

**AMENDMENT NO. 4 TO STANDARD CONSULTANT AGREEMENT A3716G  
BETWEEN SANTA CLARA VALLEY WATER DISTRICT AND HDR ENGINEERING, INC.**

This Amendment No. 4 (Amendment), effective as of \_\_\_\_\_, effective as of the date it is fully executed by Parties, amends the terms and conditions of the Standard Consultant Agreement A3716G (Agreement) dated December 10, 2013, as amended by Amendment No. 1 dated December 14, 2016, as amended by Amendment No. 2 dated January 6, 2017, as amended by Amendment No. 3 dated July 17, 2017, between SANTA CLARA VALLEY WATER DISTRICT (District) and HDR ENGINEERING, INC. (Consultant), collectively, the Parties.

**RECITALS**

WHEREAS, the Parties entered into the Agreement to prepare an Environmental Impact Report (EIR) to evaluate the measures set forth in the Fish Habitat Restoration Plan and the Fish and Aquatic Habitat Collaborative Effort (FAHCE) Settlement Agreement obligations to fulfill California Environmental Act (CEQA) requirements; and to develop scientifically sound, legally defensible documents in support of the 15 Water Right Change Petitions (Change Petitions) filed by the District in Nov. 2015 in support of implementation of the FAHCE Settlement Agreement;

WHEREAS, the Parties amended (Amendment 1) the Agreement to remove Environmental Impact Statement (EIS) tasks and to reallocate funds to focus on FAHCE Settlement Agreement obligations and prepare an EIR to fulfill CEQA requirements; and undertake Modeling Study Plan tasks to support the alternatives analysis;

WHEREAS, the Parties amended (Amendment 2) the Agreement to have the Consultant coordinate and lead the Technical Work Group to complete additional Biological Evaluation tasks; to revise the Fish Habitat Restoration Plan (FHRP), and to provide associated supplemental services and project management needed to support the State Water Resource Control Board approval of Change Petitions for 15 Water Rights;

WHEREAS, the Parties amended (Amendment 3) the Agreement to modify consultant and sub-consultant's key staff assigned to the project, to add insurance requirements for new sub-consultant, Robertson Bryan, Inc. to perform fisheries advisory services for continuity in the Technical Working Group (TWG) meetings;

WHEREAS, the Parties desire to further amend the Agreement to address a necessary expansion of the CEQA analysis to evaluate two CEQA baselines; include additional alternatives analysis; enable a detailed examination of multiple CEQA alternatives and assess their cumulative impacts; allow for model refinement and analysis of a new, additional scenario; provide for technical analysis and documentation in support of the EIR and water right change petitions; finalize the FHRP; include additional project management and stakeholder engagement support including TWG, Initialing Parties and Board meeting support; a lengthened schedule (additional Project Management (PM) support) and additional rounds of review for the EIR and FHRP;

WHEREAS, the Parties desire to amend the Agreement to allocate funds for additional work on Tasks 1, 3, 4, 5, 6, 7, 8, and 9;

WHEREAS, the Parties desire to amend the Agreement to add new sub-consultant, FlowWest LLC, to perform environmental planning services, to add insurance requirements for FlowWest LLC.

WHEREAS, the Agreement, as amended by Amendment 4, expires on June 30, 2020;

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WHEREAS, the Parties desire to amend the Agreement to increase the not-to-exceed amount by \$1,844,986 for a total Agreement not-to-exceed amount of \$4,016,157;

WHEREAS, the Parties desire to amend the Agreement to modify consultant and sub-consultant's key staff, including their hourly rates;

WHEREAS, the Parties desire to amend the Agreement to add insurance requirements for new sub-consultant, FlowWest LLC to perform environmental planning services.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein and notwithstanding any provision to the contrary in the Agreement, District and Consultant hereby agree as follows:

1. APPENDIX ONE, SCOPE OF SERVICES, is amended to expand certain existing tasks and add additional tasks as set forth in the attached Amendment No. 4 and incorporated herein by this reference.
2. APPENDIX TWO, FEES AND PAYMENTS, is amended as set forth in the attached REVISED APPENDIX TWO, FEES AND PAYMENTS, and incorporated herein by this reference.
3. APPENDIX THREE, SCHEDULE OF COMPLETION, is amended as set forth in the attached REVISED APPENDIX THREE, SCHEDULE OF COMPLETION, and incorporated herein by this reference.
4. In the REVISED APPENDIX FOUR add the following to the REVISED TABLE IV-A:

Company	Project Role	General Liability		Auto Liability	Professional/Errors and Omissions Liability		Worker's Compensation
		Per Claim	Aggregate	Limit	Per Claim	Aggregate	Limit
FlowWest, LLC	Environmental Planning	\$1,000,000	\$2,000,000	\$1,000,000	\$3,000,000	\$3,000,000	\$1,000,000

All other terms and conditions of Agreement A3716G, Amendment No. 1, Amendment No. 2, Amendment No. 3, and not otherwise amended by this Amendment No. 4 remain in full force and effect.

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 4 TO AGREEMENT A3716G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT

HDR ENGINEERING, INC.

\_\_\_\_\_  
Norma J. Camacho  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Holly Kennedy, PE  
Sr. Vice President

\_\_\_\_\_  
Date

Consultant Address:

100 Pringle Avenue, Suite 400  
Walnut Creek, CA 94596

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SCOPE OF SERVICES**

Amendment 4 provides changes in Appendix One of Amendment No. 1 and 2, specifically: Section IV. PROJECT TASKS as follows:

1. Expanded work for Project Management Tasks 1.1.1, 1.1.3, 1.1.4, 1.1.5, 1.1.6, 1.2.2, and 1.2.3;
2. Expanded scope of work for Modeling Tasks 3.2.3;
3. Additional review and revisions for Fish Habitat Restoration Plan (FHRP) Task 3.3.3;
4. Expanded CEQA analysis under Task 4.0 through 8.0; and
5. Expanded scope of potential supplemental services under Task 9.0.

This Amendment 4 scope is prepared to outline work necessary to complete the preparation of the FAHCE EIR for the District Board's consideration and certification and to complete the associated studies. This Amendment 4 identifies all work completed prior to the execution of this Amendment 4 as well as additional work necessary to enable certification of the FAHCE EIR. The additional scope under this Amendment 4 is specified in the following amended or new tasks:

Task 1.0 - Project Management and Coordination

Task 3.0 - Environmental Project Description, Project Alternatives

3.2.3.1 - Water Temperature Modeling

3.2.3.4.2 - Methodology for Biological Evaluation

3.2.3.4.3 - Compile Biological Evaluation Results

3.3 - Fish Habitat Restoration Plan

Task 4.0 - Draft Environmental Impact Report

4.1.2.a - Expanded Introduction and Project Description (Chapters 1 & 2 of EIR)

4.1.2.b - Additional Alternatives Development and Analysis

4.1.2.c - Draft Environmental Setting and Impact Analysis

4.2 - Second Internal Administrative Draft EIR

Task 5.0 - Public Draft EIR (including Screen Check)

Task 6.0 - Public Meetings

Task 7.0 - Prepare Final Environmental Documents

Task 8.0 - Prepare Public Final Documents for Agency Approval

Task 9.0 - Supplemental Services

#### **IV. PROJECT TASKS**

##### **TASK 1.0 – Project Management and Coordination**

This task is amended to reflect additional deliverables to provide project management and coordination of the project to complete the FAHCE EIR and associated studies, including additional meetings with the Technical Work Group (TWG), the Initialing Parties (IP), various committees, project leadership, executive management, and the Board; Expansion of the Administrative Record, and meeting materials and notes.

Prior to July 1, 2018, Consultant had completed or initiated the following deliverables identified in Amendments 1 and 2:

- 1.1.1 Status reports and invoices through June 2018 (versus a scope duration through September 2017); Status: Ongoing through project completion
- 1.1.2 Document Preparation Plan;
- 1.1.3 Administrative Record; Status: Ongoing through project completion

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- 1.1.3.1 TWG Meeting Facilitation and Notes for 29 TWG meetings (versus original scope of 24);
- 1.1.3.2 Status reports for the TWG Model Study Plan and Biological Evaluation; Status Ongoing through Task 5.0 completion.
- 1.1.4 Weekly calls with District Staff for 30 (versus the original scope of 18) months;
- 1.1.5 Weekly calls with District Leadership for 30 (versus the original scope of 18) months.
- 1.2.1 Project kickoff meeting;
- 1.2.2 Technical support at 29 TWG Meetings (versus original scope of 24 meetings);
- 1.2.3: Facilitated, presented/participated in 13 (versus the original scope of 12) IP Meetings.

In contrast to earlier phases of this Agreement, the scope of work and associated level of effort for the Task 1.0 has expanded to include the following:

- An extended timeline of 24 months resulting in continued monthly reporting, invoicing, and project meetings associated with that extension; and
- Additional TWG, IP, and other meetings, as defined, that were not anticipated in earlier phases of this planning process.

Project Management Tasks 1.1.1, 1.1.3, 1.1.4, 1.1.5, 1.1.6, 1.2.2, and 1.2.3 from Amendment 1-3 have been consolidated to clarify the additional support required and to streamline reporting. The Consultant shall be available to complete the following tasks and deliverables (beginning July 1, 2018 through June 30, 2020):

1. Provide 24 additional monthly status reports (Electronic MSWord and MS Excel).
2. Prepare for, facilitate, and summarize key outcomes for one additional TWG meeting.
3. Prepare for, facilitate, and provide technical support for three additional resource agency meetings.
4. Prepare for, participate, and summarize key outcomes for three additional IP meetings.
5. Participate in up to 50 weekly project deliverable focused conference calls to coordinate with District technical team for timely resolution of issues or concerns;
6. Prepare for and participate in up to 50 weekly coordination calls with District leadership team to support policy level discussions as needed;
7. Facilitate, prepare for, and/or participate in up to 5 outreach or other meetings, as requested by the District;
8. Prepare and maintain the FAHCE EIR administrative record to document the administrative proceedings and decision making process for the FHRP and other project approvals.

**Assumptions/District Support include:**

1. For each TWG, resource agency, and IP meeting, the District will provide a preliminary meeting agenda, District will send meeting invitations, post meeting materials and meeting summaries including key decisions for administrative records.

**Task 2.0 – Scoping Meetings (task complete)**

Task 2 is complete; no further work is anticipated. Prior to July 1, 2018, Consultant had completed the following Task 2 deliverables identified in Amendments 1 and 2:

**2.1 Deliverables:**

- 2.1.1 Scoping Meeting Notice, draft and final
- 2.1.2 Scoping Meeting Materials;
- 2.1.3 Scoping Meeting Notes;

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- 2.2 Scoping Report (Draft and Final);
- 2.3 Initial Study (Draft and Final Initial Study).

**Task 3.0 – Project Description, Project Alternatives**

Prior to July 1, 2018, the Consultant had completed or initiated the following deliverables identified in Amendments 1 and 2:

3.2.1 Draft EIR Chapters 1 (Introduction) and 2 (Project Description), comment review and response to comments and updated Chapters 1 and 2; Final draft chapters to be incorporated in the admin draft EIR in Task 4.1.2.

In contrast to earlier phases of the Agreement, the scope of work and associated level of effort for the Task 3.0 is expanded under this Amendment 4 to include:

- Review of additional data (e.g., newly identified temperature data).
- Review of additional rounds of model results.
- Review of additional model scenarios.

This Amendment 4 includes efforts to support additional modeling, review, and analysis as a result of the need for expanded CEQA alternatives necessitated by the project. This Amendment 4 will enable Consultant to update the temperature modeling and habitat availability estimation, provide for additional review and processing of complex model outputs, and enable clarification of potential biological impacts that will be analyzed as part of the EIR.

**Task 3.2.3.1 Refine Temperature and Flow Analysis: Water Temperature Modeling**

Prior to July 1, 2018, the Consultant had completed or initiated the following deliverables identified in Amendment 1: 1) Draft Temperature Estimation Methodology Technical Memorandum (TM); 2) Coordination with SEI to refine temperature regressions – ongoing; 3) Multiple rounds of updates for the temperature regressions - ongoing.

Consultant shall update the temperature regressions to incorporate new data and update the Water Temperature Estimation Methodology Technical Memo (TM).

**Consultant Deliverables include:**

1. Updated and finalized temperature regression coefficients for SEI to incorporate into the WEAP model runs;
2. Updated Water Temperature Estimation Methodology Technical Memo along with coding or programming associated with development and updates of temperature regression coefficients, based on updates and input by the District team.
3. If necessary, the Consultant shall conduct coordination meetings with District staff and SEI to confirm the updates are reasonable and supported before finalizing the temperature regressions and finalizing the TM (budgeted for in Task 1). Consultant will update and QC water temperature model outputs from SEI for up to one round.

**Assumptions/District Support include:**

1. District will identify issues to be addressed in updated temperature regressions based on the review of updated model results.

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2. District will provide available data for Consultant's considerations and provide additional insights on any new data provided.
3. District will provide feedback on updates to the TM.
4. District will conduct WEAP model temperature reviews and coordinate model validations as needed to inform Consultant the key outcomes from the review cycle.

**Task 3.2.3.2 – Support Biological Analysis Proposed by CDFW**

Prior to July 1, 2018, Consultant had completed the following deliverables identified in Amendment 1: 1) Draft and Final Modeling Study Plan; 2) Multiple presentations to TWG on establishing locations and reaches to support impact analysis; and on evaluation criteria, biological significance criteria. This task evolved into the Biological Evaluation in Task 3.2.3.4.1 described in Amendment 2. As a result, this task was superseded and replaced.

**Task 3.2.3.3 – Application of Model Outputs**

Prior to July 1, 2018, Consultant had completed the following deliverables identified in Amendment 1: Presentations to the TWG on water demand analysis and definition of modeling scenarios to represent the CEQA alternatives. The task evolved into the Biological Evaluation in Task 3.2.3.4.1 described in Amendment 2. As a result, this task was superseded and replaced.

**Task 3.2.3.4.1 – Draft Work Plan for Biological Evaluation**

Prior to July 1, 2018, Consultant had completed the following deliverables identified in Amendment 2: Draft(s) and final Biological Evaluation Work Plan.

**Task 3.2.3.4.2 Methodology for Biological Evaluation**

Prior to July 1, 2018, the Consultant had completed the following deliverables identified in Amendment 2: Draft Habitat Availability Estimation Methodology TM;

In contrast to earlier phases of this Agreement, the scope of work and associated level of effort for the Task 3.2.3.4.2 has expanded to include incorporation of additional rounds of comments and rectification of the methodology to reflect actual model development in WEAP.

Consultant shall finalize the Habitat Availability Estimation Methodology TM taking into consideration comments by the District and TWG members, and the modifications that occurred during model development.

**Consultant Deliverables include:**

1. Finalized Fisheries Habitat Availability Estimation Methodology Technical Memorandum.
2. Response to comments received from District and TWG members
3. If necessary, the Consultant shall lead coordination meetings with District staff and SEI to resolve issues regarding the methodology or the results before finalizing the TM (budgeted for in Task 1).

**Assumptions/ District Support include:**

1. The District will assist in organizing comments and participate in comment resolution meetings if necessary.

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**Task 3.2.3.4.3 Compile Biological Evaluation Results**

Prior to July 1, 2018, the Consultant had completed the following deliverables identified in Amendment 2: 1) coordinated with SEI through multiple rounds of review to define model output formats; 2) reviewed multiple rounds of draft WEAP model results; 3) Compiled draft evaluation results (based on preliminary WEAP outputs) for all model scenarios and presented those to the TWG.

In contrast to earlier phases of the Agreement, the scope of work and associated level of effort for the Task 3.2.3.4.3 has expanded to include review and documentation of additional rounds of model results and additional model scenarios.

Consultant shall obtain data and information needed to evaluate the biological and habitat results for use in the EIR. This task includes reviewing and summarizing relevant data and information, and analysis of impacts to species and habitats as a result of the various CEQA alternatives.

**Consultant Deliverables include:**

1. Coordination meetings with District staff regarding model output and reporting format.
2. Consultant will present model results at one TWG meeting.
3. Consultant will provide the District a working draft of the biological impacts analysis for the EIR for discussion and issue resolution.
4. Consultant will provide a draft and final biological evaluation technical memo for incorporation into the EIR (assumes 7 model output comparisons and contextual scenarios necessary to support the analysis).
5. Consultant will prepare a response to comments matrix for each formal review cycle.
6. Consultant will provide associated coding or programming for data extraction, data processing or analysis.

**Assumptions/District Support include:**

1. The District will be available as requested by the Consultant for discussion and issue resolution on working drafts.
2. The District will facilitate information sharing on modeling work and model results.
3. The District will repackage WEAP model data output and as agreed to by the Parties, the District will provide figures and tables for the various model scenarios to display and quantify comparative differences of the alternatives for incorporation into the technical memo.
4. The District will provide consolidated comments or additional information, as requested by the Consultant.

**Task 3.3 Fish Habitat Restoration Plan (FHRP)**

Prior to July 1, 2018, the Consultant had completed or initiated the following deliverables identified in Amendment 2:

3.3.1 Two drafts and final FHRP outline.

3.3.2 Draft FHRP Chapters (Chapters 1-8).



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- 3.3.3 Second Administrative Draft of FHRP Chapters (Chapters 1-8) with response to comments
- 3.3.4 Final Draft of Administrative Draft of FHRP Chapters (Chapters 1-6) with response to comments; Status: Ongoing to be incorporated with deliverables described below.
- 3.3.5 Final FHRP Chapters (Two iterations of Chapter 1; Chapters 2-3); Status: Ongoing to be incorporated with deliverables described below.

In contrast to earlier phases of this Agreement, the scope of work and associated level of effort for the Task 3.3 has expanded to include

- One additional round of review of each chapter of the FHRP
- Revise and finalize the FHRP to account for all the additional comments received and other information relevant to completing the FHRP

Consultant will be responsible to revise and finalize the FHRP taking into consideration all comments received; incorporate new information (project definition), including both flow and non-flow measures needed to address Sections VI, VII of the FAHCE Settlement Agreement and supports the water rights change petitions. Consultant shall finalize the FHRP after considering additional comments reflective of technical expertise, QA/QC reviews, and other proposed edits.

**Consultant Deliverables include:**

1. One additional internal draft of the FHRP that addresses all comments received from the internal review process and incorporates all tables and figures.
2. Final FHRP that addresses comments received from the internal review process and which will be included with the Public Draft EIR.

**Assumptions/District Support include:**

1. District will provide maps and figures, as requested by the Consultant.
2. District will solicit and organize comments and input from both internal and external reviewers.
3. District will be available to address questions and provide guidance as needed.
4. Any update to the final FHRP included in the public draft of the EIR is outside of the scope of this Task 3.3, but may be completed as supplemental services under Task 9.

**Task 4.0 – Internal Draft Environmental Impact Report**

Prior to July 1, 2018, the Consultant had completed the following deliverables identified in Amendments 1 and 2:

- 4.1.1 Working Administrative Draft Program EIR (Submitted in 2015); This task is complete. [With the introduction of the modeling study plan and later the biological work plan, the scope of the EIR changed and as a result, the Second Administrative Draft EIR was amended in Task 4.1.2 in Amendment 2.]
- 4.1.2 Deliverables:
  - Draft and Final EIR Outline
  - Internal Draft of Thresholds of Significance/Methodology Memoranda (14 separate resources submittals)
  - Internal draft templates for environmental setting and impact analysis.

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In addition to tasks and deliverables contained in previous amendments of this Agreement, the scope of work and associated level of effort for Task 4.0 has expanded to include:

- A refined project description to fully define the scope of CEQA Project. This include an expanded project description, including the State Water Resources Control Board's approval of the District's water right change petitions. This was developed with the District team and CEQA attorney in the framing of the CEQA scope of analysis.
- Additional nine resource areas requiring a more detailed review as a result of the initial study and subsequent District input;
- Newly defined CEQA alternatives based on new information from the modeling work
- Analysis of both a current baseline and a future baseline for model-dependent resource areas to address full capacity of the overall watershed and future water demands.
- Analysis of each alternative at the same level of detail across all resource areas.
- Analysis of cumulative impacts for all project alternatives across all resource areas.
- Expanded team collaboration and engagement necessary to complete the analysis.
- Additional rounds of collaboration, or addition of new reports or data or reviews of the internal draft versions of the EIR for refinements

In summary, the expanded work addresses the needs for two CEQA baselines, for conducting additional alternatives analysis with a detailed examination of multiple CEQA alternatives, and for a detailed cumulative analysis across the alternatives. In addition, new resource areas shall be included in the EIR for detailed evaluation and all environmental resource sections will require Consultant to incorporate additional data and conduct new and additional analyses.

**Task 4.1.2.a Expanded Introduction and Project Description (Chapters 1 & 2 of EIR)**

The scope of analysis, organization, content, and focus of the project description required for the EIR have evolved during the initial study and project scoping requiring additional effort to reorganize and refine the project description to meet the project objectives of FAHCE. The scope of the CEQA analysis covers not only the FHRP implementation but also proposed changes to water rights and execution of lake and stream bed alteration agreement (LSAA) to enable implementation of the FHRP. Additionally, the EIR project description will now include a description of the current restricted operational capacity of District Reservoirs due to seismic restrictions imposed by the Division of Safety of Dams, and the full operational capacity of the District Reservoirs once those seismic restrictions are lifted as a result of the completion of future reservoir seismic upgrades, resulting in two CEQA baselines that were not previously anticipated.

**Consultant Deliverables include:**

1. Revised Draft of Chapter 1 (Introduction) and Chapter 2 (Project Description) for inclusion directly into the 2<sup>nd</sup> Internal Administrative Draft EIR as specified in Task 4.5 below.

**Assumptions/District Support include:**

- District will provide GIS figures as requested by the Consultant;
- District will provide a summary of major changes in water supply operations and habitat restoration efforts since 1996 and FAHCE related activities;
- District will provide project description detail for selected topics, including public involvement and agency coordination through term of project, update on status of water rights change petitions, facilities that the District will seek LSAAs, how climate change was considered in

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modeling, instream recharge data, and projected physical changes related to non-flow measures.

**Task 4.1.2.b Additional Alternatives Development and Analysis**

This expanded scope includes a redefined No Project alternative, a FAHCE non-flow measures only alternative, and an enhanced flow measures alternative (“FAHCE Plus”), each of which is to be analyzed at an equal level of detail. In addition, this includes a discussion of interim conditions (current 2015 baseline) versus removal of seismic restrictions conditions for each alternative (future 2035 baseline).

The Consultant shall analyze alternatives and the proposed project at an equal level of detail and provide a comparative analysis.

**Consultant Deliverables include:**

1. The analysis of alternatives, as described, shall be defined, and included in the 2<sup>nd</sup> Internal Admin Draft EIR.

**Assumptions/District Support include:**

- District will provide preliminary definition for each alternative for inclusion in the EIR. Consultant shall refine and finalize for integration into the document.
- District will provide a summary of alternatives considered and eliminated from further evaluation with justification for omission.

**Task 4.1.2.c Draft Environmental Setting and Impact Analysis (new sub-task)**

The Initial Study identified the new resource topics for analysis in the EIR that were not included in the previous scope, these topics include:

- Air Quality
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions and Energy Usage
- Growth Inducing Impacts
- Noise
- Recreation (model-driven resource topic)
- Tribal Cultural Resources
- Utilities

The Consultant shall evaluate impacts for these new resource sections and address the cumulative effects analysis for these sections.

The Consultant shall evaluate impacts for those resource sections that do not rely on the results of the biological modeling, including Air Quality, Geology, Greenhouse Gas and Energy Usage, Cultural Resources, Terrestrial Biological Resources, Tribal Resources, Noise, Utilities, Growth Inducement, and the cumulative effects analysis for these sections.

Concurrently, as the biological modeling advances the Consultant shall prepare new analyses for Recreation, Fisheries and Aquatic Resources, Hydrology, Groundwater, Water Supply, and

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Water Quality. These evaluations will be new analyses based on modeling results and incorporation of both a current and future CEQA baseline of present day (interim conditions) versus when all District facilities have been seismically retrofitted to full operation including full rule curve implementation. Sections will incorporate a more detailed consideration of the potential impacts that might result from full implementation of the proposed Rule Curve.

The Thresholds of Significance/Methodology technical memos (TMs) have been completed and the District and legal team have provided comments. The Consultant shall respond to District/legal comments and meet with the review team to resolve conflicts or gain clarity before initiating the environmental analysis.

**Consultant Deliverables include:**

1. Up to 3 meetings with District/legal staff to clarify resource-specific methodology.
2. Response to comments on the Thresholds of Significance/Methodology TMs and meeting to resolve conflicts if necessary.
3. Working draft of the environmental impact analysis for the non-model-driven resource topics, including chapter introduction sections, and associated cumulative analyses
4. Up to 3 meetings with District staff to clarify non-model-driven data, information needs, issues, or concerns.
5. Submittal of a working draft of the environmental impact analysis for remaining model-driven resource topics including associated cumulative analyses
6. Up to 5 technical resource breakout sessions with District technical teams during the initiation of the ADEIR impact review.
7. Consultant shall submit to the District and its team for review a revised environmental impact analysis sections incorporating District comments into the 2<sup>nd</sup> Internal Admin Draft EIR.

**Assumptions/District Support include:**

- Finalizing Thresholds of Significance/Methodology TMs is not needed as comments are to be addressed in the 2<sup>nd</sup> Internal Draft EIR.
- Non-flow measures will be evaluated at the programmatic level while flow measures will be analyzed at a project level based on model outputs.
- It is assumed that model-driven resource topics will rely on the timeframe for defining flow-based alternatives.
- This scope assumes that the following is not necessary for the draft EIR:
  - new terrestrial field surveys
  - visual or traffic effects analysis or associated simulations
  - specific modeling of economics effects or any other modeling except that described specifically in this scope of work
  - any other modeling not specifically identified herein.
- As requested, The District will provide information on:
  - Rule curves for the No Project and the FAHCE Plus Alternative through collaboration with the Consultant, and other experts and stakeholders.
  - Operations insights and other programs/projects/activities including updates on water rights change petitions for considering in the EIR analysis as requested by the Consultant.
  - Cumulative activities to be considered in the EIR
- Consultant will coordinate timing of information requests, alternatives and cumulative analyses with the project analysis for efficiency and to allow adequate time for evaluation.

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**Task 4.2 Second Internal Administrative Draft EIR**

Prior to initiating the 2<sup>nd</sup> Internal Administrative Draft EIR efforts, Consultant shall review and corroborate approaches for key issues identified during the prior planning process. Consultant shall participate in a Validation of Approach Review Meeting with the District and its CEQA attorney to review and validate the planning process going forward. The purpose of this review is to avoid redundancies, maintain consistency, identify and address risks, and to prepare for quality delivery of a 2<sup>nd</sup> internal administrative draft EIR.

Consultant shall revise all chapters of the working Internal Administrative Draft EIR incorporating comments and input received on the 1<sup>st</sup> Administrative Draft EIR. The Consultant shall then submit a complete and compiled 2<sup>nd</sup> internal administrative draft of the EIR to the District for another round of review.

**Consultant Deliverables include:**

1. Summary of key issues and resolutions identified in Tasks 4.1.2;
2. Consultant team members will participate in a meeting with District team to validate the approaches for resolving key issues.
3. The Consultant shall schedule an in-person progress review, to discuss any conflicting comments or gain clarity on the path forward.
4. Submittal of a complete 2<sup>nd</sup> Internal Administrative Draft EIR which includes: Table of contents, Executive Summary, all EIR chapters (including tables and figures), and all appendices.
5. Organized and upload files to the District designated shared drive for all sections, appendices, and references used in the EIR.

**Assumptions/District Responsibilities:**

- Completeness of deliverable is contingent of timely receipt of District-led models, figures, appendices, and information.

**Task 5.0 – Public Draft EIR**

Consultant shall revise the 2<sup>nd</sup> Internal Administrative Draft and submit a Screen Check Draft EIR based on a consolidated set of comments received from the District's project team. The Consultant shall also draft a Mitigation Monitoring and Reporting Program (MMRP) in compliance with CEQA Guideline Section 15097 and District Standards. The Consultant will schedule an In-Progress Review with the project team to review the comments received on the Screen check Draft EIR and confirm readiness of the document for public release. Consultant will again revise the document one final time in a manner acceptable to the District and submit the Public Review Draft EIR to the District.

Consultant shall provide each iteration that adequately addresses comments received and free of editorial or formatting errors and coordinate In-Progress review or comment resolution meetings to ensure effectiveness and efficiency.

**Consultant Deliverables include:**

1. Participate in one In-Progress Review or comment resolution meetings to review and finalize strategies for addressing internal comments received.

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SCOPE OF SERVICES**

2. Screen-check version of the Draft EIR
3. Public Draft EIR ready for distribution

**TASK 6.0 – Public Meetings**

The Consultant shall conduct 2 public meetings during the public review period and certification of the EIR.

**Public Draft EIR Public Meeting:** The Consultant shall conduct 1 public information meeting during the public review period. Consultant technical staff and the Consultant’s CEQA Task Lead will facilitate and attend the meeting to support the District. A brief presentation will be made by Consultant regarding the proposed project, environmental process, a summary of the range of alternatives analyzed in the EIR, and the process to produce the Final EIR.

**District Certification Hearing:** For certification of the EIR, the District will conduct a public hearing. This hearing will most likely be held at a regularly scheduled District Board meeting. Consultant will prepare a PowerPoint presentation to be given at the meeting by District staff. Consultant technical staff and the Consultant’s CEQA Task Lead will attend the meeting to respond to comments.

Additional meetings/hearings shall be performed under Task 9, Supplemental Services.

**Consultant Deliverables include:**

1. Meeting materials (hardcopy of sign-in sheet(s), electronic version of public hand-outs for District printing, and up to six (6) display-ready presentation boards).
2. Prepare for, facilitate and present at the public meeting, any necessary information, including but not limited to: the proposed project, environmental process, a summary of the range of alternatives analyzed in the EIR, and the process to produce the Final EIR.

**Assumptions/District Support include:**

- District is responsible for noticing the public involvement process, any room rental costs, public notifications and publishing, postage or other direct costs associated with Public Meetings.
- Consultant will support District in developing Distribution List for public information meeting.
- The District and Consultant have assumed that only 1 Public Draft EIR Review meeting and 1 EIR certification hearing with the Board will be required.
- Up to 4 Consultant staff will attend the public meetings, including Consultant’s CEQA Task Lead.

**Task 7.0 – Prepare Final Environmental Documents**

**Task 7.1 Comment Collection and Resolution**

Consultant shall review all comments received through the District and if necessary, work with the District to extract relevant comments in a tabular format. Each comment letter will be bracketed with numbers for each specific comment, and responses will be provided for each numbered comment. Master Responses will be prepared for comments that recur in numerous comment letters. Consultant shall draft responses or otherwise designate the appropriate responder, including District staff. Consultant shall facilitate a comment response meeting with

**AMENDMENT NO. 4 TO STANDARD CONSULTANT AGREEMENT A3716G  
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SCOPE OF SERVICES**

the District to refine responses. Consultant shall prepare responses to comments as a Final EIR chapter,

**Consultant Deliverables include:**

1. Draft response to comments to facilitate comment resolution discussion with District
2. Participation in comment processing meeting
3. Responses to comments in format which consists of bracketed comment letters and responses to each bracketed comment, which will include references to associated Master Responses. Revisions to the Draft EIR will be described in the comment responses but made directly in the Final EIR.

**Assumptions/District Support include:**

- District will collect all comments received during the public review period and provide to Consultant collectively.
- District will collate all comments into a spreadsheet format for team processing.
- Consultant will provide responses to no more than 600 individual comments.
- Consultant will provide comment responses in spreadsheet format and necessary revisions will be made in red-line format in the Final EIR. The Consultant will not provide individual response letters.
- Comments will not result in the need for changes to the project description or alternatives, new analysis, studies, or redistribution of the draft EIR for public review.

**7.2.—Final PEIR**

**7.2.1.—Internal Administrative Final PEIR**

Consultant shall prepare an Administrative Final Programmatic EIR which will include underline and strike-out format to show revisions, Draft EIR comments, and responses to Draft EIR comments. The Consultant shall schedule an In-Progress Review with the project team to review the comments received on the Draft EIR.

**Consultant Deliverables include:**

- Participate in one In-Progress Review or comment resolution meetings to review and finalize strategies for addressing external comments received.
- Internal Administrative Final PEIR

**7.2.2.—Draft Findings and Statement of Overriding Considerations**

Consultant shall prepare the Administrative Draft and Final CEQA Findings and Statement of Overriding Considerations (in the event that there are significant and unmitigated impacts), and provide them for review. Based on comments received on the Administrative Draft Findings and Statement of Overriding Considerations, Consultant will revise both documents.

**Consultant Deliverables include:**

- Administrative Draft CEQA Findings and Statement of Overriding Considerations
- Final CEQA Findings and Statement of Overriding Considerations

**Task 8.0 – Prepare Public Final Documents for Agency Approval**

**AMENDMENT NO. 4 TO STANDARD CONSULTANT AGREEMENT A3716G  
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SCOPE OF SERVICES**

Consultant will prepare a draft and final Notice of Determination (NOD) for District review and use. Consultant will prepare and provide to District paper and electronic copies of the EIR, including the response to comments and revisions to the Draft PEIR in strike out and delete mark up. Some or all appendices will be provided on an embedded DVD.

**Consultant Deliverables include:**

- Draft NOD
- Final NOD

**Assumption:**

The NOD will be filed by the District at the State Clearinghouse.

**TASK 9.0 – Supplemental Services**

The District may require, and Consultant shall perform, Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, Consultant must obtain written authorization from the District Project Manager in the form of a Task Order (See Revised Appendix One, Revised Attachment Three, Task Order Template). Written authorization will state the agreed upon scope of the services requested, associated not-to-exceed fees, and any schedule impacts. The task descriptions described herein are preliminary, and do not serve as the final scope of services required for inclusion in the Task Order. Under no circumstances shall the Consultant start work on Supplemental Services without a signed Task Order executed by the District Project Manager.

The Consultant may perform, per authorization by signed Task Order executed by District Project Manager, the following Supplemental Services:

- A. Increased effort associated with the increase in the scope of analysis, as defined under Task 4.0 (ADEIR). Proportional increases are estimated for the remaining deliverables including the Administrative Final EIR and Final EIR (Tasks 6.0, 7.0 and 8.0). These efforts should be revalidated after completion of the Public Draft DEIR and during the Public Draft Review phase.
- B. Increasing the number of drafts and/or review iteration cycles of the internal administrative Draft and Final EIRs, and public Draft and Final EIRs, beyond that specified in the Agreement scope of work up to and including this Amendment 4.
- C. Additional public outreach activities including technical input on outreach materials (project fact sheets, frequently asked questions), special meetings, or additional community meetings.
- D. Change in the number of meetings or workshops as detailed in the scope of services. Potential changes in the number of the following types of meetings:
  1. Public Meetings (Task 6.0).
  2. Internal meetings / workshops with District Staff, outside experts, District CEQA attorney, and Board (Task 1.0).
  3. Additional and expanded participation in outreach activities



**AMENDMENT NO. 4 TO STANDARD CONSULTANT AGREEMENT A3716G  
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SCOPE OF SERVICES**

4. Additional and expanded participation in Special Meetings with District staff, District CEQA attorney, District Board
  5. Additional and expanded participation in IP/TWG meetings
- E. Comment collection and resolution of public, agency, and stakeholder comments received during the DEIR Public Review Period. This effort might include collection by Consultant of comments, and drafting of the response to comments. Supplemental effort estimate assumes of more than 600 individual comments. Additional effort might result from receipt of more than anticipated comments, if Consultant gains responsibility for collating and processing comments, if additional meetings to address comment responses are required, or if methodology for responding changes. Those changes should be scoped and costed accordingly.
- F. Review additional data and/or perform additional analyses in support of the water rights change petitions (e.g., trending analyses, literature reviews, etc.).
- G. Change in the number of public review printed documents (EIRs) or number of CDs or change in the number of documents to be mailed out (postage), or other level of effort may be needed in association with the Public Review Documents (Task 5.0).
- H. Increase in the number of iterations or other additional analysis or effort not currently scoped related to the FHRP including post-CEQA updates or new analysis or sections of the FHRP.
- I. Change in duration of the EIR preparation resulting in extended PM responsibilities. If the EIR work takes longer than the time specified in the original Agreement, and extended by Amendment 2, additional funds may be authorized by the District.

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**AMENDMENT NO. 4 TO STANDARD CONSULTANT AGREEMENT A3716G  
AMENDED ATTACHMENT ONE TO AMENDED REVISED APPENDIX ONE  
CONSULTANT'S KEY STAFF AND SUB-CONSULTANTS**

- FlowWest LLC is added to the list of Sub-Consultants authorized to work on the project.

<b>Firm</b>	<b>Project Role</b>	<b>Key Personnel</b>
FlowWest LLC	Environmental Planning	Anthony Falzone, Mark Tompkins, Mike Urkov

Its associated contact information is as follows:  
1624 Franklin St, Suite 901, Oakland, CA 94612  
Phone: 415 713 5855 Email:afalzone@flowwest.com

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**AMENDMENT NO. 4 TO AGREEMENT A3716G  
REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE  
TASK ORDER TEMPLATE**

Task Order No. \_\_\_\_\_

Agreement: Standard Consultant Agreement—Contract No. \_\_\_\_\_ (“Agreement”) Between the Santa Clara Valley Water District (“District”) and HDR Engineering, Inc. (Consultant), dated \_\_\_\_\_.

District Project Manager:

Consultant Project Manager:

**Dollar Amount of Task Order: Not-to-Exceed \$ \_\_\_\_\_**

1. Upon full execution of this Task Order Number: \_\_\_\_\_, as set forth in Revised Appendix One, Scope of Services, Task 9, and Section V.E., issuance of a notice-to-proceed by the District Project Manager, Consultant is hereby authorized to perform the services described in Attachment A to this Task Order. Any costs incurred, services performed or expenditures by Consultant before this Task Order is executed or before the issuance of the notice to proceed will be considered outside the contracted scope of services and will not be eligible for payment.
2. Both the scope of services to be performed and the deliverables to be provided under this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A identifies the following:
  - a. Consultant personnel to be assigned to perform the services, including resumes if not previously provided to the District Project Manager;
  - b. The estimated number of hours required to perform the services assigned to each assigned Consultant personnel;
  - c. Estimated cost of each reimbursable expense, including any applicable fees;
  - d. Project schedule for completing the scope of services.
3. Consultant will be compensated at the hourly rates established in Revised Appendix Two of the Agreement. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order will become effective on the date of signature by District Deputy Operating Officer and Consultant Project Manager and remain in effect until the earlier of: completion of the tasks set forth in Attachment A or {enter expected completion date}.
5. Copies of applicable state and federal permits required to perform the services in Attachment A are attached to this Task Order, unless the Consultant Project Manager previously provided the appropriate permits to the District.
6. Consultant will perform all services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.

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REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE  
TASK ORDER TEMPLATE**

**Signature/Print Name:** \_\_\_\_\_

NAME OF CONSULTANT FIRM	<b>DATE</b>
[PRINT NAME]	
[PRINT TITLE]	

**Signature/Print Name:** \_\_\_\_\_

SANTA CLARA VALLEY WATER DISTRICT	<b>DATE</b>
[PRINT NAME]	
[PRINT TITLE]	

**AMENDMENT NO. 4 TO STANDARD CONSULTANT AGREEMENT A3716G  
AMENDED ATTACHMENT ONE TO AMENDED REVISED APPENDIX ONE  
CONSULTANT'S KEY STAFF AND SUB-CONSULTANTS**

**I. GENERAL**

Payment for all services performed by Consultant to the satisfaction of the District as listed in Appendix One—Scope of Services and Revised Appendix One of this Agreement will be based upon the Total Not-to-Exceed (NTE) Fees stated in this Revised Appendix Two for the performance of the associated tasks. The District will make payments to the Consultant under the terms provided for in this Revised Appendix Two. Payments made by the District to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, Sub-consultant(s), and equipment including reimbursable, travel and per diem expenses used by the Consultant to complete the work.

**II. TOTAL FUNDING AUTHORIZED UNDER THIS AGREEMENT**

Total payment for services performed, as defined in Appendix One and Revised Appendix One—Scope of Services, will not exceed a total amount of **\$4,016,157** during the term of this Agreement. Under no conditions will the total compensation to the Consultant exceed this NTE amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer as authorized by the Board. The Consultant guarantees that it will complete the contracted Scope of Services for the Total NTE Amount stated herein.

**III. COST BREAKDOWN**

The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed, or fees paid by the District to the Consultant for Supplemental Services without prior written authorization by the District as stated in Appendix One of this Agreement. (See Cost Breakdown Table on next page)

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**AMENDMENT NO. 4 TO AGREEMENT A3716G  
REVISED APPENDIX TWO  
FEES AND PAYMENT**

**COST BREAKDOWN-AMENDMENT NO. 4**

<b>Task No.</b>	<b>Description</b>	<b>Amendment No. 1 Amount</b>	<b>Amendment No. 2 Amount</b>	<b>Total through Amendment 1 &amp; 2 Amount</b>	<b>Reallocation Amount</b>	<b>Proposed Amendment 4 Additions</b>	<b>Not-To-Exceed Amount</b>
1.	Project Management	\$228,322	\$165,893	\$394,215	\$14,202	\$182,545	\$590,962
2.	Scoping	\$25,526	\$23,262	\$48,788	-	\$0	\$48,788
3.	Environmental Analysis	\$284,592	\$564,073	\$848,665	\$112,283	\$366,343	\$1,327,291
4.	Administrative Draft EIR	\$444,229	\$155,963	\$600,192	\$44,375	\$450,222	\$1,094,798
5.	Public Review Draft Environmental Documents	\$7,988	\$29,285	\$37,273	(\$37,273)	\$77,712	\$77,712
6.	Public Meetings	\$4,738	\$9,464	\$14,202	(\$14,202)	\$82,967	\$82,967
7.	Prepare Final EIR	\$52,442	\$59,841	\$112,283	(\$112,283)	\$116,698	\$116,698
8.	Final EIR for Agency Approval	\$11,060	\$33,315	\$44,375	(\$44,375)	\$62,372	\$62,372
9.	Supplemental Services	\$0	\$71,178	\$71,178	\$37,273	\$506,127	\$614,578
<b>TOTAL – Not-to-Exceed Amount</b>		<b>\$1,058,897</b>	<b>\$1,112,274</b>	<b>\$2,171,171</b>	<b>\$0</b>	<b>1,844,986</b>	<b>\$4,016,157</b>

**Note: Amendment No. 3 did not include changes in cost breakdown.**

**AMENDMENT NO. 4 TO AGREEMENT A3716G  
 AMENDED REVISED ATTACHMENT ONE TO REVISED APPENDIX TWO, FEES AND  
 PAYMENTS**

**IV. TERMS AND CONDITIONS**

Payments for services performed, as defined in Appendix One—Scope of Services, and Revised Appendix One will be based on the following terms:

1. District will pay for services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as listed below in the Hourly Rate Schedule.
  
2. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (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 the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates ninety (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 twelve (12) months of the Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Raw Water Deputy Operating Officer.

**HOURLY RATE SCHEDULE**

<b>Role</b>	<b>Hourly Rate 2018</b>	<b>Hourly Rate 2019</b>
<b>HDR</b>		
Project Manager	\$297.00	\$303.00
Principal Scientist	\$297.00	\$303.00
Technical Specialist	\$228.00	\$233.00
Senior Scientist	\$212.00	\$215.00
Staff Scientist	\$167.00	\$171.00
Senior Biologist	\$212.00	\$215.00
Planner/Scientist	\$133.00	\$135.00
GIS	\$119.00	\$122.00
Accounting	\$116.00	\$119.00
Clerical	\$100.00	\$102.00
<b>FlowWest</b>		
Principal in Charge	\$225	\$229.50
Project Manager	\$200	\$204.00
Senior Engineer	\$175	\$178.50
Associate Engineer	\$150	\$153.00
Associate Planner	\$150	\$153.00
Senior Data Scientist	\$160	\$163.20
Associate Data	\$125	\$127.50
Staff Engineer	\$120	\$122.40
Accounting	\$90	\$91.80

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PAYMENTS**

<b>TCW Classifications</b>	<b>Hourly Rate 2018</b>	<b>Hourly Rate 2019</b>
Principal Economist	\$140.00	\$140.00
Associate Economist	\$125.00	\$125.00
GIS	\$75.00	\$75.00
Clerical	\$80.00	\$80.00
<b>W-Trans Classifications</b>	<b>Hourly Rate 2018</b>	<b>Hourly Rate 2019</b>
Principal In Charge	\$200.00	\$200.00
Principal Project Manager	\$180.00	\$180.00
Project Engineer	\$110.00	\$110.00
Tech/Admin	\$80.00	\$80.00
<b>Horizon Classifications</b>	<b>Hourly Rate 2018</b>	<b>Hourly Rate 2019</b>
Principal in Charge	\$210.00	\$210.00
Senior Associate I	\$163.00	\$163.00
Associate II	\$152.00	\$152.00
Associate I	\$142.00	\$142.00
Analyst II	\$131.00	\$131.00
Analyst I	\$121.00	\$121.00
Clerical	\$71.00	\$71.00
<b>Far Western Classifications</b>	<b>Hourly Rate 2018</b>	<b>Hourly Rate 2019</b>
Principal Investigator III	\$160.50	\$160.50
Principal Investigator II	\$137.43	\$137.43
Principal Investigator I	\$121.61	\$121.61
Geoarchaeologist II	\$102.73	\$102.73
Geoarchaeologist I	\$72.60	\$72.60
<b>Far Western Classifications</b>	<b>Hourly Rate 2018</b>	<b>Hourly Rate 2019</b>
GIS Supervisor	\$98.74	\$98.74
GIS Senior Analyst	\$60.50	\$60.50
Production Supervisor	\$92.42	\$92.42
Production Assistant	\$50.36	\$50.36
Production Editor	\$50.08	\$50.08
Senior Archaeologist	\$66.19	\$66.19
Accounts Payable	\$39.03	\$39.03
Technician II	\$43.00	\$43.00
Technician I	\$38.26	\$38.26



**AMENDMENT NO. 4 TO AGREEMENT A3716G  
AMENDED REVISED ATTACHMENT ONE TO REVISED APPENDIX TWO, FEES AND  
PAYMENTS**

3. Unused fees from a completed task may be reallocated to a future task provided that the Agreement total NTE amount is not exceeded. However, transferring of fees from future or uncompleted tasks to current tasks will not be permitted. Any movement of fees shall be noted in the next month's Project status report.
4. Not-to-exceed fees and services to be performed under Supplemental Services will commence only after written approval from the District Water Utility Technical Support Division Deputy Operating Officer.
5. Expenses incurred by the Consultant for sub-consultants providing professional services will be reimbursed at actual cost plus 4.0%.
6. All other direct expenses not already covered in overhead may include, but are not limited to mailing and delivery services, and printing services, in accordance with the assumptions included in Revised Appendix One, and Appendix One, Scope of Services. These other direct expenses will be billed on a monthly basis at actual cost linked to each Agreement Task.
7. Automobile travel expenses will be paid at the current IRS rate. District will not reimburse Consultant and its sub-consultants or subcontractors for travel to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its sub-consultants for mileage incurred from District Headquarters or Consultant's and sub-consultants' firm address, to Project site and to meeting locations with regulatory agencies, whichever is closer, if directed or authorized by the District.
8. Consultant's monthly invoices will be prepared in accordance with the terms of this Appendix Two and the Standard Consultant Agreement Section IV, Fees and Payments and represent work performed and reimbursable costs incurred during the identified billing period and will be consistent with Appendix One and include the following:
  - a. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.
  - b. Direct charges by Scope of Service Task reflecting actual fees versus the Agreement not-to-exceed fees in this Revised Appendix Two.
  - c. Consultant's summary of what Consultant has been billed by their Sub-Consultant's and further broken down by Scope of Service Task.
9. Before submitting monthly invoices, a progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's Preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re submittals of hardcopy invoice by Consultant.
10. Invoices will include a summary of labor expenditures, direct costs, and billed sub-consultant charges. Billing statements, transmitted separately from the monthly

**AMENDMENT NO. 4 TO AGREEMENT A3716G  
AMENDED REVISED ATTACHMENT ONE TO REVISED APPENDIX TWO, FEES AND  
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progress reports, will be organized such that the billing categories correspond with the Scope of Services tasks.

11. District's Project Manager will review hardcopy invoice within 5 working days of receipt, address any questions with Consultant's Project Manager, and approve the undisputed amount of the invoice within 10 working days of receipt of the invoice. District will pay undisputed invoice amounts within 30 calendar days from date invoice is received by District's Project Manager.
12. Prevailing Wages
  - a. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code Section §1771, et. seq. and the applicable implementing regulations.
  - b. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its Sub-consultants must comply with all Labor Codes applicable to prevailing Wages.
  - c. The Consultant and its Sub-Consultants shall not engage in the performance of public work, as defined in California Labor Code Section 1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5.
  - d. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
  - e. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the Consultant and Sub-Consultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.
  - f. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement such as certified payroll records must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.
13. Consultant's services will be performed by its staff members and Sub-Consultants' staff members at the lowest hourly rates commensurate with the complexity of the required services.
14. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.

**AMENDMENT NO. 4 TO AGREEMENT A3716G  
AMENDED REVISED ATTACHMENT ONE TO REVISED APPENDIX TWO, FEES AND  
PAYMENTS**

15. Small Business Enterprise (SBE) Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the services, estimated to be 5 percent or more of the Total Not to Exceed Amount stated in this Appendix Two and Consultant agrees to use its best efforts to meet this goal.

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**AMENDMENT NO. 4 TO AGREEMENT A3716G  
AMENDED REVISED APPENDIX THREE, SCHEDULE OF COMPLETION**

This agreement commences on the date specified in the introductory paragraph of this Agreement. This Agreement expires **June 30, 2020**, unless its term is modified by a written amendment hereto, signed by both Parties prior to its expiration.

1. Consultant will commence Tasks listed in Appendix One and Revised Appendix One of this Agreement upon receipt of the NTP issued by the District.
2. Consultant will perform and complete the services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with the Project Schedule table as shown below. Consultant will coordinate services with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings, and deliverables.
3. The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of Tasks and Deliverables are subject to advance written approval by District. Consultant's attention is directed to District's Standard Consultant Agreement, Section VII. Delays and Extensions.
4. District Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement.
5. Project Delays—The Consultant will make all reasonable efforts to comply with the Project Schedule as shown here in Revised Appendix Three. In the event the Project Schedule will be delayed, Consultant will notify the District as soon as possible, providing the reason, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Project Schedule. This language will prevail should any conflict or discrepancy occur between this provision and Section VII. Delays and Extensions.

*(PROJECT SCHEDULE OF PAGE TO FOLLOW)*

**AMENDMENT NO. 4 TO AGREEMENT A3716G  
AMENDED REVISED APPENDIX THREE, SCHEDULE OF COMPLETION**

**PROJECT SCHEDULE\***

Key Milestones and Deliverables	Estimated Target Completion*
A. Draft Methodology for Biological Evaluation	Complete
B. Compile Biological Evaluation Results and Project Alternatives with TWG Presentation/Response	May 2018 (Partial) Jan 2019 (Final)
C. Fish Habitat Restoration Plan (FHRP)	
2 <sup>nd</sup> Administrative Draft of FHRP	Jan 2019
Public Draft FHRP	Mar 2019
Final FHRP	Fall 2019
D. Development of Refined Project Description	Aug 2018
E. Scoping Meeting	Completed
F. Initial Study	Completed
G. Update Detailed EIR Outline	Completed
H. Summary of Thresholds of Significance	Completed
I. Internal Administrative Draft EIR	January 2019
J. Public Review Draft EIR	Apr 2019
K. Public Meetings	May 2019
L. Review Comments and Prepare Administrative Final EIR	Jun to Jul 2019
M. Prepare Findings and Statement of Overriding Consideration	Aug 2019
N. Final EIR for Agency Approval	Sep 2019

\*This schedule may be updated as agreed to by the Parties and incorporated in status report under Task 1.

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