

**AMENDMENT NO. 1 TO AGREEMENT A4932A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND STILLWATER SCIENCES**

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 A4932A (Agreement) dated November 9, 2023, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District) and STILLWATER SCIENCES, (Consultant), collectively, the Parties.

RECITALS

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

WHEREAS, Valley Water is proceeding with the development of the Phase 2 Coyote Percolation Dam Conservation Measure, and continuing the Federal Energy Regulatory Commission (FERC) Order Compliance Project (FOCP) monitoring efforts associated with Anderson Dam; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to provide sufficient time for Consultant to perform additional regulatory permitting services and monitoring activities 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; modify the Agreement retention language; incorporate administrative changes and incorporate terms required by the Water Infrastructure Finance and Innovation Act (WIFIA) loan agreement between the U.S. Environmental Protection Agency (EPA) and Valley Water for ADSRP.

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 Four, Fees and Payments, Subsection 4. Retention, is amended to state as follows:

"4. Retention

- A. Unless otherwise specified in the Schedule(s), Attachment One, Fees and Payments, when the total compensation payable pursuant to this Agreement exceeds \$20,000, ten percent of each invoice will be withheld by Valley Water and not paid to Consultant until 30 calendar days after the assigned Valley Water representative signs the final approval for all Services/deliverables as stated in the applicable Schedule, Attachment Two, Schedule of Completion, and Section Three, Duties of Valley Water, subsection 2. Review of Deliverables.
- B. Provided that at any time after 50% of the work has been completed, Valley Water may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50% of the work will continue to be withheld until final Agreement close out.
- C. Consultant may request, and Valley Water may consider and approve, release of retention withheld by Valley Water."

**AMENDMENT NO. 1 TO AGREEMENT A4932A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND STILLWATER SCIENCES**

2. Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 22. Appendices, is amended to state as follows:

“22. Appendices

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

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

3. 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”

4. Standard Consultant Agreement, Appendix One, Additional Legal Terms, is amended as stated in the Revised Standard Consultant Agreement, Revised Appendix One, Additional Legal Terms, attached hereto and incorporated herein by this reference.
5. Standard Consultant Agreement, Appendix Four, Insurance Requirements, is amended as stated in the 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.
7. 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.
8. 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.
9. 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.

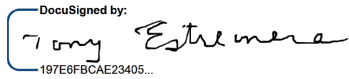
**AMENDMENT NO. 1 TO AGREEMENT A4932A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND STILLWATER SCIENCES**

10. 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.

11. All other terms and conditions of the Agreement A4932A, 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 A4932A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: 
197E6FBCAE23405...

Tony Estremera
Chair, Board of Directors

Date: June 24, 2025

STILLWATER SCIENCES
Consultant

Signed by: 
D9BE393E46DE466...
By: _____
Sapna Khandwala
President/CEO

Date: 6/3/2025

Firm's Address:
2855 Telegraph Ave., Suite 400
Berkeley, CA 94705

ATTEST:


01E702222C407D...

Maximillion Overland, CMC
Acting Clerk, Board of Directors

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
ADDITIONAL LEGAL TERMS**

1. Conflict of Interest for Future Services (UNCHANGED)

Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant, or any of its Subconsultants, shall not submit a proposal independently or as part of a team:

- A. For any agreement to be awarded for program management, design, construction management, or the construction of any project that is related to the Services provided pursuant to this Agreement;
- B. In response to any request for proposal or Valley Water solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or
- C. For any single or sole source products/services related to the Services pursuant to this Agreement or have a financial stake in any single or sole source products/services resulting from this Agreement.

2. Dispute Resolution (UNCHANGED)

If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in the Standard Consultant Agreement, Appendix Two, Dispute Resolution.

3. Small Business Enterprise (SBE) Outreach Program Participation – NOT USED

4. Task Order Approvals (UNCHANGED)

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by Valley Water.
- B. Task Orders are subject to approval by Valley Water Deputy Operating Officer unless delegated to an Assistant Operating Officer and/or Unit Manager.
- C. Valley Water Assistant Operating Officer is authorized to approve individual Task Orders in an amount not-to-exceed \$50,000. [NOT USED]
- D. Valley Water Unit Manager is authorized to approve individual Task Orders in an amount not-to-exceed \$[authorization amount]. [NOT USED]
- E. The total not-to-exceed amount for any one Task Order shall not exceed \$[NTE Amount]. [NOT USED]

5. Federally Required Clauses (NEW)

Valley Water entered into a Water Infrastructure Finance and Innovation Act (WIFIA) loan agreement with the U.S. Environmental Protection Agency (EPA) for the Project. The WIFIA established a federal credit program (WIFIA program) authorizing EPA to provide direct loans and loan guarantees to eligible borrowers for water infrastructure projects. All

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
ADDITIONAL LEGAL TERMS**

contracts issued for a project receiving a WIFIA loan are subject to federal requirements review as part of the WIFIA program's compliance monitoring responsibilities. Because the WIFIA loan proceeds may be used to pay for the Services rendered pursuant to this Agreement, Consultant is required to adhere to certain federal contract provisions, which are attached hereto as Exhibit A, Federal Requirements, to Revised Appendix One, Additional Legal Terms, and incorporated into this Agreement by this reference. Consultant agrees to adhere to such applicable Federal Contract Provisions.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**REVISED STANDARD CONSULTANT AGREEMENT
EXHIBIT A
FEDERAL REQUIREMENTS**

WIFIA FEDERAL COMPLIANCE REQUIREMENTS

Projects receiving credit assistance must comply with all federal laws and regulations, including environmental compliance and other compliance requirements. WIFIA borrowers have the prime responsibility for ensuring their staff and contractors comply with all Federal Requirements for a project. Consultant agrees to comply with the following Federal Requirements.

1. DEBARMENT AND SUSPENSION

Consultant certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project. Suspension and debarment information can be assessed at <http://www.sam.gov>. Consultant represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

2. FEDERAL LOBBYING RESTRICTIONS (31 U.S.C. 1352)

Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Consultant shall complete and submit the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Consultant shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

3. CIVIL RIGHTS OBLIGATIONS

Consultant shall comply with the following federal non-discrimination requirements:

- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C. 20000, *et. seq*)
- b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
- c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C. 6101 *et. seq*)

**REVISED STANDARD CONSULTANT AGREEMENT
EXHIBIT A
FEDERAL REQUIREMENTS**

- d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- e. 40 CFR Part 7, as it relates to the foregoing.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED STANDARD CONSULTANT AGREEMENT
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 Revised 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 Revised 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 Revised Appendix Four Insurance Requirements document.

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.

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.

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
San Jose, CA 95118
Agreement A4932A / PB No. VW0352**

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

IMPORTANT: The agreement or PB 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 Revised 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 Revised 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
2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A4932A / PB No. VW0352**

IMPORTANT: The agreement or PB number must be included.

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

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

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:

\$2,000,000 per claim/ **\$2,000,000** 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 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:

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

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.
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

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 1 TO AGREEMENT A4932A
 REVISED STANDARD CONSULTANT AGREEMENT
 REVISED APPENDIX FOUR
 INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Auto Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	
Professional Liability:	A.	Limits (\$2,000,000)	
	B.	Cancellation Endorsement	

ConsultantGL1AL1PL2_ver. 1.26.24/ver. 6.3.25

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

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
Cell: (626) 679-2753
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.

Katherine Ayres
Senior Director Stillwater Sciences
279 Cousteau Place #400
Davis, CA 95618

Phone: (206) 817-7112
Email: KAyres@stillwatersci.com

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

- 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.

Ethan Bell
Vice President; Senior Fisheries Biologist
Stillwater Sciences
895 Napa Ave, Suite B-3
Morro Bay, CA 93442

Phone: (805) 570-7499 ext. 501
Email: ethan@stillwatersci.com

2. Scope of Services (UNCHANGED)

- A. This Schedule EP, Scope of Services describes the professional regulatory permitting services to be performed by Consultant for Valley Water's Anderson Dam Seismic Retrofit Project (ADSRP or Project). Upon successful completion of the ADSRP regulatory permitting 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 (UNCHANGED)

- A. The objectives of the Project, consistent with Federal Energy Regulatory Commission (FERC) and 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 (MCE) 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.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

4. Project Background (UNCHANGED)

- A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. 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 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit www.valleywater.org.

- B. 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 a greater water storage capacity than the other nine reservoirs combined. It is thus a critical facility to Valley Water and to the communities it serves. The dam was completed in 1950 as a zoned, rockfill embankment. It has a maximum height of approximately 240 feet and impounds up to 90,373 acre-feet (AF) of water at its maximum reservoir operating elevation.

- C. Anderson Dam and Reservoir is subject to dam safety regulation by the 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.

- D. The purpose of the ADSRP 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 ADSRP will require an extensive environmental compliance process, including evaluation under California Environmental Quality Act (CEQA) and regulatory permits.

- E. As part of the ADSRP, the project consists of conservation measure components including the Ogier Ponds Conservation Measure, Maintenance Activities, at the Live Oak Restoration Reach, Phase 2 Coyote Percolation Dam Conservation Measure, and the Sediment Augmentation Project. One of the conservation measures is the Phase 2 Coyote Percolation Dam Conservation Measure. The first phase of the improvements at Coyote Percolation Dam was completed under FOCP, known as the Phase 1 Coyote Percolation Dam Replacement Project. The Phase 1 Coyote Percolation Dam Replacement Project consisted of replacing the existing flashboard dam with a

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

motorized bladder dam. The second phase, is known as the Phase 2 Coyote Percolation Dam Conservation Measure. The Phase 2 Coyote Percolation Dam Conservation Measure includes constructing a fish lane designed to provide passage over the newly installed bladder dam. This will require support from the Consultant to develop the Phase 2 Coyote Percolation Dam Conservation Measure features such as the radial gates and channel tie-in.

- F. On October 21, 2024, FERC issued the Notice of Intent to prepare an Environmental Impact Statement and the environmental review schedule for ADSRP. The environmental schedule resulted in adjusting Valley Water’s anticipated start date for ADSRP construction from April 2026 to January 2027. Additionally, the project team encountered unforeseen site conditions that resulted in additional regulatory reviews that had extended the FOCP. ADSRP will require additional regulatory services to ensure Valley Water remains in compliance with the regulatory requirements and continues to meet the necessary steps to start of ADSRP in January 2027.

5. Project Delivery Approach (REVISED)

Valley Water plans to deliver the ADSRP by utilizing the retained independent, separate consulting firms as described below:

- 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 Project. The Planning Consultant is responsible for defining deficiencies in existing facilities; defining criteria that provide a basis for engineering solutions to address the deficiencies; development of conceptual engineering solutions that address the deficiencies; and evaluation of the concepts and recommendation of a Project to the District for authorization by the District’s Board of Directors (Board).

HDR Engineering, Inc.’s consultant agreement with the District was amended to reduce its scope, which has now been completed, consistent with HDR’s completed Project role. The District’s Consultant Agreement with HDR expired on April 30, 2021.

- C. 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.
- D. Environmental Consultant (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

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

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.

- E. A second Environmental Consultant (EC or Environmental Team) 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. EC will also provide draft EIR materials related to air quality, greenhouse gas, and noise impact analyses. The District's Consultant Agreement with Rincon expires on December 31, 2025. A separate Agreement was executed with Rincon Consultants, Inc. (Rincon) effective April 23, 2024, to provide environmental planning and permitting services to produce the Final EIR, complete the CEQA process, support possible environmental documentation required under the National Environmental Policy Act, and perform environmental planning tasks that may arise for other Project environmental approvals.
- 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.
- G. An additional Environmental Consultant (EC or Environmental Team), Stillwater Sciences (Stillwater) has been retained to provide 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, as needed.
- H. Another Environmental Consultant (EC or Environmental Team), H.T. Harvey and Associates (HT) has been retained to provide 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.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

6. Assumptions and Requirements (UNCHANGED)

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 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 notes 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

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

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 Controls 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 (UNCHANGED)

None

7. Scope of Services Tasks (REVISED)

Task 1 - Project Management

- 1.1 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, meetings, and deliverables by the Consultant meet Valley Water and Project requirements.

This task includes additional meetings through December 31, 2026, including but not limited to Valley Water internal meetings, inter-agency meetings, coordination and communication tasks with appropriate regulatory or other agencies, as necessary, coordination calls and email correspondence with regulatory or other agencies, participation in Technical Work Group (TWG) meetings (including support in developing agendas, preparing presentation materials, advising Valley Water staff, discussing strategy, working on approach with the TWG facilitator, and reviewing meeting notes), and attendance at Executive TWG meetings (including strategic planning with Valley Water for agenda, approach, and materials for those meetings), kick-off meetings for

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

project components, and any other required meetings to coordinate the additional scope of work in this amendment.

- 1.2** This includes general project management activities and associated meetings including but not limited to Valley Water internal meetings, inter-agency meetings, coordination and communication tasks with appropriate regulatory or other agencies, as necessary, coordination calls and email correspondence with regulatory or other agencies, participation in Technical Work Group (TWG) meetings (including support in developing agendas, preparing presentation materials, advising Valley Water staff, discussing strategy, working on approach with the TWG facilitator, and reviewing meeting notes), and attendance at Executive TWG meetings (including strategic planning with Valley Water for agenda, approach, and materials for those meetings).

Task 1 - Deliverables

1. Monthly Status Reports
2. Attendance at Valley Water internal and agency meetings as directed by Valley Water
3. Meeting Agendas, Minutes, including review of comments, and Presentations
4. Email and phone calls with Valley Water staff and/or agency staff as directed by Valley Water
5. Agenda review and meeting notes, follow-up correspondence, and action items as directed by Valley Water
6. Monthly invoices and progress summaries
7. Project Schedule and Action Item tracking with project leads

Task 1 - Assumptions

1. Six in-person meetings at Valley Water headquarters and any additional ones are assumed to be virtual.
2. Ten hours per month of participation by the Principal-in-Charge in meetings (includes attendance, prep and follow-up) in the first year, and 2.5 hours in Years 2, 3, 4, and 5.
3. Five hours per month for other project management staff attendance at meetings (including prep and follow-up) in the first year, and 1.25 hours in Years 2, 3, 4, and 5.

Task 2 – Planning and Permitting Support

- 2.1** Consultant will provide technical support for fisheries resources to Valley Water during planning, permitting, and compliance processes, including impact assessment, developing project designs and plans, and preparing additional documents required for permit applications.

Task 2 – Deliverables

1. Biological Evaluation (BE) responses to comments related to aquatic resources (in the form of a comment response table)
2. Environmental Impact Report (EIR) Fisheries Resources responses to comments (in the form of a comment response table)
3. Final National Marine Fisheries Service (NMFS) Biological Evaluation
4. Final ADSRP EIR Fisheries Resources Impact Analysis

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

5. Final ADSRP EIR Fisheries Technical Appendix
6. Other permitting deliverables at Valley Water's discretion
7. Supplemental information for NMFS Biological Opinion (BO) as needed
8. Supplemental CEQA document(s) as needed – Fisheries Resources Impact Analysis, Alternatives, and Cumulative Impacts sections
9. Other permit plans at Valley Water's discretion within time and materials limitations including as-needed support for incorporation of restoration design information from the Live Oak Restoration Reach Project, Phase 2 Coyote Percolation Dam Conservation Measure, and the Ogier Ponds Restoration Design into permitting and planning documents.
10. Review fisheries-related sections of FERC's National Environmental Policy Act (NEPA) document
11. Review fisheries-related sections of EPA's NEPA document

Task 2 – Assumptions

1. Permitting and planning labor requested beyond the budget labor would require a budget amendment, particularly if the number of comments and technical complexity far exceeds the expectations (e.g., require in-depth quantitative analysis/modeling) of this scope and budget or the Proposed Action in the BE and/or the Project Description in the EIR are modified in a way that substantially changes the level of effects/impacts to fisheries resources.
2. Administrative record of references will include electronic references. For references that have a cost, the budget for these will be included in this task as expenses.
3. Consultant will develop documents, provide document reviews and revisions, and supplemental information up to the budgeted amount. Permitting and planning labor requested beyond the budgeted not-to-exceed amount will require a budget amendment.
4. Administrative record of references will include electronic references. For references that have a cost, the budget for these will be included in this task as expenses.

Task 3 – Ogier Ponds Restoration Project Technical Support

- 3.1 Hydrology and Land Cover Study (Model Prep)** - Consultant will use known flow release values from Anderson Dam Fish and Aquatic Habitat Collaborative Effort (FAHCE-plus modified rule curves) combined with data from the Madrone gage, information from groundwater and surface water reports, defined Habitat and Geomorphic Flows from the BE, and fish passage exceedance flows developed by Valley Water to establish modified return interval flood flow, modified habitat and geomorphic flows, and modified fish passage flows for the Ogier Pond Reach of Coyote Creek. Consultant will develop a Manning's roughness map (land cover mapping) Modeling Alternative 5, Alternative 6, and existing conditions.

Task 3.1 - Deliverables

1. Hydrology Table
2. Land Cover (roughness) Figures for existing and proposed conditions (two alternatives)
3. Draft technical memorandum of the Ogier Ponds Restoration Project Hydrology and Land Cover Study which would include roughness factor(to become final technical memorandum in subtask 3d) (approximately 6 pages)

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

Task 3.1 – Assumptions

1. Flow variation due to groundwater interactions is characterized at a level of detail sufficient to include in hydraulic modeling simulations. Flow variation due to groundwater can be averaged along ¼ mile segments of the project area for a total of 6 sub reaches with unique groundwater interactions.
2. Lateral variations in groundwater will not be factored into the 2-Dimensional (2-D) model.
3. 2020 Santa Clara County Light Detection and Ranging (LiDAR) will be used for model terrain development & design surfaces.
4. The roughness map can be done with available landcover data, imagery, and LiDAR via desktop delineation methods.
5. The Draft technical memo may undergo two review cycles, incorporating two rounds of review in which Valley Water staff and/or the legal team provides consolidated, non-conflicting comments and Stillwater responds to comments.
6. The Draft technical memo will use general scientific reporting styles (e.g., Introduction/Background, Methods, Results, Discussion or Conclusion and Recommendations) and will undergo technical, editorial, and formatting review prior to final review. Technical reviews will be conducted by the appropriate discipline leads who will perform cross-checks to ensure statements made are supported by included figures, tables, and citations. Editorial and formatting reviews will be conducted for clarity, grammar, citations, and will ensure any public-facing documents are compliant with the Rehabilitation Act, Section 508. All deliverables are subject to approval by Valley Water prior to release to the public or technical working groups to ensure reports meet project requirements and review steps have been completed.

Task 3.2 - Preliminary Design Analysis

- 3.2.1 **Ponds 1 and 2 Overtopping structure(s)** - Consultant will develop design criteria for the overtopping structure at the upstream extent of Pond 2 or Pond 1, coincident with the upstream extent of the new channel realignment for both alternatives. Consultant will work with Valley Water to establish the maximum flow capacity in the proposed channel for both alternatives such that flooding does not occur in adjacent developments and dwellings. Consultant will use Manning's equation, appropriate weir equations, and conservation of mass (continuity) equations to develop a range of crest elevation and width criteria for the overtopping structure such that high flows are routed through Ogier ponds to keep flows below the maximum flow capacity threshold in the proposed channel (approximately 2,000 (cubic feet per second) (CFS). From the design criteria range developed in this task, Consultant will select up to two geometries (iterations) for each overtopping structure (Pond 1 and Pond 2) to include in model simulation runs for the proposed conditions.
- 3.2.2 **Pond 4 Outlet Structure** - Consultant will develop design criteria for an outlet structure at the downstream extent of Pond 4 such that flood flows routed through Ogier ponds are returned to Coyote Creek at the downstream end of Pond 4. Consultant will develop

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

design criteria for the outlet structure assuming that it is comprised of screened culverts and an emergency overtopping weir component. Consultant will select three geometries (iterations) for the outlet structure to include in model simulation runs for proposed conditions. Consultant will also describe appropriate fish screening measures for the outlet structure.

Task 3.2 – Deliverables

1. 4-page section added to draft technical memo (to become final technical memo), with the following items:
 - a. Two tables listing design geometries of the overtopping structure and outlet structure and flow split relationship with respect to total flow for each
 - b. Two figures showing simple schematic line drawings (to scale) of cross section and profile view of the overtopping structure and the outlet structure
 - c. One paragraph description of each outlet structure

Task 3.2 – Assumptions

1. The overtopping structures will differ in location between the two alternatives. The outlet structures do not vary between alternatives.
2. The outlet structure will be a large-diameter culvert array with an emergency overtopping weir component.
3. Detailed drawings and 3-Dimensional (3D) designs of the outlet structures are not included as part of this analysis.

Task 3.3 – Hydraulic Modeling

- 3.3.1 Consultant will create a 2-D model of the Ogier Pond Reach in Hydraulic Engineering Center River Analysis System (HEC-RAS), with a total model domain of approximately 1.5 miles in length and 0.5 miles in width. Consultant will model existing conditions, Alternative 5 conditions, and Alternative 6 Conditions for the full suite of flows developed in Subtask 3a. Consultant will model three geometries (as described in Subtask 3.2) for the overtopping structure between the proposed Coyote Creek alignment and Ogier Ponds for flood flows only under the FAHCE-plus conditions. Consultant will work with the Valley Water Ogier Pond Project team to select 3 iterations of the overtopping structure based on the design criteria range developed in Subtask 3.2 to incorporate into the model simulation runs for alternative 5 and 6.
- 3.3.2 Consultant will factor in variations in flow due to groundwater interactions throughout the project reach based on referenced reports including the consultant, TODD Groundwater’s report for Ogier Ponds.

Task 3.3 - Deliverables

1. A section (Up to 14 pages) and appendix will be added to the Draft Technical Memo (to become the Final Technical Memo). The section will include descriptions of hydraulic

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

modeling methodology, model inputs, groundwater characterization, calibration, and results including 10 key results figures from the Appendix.

2. Hydraulic modeling appendix with up to 47 figures (up to 24 created in GIS and remaining portion of figures available as plan view outputs from HEC-RAS) including:
 - a. Figures of depth and velocity for Alternative 5 and 6 for two flood flow scenarios, to be determined by Valley Water (8 figures)
 - b. Figures of depth and velocity for Alternative 5 and 6 for up to three habitat and geomorphic flow scenarios determined by Valley Water (up to 12 figures)
 - c. Figures of depth and velocity for Alternative 5 and 6 for up to three fish passage flow scenarios determined by Valley Water (up to 12 figures)
 - d. Figures of water elevation profiles for 8 select flows for Alternative 5 and 6 (to correspond to selected flows above) (2 figures)
 - e. Figures of 10 model-output cross-sections showing the 8 selected flows, for Alternatives 5 and 6, corresponding to either known Federal Emergency Management Agency (FEMA) cross-sections for flood flow comparisons or at areas of particular interest of habitat, geomorphic, or fish passage performance (20 cross sections, up to 5 figures)
 - f. Figures showing depth and shear stress for two design flows at the overtopping structure and the outlet structure using the final/optimized iteration of geometry for each (up to 8 figures)
3. Electronic hydraulic model files with descriptions

Task 3.3 – Assumptions

1. The overtopping structures will differ in location between the two alternatives. The outlet structures do not vary between alternatives.
2. Up to 25 flows for 3 terrains and 3 iterations of overtopping structure for flood flows, flow runs not to exceed 95 total runs.
3. Post-processing in Geographic Information System (GIS) for up to 24 figures as needed for planning-level study to be conducted by Valley Water.

Task 3.4 - Design Recommendations (Fish Habitat, Fish Passage, Geomorphology, and Hydraulic Structures)

- 3.4.1 Consultant will provide recommendations to Valley Water in the form of a technical memo, email correspondence, virtual meetings, and in-person site visits. Consultant will use the findings of the design analysis (Subtask 3.2), hydraulic modeling (Subtask 3.3) and results of Consultant, Environmental Science Associates sediment transport modeling for alternatives 5 and 6 to qualitatively evaluate and make recommendations for:
 1. Management of non-native species in the form of fish screens for outflow culverts from adjacent ponds
 2. Creation of suitable spawning and rearing habitat for native species, primarily federally listed steelhead
 3. Fish passage performance for native species (steelhead, and Pacific lamprey) through Alternative 5 and Alternative 6 channel features

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

4. Geomorphic considerations including channel sinuosity, throughput of sediments (sediment transport), erosion and avulsion risk areas, and recommendations for sediment management including sediment augmentation considerations.
5. Consultant will summarize the final geometry (optimized based on model iteration) of the overtopping structure and the outlet structure and include recommendations for refinement and erosion prevention at the structure locations.
6. Consultant will provide general recommendations for environmentally compliant dewatering during construction.

Task 3.4 – Deliverables

1. Final technical memorandum including sections from Subtasks 3.1, 3.2, and 3.3. (approximately 26 pages)

Task 3.4 – Assumptions

1. Up to two site visits for two Consultant staff.
2. Up to 10 virtual meetings.
3. The final technical memo may undergo two review cycles, incorporating two rounds of review in which Valley Water staff and/or the legal team provides consolidated, non-conflicting comments and Stillwater responds to comments.
4. The final technical memo will use general scientific reporting styles (e.g., Introduction/Background, Methods, Results, Discussion or Conclusion and Recommendations) and will undergo technical, editorial, and formatting review prior to final review. Technical reviews will be conducted by the appropriate discipline leads who will perform cross-checks to ensure statements made are supported by included figures, tables, and citations. Editorial and formatting reviews will be conducted for clarity, grammar, citations, and will ensure any public facing documents are compliant with the Rehabilitation Act, Section 508. All deliverables are subject to approval by Valley Water prior to release to the public or technical working groups to ensure reports meet project requirements and review steps have been completed.

Task 4 – Phase 2 Coyote Percolation Dam Design

- A. Consultant will provide modeling and engineering support for the Coyote Percolation Dam Phase 2 Fish Passage Enhancements design. The fish passage will be designed by Valley Water to meet applicable NMFS National Oceanic and Atmospheric Administration (NOAA) Fisheries West Coast Region Anadromous Salmonid Passage Design Manual (NMFS 2023) and the California Department of Fish and Wildlife (CDFW) California Salmonid Stream Habitat Restoration Manual (Love and Bates 2009) fish passage criteria for adult and juvenile steelhead/salmonids.
- B. As part of the FERC-Order Compliance Project (FOCP), Valley Water is undertaking improvements to the Coyote Percolation Facility referred to as Phase 1 of the Coyote Percolation Dam and Fish Ladder Operations Renovations. Phase 1 includes replacing the existing flashboard dam with an inflatable bladder dam, along with improvements to

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

the existing fish ladder to provide fish passage during interim operations of the facility during Seismic Retrofit Improvements.

- C. Under Phase 2, Valley Water plans to construct a roughened ramp fishway extending up to the spillway to allow for improved fish passage over the deflated bladder dam over a range of flow conditions, including necessary alterations to the existing facility to provide adequate flow depths and velocities across the foundation, apron, and deflated bladder dam. This task also includes the designs to tie the downstream end of the fish lane into the main stem channel of Coyote Creek. Based on a conceptual design developed under a separate contract, as well as updates to the existing HEC-RAS 2D hydraulic model developed by Valley Water staff, Consultant will provide modeling and engineering support to design the new roughened ramp fishway and bypass channel. Consultant will work with Valley Water staff, NMFS, and CDFW representatives to develop preliminary through 100 percent Phase 2 designs for the Coyote Percolation Dam to allow continued percolation pond operations, while meeting the NMFS and CDFW requirements for fish passage of adult and juvenile steelhead/salmonids.

Task 4.1 - Hydraulic Modeling

Based upon field surveys to be conducted by Valley Water staff, Consultant will extend the model domain of the existing HEC-RAS 2D model for Coyote Creek to encompass the historical channel alignment downstream to the Highway 101 overpass, increasing the modeled reach in Coyote Creek by approximately 1,600 ft. Modeling will be conducted for the existing conceptual design and up to two iterations that may include modifications to the roughened ramp fishway, radial gate bypass structure, roughened approach channel, and attractant pool. Six flow conditions will be modeled, including the design maximum as well as seasonal flow requirements corresponding to NMFS and CDFW design flow criteria for steelhead, as well as Pacific lamprey.

Task 4.1 – Deliverables

1. Hydraulic modeling of up to three design surfaces and six flow scenarios (one would be existing, and two of them would be Alternative 5 and Alternative 6)
2. Figures of the staff recommended alternative to be developed for use in the planning study report and optimized design, and will include at a minimum depth, velocity, and shear stress outputs in plan view. Figures will also include hydraulic profile plots of fish passage routes within the model domain.

Task 4.1 – Assumptions

1. Two virtual coordination meetings with Valley Water and technical team.
2. Valley Water will provide site survey data of the existing Pond 10B breach and lower Coyote Creek upstream of Hwy 101 to expand the existing model domain.
3. Initial modeling results to be completed within six weeks of delivery of survey data and existing HEC-RAS 2D model files.
4. Modeling of existing conceptual design and up to two design iterations.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

Task 4.2 - Preliminary Design

- 4.2.1 Consultant will meet with Valley Water and technical team members (including NMFS and other agency staff as appropriate) in up to three coordination meetings to discuss preliminary design concepts that will allow the facility to be operated at a range of flows and water surface elevations while meeting NMFS and CDFW fish passage criteria. Consultant will provide up to two design iterations of the existing conceptual design to allow model simulations to be conducted (See Task 4.1).
- 4.2.2 Following Valley Water's completion of preliminary design and modeling, Consultant will prepare a Draft Preliminary Basis of Design Report that will include the plan and profile plots for the design iteration that best meets the overall design function. The Draft Preliminary Basis of Design Report will summarize the following:
 - a. Background and Project Understanding
 - b. Dam Hydrology
 - c. Summary of Modeling Results and Fish Passage Analyses
 - d. Discussion and Alternatives Recommendation for detailed design
- 4.2.3 Based on a consolidated set of non-conflicting Valley Water staff and legal comments, the Draft Preliminary Basis of Design Report will be revised by Consultant as a Draft Final version for subsequent review. Based on a consolidated set of non-conflicting Valley Water staff and legal comments on the Draft Final version, a Final Preliminary Basis of Design Report will be prepared by Consultant that can be distributed to the broader technical team members (e.g., NMFS and CDFW staff). The Final Preliminary Basis of Design Report will be submitted to Valley Water with electronic versions of plan and profile sheets of the recommended design as well as supporting CAD files.

Task 4.2 – Deliverables

1. Draft Preliminary Basis of Design Report (electronic submittal)
2. Draft Final Preliminary Basis of Design Report (electronic submittal)
3. Final Preliminary Basis of Design Report (electronic submittal)
4. Plan and Profile sheets of the recommended alternative with supporting CAD files that will be provided as an electronic submittal

Task 4.2 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables will not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases.
2. Up to three virtual coordination meetings with Valley Water and technical team.
3. Valley Water will provide Consultant with existing survey data of the Phase 2 design area in standard point format (.csv, .txt or within a .dwg file) for development of a digital elevation model (DEM) and designs.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

4. Valley Water will provide Consultant with CAD standard formats and guidelines.
5. No geotechnical or structural engineering analyses is included in this task.
6. Preliminary design will evaluate fish passage criteria for adult and juvenile steelhead/salmonids and lamprey and will be based on the versions indicated below:
 - a. NOAA Fisheries West Coast Region Anadromous Salmonid Passage Design Manual (NMFS February 2023)
 - b. California Salmonid Stream Habitat Restoration Manual, Part XII Fish Passage Design and Implementation (CDFG 2009)
 - c. Practical guidelines for incorporating adult Pacific lamprey passage at fishways, Version 2.0 (Lamprey Technical Workgroup 2022)
7. Two drafts and one final version of the Preliminary Basis of Design Report. Assumes review will be conducted by Valley Water technical team only, with comments provided as a single set of non-conflicting comments for each review cycle.
8. Consultant will revise and finalize the Basis of Design report within four weeks of receipt of comments by Valley Water and legal team for each draft cycle.
9. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the Subtask 4.2 recommended alternative will be limited to one additional modeling iteration. Any updates to fish passage criteria assessment will be included in the Basis of Design Report.
10. Assumes comment responses can be resolved on the basis of completed designs, BOD, and associated modeling and no additional quantitative analysis or modeling is necessary to address the comments (see modeling assumption below).
11. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the designs will be limited to one additional modeling iteration.
12. Updates to fish passage criteria assessment will be included as part of an amended Final Basis of Design Report.

Task 4.3 - 60 Percent Design Plans, Specifications, Estimate (PSE), and Basis of Design (BOD) Report

- 4.3.1 In consultation with Valley Water and based upon hydraulic modeling results of the preliminary design, and comments submitted by Technical Working Group (TWG) members (including NMFS or other agency staff) on the Final Preliminary Basis of Design Report from Subtask 4.2, Consultant will incorporate any refinements to the recommended alternative. Consultant will generate 60 percent design plans, technical specifications, and engineer's cost estimate. The design plans at the 60 percent level will include the following sheets:

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

- a. Title Sheet, General Notes,
- b. Survey Layout including Survey Datums and Rights of Way
- c. Site Utilities Plan (Underground and Overhead)
- d. Existing Conditions & Demolition Plan
- e. Grading Overview Plan
- f. Staging, Access, and Creek Diversion and Dewatering Plan

4.3.2 Consultant will provide an administrative review version of the 60 percent design plans (including the technical specifications and engineer's cost estimate) and a draft Final Basis of Design Report to Valley Water for review. Based on a consolidated version of Valley Water staff comments, Consultant will revise the 60 percent design plans and the draft Final Basis of Design Report for distribution of Final 60 percent design plans and Final Basis of Design Report to the technical team. The Final 60 percent design plans (including the technical specifications and engineer's cost estimate) and Final Basis of Design Report will be electronically submitted to Valley Water with the 60 percent design plans in CAD format.

Task 4.3 – Deliverables

1. Draft and Final Basis of Design Report (electronic submittal)
2. Draft and Final 60 Percent Design Plans, Technical Specifications and Engineers Cost Estimate (electronic submittal)

Task 4.3 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure guidance documents for planning (W-730-122) and design (W-730-122) phases.
2. Up to two virtual coordination meetings with Valley Water and technical team.
3. Any geotechnical or structural engineering required will be conducted by Valley Water or other subcontractor and is not included in this scope.
4. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the Subtask 4.2 recommended alternative will be limited to one additional modeling iteration. Any updates to fish passage criteria assessment will be included in the Basis of Design Report.
5. Draft and Final Basis of Design Report, including any updated modeling results, 60 percent design plans, technical specifications and engineer's cost estimate will be provided to Valley Water electronically.
6. Valley Water staff and attorney comments on 60 percent designs will be provided as a single set of non-conflicting comments.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

Task 4.4 - Final Design Plans and Specifications

- 4.4.1 Consultant will prepare draft and final versions of the 90 and 100 percent design plans in coordination with Valley Water. Based on a consolidated version of Valley Water staff and attorney comments on the 90 percent design plans and Final Basis of Design Report, and comments received by TWG members (including NMFS or other agency staff), Consultant will finalize the 100 percent designs and Basis of Design Report.
- 4.4.2 Consultant will attend up to four coordination meetings with Valley Water and technical team members (including agency staff as appropriate) as Consultant develops the 90 percent and 100 percent design plans. Consultant will include an updated and Final Engineer's Estimate of probable construction costs.

Task 4.4 – Deliverables

- 1. 60 Percent Design and 90 Percent Design responses to NMFS and CDFW technical comments
- 2. Draft and Final 90 Percent Design Plans, Technical Specifications and Engineers Cost Estimate (electronic submittal)
- 3. Draft and Final versions of an Amended Final Basis of Design Report (if required).
- 4. Draft and Final 100 Percent Design Plans, Technical Specifications and Engineers Cost Estimate (electronic submittal)

Task 4.4 – Assumptions

- 1. Because Project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure guidance documents for planning (W-730-122) and design (W-730-122) phases.
- 2. Consultant will respond to NMFS and CDFW technical comments on the 60 percent and 90 percent design plans (including the technical specifications and engineer's cost estimate) and the Final Basis of Design Report.
- 3. Technical review comments provided by NMFS and CDFW will be reviewed by Consultant and addressed in coordination with Valley Water. Assumes Valley Water will lead responses to comments that are process-based and not related to the engineering design or technical aspects of fisheries resources.
- 4. Up to three virtual coordination meetings with Valley Water and technical team.
- 5. Valley Water and any attorney comments on the 90 percent and 100 percent Designs will be provided as a single set of non-conflicting comments for each review cycle.
- 6. Assumes comments from NMFS and CDFW on the 90 percent or 100 percent design.
- 7. Assumes comment responses can be resolved on the basis of completed designs, BOD, and associated modeling and no additional quantitative analysis or modeling is necessary to address the comments (see modeling assumption below).

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

8. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the 90 percent designs will be limited to one additional modeling iteration.
9. Updates to fish passage criteria assessment will be included as part of an amended Final Basis of Design Report.

Task 4.5 - Operations Support

Based on the final design and supporting modeling, Consultant will provide recommendations for facility operations and other as-needed support for project permitting in the form of areas, volumes, linear feet, and other quantity take-offs from the design plans. Deliverables will be coordinated with Valley Water for appropriate phasing, as requested by Valley Water.

Task 4.5 – Deliverables

1. Technical memoranda, emails, and copies of existing files as required to support information requests (electronic submittals)

Task 4.5 – Assumptions

1. Up to three virtual coordination meetings with Valley Water and permitting team.
2. Permitting support will be provided on a time and materials basis up to about 109 hours of support time.

Tasks 4.6 – Radial Gate and Attractant Pool: 30 Percent Design

4.6.1 Radial Gate and Attractant Pool Hydraulic Model

Consultant will develop designs for the radial gate and attractant pool area to deliver designs for the radial gate replacement component. Consultant will prepare a 2-Dimensional (2-D) hydraulic model of the proposed radial gate and attractant pool reconfiguration.

4.6.2 30 Percent Design of Radial Gate and Attractant Pool Area Reconfiguration

Consultant will prepare Draft 30 Percent Design plans including layout and up to three sections demonstrating the intended layout and will prepare an engineer's opinion of probable cost. These will be integrated into the Draft Reconfiguration 30 Percent BOD Report.

Based on consolidated comments from Valley Water staff on the Draft Reconfiguration 30 Percent BOD Report, the Consultant will prepare the Final Reconfiguration 30 Percent Design Plans and a Final Reconfiguration 30 Percent BOD Report that can be distributed to the TWG. The Final Reconfiguration 30 Percent BOD Report will be submitted to Valley Water with electronic versions of plan and profile sheets of the recommended design.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

4.6.3 Radial Gate Replacement 30 Percent Design

The Consultant will lead the 30 percent radial gate replacement design, including review of existing information and drawing sets and a site visit to confirm built condition and examine structural details and condition. The Consultant will develop alternatives and prepare a 30 Percent Feasibility Report. This report will be incorporated as an appendix into the Reconfiguration 30 Percent BOD Report. The Consultant will also develop Draft Radial Gate Replacement 30 Percent Design documents for the radial gates. These will include draft specifications to address modifications to the existing structure and a Class 5 cost estimate as defined by American Association of Cost Engineering. Last, the Consultant will prepare a Final Radial Gate Replacement 30 Percent Design based on consolidated Valley Water staff comments on the Draft 30 Percent Design documents.

Task 4.6 – Deliverables

1. Draft and Final Reconfiguration 30 Percent BOD Report including Hydraulic model results
2. Draft and Final 30 Percent Design plans for radial gate and attractant pool area reconfiguration and engineer’s opinion of probable cost; included in Draft and Final Reconfiguration 30 Percent BOD Report.
3. Radial gate replacement 30 Percent Feasibility Report including Draft and Final 30 Percent Design plans for the radial gate replacement with structural details specifications and preliminary costs; incorporated into Draft and Final Reconfiguration 30 Percent BOD Report.

Task 4.6 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases.
2. Up to two virtual coordination meetings with Valley Water and technical team.
3. Up to 2 surface design iterations for the configuration Radial Gate and Attractant Pool Area Hydraulic Model.
4. Consultant will use Valley Water CAD standard formats and guidelines (already provided under a separate contract).
5. The Reconfiguration 30 Percent Design will evaluate downstream fish passage conditions for the radial gate replacement and upstream passage up to the attractant pool and entrance to the fish ladder based on NOAA Fisheries West Coast Region Anadromous Salmonid Passage Design Manual (NMFS February 2023) and California Salmonid Stream Habitat Restoration Manual, Part XII Fish Passage Design, and Implementation (Flosi et al. 2010).
6. Passage through the fish ladder alone will not be evaluated (i.e., no evaluation for flows below 25 cfs).
7. All deliverables will be provided to Valley Water electronically.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

8. For all deliverables, one round of review will be conducted by Valley Water with comments provided as a single set of non-conflicting comments for each review cycle.

Tasks 4.7 – Radial Gate and Attractant Pool: 60 Percent Design

4.7.1 Radial Gate and Attractant Pool Area Reconfiguration

Consultant will refine the recommended design by incorporating TWG comments on the Final Reconfiguration 30 Percent BOD and hydraulic modeling results in collaboration with Valley Water generating the Reconfiguration 60 Percent Design plans, draft technical specifications, and engineer's opinion of probable cost.

Consultant will provide the Draft Reconfiguration 60 Percent Design plans and a Draft Reconfiguration 60 Percent BOD Report along with responses to TWG comments to Valley Water for review. Based on Valley Water staff comments, Consultant will prepare the Final Reconfiguration 60 Percent Design plans and a Final Reconfiguration 60 Percent BOD Report.

4.7.2 Radial Gate Replacement

The Consultant will refine the Radial Gate Replacement Design in consultation with Valley Water based on TWG comments on the Final Radial Gate Replacement 30 Percent BOD Report from Subtask 4.6.3. The Consultant will generate Radial Gate Replacement 60 Percent Design plans, technical specifications, and engineer's opinion of probable cost.

The Consultant will provide Draft Radial Gate Replacement 60 Percent Design plans and a Draft Radial Gate Replacement 60 Percent BOD Report (including the draft technical specifications and engineer's opinion of probable cost) and responses to TWG comments on the Draft Radial Gate Replacement 30 Percent BOD Report to Valley Water for review. Based on Valley Water staff comments, the Consultant will prepare Final Radial Gate Replacement 60 Percent Design plans and a Final Radial Gate Replacement 60 Percent BOD Report.

Tasks 4.7 – Deliverables

1. Draft and Final Reconfiguration 60 Percent BOD Report and Draft and Final Reconfiguration 60 Percent Design Plans, for the radial gate and attractant pool area reconfiguration.
2. Draft and Final Radial Gate Replacement 60 Percent Technical Report and Draft and Final Radial Gate Replacement 60 Percent Design plans.
3. Responses to TWG comments in table format

Tasks 4.7 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases.
2. Up to 3 virtual coordination meetings with Valley Water and consultant technical team.
3. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

refinements to the Subtask 4.6.1 recommended alternative will be limited to one additional modeling iteration. Any updates to fish passage criteria assessment will be included in the Reconfiguration BOD Report.

4. All deliverables will be provided to Valley Water electronically.
5. Valley Water staff and technical team comments on draft 60 percent designs will be provided as a single set of non-conflicting comments.
6. Technical review comments provided by NMFS and CDFW will be reviewed by Consultant and addressed in coordination with Valley Water in table format. Assumes Valley Water will lead responses to comments that are process-based and not related to the engineering design or technical aspects of fisheries resources.
7. Consultant team will respond to one round of comments from TWG participants on the Final Reconfiguration and Radial Gate Replacement 30 Percent BOD Reports. Responses to up to 30 comments will be included in the Draft Reconfiguration and Radial Gate Replacement 60 Percent BOD Reports in table format.

Tasks 4.8 – Radial Gate and Attractant Pool Area Final Design Plans and Specifications

Consultant will advance the design of the radial gate and attractant pool area reconfiguration and collaborate with structural consultant to deliver the radial gate replacement component, each to a 100 percent design level.

4.8.1 Radial Gate and Attractant Pool Area Reconfiguration

Consultant will prepare Reconfiguration 90 and 100 Percent Design plans for the radial gate and attractant pool area in coordination with Valley Water. Consultant will finalize the Reconfiguration 100 Percent Design plans and prepare the Final Reconfiguration BOD Report that will include an updated final engineer's opinion of probable costs.

4.8.2 Final Design of Radial Gate Replacement

The Consultant will prepare Radial Gate Replacement 90 and 100 Percent Design plans in coordination with Valley Water. The Radial Gate Replacement 90 Percent Design plans will be based on comments received on the Radial Gate Replacement 60 Percent Design plans and accompanied by a Draft Final Radial Gate Replacement Technical Report. The Consultant will finalize the Radial Gate Replacement 100 Percent Design plans and Final Radial Gate Replacement Technical Report that will include an updated estimate of construction costs

Tasks 4.8 – Deliverables

1. Draft Final and Final Reconfiguration BOD Report and Reconfiguration 90 and 100 Percent Design plans.
2. Draft Final and Final Radial Gate Replacement Technical Report; incorporated into the Draft and Final Reconfiguration BOD Report, and Radial Gate Replacement 90 and 100 Percent Design plans.
3. Updated estimate of construction costs.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

Tasks 4.8 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases.
2. One design meeting with Valley Water internal staff and one TWG meeting with CDFW and NMFS.
3. Consultant will attend up to three virtual coordination meetings with Valley Water and technical team.
4. Technical review comments provided by NMFS and CDFW will be reviewed by Consultant and addressed in coordination with Valley Water in table format. Assumes Valley Water will lead responses to comments that are process-based and not related to the engineering design or technical aspects of fisheries resources.
5. Consultant team will respond to one round of comments from TWG participants on the Reconfiguration and Radial Gate Replacement 60 Percent BOD Reports. Responses to up to 30 comments will be included in the Draft Reconfiguration and Radial Gate Replacement 90 Percent BOD Reports in table format.
6. All deliverables will be provided to Valley Water electronically.
7. Valley Water staff and technical team comments on all deliverables will be provided as a single set of non-conflicting comments.
8. Comment responses can be resolved on the basis of completed designs, BOD, and associated modeling and no additional quantitative analysis or modeling is necessary to address the comments (see modeling assumption below).
9. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the 90 percent designs will be limited to one additional modeling iteration.

Tasks 4.9 – Lamprey Passage: Fish Ladder Retrofit

The existing fish ladder is not designed with consideration for upstream passage of Pacific lamprey, a California species of special concern. The two primary options to improve passage are to modify the existing ladder or to create a bypass facility designed specifically for lamprey. During this Task, Consultant will investigate alternatives, developing conceptual plans for each alternative and will advance a preferred alternative. Because the lamprey passage elements are expected to be relatively minor modifications to the fish ladder, the design will proceed directly from 30 Percent Design to Final Design.

4.9.1 Alternatives Analysis and 30 Percent Design

Consultant will prepare a brief Draft 30 Percent Lamprey Passage Memorandum with descriptions, images, and conceptual layouts for up to three lamprey passage alternatives.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

Based on comments received and an agreed preferred alternative, Consultant will develop Draft 30 Percent Design plans for the lamprey passage improvements. Comments on the Draft 30 Percent Design plans from Valley Water and by TWG members will be incorporated into Final 30 Percent Design plans and a Final 30 Percent Lamprey Passage Memorandum, which will include an engineer's opinion of probable costs.

4.9.2 Final Design Plans and Specifications

The Reconfiguration 90 Percent Design plans (Task 4.11) will be accompanied by a Draft Final Lamprey Design Memorandum. Consultant will prepare the Final Lamprey Design Memorandum to be included with the Reconfiguration 100 Percent Design plans.

Consultant will attend up to three coordination meetings with Valley Water and technical team members (including agency staff as appropriate) while developing the lamprey passage 90 Percent and 100 Percent Designs. Consultant will include an updated and final engineer's opinion of probable construction costs.

Tasks 4.9 – Deliverables

1. Draft and Final 30 Percent Lamprey Passage Memorandum
2. Draft and Final Lamprey Passage 30 Percent Design plans
3. Draft Final and Final Lamprey Passage Memorandum.
4. Lamprey Passage 90 and 100 Percent Design plans.

Tasks 4.9 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases
2. Up to 2 virtual coordination meetings with Valley Water and technical team.
3. All deliverables will be provided to Valley Water electronically.
4. The lamprey passage design will not include hydraulic modeling of the fish ladder. If the proposed alterations have the potential to modify flow in the fish ladder, hand calculations will be undertaken to assess flow impacts and iterate the design to ensure upstream salmonid passage criteria are maintained.
5. Valley Water staff and technical team comments on all deliverables will be provided as a single set of non-conflicting comments.
6. NMFS and or CDFW will comment on the Lamprey Passage 30 Percent and 90 Percent Designs. Technical review comments provided by the TWG will be reviewed by Consultant and addressed in coordination with Valley Water. Assumes Valley Water will lead responses to comments that are process-based and not related to the engineering design or technical aspects of fisheries resources.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

7. The lamprey passage Memorandum would be a separate document and deliverable from the Basis of Design Report being prepared under the existing Consultant Agreement A4932A which focuses on design of the Fish Lane. These two documents may be integrated into a single, consolidated document at Valley Water's discretion.

Tasks 4.10 – Channel Tie-in

Consultant will develop a channel tie-in design, working with Valley Water to establish the design intent and criteria. It is assumed that the channel tie-in design will include the following elements:

1. Establishment of an engineered berm between the historical Coyote Creek Channel and Pond 10B, including external dimensions, surface treatment and internal layering.
2. A spillway at the upstream limit of Pond 10B to safely pass high flows from Coyote Creek, over the new engineered berm and into the pond.
3. Placement of engineered streambed material and grade control elements within the currently incised section of Coyote Creek between the downstream end of the fish lane and the percolation dam.

4.10.1 Channel Tie-In Hydraulic Model 30 Percent Design

Consultant will develop a proposed design surface that meets the hydraulic performance requirements of the project. The model will be used to set Coyote Creek bed level tying into the engineered berm footing and fill and grade control elevations for the incised channel.

Consultant will present model results at a technical design meeting with Valley Water. Results of the hydraulic model will be incorporated into a Channel Tie-In Draft 30 percent BOD Report with a recommended configuration to carry forward.

Consultant will incorporate any comments received from Valley Water on the Draft Preliminary BOD Report and will prepare a Final 30 percent BOD Report along with 30 percent Design plans. The latter must include a layout and up to 3 sections to demonstrate the intent of the preferred project configuration. Consultant will estimate cut and fill quantities and provide an engineer's opinion of probable cost.

4.10.2 Channel Tie-In 60 Percent Design Plans and Specifications

Consultant will incorporate any refinements to the recommended design. Consultant will generate Channel Tie-In 60 percent Design plans, draft technical specifications, and engineer's opinion of probable cost. The Channel Tie-In 60 percent Design plans will include the following sheets:

- Title Sheet, General Notes,
- Survey Layout including Survey Datums and Rights of Way
- Existing Conditions & Demolition Plan
- Grading Overview Plan
- Staging, Access, and Creek Diversion and Dewatering Plan

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

Consultant will provide Draft Channel Tie-In 60 percent Design plans and a Draft Channel Tie-In 60 percent BOD Report (including the draft technical specifications and engineer's opinion of probable cost) to Valley Water for review. Based on Valley Water staff comments, Consultant will prepare Final Channel Tie-In 60 percent Design plans and a Final Channel Tie-In 60 percent BOD Report to the technical team.

4.10.3 Channel Tie-In Final Design Plans and Specifications

Consultant will advance the design of the channel tie-in to a final design level. Consultant will prepare Channel Tie-In 90 percent and Final Design plans in coordination with Valley Water. The Channel Tie-In 90 percent Design plans will be based on comments received to the Final Channel Tie-In 60 Percent Design plans and will be accompanied by a Draft Final Channel Tie-In BOD Report. Based on Valley Water staff comments, and TWG comments on the Channel Tie-In 90 Percent Design plans and Draft Final Channel Tie-In BOD Report, Consultant will finalize the Channel Tie-In Final Design plans and prepare the Final Channel Tie-In BOD Report.

Task 4.10 – Deliverables

1. Hydraulic model results for the channel tie-in; included in the Draft and Final Channel Tie-In 30 percent BOD Report.
2. Draft and Final Channel Tie-In 30 percent Design plans and engineers opinion of probable cost; included in Draft and Final Channel Tie-In 30 percent BOD Report.
3. Draft and Final Channel Tie-In 60 percent Basis of Design Report.
4. Draft and Final Channel Tie-In 60 percent Design Plans for the berm repair.
5. Draft Final and Final Channel Tie-In BOD Report.
6. Channel Tie-In 90 percent and Final Design plans.

Task 4.10 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases
2. Up to eight virtual coordination meetings with Valley Water and TWG participants.
3. Modeling of proposed channel tie-in design includes up to 3 surface design iterations and 4 design flows and a USACE no-rise condition.
4. Additional modeling that may be required due to refinements to the Subtask 4.15.
5. Additional modeling that may be required due to refinements to the Channel Tie-In 90 percent designs will be limited to one additional modeling iteration.
6. Valley Water will provide design criteria for the project including but not limited to flows at which water will begin to spill into Pond 10B.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

7. The channel tie-in design will not consider fish passage and will not include review or comment regarding fish passage from agencies including NMFS and CDFW.
8. TWG participants will comment on the Channel Tie-In 30 and 60 percent Designs. Technical review comments provided by the TWG will be reviewed by Consultant and addressed in coordination with Valley Water. Assumes Valley Water will lead responses to comments that are process-based and not related to the engineering design or technical aspects of fisheries resources.
9. Consultant will respond to up to 30 TWG comments and responses will be incorporated in table format into the Channel Tie-In 60 percent BOD Report.
10. The design will not include details for how high flows will return to Coyote Creek at the downstream end of Pond 10B. This is considered to be an aspect of the Pond 10B design rather than the upstream channel tie-in (this scope).
11. All deliverables will be provided to Valley Water electronically.
12. Valley Water staff comments will be provided as a single set of non-conflicting comments for each review cycle.
13. Comment responses can be resolved on the basis of completed designs, BOD, and associated modeling and no additional quantitative analysis or modeling is necessary to address the comments (see modeling assumption).
14. Valley Water staff and technical team comments on all deliverables will be provided as a single set of non-conflicting comments.

Task 5 - Live Oak Restoration Reach Design Support and Field Support

Task 5.1 - Hydraulic Modeling

- 5.1.1 Consultant will run hydraulic modeling using the existing 2-D HEC RAS model developed during 30 percent and 60 percent design phases. Consultant will incorporate flow split hydraulics provided by AECOM and post dam retrofit hydraulics (FAHCE+) to create a flow distribution for the south channel and main reaches of Live Oak for the range of flows.
- 5.1.2 Hydraulic modeling runs will include the full range of return intervals under FAHCE+ and Habitat and Geomorphic flows as outlined in the BE Table 5 shown below. The Table shows the flow runs and terrains included in this task.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

Table 5 – Biological Evaluation

Return period or flow	Reference	Terrains
500 Year	FAHCE Stochastic Flows	Existing, Proposed
200 Year	FAHCE Stochastic Flows	Existing, Proposed
100 Year	FAHCE Stochastic Flows	Existing, Proposed
50 Year	FAHCE Stochastic Flows	Existing, Proposed
25 Year	FAHCE Stochastic Flows	Existing, Proposed
20 Year	FAHCE Stochastic Flows	Existing, Proposed
10 Year	FAHCE Stochastic Flows	Existing, Proposed
5 Year	FAHCE Stochastic Flows	Existing, Proposed
2 Year	FAHCE Stochastic Flows	Existing, Proposed
1000 cfs	BE Habitat and Geomorphic	Existing, Proposed
250 cfs	BE Habitat and Geomorphic	Existing, Proposed
90 cfs	BE Habitat and Geomorphic	Existing, Proposed (3 iterations)
50 cfs	BE Habitat and Geomorphic	Existing, Proposed (3 iterations)
30 cfs	BE Habitat and Geomorphic	Existing, Proposed (3 iterations)

Task 5.1 – Deliverables

1. Refined roughness raster and hydraulic modeling summary figure in BOD
2. Appendix with results for existing versus proposed terrain simulations showing depth and velocity for 8 of the simulated flows

Task 5.1 – Assumptions

1. Flow regime will not change during the 90 percent design analysis.
2. Upstream design work as part of ADSRP and ADTP is provided to Consultant as DEM to integrate into downstream hydraulics.
3. New habitat suitability analysis using CDFW code is not included.

Task 5.2 - 90 Percent Design: Design Analysis and Refinement, Plans, Specifications, Estimate (PSE) and Basis of Design Report (BOD)

- 5.2.1 Consultant will conduct design analysis to optimize target aquatic species habitat and substrates under proposed conditions. This analysis will include up to 3 iterations of possible in-channel designs. Digital elevation models for each iteration will be analyzed for appropriate depth and velocity conditions for fry rearing and adult spawning habitat criteria. The optimized design iteration will become the 90 percent design to be used for plans, specifications, estimates, habitat suitability mapping, and BOD report. Design refinement will incorporate results from the design analysis and comments to the 60 percent PSE and BOD in to the 90 percent PSE and BOD.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

5.2.2 Consultant will prepare 90 percent design plans and specifications. Deliverables will be coordinated with Valley Water and H.T. Harvey and Associates for appropriate phasing, as requested by Valley Water and include response to resource agency comments on the 60 percent PSE and BOD.

5.2.3 Design Plans

Consultant will include design plans reflecting a 90 percent understanding of design conditions which include the following sheets:

Sheet 1	Title sheet
Sheet 2	General Notes
Sheet 3	Site Key & Construction Access Plan
Sheet 4	Existing Conditions, Demo, and Site Preparation Plan
Sheet 5	Grading Overview and Horizontal Control Plan
Sheet 6-8	Typical Sections
Sheet 9-12	Grading Plans and Profiles
Sheet 13-16	Grading Sections
Sheet 17-20	Enhancement and Revegetation Plans
Sheet 21-22	Large Wood Details
Sheet 23	Large Wood Anchoring and Log Schedule
Sheet 24	Revegetation Tables

5.2.4 Specifications

Consultant will include revised draft specifications.

5.2.5 Cost Estimate

Consultant will include an Engineer's Estimate of probable construction costs in the BOD report.

5.2.6 Basis of Design Report

Consultant will include the following items in the BOD report:

- Background and Project Understanding
- Field Assessment Summary (Topography & Grain Sizes)
- Dam Hydrology and Hydraulic Modeling
- Design Calculations and Discussion
- Summary of Design Approach
- Habitat Suitability Analysis of Proposed Conditions
- Permit Impacts
- Quantities and Construction Costs
- Construction Methods
- Monitoring and Maintenance

Task 5.2 – Deliverables

1. Draft 90 percent design plans, specifications, Engineer's Estimate and Basis of Design Report (electronic submittals only)

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

2. Final 90 percent design plans, specifications, Engineer's Estimate and Basis of Design Report (electronic submittals only)
3. Updated Appendix B from the 60 percent design (Gravel Augmentation Plan)

Task 5.2 – Assumptions

1. Because the project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure guidance documents for planning (W-730-122) and design (W-730-122) phases.
2. Two virtual coordination meetings with Valley Water and Live Oak Restoration team.
3. One TWG meeting presentation.
4. Consultant will provide support for 90 percent design plans and specifications using Consultant standardized formatting.
5. Two Consultant staff will attend a site visit with Valley Water to check site access conditions for the contractor, vegetation, utilities (overhead and below ground that are visual) and any foreseeable site constraints for the contractor.

Task 5.3 - Final (100 Percent) Design: Plans, Specifications, Estimate (PSE), and Basis of Design Report (BOD)

Consultant will integrate resource agency permitting conditions, comments from Valley Water, and other Consultants, as well as general comments from Agency representatives in the TWG into a revised design. Consultant will prepare final (100 percent) plans, specifications, and cost estimates. Consultant will revise the BOD report to reflect the final design. Consultant will also revise Appendix B – Gravel Augmentation Monitoring, Maintenance and Management Plan (GAMMMP) to reflect the input received through review of the 90 percent design and permitting applications.

Task 5.3 – Deliverables

1. Construction bid package with Final (100 percent) design plans, specifications, Engineer's Estimate and Basis of Design Report (electronic submittals only)
2. Updated Appendix B from the 90 percent design (GAMMMP)

Task 5.3 – Assumptions

1. Because the project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure guidance documents for planning (W-730-122) and design (W-730-122) phases.
2. Consultant will provide 100 percent design plans and specifications using Consultant standardized formatting.
3. Up to 4 virtual meetings with Valley Water and 1 TWG meeting.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

4. No additional changes in dam-release hydrology, no additional hydraulic modeling is needed beyond 90 percent design phase, and no additional changes in overall hydraulic conditions.

Task 5.4 – Field Support

Consultant will assist Valley Water and the selected contractor with field support through meetings, RFI responses, and on-site support including field fitting, providing clarity of the design drawings, and field verification of specification compliance.

Task 5.4 – Assumptions

1. Up to 60 labor hours for RFI responses.
2. Up to two Consultant staff attend weekly 1-hour meetings with Valley Water staff for 12 weeks total.
3. Up to 30 hours/week for three weeks of on-site design implementation support (including associated travel-related expenses).

Task 6 - Supplemental Services

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.

6.1 Specific examples of possible Supplemental Services include:

- 6.1.1 Additional new technical studies or new subject area studies or permits required that may arise as the project matures.
- 6.1.2 Additional support on designs or modeling as necessary
- 6.1.3 Additional public outreach visual materials

6.2 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 5 as Task 6 Supplemental Services, to include but not be limited to:

- 6.2.1 Additional meetings;
- 6.2.2 Additional time allotted for meetings;
- 6.2.3 Additional status/progress reports;
- 6.2.4 Additional telephone conference calls;
- 6.2.5 Additional technical memorandums and reports

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

Task 7 - FOCF Monitoring Support

7.1 Environmental DNA (eDNA) Monitoring (2025 and 2026)

Consultant will coordinate with Valley Water staff and the Aquatrace Genomics eDNA laboratory during 2025 and 2026 eDNA monitoring efforts. The eDNA monitoring will be conducted by Valley Water staff according to Valley Water's Fish Rescue and Relocation Plan, the Temperature and Fisheries Monitoring Plan, and/or future eDNA monitoring at the direction of the FOCF Technical Working Group (TWG). Samples will be analyzed for *Oncorhynchus mykiss* DNA.

Task 7.1 - Deliverables

1. Lab coordination
2. Data quality control and assurance review

Task 7.1 - Assumptions

1. Up to 264 filtered water samples (132 per year) will be analyzed for *Oncorhynchus mykiss* eDNA
2. Samples will be analyzed using qualitative PCR to detect the presence of *Oncorhynchus mykiss* DNA using a previously published genetic assay
3. Valley Water staff will conduct sampling and ship eDNA samples to the laboratory

Task 7.2 - Spawning Gravels Sediment Deposition Monitoring and Reporting (2025 and 2026)

Consultant will conduct spawning gravel and benthic macroinvertebrate monitoring during 2025 and 2026 as described in Section 4.1.1 of FERC Order B (11) (FERC Order) to assess sediment deposition within steelhead spawning gravels and benthic macroinvertebrate habitat in Coyote Creek downstream of Anderson Dam. Transect monitoring also described in the FERC Order will be conducted separately by Valley Water. Consultant will combine the results from both studies into a single annual report.

Task 7.2 - Deliverables

1. Consultant will provide separate annual reports for 2025 and 2026
2. The annual reports will combine the analysis and results from Valley Water's transect monitoring along with the analysis and results of Consultant spawning gravel and benthic macroinvertebrate monitoring per Section 4.1.1 of FERC Order B (11).
3. For each annual report Consultant will prepare one draft and one final report document.

Task 7.2 - Assumptions

1. Transect monitoring per Section 4.1.2 of the FERC Order will be conducted by Valley Water in 2025 and 2026.
2. Consultant will monitor sediment deposition in steelhead spawning habitat in 2025 and 2026, following the methods described in the FERC Order.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

3. For reporting of 2025 and 2026 results Consultant will prepare the main report document and Valley Water will provide analysis and results of steelhead transect monitoring at least two months before the final report is due to the permitting agencies. This will allow Consultant one month to incorporate the results.
4. Draft reports will be provided to Valley Water one month after transect monitoring results are provided to Consultant. Valley Water will provide reviewed draft document with track changes edits and compiled, non- conflicting comments from Valley Water within two weeks of receiving the draft reports.
5. Consultant will have at least two weeks to incorporate Valley Water comments and edits into a final annual report to be submitted to FERC.
6. Although, not expected, Consultant will respond to up to 10 minor edits/comments from FERC or the TWG. Minor comments are assumed to not include any additional field work or quantitative analysis.

Task 7.3 – Turbidity Monitoring

This task includes acquiring, summarizing, and reporting on turbidity data pursuant to the Sediment Monitoring Plan (Horizon Water and Environment 2022) developed to address FERC ordered environmental monitoring within Coyote Creek.

Consultant will develop data summaries of available turbidity data from available stations in Coyote Creek (HWY 237, Madrone, Coyote Ranch Road, and Edenvale) on a monthly basis between July 1, 2026 and December 31, 2027.

Task 7.3 - Deliverables

1. One draft and one final monitoring report summarizing USGS turbidity and suspended sediment concentration data acquired from existing stations for Water Year 2026.
2. Up to 18 monthly summaries of the turbidity monitoring data in an email format for distribution to the TWG in the mid-month email.

Task 7.3 - Assumptions

1. USGS turbidity data from the HWY 237, Madrone, Coyote Ranch Road, and Edenvale stations in Coyote Creek will be accessible and in a usable format.
2. All deliverables will be electronic submittals.
3. Anderson Dam outfall suspended sediment concentration and turbidity data collected by Stillwater Sciences during Water Year 2025 sampling visits are determined to be representative of data from the USGS gage at Madrone, and Anderson Dam outfall suspended sediment and turbidity monitoring is discontinued.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES**

8. Attachments

The following Schedule EP, Scope of Services, 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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

1. 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 **\$2,918,593** (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	Amendment No.1	Revised NTE Fees Total
1	Project Management	\$183,268	\$99,272	\$282,540
2	Planning and Permitting Support	\$500,748	\$44,173	\$544,921
3	Ogier Ponds Restoration Project Technical Support	\$367,804	\$0	\$367,804
4	Phase 2 Coyote Percolation Dam Design	\$418,815	\$626,471	\$1,045,286
5	Live Oak Restoration Reach Design Support and Field Support	\$346,974	\$0	\$346,974
6	Supplemental Services	\$182,391	\$0	\$182,391
7	FOCP Monitoring Support	\$0	\$148,677	\$148,677
Total Not-to-Exceed Fees		\$2,000,000	\$918,593	\$2,918,593

3. 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:

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

- 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 3.5%, 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.

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 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 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.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

- 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>.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE (REVISED)

CLASSIFICATION/STAFF	ORIGINAL HOURLY/ UNIT RATE EFFECTIVE 11/9/2023	HOURLY/ UNIT RATE EFFECTIVE 12/1/24	HOURLY/ UNIT RATE EFFECTIVE 1/22/25
Consultant: Stillwater Sciences			
Principal-in-Charge	\$265.00	-	\$272.16
Principal Scientist/Engineer	\$232.00	-	\$238.26
Senior Scientist/Engineer	\$208.00	-	\$213.62
Associate Scientist/Engineer	\$186.00	-	\$191.02
Assistant Scientist/Engineer	\$165.00	-	\$169.46
Scientist II	\$148.00	-	\$152.00
Scientist I	\$136.00	-	\$139.67
Senior Technician II	\$120.00	-	\$123.24
Senior Technician I	\$105.00	-	\$107.84
Technician/Administrative	\$84.00	-	\$86.27
Subconsultant: GEI Inc.			
Principal-in-charge Grade 8	-	\$370.00	\$370.00
Project Manager Grade 7	-	\$330.00	\$330.00
Senior Engineer – Grade 5	-	\$244.00	\$244.00
Project Professional Grade 4	-	\$207.00	\$207.00
Senior CADD Drafter	-	\$184.00	\$184.00
CADD Drafter	-	\$168.00	\$168.00
Administrative Support	-	\$137.00	\$137.00

REIMBURSABLE COSTS (NEW)

EQUIPMENT/UNIT NAME	ACTUAL COST RATES				
	PIECE	PER HOUR	PER DAY	PER WEEK	PER MONTH
GPS RTK GNSS Survey Package	1	N/A	\$600	N/A	N/A
Water Quality Meter YSI EXO 2	1	N/A	\$300	N/A	N/A
Water Quality Meter YSI Pro DSS	1	N/A	\$150	N/A	N/A

Note: Reimbursable Costs are paid at the Actual Cost Rates. These rates will remain fixed for the duration of this Agreement.

**AMENDMENT NO. 1 TO AGREEMENT A4932A
 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 Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on December 31, 2028, 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

Task	Description	Duration From Notice to Proceed Due Date
1	Project Management	Duration of Agreement
2	Planning and Permitting Support	December 2028
3	Ogier Ponds Restoration Project Technical Support	August 2028
4	Phase 2 Coyote Percolation Dam Design	August 2028
5	Live Oak Restoration Reach Design Support and Field Support	December 2027
6	Supplemental Services	Duration of Agreement
7	FOCP Monitoring	January 2027

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 1 TO AGREEMENT A4932A
 REVISED 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
Sapna Khandwala	Principal-in-charge	Contract Oversight	2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705 (510) 848-8098 x125 sapna@stillwatersci.com
Ethan Bell	Principal-in-charge	Quality Control/Senior Oversight Fisheries	895 Napa Ave, Suite B-3 Morro Bay, CA 93442 (805) 570-7499 ethan@stillwatersci.com
Katherine Ayres	Principal Scientist	Project Manager	279 Cousteau Place #400 Davis, CA 95618 (206) 817-7112 kayres@stillwatersci.com

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

Firm	Project Role	Contact Information
GEI Inc.	Structural Engineering	Krishna Amirineni 11010 White Rock Road, Suite 200 Rancho Cordova, CA 95670 (916) 596-0790 kamirineni@geiconsultants.com

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED 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	Ogier Ponds Feasibility Study : Feasibility of Removing Surface Hydraulic Connection Between Coyote Creek and Ogier Ponds (Consultant: Todd Groundwater) March 2018 https://californiarevealed.org/do/07aaf9e7-1e7f-4ea2-9134-1a6e167769d2
4	Draft Environmental Impact Report dated September 1, 2023 https://www.valleywater.org/public-review-documents
5	Final Environmental Impact Report dated February 25, 2025 https://www.valleywater.org/public-review-documents
6	Flosi, G., S. Downie, J. Hopelain, M. Bird, R. Coey, and B. Collins. 2010. California salmonid stream habitat restoration manual. Fourth edition. Prepared by California Department of Fish and Game, Sacramento, California.
7	National Marine Fisheries Service (NMFS) 2023. NOAA Fisheries West Coast Region Anadromous Salmonid Passage Design Manual, NMFS, WCR, Portland, Oregon. Addendum #1.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)