

**AMENDMENT NO. 7 TO AGREEMENT A3716G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND HDR ENGINEERING, INC.**

This Amendment No. 7 (Amendment), effective as of the date it is fully executed by the 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, Amendment No. 2 dated January 7, 2017, Amendment No. 3 dated July 17, 2017, and Amendment No. 4 dated September 25, 2018, Amendment No. 5 dated June 26, 2020, and Amendment No. 6 dated September 1, 2021 between SANTA CLARA VALLEY WATER DISTRICT (District or Valley Water) and HDR ENGINEERING, INC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing professional environmental consulting services 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 November 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 amended (Amendment 4) 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; reallocated funds for additional work on Tasks 1, 3, 4, 5, 6, 7, 8, and 9; and added new sub-consultant, FlowWest LLC, to perform environmental planning services;

WHEREAS, the Parties amended (Amendment 5) the Agreement to extend the contract duration through September 30, 2021 and to modify sub-consultant's key staff assigned to the project and to add new sub-consultant, Stillwater, to perform environmental planning services;

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WHEREAS, the Parties amended (Amendment 6) the Agreement to extend the contract duration through March 31, 2022; and

WHEREAS, the Parties desire to amend the Agreement to modify the Scope of Services by allocating funds for additional work on Tasks 1, 7, 8, and 9; increasing the not-to-exceed amount by \$999,986 for a total Agreement not-to-exceed amount of \$5,016,143; modify consultant and sub-consultant's key staff, including their hourly rates; extend the term of the Agreement through September 30, 2023, and incorporate administrative changes to ensure completion of the final EIR prior to the expiration of this Agreement.

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

1. In the Revised Standard Consultant Agreement, Section II, Duties of Consultant, paragraphs 9 and 10 are amended to state as follows:

"The District is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

Consultant's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

Consultant must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Consultant must conduct a fair, prompt, and thorough investigation of all allegations directed to Consultant by the District. In cases

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where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective action against the offender.”

2. In the Revised Standard Consultant Agreement, Section IX, Miscellaneous Provisions, paragraph 9 is amended to state as follows:

“Consultant agrees that the District and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide the District and its agent(s) with any relevant information requested, in electronic and hard copy format, at the District’s discretion, and will permit the District and its agent(s) access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees (alternatively, by phone at the District’s discretion) and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation or subject to audit, such as by a government agency, providing the District with grant funds to pay for Consultant’s services, for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three years after final payment as provided for in this Agreement.”

3. Revised Appendix One, Scope of Services, is amended as set forth in the Revised Appendix One, Scope of Services, attached hereto and incorporated herein by this reference.
4. Revised Appendix Two, Fees and Payments, is amended as set forth in the Revised Appendix Two, Fees and Payments, attached hereto and incorporated herein by this reference.
5. Revised Appendix Three, Schedule of Completion, is amended as set forth in the Revised Appendix Three, Schedule of Completion, attached hereto and incorporated herein by this reference.
6. All other terms and conditions of the Agreement, Amendments No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6 not amended herein, remain in full force and effect.

(SIGNATURES FOLLOW ON NEXT PAGE)

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 7 TO AGREEMENT A3716G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT

District

By: _____

Gary Kremen
Chair, Board of Directors

Date: _____

ATTEST:

Michele L. King, CMC
Clerk, Board of Directors

HDR ENGINEERING, INC.

Consultant

By: _____

Holly Kennedy, P.E.
Senior Vice President

Date: _____

Consultant's Address:
100 Pringle Avenue, Suite 400
Walnut Creek, CA 94596

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**AMENDMENT NO. 7 TO AGREEMENT A4316G
REVISED APPENDIX ONE
REVISED SCOPE OF SERVICES**

This Amendment No. 7 scope specifically extends the period of performance and adds additional scope and budget to ensure completion of the Final EIR. Prior to Amendment 6, as part of Task Order No. 3, budget from Tasks 7, 8, and 9 were reallocated to accommodate the scope that were included in Task Order No. 3. As such, the additional scope under this Amendment No. 7 is specified in the following amended or new tasks. Update to Article VI, Additional Terms and Conditions,

Task 1.0 - Project Management and Coordination - Expanded work for Project Management Task 1.1 to extend the period of performance through September 30, 2023

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 (REVISED)

This task is amended to reflect an additional 8 months of monthly status reports (Electronic MS Word and MS Excel). All assumptions and approach are in line with Task 1.0 status reporting to date.

Task 7.0 - Prepare Final Environmental Documents

The scope provide under Task 7.0 represents a total scope of work replacing any former agreements for this task.

Task 7.1 - Comment Collection and Resolution

Consultant shall review all comments received through Valley Water and if necessary, work with Valley Water to extract relevant comments in a tabular format. Each comment in all comment letters will be bracketed and numbered, and responses will be provided for each numbered comment. Master Responses will be prepared for comments that recur in numerous comment letters. Consultant shall work with Valley Water to designate the appropriate responder to draft responses to each comment, which could be HDR technical staff, Valley Water staff, or other party identified by Valley Water. Consultant shall facilitate a comment response meeting with Valley Water to refine responses. Consultant shall prepare responses to comments as a Final EIR chapter.

Deliverables include:

1. Draft response to comments to facilitate comment resolution discussion with Valley Water
2. Participation in one comment processing meeting
3. Responses to comments in format which consists of bracketed comments in all 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.

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REVISED APPENDIX ONE
REVISED SCOPE OF SERVICES**

Assumptions include:

- Valley Water will collect all comment letters received during the public review period, compile and provide to Consultant collectively.
- Valley Water will collate all comments into a spreadsheet format for team processing.
- Consultant will provide up to 80 hours of effort to respond to comments. No additional modeling or review of new model results is included.
- Consultant will provide comment responses in spreadsheet format and necessary revisions will be made in red-line format in the Administrative Final EIR (Task 7.2.1). 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.
- All deliverables will be submitted electronically.

7.2. - Final PEIR

7.2.1 - Internal Administrative Final PEIR

Consultant shall prepare an Administrative Final 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

Assumptions include:

- All deliverables will be submitted electronically. Any hard copies required outside of submittal to the State Clearinghouse, which is an electronic requirement, will be printed and distributed by Valley Water.

7.2.2. - Draft Findings and Statement of Overriding Considerations (REVISED)

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.

Deliverables include:

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

Assumptions include:

- All deliverables will be submitted electronically.

**AMENDMENT NO. 7 TO AGREEMENT A4316G
REVISED APPENDIX ONE
REVISED SCOPE OF SERVICES**

Task 8.0 - Prepare Public Final Documents for Agency Approval

The scope provide under Task 8.0 represents a total scope of work replacing any former agreements for this task.

Consultant will prepare a draft and final Notice of Determination (NOD) for Valley Water review and use. Consultant will prepare and provide to Valley Water electronic copies of the clean Final EIR addressing final Valley Water's comments on the Administrative Final EIR. The Final EIR will be ready for consideration and certification by the Board.

Deliverables include:

- Draft NOD
- Final NOD
- Final EIR

Assumptions include:

- All deliverables will be submitted electronically.
- Participation in Valley Water Board meeting would be covered under Task 1, if needed.
- The NOD will be filed by Valley Water at the State Clearinghouse.
- No permitting or Consultant compliance support is included

TASK 9.0 - Supplemental Services

Valley Water 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 Valley Water 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 Valley Water Project Manager.

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

- A. Increased effort associated with the increase in the scope of analysis, as defined under Task 7.0 (Administrative Final EIR) and Task 8.0 (Final EIR).
- B. Increasing the number of drafts and/or review iteration cycles of the internal administrative Final EIR and Final EIR, beyond that specified in the Agreement scope of work up to and including this Amendment No. 7.
- C. Recirculation of the Draft EIR for public or other review including response to comments.
- D. Additional public outreach activities including technical input on outreach materials (project fact sheets, frequently asked questions), special meetings, or additional community meetings.

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REVISED APPENDIX ONE
REVISED SCOPE OF SERVICES**

- E. 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. Internal meetings / workshops with Valley Water Staff, outside experts, Valley Water CEQA attorney, and Board (Task 1.0).
 - 2. Additional and expanded participation in outreach activities
 - 3. Additional and expanded participation in Special Meetings with Valley Water staff, Valley Water CEQA attorney, Valley Water Board
 - 4. Additional and expanded participation in IP/TWG meetings

- F. 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 more than 100 hours of effort related to response to comments. Additional effort might result from receipt of more than anticipated comments, complex comments that require additional analyses, 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.

- G. Review additional data and/or perform additional analyses in support of the water rights change petitions (e.g., trending analyses, literature reviews, etc.).

- H. Review additional data and/or perform additional analyses in support of the aquatic biological resources analysis (e.g., modeling interpretation, supplemental qualitative analysis on Calero, assessing habitat typing data, support for fish in good condition assessment, etc.).

- I. Increase in the number of iterations or other additional analysis or effort not currently scoped or related to the FHRP including post-CEQA updates or new analysis or sections of the FHRP.

- J. Change in duration of the EIR preparation resulting in extended PM responsibilities.

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REVISED APPENDIX ONE
REVISED APPENDIX TWO
FEES AND PAYMENTS**

I. GENERAL

Payment for all services performed by Consultant to the satisfaction of Valley Water 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. Valley Water will make payments to the Consultant under the terms provided for in this Revised Appendix Two. Payments made by Valley Water 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 **\$5,016,143** 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 Valley Water'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 Valley Water to the Consultant for Supplemental Services without prior written authorization by Valley Water as stated in Appendix One of this Agreement. (See Cost Breakdown Table on next page).

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FEES AND PAYMENTS**

COST BREAKDOWN

AMENDMENTS NO. 1-4 (UNCHANGED)

Task No.	Description	Amendment No. 1 Fees	Amendment No. 2 Fees	Total through Amendments No. 1 & 2 Fees	Reallocation of Fees	Amendment No. 4 Additions	Total Not-To-Exceed Fees
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
TOTAL – Not-to-Exceed Amount		\$1,058,897	\$1,112,274	\$2,171,171	\$0	1,844,986	\$4,016,157

Note: Amendment No. 3 was a time-only extension with no increase to the Total NTE Fees. For Amendment No. 4, Task 4 has a calculation error and is short \$9. This calculation error will be corrected in this Amendment. Amendments No. 5 and No 6 were time-only extensions with no increase to the Total NTE Fees.

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COST BREAKDOWN-AMENDMENT NO. 7 (REVISED)

Task No.	Description	Amendment No. 1 Amount	Amendment No. 2 Amount	Amendment No. 4 Reallocation	Amendment No. 4 Amount	Amendment No. 7 Amount	Not-To-Exceed Amount
1.	Project Management	\$228,322	\$165,893	\$14,202	\$182,545	\$26,342	\$617,304
2.	Scoping	\$25,526	\$23,262	-	\$0	\$0	\$48,788
3.	Environmental Analysis	\$284,592	\$564,073	\$112,283	\$366,343	\$0	\$1,327,291
4.	Administrative Draft EIR	\$444,229	\$155,963	\$44,375	\$450,222	\$9	\$1,094,798
5.	Public Review Draft Environmental Documents	\$7,988	\$29,285	(\$37,273)	\$77,712	\$0	\$77,712
6.	Public Meetings	\$4,738	\$9,464	(\$14,202)	\$82,967	\$0	\$82,967
7.	Prepare Final EIR***	\$52,442	\$59,841	(\$112,283)	\$116,698	\$361,858	\$478,556
	Stillwater***					\$150,000	
8.	Final EIR for Agency Approval***	\$11,060	\$33,315	(\$44,375)	\$62,372	\$100,716	\$163,088
	Stillwater***					\$15,000	
9.	Supplemental Services***	\$0	\$71,178	\$37,273	\$506,127	\$511,061	\$1,125,639
	Stillwater***					\$170,000	
TOTAL – Not-to-Exceed Amount		\$1,058,897	\$1,112,274	\$0	\$1,844,986	\$999,986	\$5,016,143

Note: Amendment No. 3, Amendment No. 5, and Amendment No. 6 did not change the cost breakdown.

*This budget was reallocated under Amendment 4, Service Order 3.

**This is the remaining budget in Task 9 after other funding reallocated under Amendment 4, Service Order 3.

***Stillwater portions of tasks are specified. The task totals include the Stillwater portion.

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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. Valley Water 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 Valley Water, provided Consultant submits written notice to Valley Water 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 Valley Water's Raw Water Deputy Operating Officer.

HOURLY RATE SCHEDULE (REVISED)

Project Role	Hourly Rate 2019	Hourly Rate 2022	Hourly Rate 2023
Consultant: HDR Engineering, Inc.			
Principal In Charge	\$303	\$321	\$328
Project Manager	\$303	\$321	\$328
Senior Environmental Planner	-	\$229	\$233
Principal Technical Specialist	-	\$247	\$252
Senior Scientist	-	\$181	\$185
Environmental Planner	\$133	\$144	\$146
Technical Editing	-	\$108	\$110
GIS	\$122	\$129	\$132
Accounting	\$119	\$126	\$128
Clerical	\$102	\$108	\$110
Subconsultant: FlowWest			
Principal in Charge	\$229.50	-	-
Project Manager	\$204.00	-	-
Senior Engineer	\$178.50	-	-
Associate Engineer	\$153.00	-	-
Associate Planner	\$153.00	-	-
Senior Data Scientist	\$163.20	-	-
Associate Data Scientist	\$127.50	-	-

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FEES AND PAYMENTS**

Project Role	Hourly Rate 2019	Hourly Rate 2022	Hourly Rate 2023
Staff Engineer	\$122.40	-	-
Accounting	\$91.80	-	-
Subconsultant: TCW			
Principal Economist	\$140.00	-	-
Associate Economist	\$125.00	-	-
GIS	\$75.00	-	-
Clerical	\$80.00	-	-
Subconsultant: W-Trans			
Principal In Charge	\$200.00	-	-
Principal Project Manager	\$180.00	-	-
Project Engineer	\$110.00	-	-
Tech/Admin	\$80.00	-	-
Subconsultant: Horizon			
Principal in Charge	\$210.00	-	-
Senior Associate I	\$163.00	-	-
Associate II	\$152.00	-	-
Associate I	\$142.00	-	-
Analyst II	\$131.00	-	-
Analyst I	\$121.00	-	-
Clerical	\$71.00	-	-
Principal in Charge	\$210.00	-	-
Subconsultant: Far Western			
Principal Investigator III	\$160.50	-	-
Principal Investigator II	\$137.43	-	-
Principal Investigator I	\$121.61	-	-
Geoarchaeologist II	\$102.73	-	-
Geoarchaeologist I	\$72.60	-	-
GIS Supervisor	\$98.74	-	-
GIS Senior Analyst	\$60.50	-	-
Production Supervisor	\$92.42	-	-
Production Assistant	\$50.36	-	-
Production Editor	\$50.08	-	-
Senior Archaeologist	\$66.19	-	-
Accounts Payable	\$39.03	-	-
Technician II	\$43.00	-	-
Technician I	\$38.26	-	-
Subconsultant: Stillwater Sciences			
Principal Scientist	-	\$248.20	\$255.65
Principal Scientist	-	\$217.02	\$223.53
Senior Scientist	-	\$173.77	\$178.98
Assistant Scientist	-	\$167.22	\$172.24
Assistant Scientist	-	\$154.38	\$159.01
Scientist	-	\$141.20	\$145.44
Scientist	-	\$127.10	\$130.92

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Project Role	Hourly Rate 2019	Hourly Rate 2022	Hourly Rate 2023
Technical Editor	-	\$127.10	\$130.92
GIS	-	\$98.20	\$101.15
Senior Technician		\$114.52	\$117.95
Senior Technician	-	\$98.20	\$101.15
Technician	-	\$78.39	\$80.75

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 Valley Water's 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. Valley Water will not reimburse Consultant and its sub-consultants or subcontractors for travel to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. Valley Water will reimburse Consultant and its sub-consultants for mileage incurred from Valley Water 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 Valley Water.
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.

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FEES AND PAYMENTS

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 Valley Water Project Manager. Upon preliminary approval by Valley Water, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. Valley Water '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 progress reports, will be organized such that the billing categories correspond with the Scope of Services tasks.
11. Valley Water'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. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water'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 §1771, et. seq. and the applicable implementing regulations. If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
 - B. Labor Code §1720 provides as follows:
 - (a) As used in this chapter, "public works" means all of the following:
 - (1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems."
 - C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.

AMENDMENT NO. 7 TO AGREEMENT A4316G
REVISED APPENDIX ONE
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FEES AND PAYMENTS

- 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, Consultant and Subconsultants 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 verifying statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, at any time during regular business hours, upon written request by Valley Water. Records and documents to be provided in electronic or hard copy format, at Valley Water's discretion.
- G. California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements

Prior to Valley Water executing a Task Order for Services involving public works, as defined herein, Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by Valley Water, that Consultant and its Subconsultant(s) are in compliance with the California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements.

- 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 Payments and the corresponding retention clause.
- 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. 7 TO AGREEMENT A3716G
REVISED APPENDIX ONE
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION**

This agreement commences on the date specified in the introductory paragraph of this Agreement. This Agreement expires **September 30, 2023**, 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 Valley Water.
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 Valley Water 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 Valley Water. Consultant's attention is directed to Valley Water's Standard Consultant Agreement, Section VII. Delays and Extensions.
4. Valley Water 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 Valley Water 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, Valley Water 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. 7 TO AGREEMENT A4316G
REVISED APPENDIX ONE
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; Remaining Budget Reallocated) Jan 2019 (Final)
C. Fish Habitat Restoration Plan (FHRP)	
2 nd Administrative Draft of FHRP	Completed
Public Draft FHRP	Completed
Final FHRP	Spring 2022
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	Completed
J. 2 nd Internal Administrative Draft EIR	Completed
K. Initialing Parties Administrative Draft EIR	Complete
L. Public Review Draft EIR	Completed
1. Estimated conclusion of DEIR Public Review Period	Fall 2021
M. Public Meetings	Completed
N. Review Comments and Prepare Administrative Final EIR	Spring/Summer 2023
O. Prepare Findings and Statement of Overriding Consideration	Summer 2023
P. Final EIR for Agency Approval	Summer 2023

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