ 310.57
Principal Engineer / Scientist / Planner	\$258.45	\$ 266.20
Senior Engineer	\$229.73	\$ 236.62
Senior Fisheries Biologist	\$229.73	\$ 236.62
Senior Environmental Planner	\$229.73	\$ 236.62
Project Engineer	\$210.59	\$ 216.91
Staff Planner	\$178.68	\$ 184.04

**SCHEDULE EP
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

CLASSIFICATION/STAFF	ORIGINAL HOURLY/ UNIT RATE EFFECTIVE 4/23/24	HOURLY/ UNIT RATE EFFECTIVE 5/1/25
Staff Engineer	\$178.68	\$ 184.04
Junior Engineer	\$159.54	\$ 164.33
Staff Scientist	\$194.48	\$ 200.31
Staff GIS Analyst	\$178.68	\$ 184.04
Junior CAD Technician	\$143.58	\$ 147.89
Project Accountant	\$95.72	\$ 98.59

Note: Consultant Staff Classifications with the same title but different rates reference either the current assigned staff or TBD.

REIMBURSABLE EXPENSE	PROPOSED RATE (PER DAY)
Light-Duty & Passenger Vehicles	\$90
4WD & Off-Road Vehicles	\$150
Hand Auger Sampler	\$62
Sound Level Metering Field Package*	\$113
Multiparameter Sonde (w/ GPS)	\$170
Water Quality Equipment (DO, pH, Turbidity, etc.)	\$62
GPS (submeter accuracy)	\$67
Standard Field Package†	\$114
REMOTE FIELD PACKAGE‡	\$144

* Includes anemometer, tripod, and digital camera.

† Digital camera, GPS, thermometer, binoculars, tablet, safety gear, and botanical collecting equipment.

‡ Standard package plus MiFi, Delorme satellite beacon, and 24-hour safety phone.

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**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 Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires December 31, 2028, after the Effective Date, unless, prior to its expiration, its term is modified by a written amendment hereto, and 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 Management	Duration of Agreement
2	Environmental Documentation	Completed
3	Cultural Resources and Tribal Support	Duration of Agreement
4	Supplemental Services	Duration of Agreement
5	Cultural Resources Support	Duration of Agreement
6	CEQA MMRP Implementation Support	Duration of Agreement

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**SCHEDULE EP
REVISED ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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

Team Member	Classification	Project Role	Contact Information
Jennifer Jacobus	Principal	Principal-in-Charge	250 1st Street #1400 Los Angeles, CA 90012 213-377-5647 jjacobus@rinconconsultants.com
Alex Hunt	Principal	Project Manager	80 Garden Road, Suite 240 Monterey, CA 93940 831-915-7475 ahunt@rinconconsultants.com
Josh Carman	Director	Director, AQ/GHG/Noise/ Energy	449 15th Street, Suite 303 Oakland, CA 94612 510-356-2811 jcarman@rinconconsultants.com
Kelsey Bennett	Director	Director, CEQA Generalist/AQ/GHG/ Energy	449 15th Street, Suite 303 Oakland, CA 94612 510-356-2497 kbennett@rinconconsultants.com
Colby Boggs	Principal	Natural Resources Principal	1530 Monterey Street, Suite D San Luis Obispo, CA 93401 805-704-4955 cboggs@rinconconsultants.com
Chris Durran	Principal	Cultural Resources Principal	180 North Ashwood Avenue Ventura, CA 93003 805-947-4838 cduran@rinconconsultants.com

2. The following Subconsultants and Subcontractors are authorized to perform Services pursuant to this Agreement:

Firm	Project Role	Contact Information
Ramboll	AQ/GHG/Noise support	Michael Keinath, PE 2200 Powell Street, Suite 700 Emeryville, CA 94608 415-796-1934 mkeinath@ramboll.com
Flow West	Design support	Anthony Falzone PO Box 29392 Oakland, CA 94604 510-454-9378 ext.106 afalzone@flowwest.com

**SCHEDULE EP
REVISED ATTACHMENT FOUR
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA) (FC 1650)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf
3	Anderson Dam Seismic Retrofit Project Draft Environmental Impact Report. https://fta.valleywater.org/dl/c40F1Is00W
4	Anderson Dam Seismic Retrofit Project Final Environmental Impact Report. https://www.valleywater.org/public-review-documents
5	State Water Resources Control Board Water Quality Certification https://www.waterboards.ca.gov/waterrights/water_issues/programs/water_quality_cert/docs/2025/adsrp-final-wqc.pdf

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