

**AMENDMENT NO. 2 TO AGREEMENT A4325G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND HORIZON WATER AND ENVIRONMENT, LLC**

This Amendment No. 2 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Revised Standard Consultant Agreement A4325G (Agreement) dated February 25, 2020, as amended by Amendment No. 1 dated April 13, 2021, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District) and HORIZON WATER AND ENVIRONMENT, LLC, (Consultant), collectively, the Parties.

RECITALS

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

WHEREAS, on November 1, 2021, Consultant was acquired by Montrose Environmental Group, Inc., and will continue to operate as a separate legal entity and wholly owned subsidiary of Montrose Environmental Group, Inc.; and

WHEREAS, Consultant has provided evidence of compliance with Revised Appendix Four, Insurance Requirements, for the period encompassing the timeframe from November 1, 2021, the effective date of the acquisition of Consultant by Montrose Environmental Group, Inc., to the effective date of this Amendment No. 2 from both Consultant and Montrose Environmental Group, Inc.; and

WHEREAS, the Parties desire to amend the Agreement to provide for Consultant to perform modified and additional scope of services; to increase the Total Agreement Not-to-Exceed fee to provide for additional compensation related to the modified and additional scope of services; modify the Project Schedule for Consultant's performance in consideration of the revised scope; and make other administrative changes.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary stated in the Agreement and Amendment No. 1, Valley Water and Consultant hereby agree to amend the Agreement as follows:

1. Revised Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages, is amended to state as follows:

“3. Prevailing Wages

A. A portion of the Services to be performed pursuant to this Agreement may be considered “Public Works” subject to California Labor Code §1771, et. seq. and the applicable implementing regulations. If Consultant's Services include such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

B. Labor Code §1720 provides as follows:

“(a) As used in this chapter, “public works” means all of the following:

- (1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities

**AMENDMENT NO. 2 TO AGREEMENT A4325G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND HORIZON WATER AND ENVIRONMENT, LLC**

Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems."

- C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.
- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.
- F. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, at any time during regular business hours, upon written request by Valley Water. Records and documents are to be provided in electronic or hard copy format, at Valley Water's discretion.
- G. California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements

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

- 2. Revised Standard Consultant Agreement, Section Eleven, Equal Opportunity Employer, is amended to state as follows:

"1. Equal Opportunity Employer

Valley Water is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor,

**AMENDMENT NO. 2 TO AGREEMENT A4325G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND HORIZON WATER AND ENVIRONMENT, LLC**

employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military, and veteran status, sexual orientation, gender identity, and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

2. Compliance with Applicable Equal Opportunity Laws

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

3. Investigation of Claims

Consultant must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Consultant must conduct a fair, prompt, and thorough investigation of all allegations directed to Consultant by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective action against the offender."

3. Revised Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 6. Audits, is amended to state as follows:

"6. Audits

Consultant agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide Valley Water and its agent(s) with any relevant information requested, in electronic and hard copy format, at Valley Water's discretion, and will permit Valley Water and its agent(s) access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees (alternatively, by phone at Valley Water's discretion) and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation or subject to audit, such as by a government agency, providing Valley

**AMENDMENT NO. 2 TO AGREEMENT A4325G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND HORIZON WATER AND ENVIRONMENT, LLC**

Water with grant funds to pay for Consultant's services for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three years after final payment as provided for in this Agreement."

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

"19. Appendices

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

Appendix One - Additional Legal Terms (UNCHANGED)
Appendix Two - Dispute Resolution (REVISED)
Appendix Three - Task Order Template (REVISED)
Revised Appendix Four - Insurance Requirements (UNCHANGED)."

5. Revised Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 20. Schedule(s) and Attachments, is amended to state as follows:

"20. Schedules and Attachments

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

Revised Attachment One - Fees and Payments (REVISED)
Revised Attachment Two - Schedule of Completion (REVISED)
Revised Attachment Three - Consultant's Key Staff and Subconsultants (REVISED)
Revised Attachment Four - Reference Materials (REVISED)."

6. Revised Standard Consultant Agreement, Appendix Two, Dispute Resolution, is amended as set forth in Revised Standard Consultant Agreement, Revised Appendix Two, Dispute Resolution, attached hereto and incorporated herein by this reference.
7. Revised Standard Consultant Agreement, Appendix Three, Task Order Template, is amended as set forth in Revised Standard Consultant Agreement, Revised Appendix Three, Task Order Template, attached hereto and incorporated herein by this reference.
8. Revised Schedule P, Scope of Services is amended as set forth in Revised Schedule P, Scope of Services, attached hereto and incorporated herein by this reference.
9. Revised Schedule P, Revised Attachment One, Fees and Payments, is amended as set forth in Revised Schedule P, Revised Attachment One, Fees and Payments, attached hereto and incorporated herein by this reference.
10. Revised Schedule P, Revised Attachment Two, Schedule of Completion, is amended as set forth in Revised Schedule P, Revised Attachment Two, Schedule of Completion, attached hereto and incorporated herein by this reference.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND HORIZON WATER AND ENVIRONMENT, LLC**

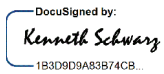
11. Revised Schedule P, Revised Attachment Three, Consultant's Key Staff and Subconsultants, is amended as set forth in the Revised Schedule P, Revised Attachment Three, Consultant's Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.
12. Revised Schedule P, Attachment Four, Reference Materials, is amended as set forth in the Revised Schedule P, Revised Attachment Four, Reference Materials, attached hereto and incorporated herein by this reference.
13. All other terms and conditions of the Agreement and Amendment No. 1 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. 2 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: _____
John L. Varela
Chair, Board of Directors

By:  _____
Kenneth Schwarz
Managing Principal

Date: _____

Date: 1/20/2023 _____

ATTEST:

Consultant's Address:
1 Kaiser Plaza, Suite 340
Oakland, CA 94612

Michele L. King, CMC
Clerk, Board of Directors

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX TWO
DISPUTE RESOLUTION**

1. Consultant's Questions and Concerns

Questions regarding the Terms, Conditions, and Services relating to this Agreement will be decided by Valley Water who will furnish the decisions to Consultant in writing within 30 days after receiving a written request from Consultant.

2. Dispute Resolution

A. Alternate Dispute Resolution

Valley Water intends to use Alternate Dispute Resolution (ADR) techniques including partnering and mediation to resolve disputes relating to the Project.

B. Consultant and its Subconsultants are expected to participate in all ADR efforts.

C. The cost of partnering, training facilities, and facilitator will be borne by Valley Water.

3. Negotiations Before and During Mediation

Negotiations to resolve disputes before and during mediation are initiated for settlement purposes only, are confidential, and are not binding unless otherwise agreed by Valley Water and Consultant.

4. Voluntary Mediation

A. Initiation of Mediation

Any Party to a dispute or claim may initiate mediation by notifying the other Party or Parties in writing.

B. Request for Mediation

A request for mediation must contain a brief written statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the mediation.

C. Selection of Mediator

- 1) Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within 14 days, the Parties will confer to select an appropriate mediator agreeable to all Parties.
- 2) If the Parties cannot agree on a mediator, they hereby agree to accept a mediator appointed by a recognized association such as the American Arbitration Association.

D. Qualifications of a Mediator

- 1) Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX TWO
DISPUTE RESOLUTION**

- 2) No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation.
- 3) Before accepting an appointment, the prospective mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Parties will confer and decide whether to select another mediator.

E. Vacancies

If any mediator becomes unwilling or unable to serve, another mediator will be selected unless the Parties agree otherwise.

F. Representation

- 1) Any Party may be represented by person(s) of their choice who must have full authority to negotiate.
- 2) The names and addresses of such person(s) must be communicated in writing to both Parties and to the mediator.

G. Time and Place of Mediation

- 1) The mediator will set the time of each mediation session.
- 2) The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.
- 3) All reasonable efforts will be made by the Parties and the mediator to schedule the first session within 60 days after selection of the mediator.

H. Identification of Matters in Dispute

- 1) Parties shall comply with the process as required by the mediator with regard to providing the mediator with a memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, or otherwise agreed by the Parties, the Parties may mutually exchange such memoranda.
- 2) At the first session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The mediator may require each Party to supplement such information.

I. Authority of Mediator

- 1) The mediator does not have authority to impose a settlement on the Parties but will attempt to assist the Parties in reaching a satisfactory resolution of their dispute.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX TWO
DISPUTE RESOLUTION**

- 2) The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement.
- 3) Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the mediator or the Parties, as determined by the mediator.
- 4) The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

J. Privacy

- 1) Mediation sessions are private.
- 2) The Parties and their representatives may attend mediation sessions.
- 3) Other persons may attend only with the permission of the Parties and with the consent of the mediator.

K. Confidentiality

Except as provided by California or federal law or regulation:

- 1) The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.
- 2) All records, reports, or other documents received by a mediator while serving as mediator, are confidential.
- 3) The mediator must not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.
- 4) The Parties must maintain the confidentiality of the mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
 - a. Views expressed, or suggestions made by the other Party with respect to a possible settlement of the dispute;
 - b. Statements made by the other Party in the course of the mediation proceedings;
 - c. Proposals made or views expressed by the mediator; and
 - d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX TWO
DISPUTE RESOLUTION**

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

The mediation shall be terminated:

- 1) By the execution of a Settlement Agreement by the Parties;
- 2) By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or
- 3) By a written declaration of a Party or Parties to the effect that the mediation proceedings are terminated.

N. Exclusion of Liability

No mediator shall be a necessary Party in judicial proceedings related to the mediation.

O. Interpretation and Application of These Mediation Provisions

The mediator will interpret and apply these mediation provisions insofar as they relate to the mediator's duties and responsibility.

P. Expenses

- 1) The expenses of witnesses for each Party must be paid by the Party producing the witnesses.
- 2) All other expenses of the mediation, including required travel and other expenses of the mediator, and the expenses of any witness called by the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, will be apportioned as the mediator finds appropriate or as otherwise agreed to by the Parties.

5. Compensation for Participation in Mediation

Neither Consultant nor Valley Water is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Consultant and Valley Water arising out of this Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX THREE
TASK ORDER TEMPLATE**

Task Order No. _____

Title: _____

Agreement: Standard Consultant Agreement _____ ("Agreement") Between the Santa Clara Valley Water District ("Valley Water") and _____ ("Consultant"), dated _____.

Valley Water: _____

Consultant: _____

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

1. Upon full execution of this Task Order No. _____, as set forth in the Revised Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by Valley Water Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the Notice to Proceed will be considered outside the contracted Scope of Services and will not be eligible for payment.
2. Both the Scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
 - A. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to Valley Water;
 - B. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification;
 - C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees; and
 - D. The distribution detail for each service, direct cost, and reimbursable expense. This information must be included in the invoice for the services authorized under this task order; and
 - E. Project schedule for completing the Scope of Services.
3. Consultant shall be compensated at fixed fees or at the hourly rates established in Revised Schedule P, Revised Attachment One, Fees and Payments. Consultant agrees that it will provide all equipment and furnish all materials, except as may be otherwise noted in the Attachment A.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX THREE
TASK ORDER TEMPLATE**

4. This Task Order becomes effective on the date of full execution by authorized representatives of the Parties and remains in effect until the earlier of: completion of the tasks set forth in Attachment A; or [expected completion date].
5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to Valley Water.
6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.
7. Prevailing Wage Requirements [NOT USED]
 1. The Scope of Services described in this Task Order is considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.
 2. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

8. Signatures:

Signature:

NAME OF CONSULTANT FIRM
[PRINT NAME]
[PRINT TITLE]

DATE

Signature:

SANTA CLARA VALLEY WATER DISTRICT
[PRINT NAME]
[PRINT TITLE]

DATE

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
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 (VWPM).

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
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.

Tiffany Hernandez (Consultant Project Manager)
Horizon Water and Environment, LLC
Senior Associate Planner
1 Kaiser Plaza, Suite 340
Oakland, CA 94612

Phone: (831) 332-8667

Email: mailto:tihernandez@horizonh2o.com

- C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 18. Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Kenneth Schwarz (Consultant Principal Officer)
Managing Principal
1 Kaiser Plaza, Suite 340
Oakland, CA 94612

Phone: (510) 986-1851

Email: ken@horizonh2o.com

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

2. Scope of Services (REVISED)

- A. This Revised 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 environmental planning and permitting services, Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant to provide construction phase support services. Valley Water may, at its discretion, choose to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize Valley Water staff to perform such services.
- B. Since execution of the Agreement, in response to subsequently issued FERC orders, additional planning, design, and construction of major, interrelated elements have significantly expanded the ADSR Project scope. On April 13, 2021, the Board approved Amendment No. 1 to the Agreement to allow the Consultant to perform additional environmental review and permitting services for the expanded Project.
- C. The full extent of services required of Consultant was broadly described, as initially deemed appropriate, in the original Agreement and Amendment No. 1. However, subsequently, Valley Water and Consultant have conducted extensive consultation with applicable local, state, and federal agencies, which has resulted in the need to substantially revise the project description to capture a revised ADSR Project scope.
- Resolution of agency requests for more technical analysis, refined ADSR Project components, and review of additional ADSR Project alternatives is fundamental to completing a stable project description and moving forward with environmental review. Ongoing consultations regarding ADSR Project elements and conservation measures have resulted in significant changes to the project description including new, large-scale efforts for fish passage improvements and restoration at Ogier Ponds and Coyote Percolation Dam.
- 1) Due to increased complexity of the ADSR Project elements, the scope will now include additional environmental review support services to modify the project description and supplement analysis for design and regulatory changes to the ADSR Project. The Parties also anticipate additional Consultant work to support preparation of federal National Environment Policy Act compliance will be needed.
- 2) The level of detail now critical to providing appropriate direction to the Consultant was not described in the original or amended Agreement per Task 2 Environmental Documentation and Task 3 Regulatory Compliance. To provide more specific direction to Consultant, Valley Water issued two Task Orders pursuant to Task 4 Supplemental Services. Authorization of these Task Orders allowed Consultant to address agency requests without delay and move the Project forward in the most expeditious manner.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

- a. To fund this work, Valley Water administratively reduced portions of Task 2 Environmental Documentation and Task 3 Regulatory Compliance scope and reallocated the fees budgeted to that scope, to Task 4 Supplemental Services. Amendment Two restores and increases funding for Task 2 and Task 3, and increases the budget for Task 4 Supplemental Services, all of which will pay for Consultant to continue performing environmental review and permitting services as the Project develops.

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:
 - 1) Approximately 5 miles of spawning and rearing habitat below Anderson Dam and in Upper Penitencia Creek;
 - 2) Adequate passage for adult steelhead and Chinook salmon to reach suitable spawning and rearing habitat and for outmigration of juveniles; and
 - 3) 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.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

4. ADSR Project Background (REVISED)

- A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.
- B. Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit www.valleywater.org.
- C. Anderson Dam and Reservoir is a major water supply facility located adjacent to the City of Morgan Hill, California, about 18 miles southeast of San Jose. Anderson Reservoir is the largest of the ten reservoirs owned and operated by Valley Water and provides a greater water storage capacity than the other nine reservoirs combined. It is thus a critical facility to Valley Water and to the communities it serves.

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

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:

- 1) 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,
- 2) The presence of conditionally active faults in the foundation that could rupture the existing low-level outlet,
- 3) A spillway that has inadequate capacity to safely pass large floods; and
- 4) 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.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

5. ADSR Project Delivery Approach (REVISED)

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

- A. Project Management Consultant (PMC Team) led by Black & Veatch Corporation has been retained to assist with managing and overseeing the delivery of the Project at the direction of Valley Water.
- B. Planning Consultant (PC or Planning Team) led by HDR Engineering, Inc. (HDR), was retained to perform preliminary engineering services and to develop the required draft environmental documents (Draft Environmental Impact Report and Draft Environmental Impact Statement) in support of the Project. The Planning Consultant was responsible for defining deficiencies in existing facilities, defining criteria that provide a basis for engineering solutions to address the deficiencies, development of conceptual engineering solutions that address the deficiencies, and evaluation of the concepts and recommendation of a Project to the District for authorization by the District's Board of Directors (Board).
 - 1) 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 ADSR Project design assumptions by HDR.
 - 2) Due to major changes in the ADSR Project objectives, the Planning Consultant Agreement with HDR was amended to reduce its scope of services. HDR provided transition support services relating to Valley Water retaining Environmental Consultant, Horizon Water and Environmental, LLC (Horizon).
- C. Environmental Consultant (EC or Environmental Team) led by Horizon Water and Environment, LLC (Horizon) has been retained to complete the environmental documents prepared by the Planning Consultant, HDR, and assist Valley Water in securing environmental regulatory permits. During design, following numerous discussions with FERC and National Marine Fisheries Services (NMFS), it has been determined that post-construction operations of Anderson Reservoir will need to be addressed as part of the environmental consultation, which is a significant change to the Project's approach and delivery to date. This scope of services was not included in HDR's planning phase agreement and, Horizon, having specific expertise in fisheries, was hired to complete the final environmental documents and perform the permitting work.
- D. Design Consultant (Design Team), led by URS Corporation, DBA URS Corporation Americas, has been retained to perform design services in compliance with Valley Water, DSOD, and FERC requirements in support of the Project, including developing the Project design, prepare construction documents, and providing engineering support for the bid process and during the construction phases of the Project.
- E. Construction Management Consultant (CM or Construction Manager), led by COWI North America, Inc., has been retained to oversee the Anderson Dam Tunnel Project (ADTP) construction contract and coordinate with the Design Consultant during construction in conformance with the Design Consultant's engineering plans and

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

specifications, stamped and signed by a registered engineer; DSOD and FERC's construction inspection and monitoring requirements; the Valley Water-certified environmental compliance, specifically the requirements defined in the mitigation and monitoring plan; and ADSR 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 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 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 VWPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the 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 the ADSR Project is maintained by Valley Water.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

- 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)

- 1) It is assumed that the EIR will include evaluation of proposed seismic retrofit activities, conservation measures, and maintenance and post-construction 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) adaptive management program are anticipated to be evaluated programmatically under the FAHCE EIR.
- 2) 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 (FOCP). 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 FOCP elements will be evaluated in the EIR as cumulative effects associated with the ADSRP.

7. 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)

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 Revised Schedule P, Revised Attachment One, Fees and Payments. This Scope of Services is based on a 60-month timeline.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

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 Revised Schedule P, Revised Attachment One, Fees and Payments, and in accordance with the Project Schedule stated in Revised Schedule P, Revised Attachment Two, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet 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 (VWPM). 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 VWPM and Consultant's Project Manager).

1.1 Kickoff Meeting (COMPLETED)

Consultant will attend kickoff meeting with 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 VWPM 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. This scope assumes 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 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 VWPM request, for each meeting or workshop, Consultant will prepare the meeting agenda and notes and submit them for review by Valley Water.

This workplan, as revised in Amendment No. 2, reflects modification of the project description during the development of the administrative draft EIR, including the use of substantial conservation measures to offset project impacts. On-going adjustments in the project description require an increased effort in project management and coordination. This includes multiple weekly meetings and coordination with multiple teams providing input on the EIR and permitting efforts. This scope assumes Consultant key staff, subject to VWPM approval, will participate in additional weekly environmental

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

team coordination meetings, weekly permitting strategy meetings, as-needed EIR legal coordination meetings, and as-needed design coordination meetings up to the approved not-to-exceed cost.

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 VWPM. At the request of the VWPM, it is assumed that the Consultant Project Manager will participate in one-on-one meetings with the VWPM as needed not to exceed 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 VWPM. The status reports will provide a brief summary of work performed, make note of any budget or time constraints, and provide a look-ahead schedule of deliverables and activities planned for the next week. This workplan reflects modification of the project description during the development of the administrative draft EIR, including the use of conservation measures to offset project impacts. On-going adjustments in the project description require an increased effort in project management and coordination.

1.4 Coordination and Communication with External Agencies (REVISED)

Consultant will assist the VWPM with coordination and communication tasks with appropriate regulatory or other agencies 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.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

Incorporation of complex ADSR Project elements from the conservation measures has increased the complexity of regulatory compliance; additional regulatory coordination efforts are anticipated.

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 questions, and performing other tasks as directed by the VWPM. 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 Environmental Scoping.

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 (REVISED)

1. 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 ADSR Project.
2. Amendment No. 2 assumes full coverage of project management meetings including weekly Project Manager update meetings, weekly environmental team coordination meetings, weekly permitting strategy meetings, as-needed EIR legal coordination meetings, and as-needed design coordination meetings. Specialized ad hoc meetings focused on production of deliverables included in this Scope of Services will be charged to the applicable tasks/subtasks.
3. In addition to the specific responsibilities identified in the Task descriptions above, managing the Consultant team is further defined to include fielding Valley Water requests, preparation and processing of monthly invoices, and preparation of Task 4 Supplemental Services Task Orders, as authorized in advance by Valley Water.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

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 as well as include descriptions of the proposed conservation measures. 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 including the conservation measures; 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.

2.1 Review of 2018 Administrative Draft EIR and Updated Project Description Inputs (COMPLETED)

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 (COMPLETED)

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 Review of 2018 Administrative Draft EIR and Updated Project Description Inputs, 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 understands that the ADSR Project EIR will include a project-

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

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 & Associates). 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).

2.3 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.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

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 will be conducting the first round of surveys under a separate authorization, but under this task, Consultant 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 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 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. Consultant will provide input on the APE boundary regarding built environment resources.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

2.3.4 Archaeological Site Evaluations (UNCHANGED)

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 Anthropological Research Group, Inc., 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, Consultant 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 ADSR Project team has allocated budget for this effort under Subtask 4.2.7 Additional Archaeological Site Evaluations for National and California-Register Eligibility.

2.3.5 Paleontological Resources Impact Assessment (UNCHANGED)

Consultant 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 Paleontological Field Study.

2.3.6 Traffic/Transportation Memorandum (UNCHANGED)

Because the prior traffic evaluation completed for the 2018 Administrative Draft EIR is outdated, Consultant 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, Consultant, will complete the following tasks:

- Collect new traffic count data at up to five (5) intersections and ten (10) roadway segments.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

- Consultant will coordinate with 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 Consultant 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.
- Consultant 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. Consultant 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. 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 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. Consultant will build off of the previous Administrative Draft EIR sections, including the air quality technical appendix prepared in 2018. Specifically, Consultant will update the air quality technical appendix to reflect the updated construction equipment and sequencing, and will also conduct a health risk assessment.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

2.3.8 Noise/Vibration Memorandum (UNCHANGED)

Consultant 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.

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

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

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 (REVISED)

After completion of Subtask 2.2 Revised CEQA Project Description and Incorporation of FAHCE Coyote Measures, 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 (REVISED)

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 (REVISED)

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 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 (REVISED)

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 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.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

2.10 Public Draft EIR (REINSTATED AND REVISED)

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 five hard copies of the Public Draft EIR; one unbound reproducible copy for Valley Water's internal use, reproduction, and distribution; and electronic versions for submittal to 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 (REINSTATED)

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 (REINSTATED)

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 (REINSTATED)

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.

2.15 Findings of Fact and Statement of Overriding Considerations, and Notice of Determination (REINSTATED AND REVISED)

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.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

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.

2.16 EIR Cumulative Impacts - Fisheries Resources (NEW)

Consultant will evaluate and incorporate its assessment of the cumulative impacts of the FOCP on fisheries resources and will consider the content in the National Marine Fisheries' Biological Opinion analyzing the effects of the FOCP on steelhead trout. The cumulative impacts analysis will also include the following:

- 2.16.1** Cumulative impacts of the FOCP on the other special-status fish species (Chinook salmon, Pacific lamprey, Sacramento hitch, Central California roach, longfin smelt, green sturgeon, white sturgeon, and riffle sculpin) and their habitats.
- 2.16.2** Cumulative impacts of other relevant projects and programs that may impact fisheries resources in the watershed.
- 2.16.3** Potential impacts of FOCP on eight non-steelhead special-status species and their habitats.
- 2.16.4** Analyze the potential impacts of other projects and programs in the watershed on all relevant special-status fish species and their habitats.
- 2.16.5** Cumulative impacts analysis will not require any new quantitative analysis.

2.17 EIR Fisheries Technical Appendix (NEW)

Consultant will produce a Fisheries Technical Appendix for the EIR to demonstrate species screening and provide more detailed model output data for the analyses of habitat under FAHCE and FAHCE-plus, as well as the suspended sediment analysis. Appendix will include more detailed explanation of species screening; more detailed methods for the suspended sediment analysis; and more detailed tables, figures, and explanation of the WEAP model outputs. Information from the Appendix will be summarized and presented at a suitable level in the EIR consistent with CEQA Guidelines.

2.18 Addition of White Sturgeon to the ADSRP EIR (NEW)

Effective with delivery of Subtask 2.7 Administrative Draft EIR #2, Consultant will incorporate additional analysis of impacts to white sturgeon in the EIR. Discussion of and analysis of impacts to white sturgeon will be added to the fisheries resources setting, impacts, and alternatives sections consistent with CEQA Guidelines and regulatory agency guidance.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

2.19 Air Quality, GHG, Noise Study Refinements and Mitigation Development for the EIR (NEW)

2.19.1 Based on revisions to the project description by the Design Team, Consultant will make refinements to the Health Risk Assessment (HRA) model used to evaluate potential air quality impacts associated with the ADSR Project.

Refinements may include modifications to the model associated with changes to equipment locations, changes to hours of operation for the ADSR Project, changes to blasting TAC (Toxic Air Contaminant) emissions, changes to restricted area access and evaluation of concentrations of Particulate Matter (PM) with diameters that are generally 2.5 micrometers and smaller (PM_{2.5}).

2.19.2 Refinements to the HRA model are expected to impact analyses associated with greenhouse gas emissions, noise impacts, and energy resources associated with the ADSR Project, all of which will be updated, as necessary and appropriate, by Consultant.

2.20 Traffic Analysis for Conservation Measures (NEW)

Consultant will conduct a qualitative analysis for potential traffic impacts associated with conservation measure projects including the proposed sediment augmentation program and the north channel extension. This additional analysis will be added to the existing draft technical memorandum prepared pursuant to Subtask 2.3 Additional Environmental Investigation and Studies.

Task 2 - Deliverables (REVISED)

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, revised draft, and final Fisheries Resources Technical Appendix
11. Draft and final revised Initial Study and revised Notice of Preparation, if applicable
12. Draft and final scoping meeting presentations and scoping summary report, if applicable
13. Access easements to perform all necessary environmental investigations and studies
14. Base map of ADSR Project area and metadata
15. Revised Administrative Draft EIRs #1, #2, and Screencheck Draft EIRs #1 and #2
16. Public Draft EIR
17. Administrative Final EIRs #1, #2, Screencheck and Final EIRs
18. Draft, revised draft and Final Mitigation Monitoring and Reporting Program (MMRP)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

19. Applicable CEQA public noticing materials including the draft and final Notice of Availability (NOA), Notice of Completion (NOC), and Notice of Determination (NOD)
20. Notes and documentation associated with stakeholder input
21. Draft, revised draft and Final Document of Findings of Fact for each significant impact, and Statement of Overriding Considerations for significant impacts found to be unavoidable

Task 2 - Assumptions (REVISED)

1. Valley Water will provide all applicable GIS data and/or CAD files of the updated ADSR 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. No substantive changes to the project description and/or ADSR Project footprint that will affect the environmental impact analysis will occur after Consultant's submittal of Administrative Draft EIR #1.
2. The combined ADSR Project area (ADSR plus conservation measures and 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 that may be compensable pursuant to Task 4 Supplemental Services.
3. Valley Water comments on text documents and draft versions of the EIR will be provided electronically in a single version of each document, with comments collated (collected and organized in a single document). 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.
4. Each technical report or memorandum listed will be revised twice based on two rounds of comments received by Valley Water.
5. In preparation of 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 and prepared under a separate agreement by Subconsultant, Far Western Anthropological Research Group, Inc., for the ADSR Project. It is assumed that survey-level archaeological inventory has already been completed for the FAHCE project (similar to completed work for the ADSR Project). Consultant assumes no additional archaeological resources in the combined APE will require evaluation beyond those already identified.
6. If the revised NOP is recirculated and AB 52 consultation is required, it is assumed that up to four (4) calls, two (2) in-person meetings, and preparation of up to four (4) memoranda/letters for AB 52 consultation will be necessary.
7. 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.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

8. The ADSR Project EIR will address the key environmental issues associated with a petition for change of water rights, if pursued, and can be relied upon by the SWRCB for CEQA compliance documentation.

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 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 (REINSTATED AND REVISED)

Implementing the Project will require securing an Individual Permit under Clean Water Act (CWA) Section 404 from the USACE for the seismic retrofit and Conservation Measures components. Consultant will prepare the draft permit application (Engineering Form 4345) and supporting documents including the draft 404(b)(1) alternatives evaluation.

Other supporting documents such as the Biological Evaluation (BE) for use in consultation with NMFS will be prepared under Subtask 3.5 NMFS Biological Evaluation, and the Section 106 cultural resources report for consultation with the SHPO will be prepared under Subtask 3.6 Section 106 Cultural Resources Compliance and SHPO Consultation. Preliminary drafts of the BE for use in consultation with USFWS were developed by H.T. Harvey & Associates pursuant to a separate agreement with Valley Water; the final USFWS BE will be completed through Task 4 Supplemental Services and will be included with the permit application package. 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) (REINSTATED AND REVISED)

- 3.2.1** 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.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

Consultant will prepare a cover letter and FORM R2C502-E (Application for 401 WQC and/or Report of Waste Discharge) and supporting materials.

3.2.2 The Parties don't currently anticipate 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.

3.2.3 Consultant will coordinate with the SWRCB to address a potential change to Valley Water's water rights documentation for the Anderson Dam and Reservoir. The scope of this subtask includes:

- Review ADSR 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;
- 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;

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

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

3.4 CDFW Incidental Take Permit Application (REINSTATED AND REVISED)

For Project activities that are covered by the Valley Habitat Plan (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. Consultant 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.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

3.5 NMFS Biological Evaluation (REVISED)

- 3.5.1** Consultant will participate in consultation meetings with NMFS and prepare a Biological Evaluation (BE) 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 anticipates 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.
- 3.5.2** Consultant will reconcile references and produce a final NMFS BE in electronic format based on feedback to date from Valley Water and NMFS. The Parties anticipate all feedback from Valley Water and NMFS will be received one month prior to finalization. Consultant will also organize reference documents and produce an electronic administrative record of the BE proceedings.

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

Consultant 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 Consultant required under Section 106 will have already been addressed in this Scope of Services under Subtask 2.3 Additional Environmental Investigation and Studies.

3.6.1 Historic Resources Report (UNCHANGED)

Consultant 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 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)

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

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

3.6.3 Historic Properties Treatment Plan (UNCHANGED)

Consultant 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. Consultant will continue to assist Valley Water with ongoing consultation efforts. Consultant can provide updates to interested parties and seek input on development of the ARDTP and HPTP. Consultation support may include providing general consultation guidance, communicating directly with interested parties via mail, email, and/or phone, participating in conference calls and in person meetings, reviewing and/or drafting consultation documents, and maintaining a consultation log. Consultant will similarly 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. Consultant may participate in 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. 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

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

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 ADSR 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 (REVISED)

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 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.

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

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

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). The mitigation plan will also include potential compensatory mitigation approaches for potential ADSR Project impacts to species downstream of the project area. This could include Bayland areas and Bayland species not covered under the VHP.

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 (UNCHANGED)

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 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 FOCPP Mitigation: Cultural Awareness Construction Training (UNCHANGED)

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).

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

3.12 FOCF Additional Survey-level Archaeological Inventory (UNCHANGED)

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). This task also assumes preparation of up to two separate supplemental archaeological inventory reports to account for possible APE changes to up to two FOCF components.

3.13 FOCF Additional Built Environment Inventory and Evaluation (UNCHANGED)

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 (UNCHANGED)

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 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 (UNCHANGED)

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, Consultant 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).

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

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 (UNCHANGED)

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 (UNCHANGED)

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.

3.18 FOCF Implementation of Mitigation Measures for Historic Properties - Archaeological Resources (REVISED)

Mitigation would be applicable only if cultural resources considered as historic properties (assumed or formally evaluated) are present within the FOCF 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, on-going 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 (UNCHANGED)

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

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

3.20 2021 Fish Rescue and Relocation Monitoring (REVISED)

This task includes sampling for eDNA in the cold-water management zone (CWMZ), as specified in FERC Order B (8) during spring 2021 through 2023. This task assumes that Consultant will provide training and collect samples with Valley Water staff during two efforts. Remaining sampling will be conducted by Valley Water staff. This task includes field training, coordination with laboratory, processing of eDNA samples, analysis of eDNA, reporting of results, and quality assurance/quality control of Valley Water results reporting. 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 (UNCHANGED)

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 (REVISED)

This task includes implementation of monitoring described in Section 4.1.1 of FERC Order B (11) to assess spawning gravel quality, and that transect monitoring described in Section 4.1.2 of the FERC Order will be conducted by Valley Water. This task will include monitoring spawning gravel during spring for three years, starting in 2021 and on-going monitoring. This task includes collecting data, analysis, and summarizing results for a report to be prepared by Valley Water.

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

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

3.24 Creek Dryback Monitoring Plan (UNCHANGED)

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

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

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 (UNCHANGED)

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 (UNCHANGED)

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 (UNCHANGED)

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 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 (UNCHANGED)

It is unclear what the USFWS and CDFW will require in the way of eagle nest surveys during FOC implementation, but per recent communications, USFWS has recommended some survey effort each year through FOC activities to determine whether eagles move closer to FOC activities. Therefore, the level of effort to conduct these surveys will be reduced each year from 2022 through 2024 (and even in 2022 will

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

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 FOCP 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 (COMPLETED)

Because ADTP, a component of FOCP, 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:

- 1) 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.
- 2) 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).
- 3) 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

AMENDMENT NO. 2 TO AGREEMENT A4325G REVISED SCHEDULE P SCOPE OF SERVICES

the bird from trying to re-build 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 Creek Sampling and Reporting (REVISED AND RENAMED)

Consultant will perform the following services relating to creek sampling and reporting:

Assist with data collection efforts for stream temperature monitoring.
Download data from all water temperature loggers and replace all 14 loggers.
Visit sites 2-3 times per year to download data and maintain equipment up to the level of cost included in this task. Visits will primarily take place at the end of the rainy season (late May) and just before the rainy season begins (late September). An additional visit in the summer may be scheduled to address any unresolved issues discovered during the May visit. While road conditions in the state park make it difficult to reliably plan on visiting logger sites in the rainy season, in dry winters Consultant may conduct a site visit in January or February. The sites within Henry Coe State Park require a Scientific Collections Permit, which Consultant will renew annually. Downloaded data from loggers will be uploaded to Valley Water as individual files for each site.

3.31 Noise and Vibration Impacts Assessment for Fisheries Resources (NEW)

Consultant will use noise and vibration data/modeling and analyses prepared in Subtasks 2.3.8 Noise/Vibration Memorandum and 2.19 Air Quality, GHG, Noise Study Refinements and Mitigation Development for the EIR to interpret potential effects/impacts to special-status fish from the Ogier Ponds Geomorphic and Habitat Restoration and the Coyote Percolation Dam Replacement Project, Phase 2 Fish Passage Enhancements for the EIR and the NMFS BE. Consultant will update effects analysis for steelhead in the NMFS BE and update fisheries impact analysis for fisheries resources in the EIR, as appropriate.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

3.32 Additional Cultural Resource and Historic Resource Investigations and Permit Compliance (NEW)

3.32.1 Additional Cultural Resource Investigations and Section 106 Compliance for Conservation Measures

Consultant will conduct cultural resource investigations and prepare documentation for Section 106 compliance associated with proposed conservation measures added to the overall ADSRP Project. These conservation measures include the Ogier Ponds Habitat Restoration Project; the Coyote Percolation Dam Replacement Project, Phase 2 Fish Passage Enhancements; and the North Channel Restoration Project area. Consultant will prepare Section 106 compliance documentation for the conservation measures including design work plans, a data recovery plans, and draft MOAs, as needed.

3.32.2 Historic/Architectural and Built Environment Evaluation and Documentation for Conservation Measures

Consultant will assist with preparing compliance documentation regarding historic architectural/built environment resources that may be affected by the Anderson Dam Outlet North Channel, Ogier Ponds Geomorphic and Habitat Restoration, and Coyote Percolation Dam Replacement Project, Phase 2 Fish Passage Enhancements conservation measures.

If necessary, Consultant assist with establishing the Area of Potential Effects (APE) for built resources for each of these conservation measures. Deliverables include additions to the ADSRP historic resources technical study and additions to the ADSRP environmental document's cultural resources section. These deliverables will be subject to up to two rounds of review each. Consultant will provide deliverables electronically.

3.33 Climate Change Analysis for NMFS BE (NEW)

In response to NMFS input, Consultant will review Valley Water's Pacheco Reservoir Project environmental document and assess if the same approach could be applied to the ADSRP NMFS BE. If the approach is appropriate for analysis of effects to Central California Coast Steelhead and Southern Green Sturgeon in the context of future climate change, Consultant will conduct the analysis and incorporate the analysis and discussion into the NMFS BE.

Task 3 - Deliverables (REVISED)

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

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

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 reports (electronic submittals)
13. Cultural awareness training PowerPoint presentation and handouts
14. Draft and final supplemental archaeological inventory report with confidential records search results (electronic submittals)
15. DPR 523 forms up to three built environment resources (electronic submittals)
16. Draft and final subsurface investigation work plan (electronic submittals)
17. Draft and final supplemental subsurface inventory report (electronic submittals)
18. Draft and final archaeological research design and testing plan (electronic submittals)
19. Draft and final archaeological site evaluation report (electronic submittals)
20. Draft, revised draft, and final Historic Properties Treatment Plan (electronic submittals)
21. Historic American Building (HABS) and/or Historic American Engineering Record (HAER) documentation (electronic submittals)
22. Draft and final Phytophthora Pathogen Management Plan
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 (REVISED in Amendment No. 2 to Temperature Data Files)
30. eDNA Results Reporting
31. Spawning Gravels Habitat Monitoring Results Summary

Task 3 - Assumptions (REVISED)

1. Draft permit applications and supporting documentation for USACE, SWRCB/RWQCB, and CDFW, will be revised following one round of review by Valley Water.
2. The preliminary jurisdictional determination report previously prepared by H. T. Harvey & Associates, 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. Where additions to the project description by Valley Water incorporate areas not previously evaluated for jurisdictional determination, additional evaluations may be needed.
3. Valley Water comments on Consultant documents will be provided electronically in a single version of the document, with comments collated (collected together). 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.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

4. The mitigation plan will be conceptual and revised twice based on two rounds of comments received from Valley Water. The mitigation plan may require additional conceptual analysis to incorporate new areas included in the project description that may require mitigation measures.
5. One draft NMFS BE will be prepared for Valley Water review followed by two rounds of review by NMFS, and a final BE that incorporates NMFS comments. The level of effort for development of the NMFS BE has expanded and revisions to the scope and budget to accommodate these changes have been revised in Amendment No. 2 accordingly.
6. 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. Up to 14 resources will be included in the Archaeological Resources Finding of Effects.
7. 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 built environment resources. It is assumed that built environment inventory and evaluations for FAHCE has already been completed (similar to the preliminary work completed by JRP Historical Consulting, LLC, for the ADSR Project pursuant to a separate agreement with Valley Water).
8. Consultant will participate in up to four (4) calls, two (2) in-person meetings, and prepare four (4) memos/letters for Section 106 consultation. Consultant will participate in up to four (4) calls, two (2) in-person meetings, and four (4) memos/letters for Section 106 Native American consultation.
9. The Climate Change Analysis to be included in the NMFS BE will be evaluated based on the existing DWR modelling tools to assess climate change at a regional level. New modelling efforts for assessment of climate change are not included in this scope.
10. The Parties do not expect a hydrologic analysis to be required since the ADSR Project would not result in changes to the diversion quantity or water use at Anderson Reservoir and would therefore have no potential to adversely affect other water right holders due to an increase in water storage and use.
11. There will be up to four (4) in-person consultation meetings with NMFS staff to discuss BE development. Feedback from Valley Water and NMFS will be received no later than one month prior to finalization of the BE.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

12. Subtask 3.30 Creek Sampling and Reporting site visits would be conducted by two people and take two 12-hour days to complete. Site visits would occur 2-3 times per year.
13. Noise and vibration analyses produced in preparation of EIR under Task 2 Environmental Documentation will provide enough information at a level of detail to assess impacts to special-status fish.

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 Revised Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and the Revised Standard Consultant Agreement, Revised Appendix Three, Task Order Template.

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

4.1 Additional Project Management Support Services (UNCHANGED)

Additional project management services to the Task 1 Project Management 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:

- 4.1.1** Additional meetings, workshops, or consultations;
- 4.1.2** Additional status/progress reports;
- 4.1.3** Additional subconsultant coordination and management;
- 4.1.4** Additional time allotted for meetings;
- 4.1.5** Additional phone conference calls;
- 4.1.6** Additional pages or copies of technical memorandums, plans, reports, drawings and specifications;
- 4.1.7** Additional public outreach visual materials; and
- 4.1.8** Plans and Specifications Development for FOCP and ADSRP.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

4.2 Additional CEQA Support Services (REVISED)

CEQA support services in addition to those described in Task 2 Environmental Documentation 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 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 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 Additional Environmental Investigation and Studies.

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

Pursuant to a separate Agreement with Valley Water, 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 & Associates ecologists to perform habitat/land cover mapping and

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

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 may 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 (UNCHANGED)

Additional archaeological inventory and evaluation work may be required if prior identification efforts conducted under Subtask 2.3 Additional Environmental Investigation and Studies, 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 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

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

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 Consultant 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 (UNCHANGED)

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 (UNCHANGED)

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 Additional Environmental Investigation and Studies, 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 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 Revised CEQA Project Description and Incorporation of FAHCE Coyote Measures, and/or substantial

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

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 Environmental Documentation 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 (UNCHANGED)

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; Consultant will provide input on the APE boundary regarding built environment resources.

4.2.14 Additional Built Environment Inventory and Evaluation (UNCHANGED)

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

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

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 (UNCHANGED)

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 Valley Habitat Plan Compliance Plan Development, 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 (UNCHANGED)

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 Mitigation Plan, 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.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

4.3.4 Data Collection and Respond to NMFS Requests (UNCHANGED)

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, Consultant 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 (UNCHANGED)

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 (UNCHANGED)

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.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

4.3.8 Additional As-Needed FOCP Technical Support (UNCHANGED)

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 FOCP components
- Assistance with responses to FERC information requests
- Other similar technical environmental inputs and reviews

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

4.3.9 Park Restoration Technical Support (UNCHANGED)

Consultant will assist Valley Water with planning and design for County of Santa Clara parklands that are impacted by the FOCP 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 (UNCHANGED)

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

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

drafts and final). The Historic Properties Treatment Plan (HPTP) prepared under Task 3.6.3 Historic Properties Treatment Plan, 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 properties. No phased inventory or effects analysis for built environment resources is anticipated.

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

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.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

- 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.

**4.3.12 Additional Technical Support for FERC Application Package
(UNCHANGED)**

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.

4.3.13 Coyote Percolation Dam Phase 2 Development (NEW)

Consultant will perform technical analysis in support of the Coyote Percolation Dam Replacement Project, Phase 2 Fish Passage Enhancements development. The fish passage will be designed to meet NMFS Anadromous Salmonid Passage Facility Design Guidelines (NMFS 2011) and CDFW California Salmonid Stream Habitat Restoration Manual (Love and Bates 2009) for fish passage of adult and juvenile steelhead/salmonids in coordination with hydraulic modelers in Valley Water engineering and hydraulics units.

As part of the FOCPP, Valley Water is undertaking improvements to the Coyote Percolation Facility referred to as the Coyote Percolation Dam Replacement Project. The Coyote Percolation Dam Replacement Project includes replacing the existing flashboard dam with an inflatable bladder dam, along with improvements to the existing fish ladder to provide fish passage during interim operations of the facility during Seismic Retrofit Improvements.

Coyote Percolation Dam Replacement Project, Phase 2 Fish Passage Enhancements entails constructing a roughened ramp fishway extending up to the spillway to allow for improved fish passage over the deflated bladder dam over a range of flow conditions, including necessary alterations to the existing facility to provide adequate flow depths and velocities across the foundation, apron, and deflated bladder dam. Consultant will work with Valley Water staff, NMFS, and CDFW representatives to develop plans that allow continued percolation pond operations while meeting NMFS and CDFW requirements for fish passage of adult and juvenile steelhead/salmonids.

4.3.14 Additional Live Oak Restoration Design Support (NEW)

Services may be necessary in addition to what was assumed for the original scope of work for Complete Restoration Design for FOCPP and ADSRP Mitigation, now titled the Live Oak Reach Restoration Project (LORRP). Additional work items may include additional modeling of flow scenarios and revisions to flood impact technical memos and maps.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
SCOPE OF SERVICES**

4.4 Supplemental CEQA/NEPA Compliance Support (UNCHANGED)

4.4.1 NEPA Compliance and Documentation – EA (UNCHANGED)

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 (UNCHANGED)

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

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

1. Total Authorized Funding (REVISED)

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$10,198,324** (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 (REVISED)

Task	Description	Original Not-to-Exceed Fees	Amendment No. 1 NTE Fee	Revised Total Fixed NTE Fee	Re-Allocation 5/3/2022	Re-Allocation 6/1/2022	Re-Allocation 10/4/2022	Amendment No. 2 NTE FEE	Revised Total Fixed NTE Fee
1	Project Management Services	\$525,413	\$662,205	\$1,187,618	-	-	-	\$164,263	\$1,351,881
2	Environmental Documentation	\$1,634,720	-	\$1,634,720	(\$95.39)	-	(\$328,417)	\$790,174	\$2,096,382
3	Regulatory Permitting and Mitigation Plan Development	\$912,217	\$1,353,670	\$2,265,887	(\$3,727.77)	(\$214,000)	(\$109,289)	\$1,412,657	\$3,351,527
4	Supplemental Services	\$1,421,875	\$958,130	\$2,380,005	\$3,823.16	\$214,000	\$437,706	\$363,000	\$3,398,534
Total Not-to-Exceed Fees		\$4,494,225	\$2,974,005	\$7,468,230	\$0	\$0	\$0	\$2,730,094	\$10,198,324

NOTE:

1. Reallocation of fees listed above were approved by District letters to Consultant on November 5, 2020, May 3, 2022, June 1, 2022, and October 4, 2022, and are formally incorporated in this Amendment No. 2.

3. Terms and Conditions (UNCHANGED)

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

- 1) Valley Water will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

- 2) The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 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.

B. Reimbursable Expenses

- 1) All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by Valley Water Project Manager 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

- 4) Expenses incurred by the Consultant, including for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost. The 5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.
- 5) A markup of 5% will apply to the Consultant only to manage Subconsultants, subcontractors and vendors, including lab services.
- 6) 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.

C. Prevailing Wage Requirements [NOT USED]

- 1) The Scope of Services described in a Task INSERT APPLICABLE TASK NUMBER HERE may be considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages.
- 2) In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE (REVISED)

CLASSIFICATION	ORIGINAL HOURLY/ UNIT RATE	HOURLY/UNIT RATE EFFECTIVE 4/1/2022
Consultant: Horizon Water & Environment, LLC.		
Principal	\$235.13	\$241.01
Director	\$210.23	\$215.49
Senior Associate II	\$200.14	\$205.14
Senior Associate I	\$190.05	\$194.80
Associate II	\$175.08	\$179.46
Associate I	\$170.12	\$174.37
Analyst II	\$155.07	\$158.95
Analyst I	\$145.09	\$148.72
Surveyor	\$140.04	\$143.54
GIS Technician/CAD Technician	\$125.72	\$128.86
Technical Editor/Publication Specialist	\$115.21	\$118.09
Administrative Assistant	\$100.13	\$102.63
Subconsultant: Far Western Anthropological Research Group, Inc.		
Principal Investigator	\$86.13 - \$173.14	\$88.28 - \$177.47
Geoarchaeologist	\$100.89 - \$137.81	\$103.41 - \$141.26
Paleontologist	\$123.04	\$126.12
GIS Director	\$154.39	\$158.25
GIS Supervisor	\$103.35	\$105.93
GIS Analyst	\$63.98 - \$71.36	\$65.58 - \$73.14
GIS Technician	\$51.68	\$52.97
Lab Director	\$67.67 - \$91.05	\$69.36 - \$93.33
Lab Assistant	\$45.52 - \$76.29	\$46.66 - \$78.20
Art Director	\$111.77	\$114.56
Production Director	\$110.74	\$113.51
Production Assistant	\$65.21 - \$71.56	\$66.84 - \$73.35
Data Manager	\$68.90	\$70.62
Senior Archaeologist	\$66.44 - \$91.05	\$68.10 - \$93.33
Staff Archaeologist	\$54.14 - \$71.36	\$55.49 - \$73.14
Technician B	\$46.76	\$47.93
Logistics Coordinator	\$61.52	\$63.06
Administrative Assistant	\$41.83 - \$44.29	\$42.88 - \$45.40
Asst. Financial Analyst	\$67.77	\$69.46
Project Director	\$88.59	\$90.80
Operations Manager	\$112.95	\$115.77

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

CLASSIFICATION	ORIGINAL HOURLY/ UNIT RATE	HOURLY/UNIT RATE EFFECTIVE 4/1/2022
Finance Manager	\$100.84	\$103.36
Human Resources	\$68.90	\$70.62
Office Manager	\$61.52 - \$71.27	\$63.06 - 73.05
Field Technician A	\$39.92	\$40.92
Field Technician B	\$35.03	\$35.91
Field Technician C	\$30.14	\$30.89
Subconsultant: H.T. Harvey & Associates		
Principal	\$271.87	\$278.67
Senior Associate Ecologist	\$197.65	\$202.59
Associate Ecologist	\$175.06	\$179.44
Senior Ecologist 2	\$158.12	\$162.07
Senior Ecologist 1	\$142.39	\$145.95
Ecologist 2	\$127.46	\$130.65
Ecologist 1	\$113.75	\$116.59
Field Biologist 2	\$101.25	\$103.78
Field Biologist 1	\$91.23	\$93.51
Senior GIS Analyst	\$159.33	\$163.31
GIS Analyst	\$114.96	\$117.83
GIS Technician	\$91.23	\$93.51
Technician Editor	\$114.96	\$117.83
Senior Technical Support	\$155.43	\$159.32
Technical Support	\$88.93	\$91.15
Clerical Staff	\$58.73	\$60.20
Subconsultant: Hexagon Transportation Consultants, Inc.		
Principal	\$210.45	\$215.71
Senior Associate II	\$180.86	\$185.38
Engineer II	\$110.29	\$113.05
Admin	\$118.71	\$121.68
Subconsultant: Ramboll US Corporation		
Principal	\$250.00	\$256.25
Senior Managing Consultant	\$204.29	\$209.40
Managing Consultant	\$150.68	\$154.45
Senior Consultant 2	\$119.52 - \$124.58	\$122.51 - \$127.69
Senior Consultant 1	\$101.40 - \$104.30	\$103.94 - \$106.91
Consultant 3	\$98.51	\$100.97
Consultant 2	\$88.39 - \$94.17	\$90.60 - \$96.52
GIS Analyst / CAD Technician	\$146.34	\$150.00

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

CLASSIFICATION	ORIGINAL HOURLY/ UNIT RATE	HOURLY/UNIT RATE EFFECTIVE 4/1/2022
Clerical / Admin	\$116.59	\$119.50
Subconsultant: Stillwater Sciences		
Principal-in-Charge	\$233.95	\$239.80
Principal Scientist/Engineer	\$204.56	\$209.67
Senior Scientist/Engineer	\$183.20	\$187.78
Associate Scientist/Engineer	\$163.80	\$167.90
Assistant Scientist/Engineer	\$145.51	\$149.15
Scientist/Engineer	\$119.81	\$122.81
Senior Technician	\$92.56	\$94.87
Technician	\$73.89	\$75.74
Subconsultant: JRP Historical Consulting, LLC		
Principal/Partner	\$145.00 - \$200.00	\$148.62 - \$205.00
Partner	\$130.00 - \$180.00	\$133.25 - \$184.50
Senior Architectural Historian/Historian II	\$95.00 - \$125.00	\$97.38 - \$128.13
Senior Architectural Historian/Historian I	\$85.00 - \$110.00	\$87.13 - \$112.75
Historian/Architectural Historian III	\$72.00 - \$105.00	\$73.80 - \$107.63
Historian/Architectural Historian II	\$60.00 - \$79.00	\$61.50 - \$80.98
Contracts Manager	\$55.00 - \$75.00	\$56.38 - \$76.88
Graphics/GIS Technician	\$48.00 - \$72.00	\$49.20 - \$73.80
Historian/Architectural Historian I	\$45.00 - \$65.00	\$56.38 - \$66.63
Research Assistant III	\$45.00 - \$55.00	\$46.13 - \$56.38
Administrative Assistant	\$46.00 - \$65.00	\$47.15 - \$66.63
Research Assistant II	\$43.00 - \$54.00	\$44.08 - \$55.35
Research Assistant I	\$38.00 - \$46.00	\$38.95 - \$47.15

Notes:

1. Hourly rates for Consultant and Subconsultants were approved administratively as documented in a letter from the District to Consultant dated May 3, 2022, also documented in District's internal administrative form (FC 1165) and have been incorporated in this Amendment No. 2.

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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 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	39
3	Regulatory Permitting and Mitigation Plan Development	Duration of Agreement
4	Supplemental Services	Duration of Agreement

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
REVISED ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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

Team Member	Classification	Project Role	Contact Information
Ken Schwarz	Principal	Principal-in-Charge	1 Kaiser Plaza, Suite 340 Oakland, CA 94612 510-986-1851 ken@horizonh2o.com
Tiffany Hernandez	Senior Associate	Project Manager	1 Kaiser Plaza, Suite 340 Oakland, CA 94612 510-986-4054 tihernandez@horizonh2o.com
Tom Engels	Principal	QA/QC Review	400 Capitol Mall, Suite 2500 Sacramento, CA 95814 916-790-8548 tom@horizonh2o.com
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
Barb Siskin	Principal	Cultural Resources Lead	200 Gate 5 Road, Suite 102 Sausalito, CA 94965 415-413-1450 barb@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	Barb Siskin 200 Gate 5 Road, Suite 102 Sausalito, CA 94965 barb@farwestern.com

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
REVISED ATTACHMENT THREE
CONSULTANTS KEY STAFF AND SUBCONSULTANTS**

Firm	Project Role	Contact Information
H.T. Harvey & Associates	Terrestrial biology, permitting	Steve Rottenborn 983 University Avenue, Bldg. D Los Gatos, CA 95032 408-458-3205 srottenborn@harveyecology.com
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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 2 TO AGREEMENT A4325G
REVISED SCHEDULE P
REVISED ATTACHMENT FOUR
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) (FC 1650)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)