

**AMENDMENT NO. 1 TO AGREEMENT A4325G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND HORIZON WATER AND ENVIRONMENT, LLC**

This Amendment No. 1 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A4325G (Agreement) dated February 25, 2020, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) hereinafter called (District) and HORIZON WATER AND ENVIRONMENT, LLC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing professional environmental planning and permitting services for Valley Water's Anderson Dam Seismic Retrofit Project; and

WHEREAS, the Agreement currently expires on February 4, 2026; and

WHEREAS, the Parties desire to modify the scope of services; increase the Not-To-Exceed fee to provide funds for Consultant to perform environmental planning and permitting services; to update Standard Consultant Agreement language, and to amend the Agreement to incorporate administrative changes.

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

1. The Agreement, Standard Consultant Agreement, Section Twelve, subsection 19. Appendices, is amended to state as follows:

“19. Appendices. The following listed Appendices are incorporated herein by this reference as though set forth in full:

Appendix One to the Standard Consultant Agreement – Additional Legal Terms (UNCHANGED)

Appendix Two to the Standard Consultant Agreement – Dispute Resolution (UNCHANGED)

Appendix Three to the Standard Consultant Agreement – Task Order Template (UNCHANGED)

Revised Appendix Four to the Standard Consultant Agreement – Insurance Requirements (REVISED).”

2. The Agreement, Standard Consultant Agreement, Section Twelve, subsection 20. Schedules and Attachments, is amended to state as follows:

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

Attachment One to Schedule P – Fees and Payments (REVISED)

Revised Attachment Two to Schedule P – Schedule of Completion (REVISED)

Revised Attachment Three to Schedule P – Consultant's Key Staff and Subconsultants (REVISED)

Attachment Four to Schedule P – Reference Materials (UNCHANGED).”

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3. The Agreement, Standard Consultant Agreement, Section 12 Miscellaneous Provisions, adds new subsections 21 through 23, to state as follows:

“21. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed, and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California. The Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

22. No Third-Party Beneficiaries

Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

23. Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

24. Debt Limitation

This Agreement is contingent on the appropriation of sufficient funding by Valley Water for the services described in this Agreement. The District is subject to laws or policies which limit its ability to incur debt in future years. Nothing in this Agreement shall constitute an obligation of future legislative bodies of the District to appropriate funds for purposes of this Agreement.”

4. Appendix Four to the Standard Consultant Agreement, Insurance Requirements, is amended as set forth in the Revised Appendix Four to the Standard Consultant Agreement, Insurance Requirements, attached hereto and incorporated herein by this reference.
5. Schedule P – Scope of Services is amended as set forth in the attached Revised Schedule P, Scope of Services, and incorporated herein by this reference.
6. Attachment One to Schedule P – Fees and Payments is amended as set forth in the Revised Attachment One to Revised Schedule P, Fees and Payments, attached hereto and incorporated herein by this reference.
7. Attachment Two to Schedule P – Schedule of Completion is amended as set forth in the Revised Attachment Two to Revised Schedule P, Schedule of Completion, attached hereto and incorporated herein by this reference.

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8. Attachment Three to Schedule P – Consultants Key Staff and Subconsultants is amended as set forth in the Revised Attachment Three to Revised Schedule P, Consultants Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.
9. All other terms and conditions of the Agreement not otherwise amended as stated herein remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A4325G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

HORIZON WATER AND ENVIRONMENT, LLC.
Consultant

By: _____
Tony Estremera
Chair, Board of Directors

By: _____
Kenneth Schwarz
Managing Member, LLC

Date: _____

Date: _____

ATTEST:

Consultant's Address:

266 Grand Avenue, Suite 210
Oakland, CA 94610

Michele L. King, CMC
Clerk, Board of Directors

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REVISED APPENDIX FOUR
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

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

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

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

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

If your insurance broker has any questions about the above requirements, please advise him/her to call Mr. David Cahen, Valley Water Risk Manager at (408) 630-2213.

Certificates of Insurance

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

Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated Valley Water Contract Administrator and email a copy to valleywater@ebix.org.

The certificates will:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A4325G / CAS No. 5049**

IMPORTANT: The agreement or CAS number must be included.

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

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

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

Maintenance of Insurance

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

Renewal of Insurance

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

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: valleywater@ebix.org
2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A4325G / CAS No. 5049**

IMPORTANT: The agreement or CAS number must be included.

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

Required Coverages

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

\$2,000,000 per occurrence / **\$2,000,000** aggregate limits for bodily injury and property damage
General Liability insurance must include:

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

2. Business Auto Liability Insurance with coverage as indicated:

\$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

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

\$5,000,000 per claim/ **\$5,000,000** aggregate

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

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability
- c. If coverage is claims-made:
 - i. Certificate of Insurance shall clearly state that the coverage is claims-made.
 - ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
 - iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

4. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for Valley Water.

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

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General Requirements

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

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

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

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by Valley Water, its Directors, its officers, agents and employees, and Valley Water's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to Valley Water.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Valley Water's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by Valley Water. At the option of Valley Water, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Valley Water, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

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6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to Valley Water.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of Valley Water must not be deemed to release or limit any liability of Consultant. Damages recoverable by Valley Water for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against Valley Water to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** Valley Water reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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CHECK LIST OF DOCUMENTS NEEDED

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

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

Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	

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

Professional Liability:	A.	Limits (\$5,000,000)	
	B.	Cancellation Endorsement	

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REVISED SCHEDULE P
SCOPE OF SERVICES**

1. Representatives (REVISED)

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

Kurt Lueneburger (Valley Water Project Manager)
Environmental Services Manager - Watershed
Environmental Planning Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3055
Email: klueneburger@valleywater.org

John Bourgeois (Division Deputy Operating Officer)
Watershed Stewardship & Planning Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2990
Email: jbourgeois@valleywater.org

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

Jeff Thomas (Consultant Project Manager)
Horizon Water and Environment, LLC
Principal
266 Grand Avenue, Suite 210
Oakland, CA 94610

Phone: (510) 986-4054
Email: jeff@horizonh2o.com

Kenneth Schwarz (Consultant Principal Officer)
Managing Member, LLC
266 Grand Avenue, Suite 210
Oakland, CA 94610

Phone: (510) 986-1851
Email: ken@horizonh2o.com

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2. Scope of Services (UNCHANGED)

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

3. ADSR Project Objectives (UNCHANGED)

Valley Water's objectives for the ADSR Project are to make improvements necessary to:

- A. Stabilize the dam embankment for the maximum credible earthquake (MCE) on the Calaveras and Coyote Faults.
- B. Mitigate the risk of embankment failure due to fault rupture.
- C. Modify and improve the existing spillway and dam crest, and make all other modifications required, to accommodate Federal Energy Regulatory Commission (FERC) requirements related to emergency drawdown and safe passage of the Probable Maximum Flood.
- D. Replace the outlet works to mitigate the potential fault rupture risk from the MCE on the Coyote Creek-Range Fault zone; meet current Division of Safety of Dams (DSOD) emergency drawdown flow requirements, and provide additional operational flexibility for flood flow management by Valley Water.
- E. Correct other dam safety deficiencies that are identified during the design and construction phases of the proposed ADSR Project.
- F. To resolve all issues arising under state and federal laws concerning beneficial use impacts of Valley Water utility enterprise facilities in Coyote Creek, including Anderson Dam and related infrastructure, and their operations by restoring and maintaining healthy steelhead and Chinook salmon populations in the Coyote Creek watershed, by providing:
 - Approximately 5 miles of spawning and rearing habitat below Anderson Dam and in Upper Penitencia Creek;
 - Adequate passage for adult steelhead and Chinook salmon to reach suitable spawning and rearing habitat and for outmigration of juveniles; and
 - Extended distribution of suitable habitat, if needed, to satisfy overall management objectives as determined through an Adaptive Management Program.
- G. Maintain flexible and reliable current and future water supply and water deliveries in a practical, cost-effective, and environmentally sensitive manner so that sufficient water is available for any present or future beneficial use.

4. ADSR Project Background (UNCHANGED)

- A. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection, and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. The Valley Water effectively manages 10 (ten) dams and surface water reservoirs, 3 (three) water treatments plants, nearly 400

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(four hundred) acres of groundwater recharge ponds, and more than 275 (two hundred seventy-five) miles of streams.

- B. Anderson Dam and Reservoir is a major water supply facility located adjacent to the City of Morgan Hill, California, about 18 miles southeast of San Jose. Anderson Reservoir is the largest of the ten reservoirs owned and operated by the Valley Water and provides a greater water storage capacity than the other nine reservoirs combined. It is thus a critical facility to the Valley Water and to the communities it serves.

The dam was completed in 1950 as a zoned, rockfill embankment. It has a maximum height of approximately 240 feet and impounds up to 90,373 acre-feet (AF) of water at its maximum reservoir operating elevation.

Anderson Dam and Reservoir is subject to dam safety regulation by the California Department of Water Resources, Division of Safety of Dams (DSOD) and the Federal Energy Regulatory Commission (FERC) as FERC Project 5737. Anderson Dam is classified under FERC guidelines as a “High Hazard Potential” dam due to the potential incremental loss of life should failure occur.

Between 2008 and 2012, several dam safety deficiencies associated with seismic shaking, fault offset, flood capacity, and emergency drawdown capabilities were identified:

- the presence of liquefiable materials in the embankment and foundation of the dam that could result in major slumping and failure of the embankment following a future large earthquake,
- the presence of conditionally active faults in the foundation that could rupture the existing low-level outlet,
- a spillway that has inadequate capacity to safely pass large floods, and
- limitations in the dam outlet’s capacity to quickly draw down the reservoir during floods or other emergency events.

The proposed ADSR Project is to correct the dam seismic deficiencies and to address the impacts of the operation of Anderson Dam, after its seismic deficiencies are corrected, on the beneficial uses of Coyote Creek, including restoration of fisheries, wildlife, water quality, and water supply. The ADSR Project will require an extensive environmental compliance process, including evaluation under CEQA and several regulatory permits.

5. ADSR Project Delivery Approach (REVISED)

Valley Water currently has four separate consulting firms, henceforth “Phase Consultants”, providing services on this ADSR Project.

- A. Project Management Consultant, Black & Veatch, to manage and oversee the delivery of this Project.
- B. Planning Consultant, HDR Engineering, is performing the planning and permitting services to date but due to major changes in the ADSR Project objectives requires their services to be reduced in scope and to provide transition support services in order

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for Valley Water to issue this new Agreement for the revised scope of services to the Consultant. To date, technical memoranda have been produced to support production of an administrative draft EIR evaluating dam embankment, spillway, outlet construction, and operations based on early project design assumptions by HDR Engineering.

- C. Design Consultant, AECOM, is to perform engineering analysis and design services in compliance with Valley Water, DSOD, and FERC requirements; prepare construction documents; and provide engineering support for the bid process and during construction of the Valley Water approved project.
- D. Construction Management Consultant, COWI North America, Inc., to oversee the construction contract(s) in conformance with: The Design Consultant's certified engineering plans and specifications; DSOD and FERC's construction inspection and monitoring requirements; the Valley Water-certified environmental compliance, specifically the requirements defined in the mitigation and monitoring plan; and project close-out in accordance with Valley Water requirements.

6. Assumptions and Requirements (REVISED)

A. General Assumptions and Requirements (UNCHANGED)

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

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Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.

- 5) Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the ADSR Project objectives of this Agreement as described in Section 3, Project Objectives.
- 6) Document Control.** Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this project is maintained by Valley Water.
- 7) File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by Valley Water, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, Valley Water will not be responsible for delays in completing Project work. Consultant may need to coordinate with Valley Water's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

B. Project-Specific Assumptions and Requirements (REVISED)

It is assumed that the EIR will include evaluation of proposed seismic retrofit activities and operations of the reservoir. The post-construction operations will include operation rule curves for Coyote Creek. Habitat restoration and non-flow measures for Coyote Creek under the Fish and Aquatic Habitat Collaborative Effort (FAHCE) are anticipated to be evaluated programmatically under the EIR.

On February 20, 2020, Valley Water received a letter order from FERC to immediately implement ADSRP-related interim risk reduction measures, which included the construction and implementation of a suite of construction and operational measures to avoid and minimize impacts to people and the environment, collectively referenced as the FERC Order Compliance Project. On October 1, 2020 FERC issued a subsequent order specifying drawdown and operations requirements, as well as implementation of recommended avoidance and minimization measures. The FOC elements will be evaluated in the EIR as cumulative effects associated with the ADSRP.

6. Planning Phase Tasks (REVISED)

The Consultant shall provide all services and deliverables as required by the Planning Phase Tasks to the satisfaction of Valley Water.

There are 4 major tasks in the environmental planning and permitting phases which include:

- Task 1 – Project Management Services (REVISED)**
- Task 2 – Environmental Documentation (REVISED)**
- Task 3 – Regulatory Compliance (REVISED)**
- Task 4 – Supplemental Services (REVISED)**

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Descriptions of the Scope of Services tasks including assumptions and deliverables are provided below. The level of effort to complete individual tasks is defined in the Consultant's detailed cost estimate, to be completed within the Not-to-Exceed Fees limit identified in Attachment One to Schedule P below. This Scope of Services is based on a 60-month timeline.

Descriptions of the Scope of Services tasks including assumptions and deliverables are provided below. The level of effort to complete individual tasks is defined in the Consultant's detailed cost estimate, to be completed within the Not-to-Exceed Fees limit identified in Attachment One to Schedule P below. This Scope of Services is based on a 60-month timeline.

Descriptions of the Scope of Services tasks including assumptions and deliverables are provided below. The level of effort to complete individual tasks is defined in the Consultant's detailed cost estimate, to be completed within the Not-to-Exceed Fees limit identified in Attachment One to Schedule P below. This Scope of Services is based on a 60-month timeline.

Task 1 - Project Management Services (REVISED)

The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Attachment One to Schedule P, Fees and Payments, and in accordance with the Project Schedule stated in Attachment Two to Schedule P, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet the Valley Water and ADSR Project requirements. Consultant will provide regular communications with Valley Water, participate in meetings, manage the Consultant team, track the project schedule and budget, and coordinate closely with the Valley Water Project Manager (DPM). To the extent feasible, Consultant will look for opportunities to cover multiple objectives in meetings for efficiency (e.g., consolidate progress meetings with one-on-one meetings between the DPM and Consultant's Project Manager).

1.1 Kickoff Meeting (COMPLETED)

Consultant will attend kickoff meeting with the Valley Water staff. The purpose of the kickoff meeting is to introduce key Valley Water and Consultant team members to one another, acquaint all participants with the objectives, purpose of and expectations for the ADSR Project, describe team members' roles and responsibilities, describe ADSR Project procedures, and summarize scope of work and review the schedule.

1.2 Progress Meeting and Workshops. (REVISED)

Valley Water and Consultant key staff and subconsultants as determined necessary and appropriate by Consultant, subject to DPM approval, will coordinate and attend periodic progress meetings and workshops with Valley Water staff, regulatory and resource agencies, and review boards, as needed, to review and discuss progress on FERC order compliance, the EIR, and permitting deliverables. It is assumed that Consultant key staff and subconsultants will participate in up to ninety-six (96) weekly progress meetings and up to twelve (12) workshops. These meetings will also be held to inform Valley Water of progress to date, discuss unresolved issues, and review critical activities. Strategies or decisions made at progress meetings will be documented in brief Strategy and/or Decision Memoranda. Similarly, any substantial changes made to the Scope of Work that are discussed at progress meetings and workshops will be documented in brief

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Change Management Memoranda. This scope assumes development up to three (3) Strategy and/or Decision Memoranda and up to three (3) Change Management Memoranda. At the DPM request, for each meeting or workshop, Consultant will prepare the meeting agenda and notes and submit them for review by Valley Water.

1.3 One-on-One Meetings with Valley Water and Monthly Status Reports. (REVISED)

On a weekly basis (ninety-six [96] total), Consultant's Project Manager will provide a brief update of Consultant teamwork activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention, in a virtual meeting or conference call with the DPM. At the request of the DPM, it is assumed that the Consultant Project Manager will participate in one-on-one meetings with the DPM every other month (eighteen [18] total). Consultant's principal-in-charge, deputy project manager/CEQA task coordinator, and additional technical consulting staff may join these status calls/meetings too depending on the issues at hand and on-going budget availability to support this task. The frequency of meetings and calls may be adjusted at Valley Water's discretion and subject to available task budget. For each meeting or call, Consultant will prepare the meeting agenda and notes and submit them to Valley Water. Under this task, Consultant will also provide monthly invoices and project status reports to the DPM. The status reports will provide a brief summary of work performed, make note of any budget or time constraints, and provide a look-ahead schedule of deliverables and activities planned for the next month.

1.4 Coordination and Communication with External Agencies. (REVISED)

Consultant will assist the DPM with coordination and communication tasks with appropriate regulatory or other agencies, as necessary, throughout the EIR and permit application development phase. This task includes support in drafting correspondence related to the Consultant team's ADSR Project activities as requested by Valley Water. This task includes Consultant team participation in coordination calls and email correspondence with regulatory or other agencies up to the defined level of effort. This scope assumes key Consultant team members' participation in twenty-four (24) monthly virtual interagency meetings followed by participation in up to sixteen (16) additional virtual meetings or calls total. This task also includes participation in twelve (12) monthly Technical Work Group (TWG) meetings, including participation in developing agendas, preparing presentation materials, advising Valley Water staff, discussing strategy, working on approach with the TWG facilitator, and reviewing meeting notes. This task also includes attending up to eight (8) additional Executive TWG meetings, and strategic planning with Valley Water for agenda, approach, and materials for those meetings. Ongoing coordination with regulatory agencies to support permit negotiations after regulatory permit applications have been submitted will occur under Subtask 3.9 (Regulatory Agency Coordination).

1.5 Public Outreach. (UNCHANGED)

If requested, Consultant will provide support and assistance with Valley Water's public outreach activities which may include coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the ADSR Project website, developing responses to

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questions, and performing other tasks as directed by the DPM. The Consultant team will provide public outreach support and assistance up to the defined level of effort. This task includes public outreach efforts required to support up to four (4) public outreach meetings and two (2) public meetings during the EIR public review period. Note that this task does not include Consultants' participation in CEQA scoping meetings, which will be conducted under Subtask 2.5.

Task 1 – Deliverables (UNCHANGED)

1. Monthly Status Reports, and Invoices, Project Planning/Pre-Design Work Plan (Draft, Draft Final and Final)
2. Meeting Agendas, Minutes, including review comments, and Presentations
3. Strategy and Decision Memoranda (up to 3)
4. Change Management Memoranda (up to 3)
5. Meetings/Conference Calls attendance and notes
6. Newsletters, graphics, webpage updates, and responses to questions

Task 1 – Assumptions (UNCHANGED)

The ADSR Project is highly visible to the public and regulatory agencies. It is expected that the Consultant will properly anticipate heavy public and regulatory scrutiny during the environmental review and permitting process. Consultant will brief the Consultant team and subconsultants on the importance of maintaining confidentiality regarding the project.

Task 2 – Environmental Documentation (REVISED)

The purpose of this task is to review the existing draft environmental documentation of the ADSR Project (including the draft EIR) and to accurately revise the ADSR Project description to be consistent with the revised ADSR Project objectives and modifications necessitated by the FOCF. The Consultant will ensure the revised ADSR Project EIR's project description is accurate and that ADSR Project EIR complies with all requirements of the California Environmental Quality Act (CEQA) to ensure it can be presented to Valley Water's Board of Directors as the CEQA Lead Agency so it can consider and certify the Final Environmental Impact Report (EIR) and adopt a Mitigation Monitoring and Reporting Program (MMRP).

Major tasks in the Scope of Services include but are not limited to preparation of the following: review of previous draft of the CEQA documentation for both the ADSR Project and Fisheries and Aquatic Habitat Collaborative Effort (FAHCE) Project (i.e., the FAHCE Project includes Coyote Creek flow and non-flow measures that will be removed from the draft FAHCE EIR and incorporated into the ADSR Project EIR); development of a revised and accurate CEQA Project Description for the ADSR Project; conducting environmental investigations, surveys and studies; development of mitigation approaches; Development of the revised ADSR Project EIR; development of the MMRP; meeting CEQA public noticing requirements; drafting of a statement of overriding considerations, if applicable, findings of fact, and any other aspects for delivery of the revised ADSR Project EIR.

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**2.1 Review of 2018 Administrative Draft EIR and Updated Project Description Inputs.
(UNCHANGED)**

Consultant will review the existing administrative draft EIR for the ADSR Project and identify gaps in the updated project description, setting and baseline conditions evaluation, screening of alternatives, impact analysis and proposed mitigation measures. Consultant shall prepare a technical memo summarizing gaps and information needs in the 2018 ADSR Project's Administrative Draft EIR.

**2.2 Revised CEQA Project Description and Incorporation of FAHCE Coyote Measures.
(UNCHANGED)**

Consultant will revise the CEQA project description for the ADSR Project to include any current changes to the ADSR project design, including the post-construction operations of Anderson Dam, and adding applicable project description elements from the draft FAHCE Project EIR for inclusion in the revised Administrative Draft EIR for the ADSR Project. This task is detailed as follows:

Once the majority of the gaps in the project description identified under Subtask 2.1 have been answered by Valley Water, the Consultant team will update the 2018 CEQA Project Description for the ADSR Project to reflect the current project design, including the post-construction operations of Anderson Dam, and adding applicable project description elements from the draft FAHCE Project EIR. More specifically, Coyote Creek flow and non-flow measures from FAHCE will be incorporated into the CEQA Project Description. Consultant understand that the ADSR Project EIR will include a project-level evaluation of proposed seismic retrofit activities and flow-related FAHCE measures (i.e., post-construction operation of Anderson Dam releases), and a program-level evaluation of impacts from non-flow-related FAHCE measures, such as spawning or rearing habitat improvements and remediation of fish passage impediments.

Because the non-flow FAHCE measures will be assessed programmatically, Consultant will work with Valley Water to calibrate the level of detail necessary to incorporate these measures into the project description. Consultant does not expect that as much detail needs to be provided for these programmatic measures compared to the project specific measures. In addition, because some project design uncertainties may exist, Consultant will prepare a revised CEQA Project Description that provides Valley Water with flexibility while certain design details are refined through the remaining engineering process. As part of this subtask, Consultant will also develop a base map of the ADSR Project area by incorporating updated project designs provided by the engineer team into the most recent project maps available (e.g., that used in the USFWS Biological Assessment which is currently being prepared by Subconsultant, H.T. Harvey). This scope includes two rounds of Valley Water review on the revised CEQA Project Description (two revised drafts and a final revised project description to support Subtask 2.6 [Administrative Draft EIR #1]).

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Additional Environmental Investigation and Studies. (UNCHANGED)

Following review of the existing ADSR Project documentation and environmental information including the existing draft of the ADSR Project EIR), Consultant will determine if any additional Environmental Investigations and Studies are needed to develop an administrative draft consistent with the revised ADSR Project description and objectives.

The recommendations set forth in a technical memo should include assessments needed to determine the environmental setting and baseline conditions for the ADSR Project and evaluation of potential impacts of the ADSR Project not previously evaluated, and develop potential mitigation measures to address ADSR Project impacts, all as required by CEQA and other applicable laws and regulations. The memorandum will summarize existing environmental data and information available for each EIR resource topic to support the setting and baseline conditions, and recommend additional studies required to ensure CEQA and regulatory compliance.

Additional environmental investigations (or studies) anticipated include: bald and golden eagle nest surveys; synthesizing reservoir rule curves and FAHCE fisheries habitat data; cultural resources studies including defining the revised Area of Potential Effect (APE), archaeological site evaluations, and a paleontological resources impact assessment; a traffic/transportation memorandum documenting existing conditions and potential impacts on local traffic; air quality and greenhouse gas emissions technical memoranda; and a noise/vibration memorandum. The specific approach and assumptions for preparing these identified studies/investigations are provided below. For each study or investigation, a draft, revised draft, and final memorandum will be prepared to summarize the results.

2.3.1 Bald and Golden Eagle Nest Surveys (UNCHANGED)

Valley Water has coordinated with the USFWS and CDFW regarding the scope of surveys necessary to determine whether and where bald and golden eagles are nesting in the vicinity of Anderson Reservoir. These surveys would focus on areas where nests, if present, could potentially be disturbed by Project activities or where territories could be abandoned due to habitat changes during Project construction (i.e., abandonment by bald eagles as a result of temporary dewatering of the reservoir). The results of these surveys would inform CEQA impact assessment and development of mitigation measures as well as USFWS and CDFW coordination/permitting to obtain any necessary take approval related to eagles.

Consultant's subconsultant, H. T. Harvey, will be conducting the first round of surveys under a separate authorization, but under this task, H. T. Harvey will conduct up to three additional rounds of surveys in late winter and spring of 2020 to obtain this information. These three rounds of surveys would be conducted from a helicopter by ecologists experienced in conducting surveys for nesting eagles, and would be conducted from February to mid-June. Surveys would cover areas within 1 mile of the existing reservoir, as well as within 1 mile of the dam and any other areas where ADSR Project activities are proposed (such as staging or stockpiling areas outside the dam/reservoir), with expansion of the survey area to include all suitable habitat within 2 miles of potential

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blasting areas (e.g., at the proposed tunnels and the Basalt Hill borrow area). Ground-based surveys by a single ecologist could potentially be conducted in lieu of the fourth round of aerial surveys, if needed to identify specific nest locations. The bald and golden eagle nest survey results will be documented in a technical memorandum.

2.3.2 Synthesize Reservoir Rule Curves and FAHCE Fisheries Habitat Data (UNCHANGED)

The Consultant team assumes no fisheries surveys will be required to complete the CEQA analysis; however, the CEQA analysis will require the development of an approach that can integrate the expected rule curves for reservoir operations through the construction period and after construction with data from the FAHCE program on habitat suitability for steelhead in Coyote Creek. Because the FAHCE program data has not necessarily been collected with the intention of a CEQA analysis, under this subtask, additional data synthesis and analytical approaches will be applied to the data to support the CEQA analysis.

2.3.3 Define Cultural Resources Area of Potential Effects (UNCHANGED)

Consultant's subconsultant, Far Western, will coordinate with Valley Water to develop an adequate CEQA and Section 106 Area of Potential Effects (APE), based on the revised project description. Consultant assumes the previously defined APE for the FAHCE project will be adequate when combined with the previously defined APE (or a portion of the previously defined APE) for the ADSR Project. JRP, working under Far Western, will provide input on the APE boundary regarding built environment resources.

2.3.4 Archaeological Site Evaluations (REVISED)

Where the ADSR Project cannot avoid archaeological resources, potentially impacted resources must be evaluated for their eligibility for listing on the National Register of Historic Places (National Register) and California Register of Historical Resources (California Register). Consultant's subconsultant, Far Western, has recently completed an archaeological inventory for the ADSR Project and has identified 10 archaeological sites that require evaluations. Building on this existing project documentation, Far Western will prepare an archaeological research design and testing plan (ARDTP) outlining research questions and evaluation methods. Evaluations will be based on a combination of archival research and information provided during consultation, detailed field mapping and documentation, surface collection, testing via excavation, and laboratory analysis. Results will be presented in an evaluation report providing recommendations for site eligibility. Eligibility determinations will support the cultural resources analysis in the EIR, and ultimately will require FERC and the State Historic Preservation Officer (SHPO) concurrence. Should additional archaeological site evaluations be needed for the ADSR Project, the project team has allocated budget for this effort under Subtask 4.2.7.

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2.3.5 Paleontological Resources Impact Assessment (UNCHANGED)

Consultant's subconsultant, Far Western, will prepare a paleontological resources impact assessment report. The first step in addressing paleontological resources for regulatory compliance is a desktop study to assess where such resources may be present and impacted by the ADSR Project. This assessment will be based on published geological maps and paleontological literature and museum records searches; existing project data (e.g., geotechnical studies) will also be taken into consideration. A mitigation and monitoring plan will be included in the paleontological resource impact evaluation report. A field study is optional and included under Subtask 4.2.9.

2.3.6 Traffic/Transportation Memorandum (UNCHANGED)

Because the prior traffic evaluation completed for the 2018 Administrative Draft EIR is outdated, Consultant's subconsultant, Hexagon, will prepare a new traffic/transportation memorandum documenting existing conditions and evaluating the Project's potential traffic impacts on local roads. As part of this effort, Hexagon will complete the following tasks:

- Collect new traffic count data at up to five (5) intersections and ten (10) roadway segments.
- Hexagon will coordinate with Consultant, Valley Water, and its engineer team to obtain project construction details regarding known roadway closures, partial or full road closures, timing of duration of such closures, and whether such closures would be continuous or intermittent. This information will help Hexagon determine the exact areas and roadway facilities that would be affected by closures and detours, and guide the selection of intersections and roadways to be evaluated.
- Hexagon will evaluate the potential traffic impacts due to temporary road closures and/or adjustment of roadways. The analysis will qualitatively evaluate impacts of detoured vehicular and construction traffic on surrounding streets and intersections and include recommended mitigation measure to reduce any identified significant impacts. Hexagon will use City of Morgan Hill Traffic Demand Forecasting (TDF) model to produce traffic forecasts and to develop peak-hour intersection turn movements and roadway segment volumes, or average daily traffic volumes (ADT). In addition, intersection levels of service will be calculated at locations with known existing operational issues to show the impacts of the construction traffic. Any intersection or roadway improvements necessary to accommodate the detoured and construction traffic will be identified. These could include revised traffic controls, temporary parking restrictions, or other temporary measures. The intersection analysis will cover the weekday AM and PM peak hours only.
- The traffic impact analysis will also include an evaluation of vehicle-miles-traveled (VMT) per recent State guidelines (Senate Bill 743) for traffic impact analysis in EIRs. The VMT evaluation will rely on information provided in regards to the number of trucks and autos and their anticipated origins and destinations.

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This scope does not include the use of traffic models to project VMT specifically for the proposed project. Impacts and general potential mitigation measures based on the VMT evaluation will be identified. However, evaluation of the effects of VMT of any identified mitigation measures will be limited to a qualitative discussion with no further VMT analysis.

2.3.7 Air Quality and GHG Technical Memoranda (UNCHANGED)

Consultant's subconsultant, Ramboll, will develop technical memoranda describing the air quality and GHG analyses. The memoranda will provide a discussion of existing/baseline conditions, regulatory setting, as well as an impact evaluation with recommended mitigation measures. Ramboll will build off of the previous Administrative Draft EIR sections, including the air quality technical appendix prepared in 2018. Specifically, Ramboll will update the air quality technical appendix to reflect the updated construction equipment and sequencing, and will also conduct a health risk assessment.

2.3.8 Noise/Vibration Memorandum (UNCHANGED)

Ramboll will develop a technical memorandum describing the noise analyses. The memorandum will provide a discussion of existing/baseline conditions, regulatory setting, as well as impact evaluation with recommended mitigation measures. The noise memorandum will include a summary of noise measurements in the project vicinity as well as a discussion of updated noise modeling to reflect current project design information.

Other potential investigations and studies that may be required (e.g., visual simulations) are described under Task 4 (Supplemental Services).

As directed by Valley Water, Consultant will secure (on behalf of Valley Water) or will support Valley Water staff efforts to secure the necessary access easements to perform the identified environmental investigations and studies described above.

2.4 Revised Notice of Preparation, Initial Study, and AB 52 Consultation Support. (COMPLETED)

If determined appropriate through consultation with Valley Water, Consultant will revise the Notice of Preparation (NOP) and Initial Study (IS) that was originally prepared in 2013. Consultant will update the NOP and IS based on information completed in Subtask 2.2 (Revised CEQA Project Description and Incorporation of FAHCE Coyote Measures). Consultant will revise the updated NOP and IS following one round of comments by Valley Water. Consultant will submit the NOP to the Office of Planning and Research, agencies and individuals that received the original NOP, agencies and individuals that provided scoping comments during the 2013 NOP scoping period, and regulatory agencies that have been involved in the Project. Consultant will prepare newspaper notices (if any) for Valley Water. Valley Water will bear the cost of publishing the newspaper notices.

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Consultant will also provide Valley Water general AB 52 consultation guidance and respond to specific questions that may arise. Consultant will participate in consultation conference calls and attend in person meetings, as requested, and can also review consultation documents prepared by Valley Water and/or draft documents on behalf of Valley Water.

2.5 Environmental Scoping. (COMPLETED)

If Valley Water and Consultant decide to advance Subtask 2.4 (Revise the Notice of Preparation, Initial Study, and AB 52 Consultation Support), Consultant will hold two scoping meetings, one for the general public and a second for public agency and regulatory staff. Consultant will prepare materials including a PowerPoint presentation to present at both meetings. This scope assumes that Valley Water will be responsible for reserving meeting venues for both meetings. At the close of the 30-day scoping period, Consultant will prepare a scoping summary report that provides an overview of the scoping process and the comments received. The scoping summary report will summarize the comments received, identify key issues to be addressed in the EIR, and identify issues raised in comments that are outside the scope of the EIR, or will for other reasons not be addressed in the EIR. Consultant will revise the scoping report after one round of review by Valley Water.

2.6 Administrative Draft EIR #1 (UNCHANGED)

After completion of Subtask 2.2, Consultant will prepare Administrative Draft EIR #1 to meet requirements of CEQA Guidelines Sections 15120 through 15131. Consultant will rely on applicable setting and analysis information from the 2018 Administrative Draft EIR and the FAHCE EIR, and will update the analyses to reflect the revised CEQA project description developed under Subtask 2.2. The Administrative Draft EIR #1 will also include updates to the significance criteria in Appendix G of the CEQA Guidelines (including resource topic sections on energy, tribal cultural resources, and wildfire), which became effective on December 29, 2018. Consultant will submit five (5) hard copies and one electronic copy to Valley Water for review. See assumptions section below regarding assumptions for Valley Water document reviews.

2.7 Administrative Draft EIR #2 (UNCHANGED)

Consultant will prepare Administrative Draft EIR #2 in response to Valley Water comments on Administrative Draft EIR #1. Consultant will also submit a table listing Valley Water's comments on Administrative Draft EIR #1 and how comments were addressed (e.g., change made, change not made and rationale). Consultant will submit five (5) copies and one electronic copy to Valley Water for review. This task assumes that there will be no substantive changes to the project description and/or project footprint that will affect the environmental impact analysis after submittal of Administrative Draft EIR #1.

2.8 Screencheck Draft EIR #1 for Valley Water Legal Review (UNCHANGED)

Consultant will prepare the Screencheck Draft EIR #1 in response to Valley Water comments on Administrative Draft EIR #2. Consultant will also submit a table listing Valley Water's comments on Administrative Draft EIR #2 and how comments were addressed (e.g., change made, change not made and rationale). Screencheck Draft EIR #1 will be

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submitted for review by Valley Water's legal counsel. Consultant will submit five (5) copies and one electronic copy of the Screencheck Draft EIR #1 to Valley Water for review.

2.9 Screencheck Draft EIR #2 for Print Check (UNCHANGED)

Consultant will prepare Screencheck Draft EIR #2 in response to Valley Water legal comments on Screencheck Draft EIR #1. Consultant will also submit a table listing Valley Water's comments on Screencheck Draft EIR #1 and how comments were addressed (e.g., change made, change not made and rationale). In addition, draft Notice of Availability (NOA), and draft Notice of Completion (NOC) for the State Clearinghouse submittal will be prepared under this task. Consultant will submit five (5) copies and one electronic copy of the Screencheck Draft EIR #2 to Valley Water for review. This task assumes that relative minor revisions will be needed following Valley Water legal review.

2.10 Public Draft EIR (UNCHANGED)

Consultant will prepare the Public Draft EIR, final NOA and final NOC in response to Valley Water comments on the Screencheck Draft EIR #2. Consultant will also submit a table listing Valley Water's comments on the Screencheck Draft EIR #2 and how comments were addressed (e.g., change made, change not made and rationale). This scope assumes preparation of up to 40 hard copies of the Public Draft EIR; one unbound reproducible copy for Valley Water's internal use, reproduction, and distribution; and fifteen (15) electronic copies on CD for the State Clearinghouse. It is assumed that hard copies will be distributed by FedEx. Public meetings completed during the public review period will occur under Subtask 1.5 (Public Outreach).

2.11 Administrative Final EIR #1 and MMRP (UNCHANGED)

At the close of the Draft EIR public review period, Consultant will organize comments submitted and enter them into a table organized by topic area, persons or organization commenting, and recommended responses and changes to the Draft EIR. The table will be submitted to Valley Water in electronic format. Consultant will prepare Administrative Final EIR #1 containing comments received on the Draft EIR, response to those comments, and revisions to the Draft EIR made necessary by the response to comments. Additionally, a draft Mitigation Monitoring and Reporting Program (MMRP) will be prepared and submitted to Valley Water that satisfies CEQA requirements.

2.12 Administrative Final EIR #2 and MMRP (UNCHANGED)

Consultant will incorporate document revisions and prepare Administrative Final EIR #2 and a revised MMRP based on Valley Water comments on Administrative Final EIR #1.

2.13 Screencheck Final EIR (UNCHANGED)

Consultant will incorporate document revisions and prepare the Screencheck Final EIR and revised MMRP based on Valley Water comments on Administrative Final EIR #2.

2.14 Final EIR (UNCHANGED)

Consultant will incorporate document revisions and prepare the Final EIR and final MMRP based on Valley Water comments on the Screencheck Final EIR.

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2.15 Findings of Fact and Statement of Overriding Considerations, and Notice of Determination (UNCHANGED)

Consultant will prepare draft Findings of Fact for each significant impact, as well as a Statement of Overriding Considerations for significant impacts found to be unavoidable (if applicable) for Valley Water's use in certifying the Final EIR and approving the ADSR Project. The Statement of Overriding Considerations, if required, will express Valley Water's reasons for approving a project that would have significant, unavoidable impacts on the environment. The Statement would be based on supporting evidence in the administrative record. Consultant will prepare the Findings of Fact in compliance with CEQA Guidelines Sections 21081 and 21081.5. Following Valley Water review and comment of the draft Findings, Consultant will finalize the Findings for adoption.

Consultant will also prepare a Notice of Determination (NOD) conforming to CEQA Guidelines Section 15094. Within five days of project approval, Valley Water will file the NOD with the Santa Clara County Clerk/Recorder for recording. Consultant will submit the NOD to the State Clearinghouse, and mail it to anyone who requested a copy of the notice.

Task 2 – Deliverables (UNCHANGED)

1. Technical memo summarizing existing data available to support the environmental setting sections and data gaps and information needs in the 2018 ADSR Project's Administrative Draft EIR.
2. Draft, revised, and final revised CEQA project description for the ADSR Project.
3. Technical memorandum summarizing bald and golden eagle nest survey findings.
4. Cultural Resources APE Map.
5. Draft, revised draft, and final Archaeological Site Evaluation Report.
6. Draft, revised draft, and final Paleontological Resources Impact Assessment Report.
7. Draft, revised draft, and final Traffic/Transportation Technical Memorandum.
8. Draft, revised draft, and final Air Quality and GHG Emissions Technical Memoranda.
9. Draft, revised draft, and final Noise/Vibration Technical Memorandum.
10. Draft and final revised Initial Study and revised Notice of Preparation, if applicable.
11. Draft and final scoping meeting presentations and scoping summary report, if applicable.
12. Access easements to perform all necessary environmental investigations and studies.
13. Base map of ADSR Project area and metadata.
14. Revised Administrative Draft EIRs #1, #2, and Screencheck Draft EIRs #1 and #2.
15. Public Draft EIR.
16. Administrative Final EIRs #1, #2, Screencheck and Final EIRs.
17. Draft and Final Mitigation Monitoring and Reporting Program (MMRP).
18. Applicable CEQA public noticing materials including the draft and final Notice of Availability (NOA), Notice of Completion (NOC), and Notice of Determination (NOD).
19. Notes and documentation associated with stakeholder input.
20. Draft and Final Document of Findings of Fact for each significant impact, and Statement of Overriding Considerations for significant impacts found to be unavoidable.

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Task 2 – Assumptions (UNCHANGED)

It is assumed that Valley Water and the engineer team will provide all applicable GIS data and/or CAD files of the updated project design prior to development of the ADSR Project base map, as well as the latest draft of the current project description being prepared by Valley Water.

It is assumed that the combined project area (ADSR plus FAHCE) will be defined prior to development of the cultural resources APE, which will be based on the ADSR Project base map, and that there will be no more than two changes to the APE that require additional mapping. If the APE needs to change after cultural resources studies are begun there may be additional costs (see Task 4 options).

It is assumed that when Valley Water reviews text documents, and draft versions of the EIR document, that comments will be provided electronically in a single version of the document, with comments collated (collected and organized in a single document). It is also assumed that Valley Water comments will be internally coordinated and will not provide conflicting guidance or direction from other guidance provided in the document or verbally by Valley Water.

Each technical report or memorandum listed will be revised twice based on two rounds of comments received by Valley Water.

For the Archaeological Site Evaluation Report, it is assumed that Consultant will evaluate up to 10 archaeological sites (135 person days for field work) previously identified by Far Western for the ADSR Project. It is assumed that survey-level archaeological inventory has already been completed for the FAHCE project (similar to Far Western's prior inventory for the ADSR project). Consultant assumes no additional archaeological resources in the combined APE will require evaluation beyond those Far Western has already identified.

If the revised NOP gets recirculated and AB 52 consultation is required, it is assumed that Far Western will participate in up to four (4) calls, two (2) in-person meetings, and prepare up to four (4) memoranda/letters for AB 52 consultation.

With the exception of the Public Draft EIR, up to five (5) hard copies of each deliverable will be provided in addition to electronic format, if requested. It is assumed that forty (40) hard copies and 10 electronic copies on CD will be prepared of the Public Draft EIR will be prepared.

Task 3 – Regulatory Permitting and Mitigation Plan Development (REVISED)

The purpose of this task is to produce permit applications, environmental alternative analyses under section 404 of the Clean Water Act, environmental documents, and other supporting material needed for ADSR Project regulatory compliance. Under the direction of Valley Water, Consultant will draft regulatory permit applications, including applicable biological assessments and technical documentation in support of regulatory compliance for Valley Water review and approval and will assist in planning and attending meetings with regulatory agency personnel. Consultant will be responsible for keeping detailed notes of meeting(s).

The Consultant team will develop draft and final permit applications and materials, including supporting technical documentation. It is anticipated that the ADSR Project will require consultation and/or permits from the following agencies: the United States Army Corp of Engineers (USACE); the United States Fish and Wildlife Service (USFWS); the National Marine Fisheries Service (NMFS); the Valley Habitat Agency (VHA); the California Department of Fish

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and Wildlife (CDFW); State Office of Historic Preservation; and the State Water Resources Control Board (SWRCB) (and/or local San Francisco Bay Regional Water Quality Control Board).

3.1 USACE CWA Section 404 Permit Application and Supporting Documentation (REVISED)

The Project will require an Individual Permit under Clean Water Act (CWA) Section 404 from the USACE. The Consultant team will prepare the draft permit application (Engineering Form 4345) and supporting documents including the draft 404(b)(1) alternatives evaluation. This Scope of Services assumes that the Consultant team will be able to rely on the preliminary jurisdictional determination report previously prepared by H. T. Harvey, without the need for substantial additional delineation/mapping.

Other supporting documents such as the Biological Assessment (BA) for use in consultation with NMFS will be prepared under Subtask 3.5, and the Section 106 cultural resources report for consultation with the SHPO will be prepared under Subtask 3.6. The BA for use in consultation with USFWS is currently being developed by H.T. Harvey under a separate contract but will be included with the permit application package as well. The draft permit application, preliminary jurisdictional delineation report, and 404(b)(1) alternatives evaluation will be revised after one round of review by Valley Water.

3.2 State Water Resources Control Board (SWRCB) Permit Application and Supporting Documentation, and Coordination with San Francisco Bay Regional Water Quality Control Board (RWQCB) (UNCHANGED)

The ADSR Project will require authorizations from the SWRCB including water quality certification (WQC) under Section 401 of the CWA and waste discharge requirements (WDR) under the State Porter-Cologne Water Quality Control Act. Consultant will prepare a cover letter and FORM R2C502-E (Application for 401 WQC and/or Report of Waste Discharge) and supporting materials.

At this time, Consultant are not anticipating substantive changes to Valley Water's current water rights for the Anderson Dam and associated releases (e.g., a change to the storage volume of the reservoir or diversion season, etc.). However, because the ADSR Project will include FAHCE flow and non-flow measures, providing water flows for fish and completing non-water-flow habitat restoration projects; there may be the need to update the current water rights documentation with the SWRCB to include an instream flow dedication.

This task includes time for Consultant to coordinate with the SWRCB to address this potential change to Valley Water's water rights documentation for the Anderson Dam and Reservoir. This task includes time for Consultant to:

- Review project elements with the SWRCB and determine if/what level of documentation and noticing is needed;
- Prepare a change petition form describing the instream flow dedication for submittal to the SWRCB and CDFW;
- Coordinate with SWRCB regarding potential public noticing of the instream flow dedication;

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- Address potential protests that may be submitted to the SWRCB (if public noticing is determined to be necessary) regarding the proposed instream flow dedication;
- Coordinate with the SWRCB regarding their evaluation of potential impacts to public trust resources associated with the proposed instream flow dedication;

This scope of work assumes that a hydrologic analysis will not be required since the ADSRP would not result in changes to the diversion quantity or water use at Anderson Reservoir. Thus, the ADSRP would have no potential to adversely affect other water right holders due to an increase in water storage and use. Additionally, Consultant assume that the ADSR Project EIR will address the key environmental issues associated with the petition for change and can be relied upon by the SWRCB for CEQA compliance documentation.

3.3 CDFW Section 1602 Lake or Streambed Alteration Agreement Permit Application and Supporting Documentation (UNCHANGED)

The Consultant team will prepare a draft and final Section 1602 Lake or Streambed Alteration Agreement (LSAA) application and supporting materials to obtain CDFW approval for project impacts on aquatic and riparian habitats within its jurisdiction. The application will be revised after one round of review by Valley Water. The Consultant team will assist Valley Water in coordinating with the CDFW to obtain the LSAA.

3.4 CDFW Incidental Take Permit Application (UNCHANGED)

For Project activities that are covered by the VHP, incidental take of the California tiger salamander and foothill yellow-legged frog under the California Endangered Species Act will be provided through the VHP. However, as noted previously, some project activities are not expected to be covered by the VHP. Therefore, the Consultant team will prepare a project-specific Incidental Take Permit application to obtain California Endangered Species Act take authorization for any project-related take of the California tiger salamander and foothill yellow-legged frog that is not covered by the VHP, and Consultant will assist Valley Water in coordinating with the CDFW to obtain the Incidental Take Permit. The draft application will be revised after one round of review by Valley Water. Consultant has assumed that no take of other state-listed species will result from the Project.

3.5 NMFS Biological Assessment (UNCHANGED)

The Consultant team will participate in consultation meetings with NMFS and prepare a Biological Assessment (BA) in sufficient detail to determine to what extent the ADSR Project may affect any federally threatened, Central California Coast steelhead, or adversely modify designated critical habitat in Coyote Creek. Given the decades of data collection and modeling conducted as part of the FAHCE, as well as fisheries information currently being prepared by Valley Water and its consultants, Consultant anticipate using existing information to conduct the impact analysis and identify the life history stages most at risk given the expected rule curves for reservoir operations through the construction period and beyond. This scope assumes Consultant team member Stillwater Sciences will participate in up to four (4) in-person consultation meetings with NMFS staff to discuss BA development.

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**3.6 Section 106 Cultural Resources Compliance and SHPO Consultation
(UNCHANGED)**

Consultant subconsultant, Far Western, with JRP will perform necessary studies and prepare technical documents for compliance with Section 106 of the National Historic Preservation Act and provide support for consultation with SHPO. Cultural resources studies and deliverables that will simultaneously address CEQA and Section 106 requirements are described in detail below. Archaeological site evaluations by Far Western required under Section 106 will have already been addressed in this Scope of Services under Subtask 2.3.

3.6.1 Historic Resources Report (UNCHANGED)

Under Far Western's direction, JRP will prepare a draft and final historic resources report that inventories and evaluates built environment resources in the APE. The report will consolidate and update the historic resources reports previously prepared for the ADSR and Coyote FAHCE Projects. The historic resources report will inform the cultural resources section of the EIR and support Section 106 compliance. The historic resources report will include a finding of effects regarding built environment. Consultant assumes no additional built environment resources in the combined APE will require evaluation beyond those JRP has already addressed for the ADSR Project, and that the Project will not have an adverse effect on built environment resources that are listed in or determined eligible for the National Register.

3.6.2 Archaeological Resources Finding of Effects (UNCHANGED)

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

3.6.3 Historic Properties Treatment Plan (UNCHANGED)

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

3.6.4 Native American / Interested Parties Consultation Support (UNCHANGED)

FERC has designated Valley Water as their non-federal representative for Native American consultation. Far Western will continue to assist Valley Water with ongoing consultation efforts. Far Western can provide updates to interested parties and seek input on development of the ARDTP and HPTP. Consultation support

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may include providing general consultation guidance, communicating directly with interested parties via mail, email, and/or phone, participating in conference calls and in person meetings, reviewing and/or drafting consultation documents, and maintaining a consultation log. Under Far Western's direction, JRP will similarly provide assistance with outreach to parties interested in historic resources (e.g., historical societies).

3.6.5 SHPO Consultation Support (UNCHANGED)

SHPO consultation support includes coordination with FERC as the federal lead agency. Far Western and JRP may participate in conference calls and/or in person meetings, as requested. Far Western and JRP can also review consultation documents prepared by Valley Water and/or draft consultation documents on behalf of Valley Water. At a minimum, consultation should occur after evaluation, requesting SHPO concurrence on the adequacy of the APE and identification and eligibility determinations, and for concurrence on the appropriateness of the HPTP. SHPO will also need to be a signatory to the project PA.

3.7 Valley Habitat Plan Compliance Plan Development (UNCHANGED)

Aspects of the ADSR Project are a covered activity under a Habitat Conservation Plan and Natural Community Conservation Plan for the Santa Clara Valley. The Consultant team will provide documentation associated with VHP compliance requirements including but not limited to ground cover verification, completion of draft and final VHP reporting forms, calculation of applicable fees and sensitive plant mitigation documentation.

The Consultant team will prepare the necessary information for a VHP application requesting approval of all Project components that are covered by the VHP (i.e., all those that are not explicitly excluded from VHP coverage based on the criteria on pages 2-59 and 2-60 of the VHP). Application materials will include the VHP Reporting Form for Public Projects and associated documentation (e.g., land cover mapping and results of field verification surveys), as well as forms for calculation of applicable fees. When determining the necessary fees, Consultant will take into account portions of the project footprint for which Valley Water has already paid permanent impact fees, such as areas covered by the Dam Maintenance Program and preliminary ADSR Project geotechnical investigations, as those areas would not be subject to additional fees. The application materials will also include documentation of impacts to VHP-covered plants in sufficient detail to inform determination of mitigation requirements under the VHP (e.g., documentation of whether entire occurrences will be lost, whether any salvage of rare plants is proposed, and whether any Project-specific mitigation is proposed). Consultant will also assist Valley Water in coordinating with the Santa Clara Valley Habitat Agency as necessary during processing of the VHP application.

3.8 Mitigation Plan (UNCHANGED)

Independent of the Mitigation Monitoring and Reporting Program as part of the CEQA process, the ADSR Project will require development of a Mitigation Plan that will identify methods that will mitigate temporary and permanent impacts resulting from project activities. The Consultant team anticipates that mitigation for much of the Project's impact to sensitive resources such as waters of the U.S./State, riparian habitats, serpentine communities, and special-status plants and animals will occur via payment of VHP impact

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fees. Although some impacts may not be covered by the VHP, as noted above, Consultant expects that very little permanent impact to listed species and their habitats, or to regulated habitats, will occur that requires compensatory mitigation, and it is possible that compensatory mitigation for such impacts could also be provided via payment of VHP fees. As a result, it is possible that little Project-specific mitigation for impacts to sensitive habitats or species, aside from fish, will be necessary. Nevertheless, based on previous work on the Project, Consultant anticipates that Project-specific compensatory mitigation for impacts to San Francisco collinsia (creating and managing a new occurrence of the species using seed from the Project site), and possibly to pallid bats (construction of an alternative roost structure), will be necessary.

In addition, Project-specific mitigation for impacts to steelhead may be necessary. For example, Consultant understands that a dewatering plan, containing an assessment of impacts from initial dewatering and construction-period flows, is currently being prepared, and that the dewatering plan is likely to include mitigation if necessary, to offset temporary dewatering impacts on steelhead. Fisheries-related mitigation would likely not be satisfied via payment of VHP impact fees; therefore, specific, Project-related mitigation activities may be necessary. Note that the FAHCE measures incorporated into the Project would likely constitute conservation measures for steelhead and other endangered fish to avoid, minimize and potentially mitigate impacts to fish as a result of operation of the ADSR Project. As described above, Consultant anticipates facilitating the development of creative and reasonable mitigation (as needed) for steelhead in consultation with NMFS, relying on existing data and expertise within the region and watershed.

Consultant will prepare a Mitigation Plan that details methods to mitigate temporary and permanent impacts on sensitive habitats and biological resources. The Mitigation Plan will include measures to avoid and minimize impacts (e.g., Valley Water Best Management Practices and avoidance and minimization measures from VHP conditions), restore temporarily impacted habitats, and compensate for permanent impacts. Discussion of habitat mitigation, such as creation of a new population of San Francisco collinsia, restoration of temporarily impacted areas, and compensatory mitigation for permanent impacts will be conceptual, identifying the methods for providing such mitigation, rather than Project-specific (e.g., no detailed mitigation plans are proposed).

3.9 Regulatory Agency Coordination (UNCHANGED)

The Consultant team will provide support to Valley Water during permit negotiations. This support may take the form of strategizing with Valley Water, addressing select questions from regulatory staff, preparing handouts and/or displays, attending meetings to answer questions and/or give short presentations. At Valley Water discretion, the Consultant team will be responsible for preparing meeting notes to document meeting discussions and outcomes.

3.10 Archaeological Survey of Reservoir Area (New)

Per the FOCPP Programmatic Agreement (PA) and prior conversations with FERC and other agencies, archaeological survey of the reservoir area will be required after FOCPP dewatering to deadpool (note that survey of other areas currently included in the FOCPP is already accounted for). Consultant will complete this task, including management/prefield, field/survey, and report write-up. Portions of the reservoir not previously surveyed would be surveyed. Survey will include up to 800 acres in the reservoir and will be reduced where

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possible. For example, where lake sediment is clearly present, the survey may be inefficient for identifying archaeological resources. Records searches of this area have been previously conducted and will not be repeated. Sites will be fully documented on standard archaeological site records (Department of Parks and Recreation 523 form). Recording up to four archaeological sites is included in this task. A supplemental archaeological technical report will be prepared (one draft and one final).

3.11 FOCF Mitigation: Cultural Awareness Construction Training (New)

Cultural awareness training for construction workers will consist of a 20 minute or shorter PowerPoint presentation. Handouts can also be provided. Consultant assumes that Valley Water will directly contract with Chairperson Valentin Lopez of the Amah Mutsun Tribal Band for Native American input for the training. Consultant will provide the portion of the training that addresses regulatory requirements and will assist with design of the entire training with Amah Mutsun input. Consultant can also participate in one live, virtual presentation of the training with a Q&A, which can be recorded for future use.

This task assumes the APE would expand by no more than 200 acres (or three days of survey for a crew of two archaeologists).

3.12 FOCF Additional Survey-level Archaeological Inventory (New)

Additional surveys may be required if prior identification efforts are determined insufficient or should the project area and APE expand after it is initially defined as FOCF components downstream in Coyote Creek are more fully designed. This task includes updating APE mapping for specific project components, conducting a records search and background research update (if in an area not previously covered), updated sensitivity assessments for precontact and historic-era sites, pedestrian surveys, and preparation of a supplemental archaeological inventory report (one draft and final).

This task assumes the APE would expand by no more than 200 acres (or three days of survey for a crew of two archaeologists).

3.13 FOCF Additional Built Environment Inventory and Evaluation (New)

Consultant will inventory and evaluate on DPR 523 forms up to three (3) additional built environment resources, if any are identified in the revised APE that were not previously studied for this project. These resources will share similar historic context to buildings/structures previously studied for this project and the forms will be incorporated into the historic resources report. No additional document production is included, and it is assumed that no effects analysis will be necessary.

3.14 FOCF Additional Subsurface Identification for Archaeological Sites (New)

Initial survey-level archaeological inventory, which will include an assessment of the potential for buried archaeological sites, has not yet been completed for all FOCF components. Specifically, at this time we do not know if the Cross Valley Pipeline Extension, Coyote Percolation Dam Replacement, or Coyote Creek Flood Management Measures may require subsurface identification for archaeological sites. Subsurface identification for archaeological sites may be required if areas of high sensitivity are identified where project ground disturbance is proposed. Work under this task will include preparation of a work plan (one draft and final), fieldwork consisting of backhoe trenching

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or geoprobe coring (up to three field days) with basic site recording (up to two sites), and preparation of a supplemental inventory report (one draft and final).

3.15 FOCF Additional Archaeological Site Evaluations (New)

Where the FOCF cannot avoid archaeological resources, they should be evaluated for their eligibility for listing on the National Register of Historic Places (National Register). Building on existing project documentation, subconsultants will prepare an archaeological research design and testing plan (ARDTP) outlining research questions and evaluation methods (one draft and final). Evaluations may be based on a combination of archival research and information provided during consultation, detailed field mapping and documentation, surface collection, testing via excavation, and laboratory analysis. Results will be presented in an evaluation report providing recommendations for site eligibility (one draft and final).

Consultant assumes additional sites would be similar to those previously identified and that no more than two (2) additional sites (one precontact and one historic-era) will require evaluation.

3.16 FOCF Historic Properties Treatment Plan (New)

If requested, Consultant will prepare a Historic Properties Treatment Plan (HPTP) in support of the FOCF PA designed to resolve any identifiable adverse effects to historic properties (archaeological and built environment resources) and lay out the process for addressing any potential additional archaeological discoveries during construction (two drafts and final). The HPTP would outline methods to identify, document, and evaluate resources in inaccessible portions of the APE prior to and during construction, as well as mitigation of any adverse effects through data recovery, site monitoring, construction monitoring, public outreach, and/or other appropriate measures. For built environment, the HPTP will lay out measures to avoid and minimize adverse effects, as well as provided details and procedures for producing mitigation measures. It is assumed that up to four (4) historic properties may be adversely affected by FOCF. The HPTP will require FERC and SHPO approval and may require input from other PA concurring and consulting parties.

3.17 FOCF Implementation of Mitigation Measures for Historic Properties – Built Environment (New)

Specific mitigation measures will be agreed to by the signatories of the PA, taking into account input from concurring parties and other interested groups / individuals. It is assumed that the FOCF will adversely affect up to four (4) built environment historic properties. It is anticipated that Historic American Building (HABS) and/or Historic American Engineering Record (HAER) documentation, along with other public history measures will be required as mitigation to resolve the adverse effect to built environment historic properties. Public history measures may include booklets, plaques / signage, and website content, for example. Other types of mitigation measures may be required.

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**3.18 FOCIP Implementation of Mitigation Measures for Historic Properties –
Archaeological Resources (New)**

Mitigation would be applicable only if cultural resources considered as historic properties (assumed or formally evaluated) are present within the FOCIP APE and cannot be avoided by project activities. Site specific mitigation would depend on consultation with PA parties and may include data recovery, public outreach (booklets, signage, website content, etc.), construction monitoring, site monitoring, or other options. Actual cost will depend on the number of resources requiring mitigation and the type of mitigation. This task assumes data recovery for one site (5 cubic meters of excavation and outreach) or other mitigation up to the available budget.

Note that the budget allocated to this task is potentially lower than the budget needed. Actual mitigation could potentially be much more expensive than what is included here.

3.19 ADSRP Phytophthora Pathogen Management Plan (New)

Consultant will revise the Phytophthora Pathogen Management Plan that was prepared for FOCIP activities to tailor it to ADSRP activities.

3.20 2021 Fish Rescue and Relocation Monitoring (New)

This task includes sampling for eDNA in the cold-water management zone (CWMZ), as specified in FERC Order B (8) during spring 2021. This task assumes that Consultant will provide training and collect samples with Valley Water staff during two efforts. This task includes field training, coordination with laboratory, and quality assurance/quality control of reporting of results. This task assumes remaining sampling will be conducted by Valley Water staff, and that Valley Water is responsible for shipping eDNA samples.

3.21 2021 Fish Rescue and Relocation Implementation (New)

This task includes implementation of a fish rescue effort following the methods described in FERC Order B (8), if deemed appropriate by the TWG in 2021. This task assumes Consultant will provide equipment and lead planning and implementation of rescue effort with up to five (5) staff and may include response to emergency actions as directed by Valley Water. This task assumes that Valley Water will lead reporting efforts, and that Consultant will provide data as requested, and review the report. It is anticipated that up to five (5) days of fish rescue will be required.

3.22 Spawning Gravels Habitat Monitoring (New)

This task includes review of monitoring and reporting required by Section 4.1.1 of FERC Order B (11) to assess spawning gravel quality.

3.23 Amphibian Disease/New Zealand Mud Snail Monitoring Plan (New)

This task includes Consultant support of Valley Water to collect eDNA samples during years in which fish are relocated from Coyote Creek to Upper Penitencia Creek, as well as the following year, and assumes that one fish relocation effort will occur in each year. This task assumes that Consultant will provide training and collect samples with Valley Water staff during two efforts, and that remaining sampling will be conducted by Valley Water staff. This task includes field training, coordination with laboratory, and quality

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assurance/quality control of reporting of results. Costs assumes that Stillwater will not collect samples, and that Valley Water is responsible for shipping eDNA samples.

3.24 Creek Dryback Monitoring Plan (New)

Consultant will perform drone flights each year for 2021-2024 (including coordination to obtain all approvals for the flights) to obtain color infrared aerial photography for the study area indicated in the Wetland and Riparian Habitat Dryback Monitoring Plan. Wetland and riparian land cover types will be mapped according to Valley Habitat Plan (VHP) designations, to the nearest 0.1 acre, using the aerial photography with ground-truthing as necessary to verify signatures visible in the aerial photography. Up to twenty (20) monitoring stations will be qualitatively described and photographed during the 2021 baseline year and each year thereafter to monitor health and vigor in representative locations. Consultant will prepare brief monitoring reports in 2022 and 2023 and a final analysis, impact assessment, and summary report in 2024.

3.25 Milkweed Survey Plan (New)

Consultant will perform a single pre-activity survey for milkweed plants at each FOC component site prior to the start of work at each site. Milkweed plants will be GPS-located and marked with flagging, stakes, or other materials to denote their location so they can be avoided if feasible, and a map will be prepared indicating milkweed locations. A representative sample of any milkweed found will be photographed, and the milkweed photos and locations, as well as representative photos of any monarch butterfly eggs, larvae, or pupae detected, will be reported to the Western Monarch Milkweed Mapper. Consultant restoration ecologists will provide input on incorporation of milkweed in revegetation efforts at FOC component sites.

3.26 Western Pond Turtle Monitoring Plan (New)

Consultant will conduct surveys monthly from March through July each year of FOC activities (2021, 2022, and 2023, and possibly in 2024) at Anderson Reservoir and at selected monitoring locations along Coyote Creek (Ogier Ponds and several locations along the creek downstream to the Coyote Percolation Pond). Following the completion of the final survey in 2023 or 2024, as described above, a report will be prepared documenting the results of western pond turtle surveys, as well as conclusions regarding whether there was evidence that the FOC drawdown resulted in impacts on western pond turtles.

The budget for this task assumes two days of surveys per month (one each for Anderson Reservoir and Coyote Creek downstream from the dam) for five months per year for four years.

3.27 Pallid Bat Assistance (New)

Although it is not clear whether FOC activities will exceed any of the thresholds requiring construction of a pallid bat box, it is suspected that either FOC or ADSRP will exceed those thresholds and/or cause pallid bat numbers to decline to the point that a bat box needs to be constructed. Consultant will provide assistance to Valley Water in determining an appropriate location for the bat box and in designing the box. In addition, Consultant

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will provide limited assistance in monitoring use/occupancy of the box for up to two (2) years after it is installed.

It is assumed that Valley Water will construct the bat box or have a contractor construct it (i.e., the cost of constructing the bat box is not included in this scope).

3.28 Additional Nesting Eagle Surveys (New)

It is unclear what the USFWS and CDFW will require in the way of eagle nest surveys during FOCF implementation, but per recent communications, USFWS has recommended some survey effort each year through FOCF activities to determine whether eagles move closer to FOCF activities. Therefore, the level of effort to conduct these surveys will be reduced each year from 2022 through 2024 (and even in 2022 will be less than in 2021), as information on nesting locations in 2021 will inform likely locations in later years, and ADTP activities and reservoir rim stability improvements will establish a baseline level of human activity that may help eagles to continue to distance themselves from FOCF activities. As a result, this scope assumes only two rounds of helicopter surveys in 2022 and one round in 2023 and 2024, coupled with ground-based surveys in each of these three years. This task includes preparation of a map each breeding season and brief technical report summarizing results, as well as coordination with wildlife agencies related to additional nesting eagle surveys.

This task assumes helicopter costs of \$15,000 per round of surveys.

3.29 Nesting Bird Deterrence (New)

Because Anderson Dam Tunnel Project (ADTP), a component of FOCF, construction is scheduled to start in late May, the presence of nesting birds could constrain ADTP activities. Consultant will perform limited nesting bird deterrence prior to the start of ADTP activities in 2021. HTH will assist Valley Water in coordinating with CDFW to obtain approval to remove a nest that was used in 2020 by a pair of Cooper's hawks near the ADTP project site to discourage the birds from re-nesting in that location. Each week from execution of the amendment through the week of May 24, 2021 (when a contractor is expected to take over management of the site), a Consultant wildlife ecologist will conduct two (2) days of nesting bird surveys and deterrence in and adjacent to the ADTP project site to remove old nests (to prevent their reuse) and nest-starts (incomplete nests that do not yet contain eggs or young) to inhibit the establishment of active nests. The survey area will include the ADTP footprint, plus additional areas extending up to 50 feet from the ADTP footprint for non-raptors and 250 feet for raptors. Consultant will also coordinate with Valley Water if they have any recommendations for additional deterrence measures that should be implemented, such as increased nest deterrence effort, blocking cavities, or the like.

Deterrence for the ADTP would include the following:

- In the few areas where artificial structures provide nesting substrate (e.g., restrooms in the park below the tunnel project site), Consultant will look at nesting opportunities to see whether any physical deterrents, such as screens or foam to block crevices where nesting may occur, are feasible and desirable. For example, black phoebes have nested on ledges at those restrooms, and physical deterrents might work there, but if the nests are low enough to be easily removed by a biologist before eggs can be laid, physical deterrents may not be necessary.

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- In the majority of the ADTP area, nesting substrate consists of vegetation. Placing physical deterrence devices in vegetation is effective only in limited circumstances, but Consultant may determine that cavities in trees need to be blocked by foam, screening, steel wool, or the like (these are methods that we have used successfully in the past).
- Otherwise, nest deterrence consists of having one or more biologists who are good at finding nests spend time on the site, looking for old nests and nest-starts (which are removed before eggs are laid in them), and adaptively suggesting or implementing measures to limit the probability of nest establishment or the number of nests that are established. For example, Consultant biologists might see a hummingbird building a nest on a tree branch and prune off that branch to prevent the bird from trying to rebuild its nest after the nest-start is removed. Consultant has long, telescoping poles with mirrors (for seeing whether eggs or young are present) and hooks (for removing nesting material). Some nests/nest-starts may be so high that they cannot be reached by Consultant ecologists. The budget for this task includes the cost of having a tree maintenance company assist Consultant with removal of the Cooper's hawk nest and other inactive nests and nest-starts, as they are detected, if those nests/nest-starts are in areas that Consultant staff cannot reach (e.g., using a lift or a tree climber).

Following the final site visit assumed to be the week of May 24, 2021, Consultant will provide a report documenting the locations of all known, active nests in the ADTP area.

Assumptions: The effectiveness of nest deterrence is proportional to the effort expended, as nest-starts can be difficult to locate, and some birds can construct nests and lay an egg in 48 hours or less. Even with very high levels of nest deterrence effort, some nests can become established before they are detected, particularly on well-vegetated sites with tall trees as at the ADTP site. The level of effort proposed for nesting bird deterrence in this task (two days/week) was selected by Valley Water, and although it will reduce the number of nests that may constrain ADTP startup activities, this level of effort is not expected to prevent the establishment of some nests that may be active when the contractor takes over management responsibility for the project site.

3.30 Sediment Discharge Event Sampling and Reporting (New)

Consultant will continue to quantify grain size of suspended sediment within Coyote Creek directly downstream of Anderson Dam during ADTP construction. This data shall be used to evaluate and confirm estimates in the ADTP sediment transport model. Consultant will collect suspended sediment samples during rain events and periods of higher flow when higher levels of suspended sediment in Coyote Creek are anticipated. Samples will be collected from the creek channel downstream of the dam outlet. Consultant will deliver samples using proper sample handling and chain of custody procedures for sediment grain size analysis. This task includes up to four (4) sampling events each year in water years 2021-2022, 2022-2023, and 2023-2024. Sampling events will occur during daylight hours and generally occur during a Monday through Friday work week.

Task 3 – Deliverables (REVISED)

1. Draft and final USACE CWA Section 404 permit application.
2. Draft, revised, and final preliminary jurisdictional determination.

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3. Draft, revised, and final 404(b)(1) Alternatives Analysis under Section 404 of the Clean Water Act.
4. Draft and final RWQCB Section 401 WQC and/or WDR.
5. Draft and final CDFW Section 1600 Lake or Streambed Alteration Agreement.
6. Draft and final ITP application.
7. Draft and Final Biological Assessment for fisheries resources.
8. Cultural resources regulatory compliance documentation to support Section 106 of the NHPA including: draft and final Historic Resources Report, draft and final Archaeological Resources Finding of Effects, and draft and final Historic Properties Treatment Plan.
9. Draft and final VHP compliance application package materials.
10. Draft, revised, and final Mitigation Plan.
11. Meeting materials as requested for permit negotiations.
12. Draft and final supplemental archaeological inventory report (electronic submittals) (New)
13. Cultural awareness training PowerPoint presentation and handouts (New)
14. Draft and final supplemental archaeological inventory report with confidential records search results (electronic submittals) (New)
15. DPR 523 forms up to three built environment resources (electronic submittals) (New)
16. Draft and final subsurface investigation work plan (electronic submittals) (New)
17. Draft and final supplemental subsurface inventory report (electronic submittals) (New)
18. Draft and final archaeological research design and testing plan (electronic submittals) (New)
19. Draft and final archaeological site evaluation report (electronic submittals) (New)
20. Draft, revised draft, and final Historic Properties Treatment Plan (electronic submittals) (New)
21. Historic American Building (HABS) and/or Historic American Engineering Record (HAER) documentation (electronic submittals) (New)
22. Draft and final Phytophthora Pathogen Management Plan (New)
23. Amphibian Disease/New Zealand Mud Snail Monitoring Plan
24. Creek Dryback Monitoring Plan
25. Milkweed Survey Plan
26. Western Pond Turtle Monitoring Plan
27. Nesting Eagle Surveys
28. Nesting Bird Deterrence Report
29. Sediment Discharge Reporting

Task 3 – Assumptions (UNCHANGED)

Consultant assumes draft permit applications and supporting documentation for USACE, SWRCB/RWQCB, and CDFW, will be revised following one round of review by Valley Water.

This Scope of Services assumes that the preliminary jurisdictional determination report previously prepared by H. T. Harvey, will be generally adequate and will not need substantial additional delineation/mapping. The preliminary jurisdictional determination report will be revised once based on comments received by Valley Water and then submitted as part of the USACE 404 application. The version submitted to USACE will be revised once after receipt of USACE comments, if required.

Similar to above, it is assumed that when Valley Water reviews documents provided by the Consultant that comments will be provided electronically in a single version of the document, with comments collated (collected together), and that Valley Water comments will be internally

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coordinated and will not provide conflicting guidance or direction from other guidance provided in the document or verbally by Valley Water.

This Scope of Services assumes the mitigation plan will be conceptual and revised twice based on two rounds of comments received from Valley Water.

This Scope of Services assumes preparation of one draft NMFS BA for Valley Water review followed by two rounds of review by NMFS, and a final BA that incorporates NMFS comments.

For each technical report listed in Subtask 2.6 (Historic Resources Report, Archaeological Resources Finding of Effects, Historic Properties Treatment Plan), two drafts and a final report will be prepared based on two rounds of comments from Valley Water. Consultant assumes up to 14 resources will be included in the Archaeological Resources Finding of Effects.

With respect to the Historic Resources Report, of the various built environment resources in the APE studied to date, including re-evaluation of Anderson Dam, only two properties (the Malaguerra Winery on Assessor Parcel Number (APN) 729-49-005 and the Rhoades Ranch [now Giancola property] on APN 728-34-010) were identified as historical resources/historic properties. The Project is not expected to adversely affect either property, based on current understanding of project activities. Some avoidance measures may be necessary to ensure this outcome. This scope does not include preparation of Memorandum of Agreement (MOA) or assistance with the Programmatic Agreement (PA), which would be needed to resolve adverse effects if any were identified. There may be some to archaeological resources but none are expected to build environment resources. It is assumed that built environment inventory and evaluations for FAHCE has already been completed (similar to the work already completed by JRP for the ADSR Project).

This Scope of Services assumes Far Western will participate in up to four (4) calls, two (2) in-person meetings, and prepare four (4) memos/letters for Section 106 consultation. Far Western will participate in up to four (4) calls, two (2) in-person meetings, and four (4) memos/letters for Section 106 Native American consultation.

Task 4 - Supplemental Services (REVISED)

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

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

4.1 Additional Project Management Support Services (REVISED)

Additional project management services to the Task 1 services described above may include the activities shown in bullets below. Under this subtask, following Valley Water request and approval, the Consultant team will perform the following additional services up to the defined level of effort:

- Additional meetings, workshops, or consultations;
- Additional status/progress reports;

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- Additional subconsultant coordination and management
- Additional time allotted for meetings;
- Additional phone conference calls;
- Additional pages or copies of technical memorandums, plans, reports, drawings and specifications;
- Additional public outreach visual materials; and
- Plans and Specifications Development for FOCP and ADSRP.

4.2 Additional CEQA Support Services (REVISED)

Additional CEQA support services to the Task 2 services described above may be necessary. These tasks are described below in more detail.

4.2.1 Visual Simulations (UNCHANGED)

If desired by Valley Water, up to two (2) photo simulations of the ADSR Project will be prepared. Consultant's subconsultant Environmental Vision will collect and review pertinent project design drawings and 3D CAD modelling (if available), grading plans, and existing survey data (in pdf and CAD format). Environmental Vision will conduct a site visit to take photographs of the project site from key public viewpoints, using a digital single lens reflex (SLR) camera. For the purposes of this scope and cost estimate, one site photography trip and up to six (6) review photographs will be captured. Candidate photos with a viewpoint location map will be submitted to Valley Water for review and approval. Consultant and Environmental Vision will work with Valley Water to select up to two (2) photographs for preparing the visual simulations. The simulations will use computer modeling and rendering techniques to produce visual simulations showing the proposed project superimposed on the selected photographic views. The simulations will be presented as pairs of existing or "before" and simulated or "after" views. One review/revision cycle based on minor comments is included.

4.2.2 Nesting Eagle Surveys (Post 2020) (UNCHANGED)

Consultant subconsultant, H.T. Harvey & Associates, can conduct nesting eagle surveys in subsequent years (after 2020). The USFWS and CDFW will want to base any eagle-related agency approvals on the most recent survey data, and the number and location of nesting eagles may change between early 2020 and when Project construction begins. As a result, it is possible that additional eagle surveys may be necessary in future years. The scope of those surveys would likely be informed by the results of 2020 surveys, and thus Consultant cannot predict the level of effort accurately at this time. Therefore, the estimated budget for any future year's survey for nesting eagles assumes the same survey area and level of effort as assumed for the 2020 eagle survey in Subtask 2.3.

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4.2.3 Additional Habitat/Land Cover Mapping and General Biological Surveys (REVISED)

H. T. Harvey & Associates previously conducted, or will conduct under existing authorizations, habitat/land cover mapping and biological resources surveys for the ADSR Project footprint as it is currently known. It is likely that as further refinements to the project footprint are made, or as specific mitigation activities are identified during the CEQA process (e.g., mitigation activities downstream of Anderson Dam, for Project fisheries impacts), additional surveys and mapping will be necessary to document existing conditions in additional areas and to enable impact assessment. This subtask includes a limited budget for H. T. Harvey ecologists to perform habitat/land cover mapping and reconnaissance-level surveys and habitat assessments for special-status species in areas that are added to the Project's impact areas and that were not previously assessed (additional budget may be necessary, depending on the extent and location/type of area added). Results would be incorporated into the EIR and not summarized in a separate memo.

4.2.4 Additional Special-Status Plant Surveys (UNCHANGED)

The Consultant team can conduct additional special-status plant surveys within previously unsurveyed areas, such as the "rim" of the dewatered reservoir. Currently the reservoir is maintained in a "drawdown" condition due to Division of Safety of Dams restrictions, and based on observations during previous surveys, special-status plants (including VHP-covered species) have colonized the areas that are below the high-water elevation and that are not inundated due to the drawdown condition, particularly where the substrate has some serpentine influence. Based on previous conversations with Valley Water regarding these areas, it was determined that rare plant surveys did not need to be conducted in those areas (in part because filling of the reservoir in early 2017 killed many of the plants that had previously colonized the reservoir rim); however, stockpiling of materials is proposed in some areas, and Consultant may need to determine whether stockpiling along the reservoir rim will impact special-status plants, even if those plants are present only due to the artificially drawn down water levels. If Valley Water determines that focused surveys for special-status plants need to be conducted in those stockpile areas or elsewhere within the rim, Consultant would conduct such surveys; this scope assumes a moderate-level survey effort consisting of four seasonal surveys (late-summer, early-spring, mid-spring, and early-summer) over no more than 50 acres. Results would be summarized in a brief memo.

4.2.5 Additional Survey-Level Archaeological Inventory (REVISED)

Additional archaeological inventory and evaluation work may be required if prior identification efforts conducted under Subtask 2.3 are determined insufficient or should the Project area and APE expand after it is initially defined. This task may include revising the APE, conducting a records search and background research update, updated sensitivity assessments for precontact and historic-era sites, pedestrian survey, and preparation of a supplemental archaeological inventory

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report (one draft and final). This Scope of Services assumes the APE would expand by no more than 200 acres (six person days field time).

4.2.6 Additional Subsurface Identification for Archaeological Sites (UNCHANGED)

Additional subsurface identification for archaeological sites may be required should the Project area and APE expand and/or should project design change to include subsurface ground disturbance in previously unexplored areas with high potential for buried archaeological sites. This task would include preparation of a work plan (one draft and final), fieldwork consisting of backhoe trenching or geoprobe coring (up to five person days field time), and preparation of a supplemental inventory report (two drafts and final would be prepared with consolidated agency review).

4.2.7 Additional Archaeological Site Evaluations for National and California-Register Eligibility (UNCHANGED)

Additional archaeological site evaluations may be required if additional sites are identified in the project APE that cannot be avoided. This Scope of Services assumes additional sites would be similar to those already identified by Far Western and that no more than four additional sites (two precontact and two historic-era; 45 person days field time) will require evaluation. This Scope of Services also assumes identification of additional sites requiring evaluation would occur prior to completion of the ARDTP; no additional document production included.

4.2.8 Ethnographic Study (REVISED)

An ethnographic study may be used as part of cultural resources identification efforts to address Tribal concerns and/or to address identification and evaluation of Tribal cultural resources and ethnohistoric-period archaeological resources. The ethnographic study would be based on consultation, interested party interviews, and secondary sources; no primary research included. The ethnographic report would be a stand-alone document that would inform CEQA and Section 106 compliance (one draft and one final report would be prepared with consolidated agency review).

4.2.9 Paleontological Field Study (REVISED)

Upon Valley Water's request, a paleontological field study can be conducted to inform the paleontological resource impact evaluation report (to be prepared under Subtask 2.3) and MMRP; no additional documents are included, the results would be incorporated into the paleontological resources report. The field survey would involve reviewing surface exposures of geological units recognized as having high paleontological potential (up to two days of fieldwork). Representative fossils that are exposed may be collected. Conducting the paleontological field study can reduce the scope of construction monitoring, if needed, and reduce the risk of identifying paleontological resources during construction. Study of additional areas not previously included in the paleontological resources report is not included. This task is budgeted based on the current ADSRP project area; Consultant does not

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anticipate that ADSRP project activities downstream along Coyote Creek would have any potential to impact paleontological resources.

4.2.10 Additional Revisions to the Project Description (UNCHANGED)

In the event that Valley Water has substantive comments on the third revised draft Project Description (after completing Subtask 2.2) and/or substantial changes have been made to the project design that require incorporation into the Project Description, Consultant will provide another round of revisions on the Project Description.

4.2.11 Additional Copies of Technical Memoranda and Reports (UNCHANGED)

If desired by Valley Water, additional copies of technical memoranda and reports will be prepared in Task 2 up to the defined level of effort.

4.2.12 Additional Public Outreach to Support CEQA Compliance (UNCHANGED)

In the event that additional public outreach support is needed after completing Subtask 1.5 (Public Outreach), Consultant will assist Valley Water with other public outreach services. This may include but not be limited to preparing for and attending additional public outreach meetings conducted during the Draft EIR public review period, preparation of materials (e.g., poster boards, presentations, handouts, etc.), and summary notes.

4.2.13 Incorporation and Analysis of FAHCE Components in ADSRP EIR (New)

If Valley Water elects to evaluate non-flow FAHCE measures at a project-level analysis, Consultant will work with Valley Water to calibrate the level of detail necessary to incorporate non-flow measures into the EIR project description. Adjustments will also be made to the ADSRP EIR Table of Contents to address legal inputs and desired consistencies with the separate FAHCE EIR. The Consultant team will then incorporate non-flow FAHCE measures into the ADSRP EIR analysis. Consultant will incorporate prior draft FAHCE CEQA analysis from the FAHCE EIR, where feasible and relevant, and will otherwise adapt and develop new analysis for additional non-flow FAHCE measures.

In addition to analyzing FAHCE rule curves as originally scoped, this task also includes the additional analysis of FAHCE plus rule curves. This task will also include assessing flow and temperature predictions in the format requested by NMFS in TWG meetings and incorporating results of the Habitat Criteria Mapping instream flow results into the EIR impact analysis for steelhead and other species.

Finally, under this task Consultant will coordinate with Valley Water to develop an adequate CEQA and Section 106 Area of Potential Effects (APE) for the ADSRP that incorporates FAHCE measures as appropriate; JRP will provide input on the APE boundary regarding built environment resources.

4.2.14 Additional Built Environment Inventory and Evaluation (New)

For project elements other than FAHCE related measures, Consultant will inventory and evaluate on DPR 523 forms up to three additional built environment

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resources, if any are identified in the revised APE that were not previously studied for this project. These resources will share similar historic context to buildings/structures previously studied for this project and the forms will be incorporated into the historic resources report. No additional document production is included, and it is assumed that no effects analysis will be necessary.

For FAHCE related measures, Consultant will inventory and evaluate on DPR 523 forms up to five built environment resources in the APE and prepare a historic resources technical report. These resources may not share similar historic context to other resources previously studied. This scope also assumes that Consultant will prepare a Finding of Effect report for the FAHCE that includes analysis for one eligible historic resource; however, it is assumed that the project will have no adverse effect to built environment historic properties. The reports may need to consolidate the FAHCE studies with those previously prepared for the ADSRP.

4.3 Additional Permitting Support Services (REVISED)

4.3.1 VHP Compliance and Negotiation (REVISED)

In the event that additional VHP compliance documentation and/or negotiation is needed with the Santa Clara Valley Habitat Agency beyond what is described in Subtask 3.7, the Consultant team will prepare requested documentation and assist Valley Water with negotiating mitigation fees and requirements up to the defined level of effort.

4.3.2 Additional Mitigation Development Tasks (REVISED)

This task is anticipated to cover continued efforts to develop a conservation measure framework to guide agency support and agreement on measures to be considered as suitable mitigation measures for ADSRP permitting requirements, including the BA and EIR. This includes collaboration and coordination with agencies and Valley Water to develop and revise the framework. Should Valley Water need additional support in preparing a more detailed mitigation plan to satisfy natural resource agency permit requirements after completing Subtask 3.8, the Consultant team can prepare a more focused mitigation plan up to the defined level of effort.

4.3.3 Steelhead Trap and Haul Memo (UNCHANGED)

Should it be required, the Consultant team will complete an assessment of the opportunities for anadromous steelhead production upstream of Anderson Dam under an adult upstream trap and haul operation scenario up to the defined level of effort. The evaluation would include an assessment of habitat suitability for steelhead, production potential, implications for interactions with resident life history of *O. mykiss*, and predation by steelhead on other native species. This will also include discussion of feasibility of operations, release locations, downstream collection, etc. The assessment will be based on collaboration with regional experts, existing data from FAHCE, analysis from other tributaries in the watershed, available information from other trap and haul programs for steelhead in California (e.g., Carmel River), and site-specific data collection as appropriate.

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4.3.4 Data Collection and Respond to NMFS Requests (REVISED)

Should it be required, the Consultant team can support Valley Water in its evaluation of recent requests by NMFS to collect additional data to support preparation of the Biological Opinion for the ADSR Project up to the defined level of effort.

4.3.5 Prepare Project Programmatic Agreement for Cultural Resources (UNCHANGED)

Potential for adverse effects to cultural resources beneath the existing dam and reservoir, and in other areas, could be resolved through development and implementation of a project PA. Project PAs are appropriate when the lead federal agency cannot fully determine how historic properties may be affected, or where historic properties are located, prior to the undertaking. Upon agency request, Far Western can assist with drafting the PA (two drafts and final with consolidated agency review); the HPTP will be included in the PA as an attachment.

4.3.6 Additional Regulatory Agency Coordination and Permitting Support (REVISED)

Should additional permit coordination with regulatory agencies be required beyond the level of effort described above for Subtask 3.9 (Regulatory Agency Coordination), Consultant will assist Valley Water with such services up to the defined level of effort. This support may take the form of strategizing with Valley Water, revising permit applications per agency(ies) request(s), preparing draft materials (e.g., flow release schedules, request for additional materials from NMFS or FERC during Section 7 consultation, draft impact assessments), participating in conference calls or meetings with regulatory agencies, addressing select questions from regulatory staff, preparing handouts and/or displays, and/or preparing meeting notes to document meeting discussions and outcomes.

4.3.7 Bald and Golden Eagle Permitting Support (REVISED)

Should a Bald and Golden Eagle Protection Act take permit be required for the ADSR Project, the Consultant team will assist Valley Water with preparation of the necessary permit applications and coordination with the USFWS regarding the permit up to the defined level of effort. It is unlikely that compensatory mitigation will be needed if the take permit is only needed for bald eagle (as is expected), so coordination regarding compensatory mitigation is not likely to be necessary and is not included in this scope. Because bald and golden eagles are listed as fully protected under the California Fish and Game Code, CDFW can only allow take (as defined by CDFW) of these species for a construction project such as the ADSR Project under the auspices of a Natural Communities Conservation Plan (NCCP). Whether or not the VHP can be amended to include this take under its NCCP component is unknown, but under this subtask, the Consultant team will assist in discussions with the Santa Clara Valley Habitat Agency and CDFW as necessary.

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4.3.8 Additional As-Needed FOCF Technical Support (New)

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

- Development and implementation of required study plans
- Coordinating with regulatory agencies and responding to agency comments
- Participation in design review processes for FOCF components
- Assistance with responses to FERC information requests
- Other similar technical environmental inputs and reviews

Additional FOCF technical support will be provided up to the budgeted level of effort.

4.3.9 Park Restoration Technical Support (New)

Consultant will assist Valley Water with planning and design for County of Santa Clara parklands that are impacted by the FOCF and ADSRP. Details of ecological restoration of natural-habitat areas, including sensitive habitats, will primarily be covered by other tasks, so this task includes conceptual planning for human-use areas such as picnicking and parking areas, lawns, and trails. This effort will cover Valley Water and County lands just below the dam, downstream to (and including) the Live Oak area, as well as areas around the outskirts of the dam such as the boat launch and Rosendin area around Basalt Hill. Consultant will use the following process for developing initial concepts for these two areas of the park:

- Conduct site visit and background material review
- Prepare for and participate in a startup meeting with Valley Water
- Prepare for and participate in an initial meeting with Valley Water and County Parks to discuss mutual goals and objectives for the park areas
- Develop concepts
- Prepare for and participate in a design review meeting with Valley Water and County Parks
- Refine a preferred concept based on feedback provided at the design review meeting
- Prepare for and Participate in a meeting with Valley Water to review the preferred concept and discuss scoping of next steps (design development, detailed construction documents)
- One additional coordination meeting

4.3.10 Develop ADSRP Programmatic Agreement (New)

If archaeological identification cannot be completed in advance of project implementation, a Programmatic Agreement (PA) may be required for the ADSRP. This may become necessary, for example, if conservation framework measures are not fully defined. Mitigation measures outlined in the PA can also be used for CEQA. Upon request, Consultant will assist with drafting the PA (two drafts and final). The Historic Properties Treatment Plan (HPTP) prepared under Task 3.6.3 can be included in the PA as an attachment. It is anticipated that the ADSRP will have very limited potential to cause an adverse effect to built environment historic

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properties. No phased inventory or effects analysis for built environment resources is anticipated.

4.3.11 Additional ADSRP Consultation Support and Programmatic Agreement Implementation (New)

Additional consultation support and PA implementation may include: (1) planning and Section 106 consultation support; (2) additional APE changes/additions; (3) preparation of a PA work plan; (4) PA reporting (quarterly, annual, final); (5) finding of effects for archaeological resources; or other tasks not otherwise addressed elsewhere. Example tasks are described below. Consultant can assist with any combination of these tasks up to the level of effort specified in the task order.

- Cultural Resources Management Project Planning – Coordination with Valley Water as the project develops to ensure the most efficient path forward for PA implementation, completion of regulatory compliance, and permitting and construction clearances for the various project components.
- Additional Native American/Interested Parties Consultation Support – Additional consultation support may include providing general consultation guidance, communicating directly with interested parties via mail, email, and/or phone, participating in conference calls and in person meetings, reviewing and/or drafting consultation documents, and maintaining a consultation log beyond the amount previously accounted for. Consultant can similarly provide additional assistance with outreach to parties interested in historic resources (e.g., historical societies).
- Agency Consultation Support – SHPO consultation support includes coordination with FERC as the federal lead agency and the U.S. Army Corp of Engineers. Consultant may participate in additional conference calls and/or in person meetings, as requested. Consultant can also review consultation documents prepared by Valley Water and/or draft consultation documents on behalf of Valley Water.
- Additional APE Changes/Additions - APE development is included here to account for consolidated mapping for all project components and for changes that may occur as development of each component progresses. Consultant can aid in the mapping and definition of the ADSRP APE in coordination with Valley Water and FERC.
- PA Reporting – The FOCP PA requires quarterly, annual, and final summary reports of work completed. Valley Water has previously authorized a two-year period of reporting in Task Order 3. Additional reporting may be necessary and similar requirements may be defined for the ADSRP if a PA is required.
- Archaeological Resources Finding of Effects – Consultant can prepare an additional Finding of Effects document as per 36 CFR 800.5 and apply the criteria of adverse effects to historic properties (those determined eligible for listing on the National Register) within the APE that cannot be avoided during project implementation.

For reporting Consultant assumes one draft and one final of each deliverable.

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4.3.12 Additional Technical Support for FERC Application Package (New)

The FERC application to be submitted for the ADSRP will require multiple exhibits including environmental documentation. Consultant will prepare environmental documentation per FERC requirements and provide technical support during processing of the application package.

4.4 Supplemental CEQA/NEPA Compliance Support (UNCHANGED)

4.4.1 NEPA Compliance and Documentation – EA

Because the ADSR Project will require federal permits/approvals from FERC and USACE, it is anticipated that NEPA compliance will be required for the Project. Consultant understands that FERC would be the NEPA lead agency. If desired, Consultant can assist Valley Water in developing the NEPA compliance documentation for the Project. This scope assumes that an Environmental Assessment (EA) will be the appropriate document and that the EA will mostly draw on analysis completed for the EIR. Unlike the EIR, alternatives would be evaluated at an equal level of detail in the EA. Consultant will prepare draft and final notices including the Notice of Intent (NOI), Notice of Availability (NOA), newspaper notice, and Federal Register notice. This scope assumes developing three drafts on the EA including an Administrative draft EA, Screencheck Draft EA, and Public Draft EA up to the defined level of effort. If it is determined that the ADSR Project may significantly affect the quality of the human environment, necessitating the need for an Environmental Impact Statement (EIS), the scope and budget for this effort may be revisited.

4.4.2 Additional CEQA/NEPA Compliance Coordination and Documentation

This task covers additional efforts needed for CEQA and/or NEPA coordination and documentation up to the defined level of effort. In the event that Valley Water determines that an EIS is the appropriate NEPA compliance document for the ADSR Project, Consultant can assist Valley Water in developing this document. This task also may be utilized to assist Valley Water in preparing additional CEQA documentation following certification of the EIR, such as an Addendum, Subsequent EIR, or Supplemental EIR. Consultant can also prepare draft and final notices including the Notice of Intent (NOI), Notice of Availability (NOA), newspaper notice, and Federal Register notice.

8. Attachments (REVISED)

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

Attachment One to Schedule P - Fees and Payments (REVISED)
Attachment Two to Schedule P - Schedule of Completion (REVISED)
Attachment Three to Schedule P - Consultant's Key Staff and Subconsultants (REVISED)
Attachment Four to Schedule P - Reference Materials (UNCHANGED)

**ATTACHMENT ONE
TO SCHEDULE P
FEES AND PAYMENTS**

1. Total Authorized Funding (REVISED)

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$7,468,230** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown (REVISED)

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

COST BREAKDOWN

Task	Description	Original Not-to-Exceed Fees (including administrative revisions)	Amendment No. 1 NTE Fee	Revised Total Fixed NTE Fee
1	Project Management Services	\$525,413	\$662,205	\$1,187,618
2	Environmental Documentation	\$1,634,720	-	\$1,634,720
3	Regulatory Permitting and Mitigation Plan Development	\$912,217	\$1,353,670	\$2,265,887
4	Supplemental Services	\$1,421,875	\$958,130	\$2,380,005
Total Not-to-Exceed Fees		\$4,494,225	\$2,974,005	\$7,468,230

NOTE: The Scope of Services tasks including assumptions and deliverables shall be completed within the Not-to-Exceed Fees limit identified above. The level of effort to complete the tasks listed above were defined in the Consultant's detailed negotiated cost breakdown that were approved via administrative letter dated January 24, 2020

3. Terms and Conditions (UNCHANGED)

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

- A. Valley Water will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written

**ATTACHMENT ONE
TO SCHEDULE P
FEES AND PAYMENTS**

notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.5%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.

C. Reimbursable Expenses

1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by Valley Water Project Manager will be billed on a monthly basis at actual cost linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. No markup will be applied to reimbursable expenses, either by the Consultant or by its subconsultants, subcontractors, or vendors. Consultant shall provide invoices for all such services regardless of cost.
 2. Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager. All equipment purchased on behalf of Valley Water and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
 3. Travel expenses are reimbursed at actual cost. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager. For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager for a different type of vehicle.
- D. A markup of 5% will apply to the Consultant only to manage Subconsultants, subcontractors and vendors, including lab services.
- E. For staff with rates exceeding the rate of \$250/hr, the Consultant must obtain written approval from Valley Water Project Manager as to the numbers of hours per task prior to that individual working on the Project.

F. Prevailing Wage Requirements [NOT USED]

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REVISED SCHEDULE P
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE (REVISED)

CLASSIFICATION	HOURLY/ UNIT RATE
Consultant: Horizon Water & Environment, LLC.	
Principal	\$235.13
Director	\$210.23
Senior Associate II	\$200.14
Senior Associate I	\$190.05
Associate II	\$175.08
Associate I	\$170.12
Analyst II	\$155.07
Analyst I	\$145.09
Surveyor	\$140.04
GIS Technician/CAD Technician	\$125.72
Technical Editor/Publication Specialist	\$115.21
Administrative Assistant	\$100.13
Subconsultant: Far Western Anthropological Research Group, Inc.	
Principal Investigator	\$86.13 - \$173.14
Geoarchaeologist	\$100.89 - \$137.81
Paleontologist	\$123.04
GIS Director	\$154.39
GIS Supervisor	\$103.35
GIS Analyst	\$63.98 - \$71.36
GIS Technician	\$51.68
Lab Director	\$67.67 - \$91.05
Lab Assistant	\$45.52 - \$76.29
Art Director	\$111.77
Production Director	\$110.74
Production Assistant	\$65.21 - \$71.56
Data Manager	\$68.90
Senior Archaeologist	\$66.44 - \$91.05
Staff Archaeologist	\$54.14 - \$71.36
Technician B	\$46.76
Logistics Coordinator	\$61.52
Administrative Assistant	\$41.83 - \$44.29
Asst. Financial Analyst	\$67.77
Project Director	\$88.59
Operations Manager	\$112.95

**AMENDMENT NO. 1 TO AGREEMENT A4325G
REVISED SCHEDULE P
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

CLASSIFICATION	HOURLY/ UNIT RATE
Finance Manager	\$100.84
Human Resources	\$68.90
Office Manager	\$61.52 - \$71.27
Field Technician A	\$39.92
Field Technician B	\$35.03
Field Technician C	\$30.14
Subconsultant: H.T. Harvey & Associates	
Principal	\$271.87
Senior Associate Ecologist	\$197.65
Associate Ecologist	\$175.06
Senior Ecologist 2	\$158.12
Senior Ecologist 1	\$142.39
Ecologist 2	\$127.46
Ecologist 1	\$113.75
Field Biologist 2	\$101.25
Field Biologist 1	\$91.23
Senior GIS Analyst	\$159.33
GIS Analyst	\$114.96
GIS Technician	\$91.23
Technician Editor	\$114.96
Senior Technical Support	\$155.43
Technical Support	\$88.93
Clerical Staff	\$58.73
Subconsultant: Hexagon Transportation Consultants, Inc.	
Principal	\$210.45
Senior Associate II	\$180.86
Engineer II	\$110.29
Admin	\$118.71
Subconsultant: Ramboll US Corporation	
Principal	\$250.00
Senior Managing Consultant	\$204.29
Managing Consultant	\$150.68
Senior Consultant 2	\$119.52 - \$124.58
Senior Consultant 1	\$101.40 - \$104.30
Consultant 3	\$98.51
Consultant 2	\$88.39 - \$94.17
GIS Analyst / CAD Technician	\$146.34
Clerical / Admin	\$116.59

**AMENDMENT NO. 1 TO AGREEMENT A4325G
REVISED SCHEDULE P
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

CLASSIFICATION	HOURLY/ UNIT RATE
Subconsultant: Stillwater Sciences	
Principal-in-Charge	\$233.95
Principal Scientist/Engineer	\$204.56
Senior Scientist/Engineer	\$183.20
Associate Scientist/Engineer	\$163.80
Assistant Scientist/Engineer	\$145.51
Scientist/Engineer	\$119.81
Senior Technician	\$92.56
Technician	\$73.89
Subconsultant: JRP Historical Consulting, LLC	
Principal/Partner	\$145.00 - \$200.00
Partner	\$130.00 - \$180.00
Senior Architectural Historian/Historian II	\$95.00 - \$125.00
Senior Architectural Historian/Historian I	\$85.00 - \$110.00
Historian/Architectural Historian III	\$72.00 - \$105.00
Historian/Architectural Historian II	\$60.00 - \$79.00
Contracts Manager	\$55.00 - \$75.00
Graphics/GIS Technician	\$48.00 - \$72.00
Historian/Architectural Historian I	\$45.00 - 65.00
Research Assistant III	\$45.00 - \$55.00
Administrative Assistant	\$46.00 - \$65.00
Research Assistant II	\$43.00 - \$54.00
Research Assistant I	\$38.00 - \$46.00

REIMBURSABLE COSTS (UNCHANGED)

EQUIPMENT/UNIT NAME	ACTUAL COST RATES				
	PIECE	PER HOUR	PER DAY	PER WEEK	PER MONTH
GPS Unit	1	n/a	\$100	n/a	n/a
GIS Usage (Mapping)	1	\$25	n/a	n/a	n/a

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

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**AMENDMENT NO. 1 TO AGREEMENT A4325G
REVISED SCHEDULE P
REVISED ATTACHMENT TWO
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all of conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on **February 4, 2026** unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties.
3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE (REVISED)

Task	Description	Duration From Notice to Proceed (months)
1	Project Management Services	Duration of Agreement
2	Environmental Documentation	30
3	Regulatory Permitting and Mitigation Plan Development	Duration of Agreement
4	Supplemental Services	Duration of Agreement

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

Team Member	Classification	Project Role	Contact Information
Ken Schwarz	Principal	Principal-in-Charge	266 Grand Avenue, Suite 210 Oakland, CA 94610 510-986-1851 ken@horizonh2o.com
Jeff Thomas	Principal	Project Manager	266 Grand Avenue, Suite 210 Oakland, CA 94610 510-986-4054 jeff@horizonh2o.com
Julie Allison	Senior Associate II	Deputy Project Manager	266 Grand Avenue, Suite 210 Oakland, CA 94610 510-986-1853 julie@horizonh2o.com
Tom Engels	Principal	QA/QC Review	400 Capitol Mall, Suite 2500 Sacramento, CA 95814 916-790-8548 tom@horizonh2o.com

**AMENDMENT NO. 1 TO AGREEMENT A4325G
REVISED SCHEDULE P
REVISED ATTACHMENT THREE
CONSULTANTS KEY STAFF AND SUBCONSULTANTS**

Team Member	Classification	Project Role	Contact Information
Steve Rottenborn	Principal	Terrestrial Biological Resources Lead	983 University Avenue, Bldg. D Los Gatos, CA 95032 408-458-3205 srottenborn@harveyecology.com
Ethan Bell	Senior Scientist/Engineer	Fisheries Resources Lead	895 Napa Avenue, Suite B-4 Morro Bay, CA 93442 805-570-7499 x501 ethan@stillwatersci.com
Naomi Scher	Geoarchaeologist	Cultural Resources Lead	2727 Del Rio Place, Suite A Davis, CA 95618 530-756-3941 x135 naomi@farwestern.com
Robert Del Rio	Principal	Transportation Analysis Lead	8070 Santa Teresa Blvd, Suite 230 Gilroy, CA 95020 408-846-7412 rdelrio@hextrans.com
Michael Keinath	Principal	Air Quality, GHG, Noise, and Vibration Lead	201 California Street, Suite 1200 San Francisco, CA 94111 415-796-1934 mkeinath@ramboll.com

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

Firm	Project Role	Contact Information
Environmental Vision	Visual simulation	Chuck Cornwall 2560 Ninth Street, Suite 118 Berkeley, CA 94710 510-540-4882
Far Western Anthropological Research Group, Inc.	Archaeology, paleontology, cultural resources management	Naomi Scher 2727 Del Rio Place, Suite A Davis, CA 95618 530-756-3941 x135 naomi@farwestern.com
H.T. Harvey & Associates	Terrestrial biology, permitting	Steve Rottenborn 983 University Avenue, Bldg. D Los Gatos, CA 95032 408-458-3205 srottenborn@harveyecology.com

**AMENDMENT NO. 1 TO AGREEMENT A4325G
 REVISED SCHEDULE P
 REVISED ATTACHMENT THREE
 CONSULTANTS KEY STAFF AND SUBCONSULTANTS**

Firm	Project Role	Contact Information
Hexagon Transportation Consultants, Inc.	Traffic/transportation impact analysis and studies	Robert Del Rio 8070 Santa Teresa Blvd, Suite 230 Gilroy, CA 95020 408-846-7412 rdelrio@hextrans.com
Ramboll US Corporation	Air quality, GHG, noise, energy consultant	Michael Keinath 201 California Street, Suite 1200 San Francisco, CA 94111 415-796-1934 mkeinath@ramboll.com
Stillwater Sciences	Fisheries biology, permitting	Ethan Bell 895 Napa Avenue, Suite B-4 Morro Bay, CA 93442 805-570-7499 x501 ethan@stillwatersci.com
JRP Historical Consulting, LLC	Historical resources	Cristopher McMorris 2850 Spafford Street Davis, CA 95618 530-757-2521 CMcMorris@jrphistorical.com