

**AMENDMENT NO. 1 TO AGREEMENT A4482G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND STANTEC CONSULTING SERVICES, INC.**

This Amendment No. 1 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A4482G (Agreement) dated April 1, 2021, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) and STANTEC CONSULTING SERVICES, INC. (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing professional funding support services for Valley Water's efforts to compete for low-cost loans through Water Infrastructure Finance and Innovation Act (WIFIA) programs administered by the Environmental Protection Agency (EPA) and U.S. Army Corps of Engineers (USACE), as well as other Federal and State loan and grant funding programs;

WHEREAS, the Agreement currently expires on or about April 1, 2024; and

WHEREAS, the Parties desire to amend the Agreement to extend its term, update its standard terms and conditions, incorporate administrative changes, and significantly increase its Not-To-Exceed Fee to allow Consultant to continue providing services related to securing a large amount of WIFIA funding and ensuring WIFIA compliance for several Valley Water capital projects.

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

1. The Agreement, Standard Consultant Agreement, Section Eleven, Equal Opportunity, 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, 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.

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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."

2. The Agreement, 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 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."

3. The Agreement, Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 23. Schedules and Attachments, is amended to state as follows:

"23. Schedules and Attachments. Revised Schedule A-GEN, Scope of Services and the following listed Revised Attachments are incorporated herein by this reference as though set forth in full:

Attachment One – Fees and Payments (REVISED)
Attachment Two – Schedule of Completion (REVISED)

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AND STANTEC CONSULTING SERVICES, INC.**

Attachment Three – Consultant’s Key Staff and Subconsultants (UNCHANGED)
Attachment Four – Reference Materials (REVISED).”

4. Schedule A-GEN, Scope of Services, is amended as set forth in the Revised Schedule A-GEN, Scope of Services, attached hereto and incorporated herein by this reference.
5. Attachment One to Schedule A-GEN, Fees and Payments, is amended as set forth in the Revised Attachment One to Revised Schedule A-GEN, Fees and Payments, attached hereto and incorporated herein by this reference.
6. Attachment Two to Schedule A-GEN, Schedule of Completion, is amended as set forth in the Revised Attachment One to Revised Schedule A-GEN, Schedule of Completion, attached hereto and incorporated herein by this reference.
7. Attachment Four to Schedule A-GEN, Reference Materials, table for Reference Materials is amended to state as follows:

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) (FC 1650)
2	WIFIA Loan Application Protocol and Information Distribution with the EPA WIFIA Team
3	Presentation to Santa Clara Valley Water regarding Bond Disclosure Responsibilities Under the Federal Securities Laws – August 2022
4	WIFIA Federal Compliance Requirements https://www.epa.gov/wifia/wifia-federal-compliance-requirements

8. All other terms and conditions of the Agreement A4482G, not otherwise amended as stated herein remain in full force and effect.

(SIGNATURES FOLLOW ON NEXT PAGE)

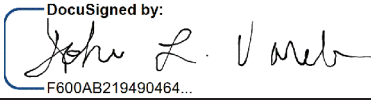
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**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO
THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A4482G
THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

SANTA CLARA VALLEY WATER DISTRICT

Valley Water


By:  DocuSigned by:
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John L. Varela
Chair Pro Tem
Board of Directors

Date: October 25, 2022

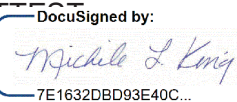
STANTEC CONSULTING SERVICES, INC.

Consultant

By:  DocuSigned by:
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Mary Paasch
Vice President

Date: 9/7/2022

A  DocuSigned by:
7E1632DBD93E40C...

Michele L. King, CMC
Clerk, Board of Directors

Consultant's Address:
3301 C Street, Suite 1900
Sacramento, CA 95816

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**AMENDMENT NO. 1 TO AGREEMENT A4482G
REVISED SCHEDULE A-GEN
REVISED 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 must be addressed to Valley Water Project Manager (VWPM).

Steve Peters (Valley Water Project Manager)
Senior Management Analyst
Treasury/Debt/Grants Unit
Office of the Chief Executive
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2518
Email: speters@valleywater.org

Charlene Sun
Treasury and Debt Officer
Treasury, Debt, and Grants Management Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2528
Email: csun@valleywater.org

Darin Taylor
Chief Financial Officer
Financial Planning and Management Services
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3068
Email: dtaylor@valleywater.org

- B. 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.

Amy Broughton (Consultant Project Manager)
Senior Principal
370 Interlocken Blvd, Suite 200
Broomfield, CO 80021

Phone: (303) 439-2759
Email: amy.broughton@stantec.com

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REVISED SCHEDULE A-GEN
REVISED SCOPE OF SERVICES**

All Valley Water questions pertaining to this Agreement shall be referred to the Consultant's Project Manager. All correspondence to Consultant shall be addressed to the address set forth above.

- C. 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.

Mary Paasch (Consultant Principal Officer)
Vice President
3301 C Street, Suite 1900
Sacramento, CA 95816

Phone: (916) 418-8414
Email: mary.paasch@stantec.com

2. Scope of Services (UNCHANGED)

This Revised Schedule A-GEN, Scope of Services describes the professional services related to the funding opportunities to be performed by Consultant for Valley Water. Services may include, but are not limited to funding analyses, funding application support, and funding compliance support. The objective of these services would be to help Valley Water understand viable funding options, the costs and benefits of different funding scenarios, actions necessary to submit competitive and timely funding applications, and to assist in setting up systems for and implementing funding compliance. The scope and level of effort for actual tasks to be performed will be determined in coordination with the Valley Water Primary Contact. Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant for additional services.

3. Project Objectives (UNCHANGED)

Objective of the Project is support applications to and administration of low-cost Water Infrastructure Finance and Innovation Act (WIFIA) loans through programs administered by the Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers (USACE), as well as other Federal and State funding and financing programs.

4. Project Background (UNCHANGED)

- A. Valley Water manages an integrated water resources system that includes the supply of clean, safe water, flood protection, and stewardship of streams on behalf of Santa Clara County's 2 million residents and businesses. Valley Water effectively manages 10 (ten) dams and surface water reservoirs, 3 (three) water treatments plants, nearly 400 (four hundred) acres of groundwater recharge ponds and more than 275 (two hundred seventy-five) miles of streams.
- B. Valley Water continues to explore additional project funding through the Federal Water Infrastructure Improvements for the Nation (WIIN) Act, low-cost WIFIA loans through programs administered by the EPA and the Army Corps, as well as other Federal and State funding and financing programs.

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REVISED SCHEDULE A-GEN
REVISED SCOPE OF SERVICES**

5. Assumptions and Requirements (REVISED)

A. General Assumptions and Requirements

- 1) Manage Scope of services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and 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, 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 Consultant for revision and preparation of final versions as determined by Valley Water, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following Valley Water review process.
- 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. If requested, the Consultant will perform some of the contract tasks and/or sub-tasks in accordance with the QEMS framework.
- 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 objectives of this Agreement as described in Section One, Scope of Services.
- 6) Document Control.** The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. Consultant recognizes and will adhere to Valley Water's WIFIA Info Protocol (Attachment Four-Reference Materials). An internal document control system for this project is maintained by Valley Water.
- 7) File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by Valley Water, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, Valley Water will not be responsible for delays in completing 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. Consultant will utilize Valley Water file exchange systems and maintain copies of project and compliance documentation on Valley Water file exchange systems.

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REVISED SCHEDULE A-GEN
REVISED SCOPE OF SERVICES**

B. Project-Specific Assumptions and Requirements (UNCHANGED)

- 1) Consultant staff assigned to prepare the WIFIA funding application materials have experience with preparation of applications for low-cost financing through the EPA's WIFIA program, as well as other Federal and State funding and financing programs. The Army Corps' WIFIA program is a new program that received funding for the first time in December 2020 and is currently being established – accordingly, Consultant has no experience with this program, although it is likewise authorized by WIFIA. Consultant is not a registered Municipal Financial Advisor and will work with Valley Water Treasury and Debt Management staff, bond counsel, and municipal advisor to prepare the financial sections of the LOI and Application.

6. Scope of Services Tasks (REVISED)

Task 1 - Project Management

- 1.1 The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the fees limit stated in Attachment One to Schedule A-GEN, Fees and Payments, and in accordance with the Project Schedule stated in Attachment Two to Schedule A-GEN, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet Valley Water and Project requirements. Consultant will track schedule and budget and report monthly to the Valley Water Project Manager. Monthly reporting shall be simple with list of tasks accomplished, challenges faced, expected worth the following month, and schedule changes, if any. The Consultant may also, at the request of the Valley Water Project Manager, participate in conference calls with other Valley Water consultants to coordinate efforts and share information.

Task 1 - Deliverables:

1. Monthly progress reports

Task 1 - Assumptions:

1. As part of its Project Management responsibilities, Consultant will track applicable regulations and inform Valley Water of upcoming changes and requirements related to the Scope of Services detailed below.

Task 2 - Assess and Apply for Funding Opportunities

- 2.1 There are multiple capital sources available to Valley Water. Consultant will assist the Valley Water with understanding the advantages, disadvantages and feasibility of accessing the various funding sources. Consultant will assist Valley Water in selecting appropriate and achievable funding plans.

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REVISED SCHEDULE A-GEN
REVISED SCOPE OF SERVICES**

2.2 Task 2 will involve regular assessments of key Valley Water funding priorities - such as costs, timing, secured financing, preliminary funding plan/s, project benefits. These efforts will align with the Valley Water Capital Improvement Program (CIP) review and development process. Consultant will support and coordinate activities with the Valley Water Treasury, Debt and Grants Management Unit, Grants Action Team (GAT), the Office of Government Relations (OGR), and project delivery teams. The analysis will consider the applicability of federal and state funding programs. Example Funding Agencies include but are not limited to:

- US Environmental Protection Agency (EPA)
- US Army Corps of Engineers (USACE)
- US Bureau of Reclamation (Reclamation)
- Federal Emergency Management Agency (FEMA)
- US Department of Housing and Urban Development (HUD)
- California State Water Resources Control Board
- California Department of Water Resources (DWR)
- California Water Commission (CWC)
- California Department of Fish and Wildlife (CDFW)

Task 2 - Deliverables:

1. Preparation and attendance in biweekly meetings with Valley Water for clarifying needs, assumptions and schedule related to Task 2.
2. Updates to Valley Water Grant Tracker including funding program:
 - a. Eligibility
 - b. Timing
 - c. Application Requirements
 - d. Funding Available
 - e. Competitiveness
 - f. Compliance Requirements
 - g. Program Contracts
3. Technical memoranda (approximately 10 pages) describing and comparing different funding sources for SCVWD.
4. Go/No-Go technical memoranda describing the Valley Water rationale behind pursuing and not pursuing funding.

Task 2 - Assumptions:

1. None

Task 3 - WIFIA Support

As requested by Valley Water, Consultant will provide Valley Water with support related to the Water Infrastructure Finance and Innovation Act (WIFIA) loan programs. Subtasks include:

- a. Task 3.1 WIFIA Letter of Interest (LOI)
- b. Task 3.2 WIFIA Application and Due Diligence Support

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REVISED SCHEDULE A-GEN
REVISED SCOPE OF SERVICES**

Task 3.1 - LOI Deliverables:

1. LOI: Preparation and attendance clarifying needs and assumptions related to the development of the LOI.
2. LOI: Pre-Kick-off meeting materials such as a preliminary schedule and content/responsibility matrix.
3. LOI: Work with Valley Water Treasury and Debt Management staff, bond counsel, and municipal advisor to prepare the financial sections of the LOI and Application. Bond counsel must sign-off on the description of Valley Water existing debt obligations, security and source of funding related to the financing structure for the Project/Projects.
4. LOI: Work with the Valley Water Finance department and adhere to the WIFIA Loan Application Protocol to ensure compliance with federal securities laws related to continuing disclosure.
5. LOI: Teleconferences as needed to advance LOI development.
6. LOI: "Red team" and "Gold team" draft for Valley Water review.
7. LOI: Complete WIFIA LOI package.

Task 3.2 - Application and Due Diligence Support

This task would involve Consultant assisting Valley Water to secure a WIFIA credit agreement(s) after Valley Water has been selected to apply.

Task 3.2 - Deliverables:

1. Application: LOI vs. Application gap analysis, development schedule and content/responsibility matrix.
2. Application: As directed by Valley Water, teleconferences to advance Application development.
3. Application: As directed by Valley Water, EPA or USACE and Valley Water teleconferences to ask and answer questions.
4. Application: Work with Valley Water Treasury and Debt Management staff, bond counsel, and municipal advisor to prepare the financial sections of the LOI and Application. Bond counsel must sign-off on the description of Valley Water existing debt obligations, security and source of funding related to the financing structure for Project/Projects.
5. Application: Work with the Valley Water Finance department and adhere to the WIFIA Loan Application Protocol to ensure compliance with federal securities laws related to continuing disclosure
6. Application: "Red team" and "Gold team" draft for Valley Water review.
7. Application: Complete WIFIA Application package.
8. Due Diligence: As directed by Valley Water, EPA or USACE and Valley Water teleconferences and written communications.
9. Pre-meeting materials as needed to facilitate discussion.

Task 3 - Assumptions:

1. None

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REVISED SCHEDULE A-GEN
REVISED SCOPE OF SERVICES**

Task 4 - Ongoing Administration and Compliance Reporting (NEW)

This task would involve Consultant assisting Valley Water with ongoing WIFIA loan administration and compliance reporting requirements that include the following:

1. Compliance with National Environmental Policy Act (NEPA), Davis-Bacon, American Iron and Steel, and all other federal cross-cutter provisions attached to WIFIA financing.
2. Design, establishment and administration of document management systems and processes to effectively track and demonstrate compliance with federal cross-cutter provisions, including American Iron and Steel.
3. Coordination and communication with Valley Water teams regarding WIFIA compliance.
4. Quarterly construction progress reports and eligible project costs documentation packages.
5. Coordination with Valley Water and the EPA to ensure procurement practices and construction Final Specifications reflect all federal requirements.
6. Coordination with Valley Water and the EPA to ensure documentation and document management practices comply with WIFIA master credit agreement and loan agreements.
7. Timely submission of notifications and required WIFIA documentation.
8. Davis-Bacon site visit interviews and site visit reports.
9. American Iron and Steel tracking and waiver submission support.
10. Preparation and submittal of Public benefit reports to be submitted 90 days after Substantial Completion Date and 5 years thereafter.
11. Coordination with Valley Water to submit the annual financial reports and other notifications to the EPA, as appropriate.
12. Maintenance of WIFIA documentation for the duration of the contract, including beyond December 31, 2027.
13. Monthly WIFIA compliance meetings for projects in procurement and construction, including beyond December 31, 2027.

Task 4 - Deliverables:

1. Compliance briefings, checklist, and compliance standard procedures guidance documents
2. Quarterly WIFIA Construction Reports
3. Quarterly Eligible Project Cost documentation packages
4. Monthly Labor Standards Interview reports
5. Compliance language and recommendations for procurement
6. American Iron and Steel Tracking Log and documentation including, as appropriate, waiver requests
7. Annual WIFIA Compliance Briefing and Technical Memo
8. Annual site audit checklist and guidance briefing

Task 4 - Assumptions:

1. The Consultant will provide WIFIA compliance services according to the requirements included in the FY2022 WIFIA loan agreements. Ongoing administration and reporting compliance for other WIFIA (USACE), grant or loan programs are not included in this scope. Consultant will coordinate with Valley Water to avoid duplication of effort and compliance documentation. Consultant will package for EPA but not produce Valley Water accounting or finance-related reports or requisition requests.

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REVISED SCHEDULE A-GEN
REVISED SCOPE OF SERVICES**

Task 5 - Supplemental Services (REVISED AND RENUMBERED)

Valley Water may require, and the Consultant will perform, Supplemental Services on an as-needed basis. Prior to performing any Supplemental Services, Consultant must receive an approved Task Order issued by Valley Water and executed by both Parties. Refer to the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and Appendix Three, Task Order Template.

5.1 In the event Valley Water directs Consultant to support applications to other funding programs, Consultant may be retained to assist in submitting other applications. As-needed funding support services may consist of, but not limited to:

5.1.1 Application development in coordination with Valley Water;

5.1.2 Meeting attendance, coordination with agencies, and workshops and/or presentations regarding funding support options.

5.2 Additional Services. Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Task 1 through 4 as Task 5 Supplemental Services, to include but not be limited to:

5.2.1 Additional meetings;

5.2.2 Additional time allotted for meetings;

5.2.3 Additional status/progress reports;

5.2.4 Additional phone conference calls;

5.2.5 Additional pages or copies of technical memoranda, plans, reports.

7. Attachments

The following Revised Schedule A-GEN Attachments are incorporated herein by this reference as though set forth in full:

Attachment One - Fees and Payments (REVISED)

Attachment Two - Schedule of Completion (REVISED)

Attachment Three - Consultant's Key Staff and Subconsultants (UNCHANGED)

Attachment Four - Reference Materials (REVISED)

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**AMENDMENT NO. 1 TO AGREEMENT A4482G
REVISED SCHEDULE A-GEN
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 **\$1,500,000** (Not-to-Exceed or NTE). Under no conditions will the total compensation to the Consultant exceed NTE Fee 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 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 Total Not-to-Exceed Fees	Amendment No. 1 Not-to-Exceed Fees	Revised Total Not-to-Exceed Fees
1	Project Management	\$22,610.00	\$99,420	\$122,030
2	Assess and Apply for Funding Opportunities	\$15,528.00	\$310,500	\$326,028
3	WIFIA Support			
3.1	WIFIA Letter of Interest	\$62,677.00	\$23,000	\$85,677
3.2	WIFIA Application and Due Diligence Support	\$84,567.00	\$45,108	\$129,675
4	Ongoing Administration and Compliance Reporting (NEW)	-	\$710,920	\$710,920
5	Supplemental Services	\$39,470.00	\$86,200	\$125,670
	Total Not-to-Exceed Amount	\$224,852.00	\$1,275,148	\$1,500,000

3. Terms and Conditions (REVISED)

A. Payments for Services performed, as described in this attached 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.
- 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

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REVISED SCHEDULE A-GEN
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 3%, 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 Chief Financial 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 and subconsultant vendor services. These other direct expenses may be billed at actual cost linked to each Agreement Task, as approved by Valley Water' Project Manager, provided that the Agreement 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 and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
- 3) Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager. 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.

- C.** For staff with rates exceeding the rate of \$326/hr., the Consultant must obtain written approval from Valley Water's Primary Contact as to the numbers of hours per task prior to that individual working on the Project.

D. Prevailing Wage Requirements – [NOT USED]

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**AMENDMENT NO. 1 TO AGREEMENT A4482G
REVISED SCHEDULE A-GEN
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE

CLASSIFICATION/STAFF	HOURLY/UNIT RATE	
	ORIGINAL AGREEMENT APRIL 2021	EFFECTIVE APRIL 1, 2022 – MARCH 31, 2022
Consultant: Stantec Consulting Services, Inc.		
Principal	\$316.00	\$325.48
Project Manager	\$275.00	\$283.25
Senior Manager	\$262.00	\$269.86
Senior Project Engineer/Scientist	\$240.00	\$247.20
Project Engineer/Scientist	\$200.00	\$206.00
Supervising Engineer/Scientist	\$179.00	\$184.37
Senior Engineer/Scientist	\$154.00	\$158.62
Staff Engineer	\$133.00	\$136.99
Senior GIS/CAD / Graphic Editor	\$154.00	\$158.62
GIS/CAD / Graphic	\$114.00	\$117.42
Editor	\$149.00	\$153.47
Contract Administrator	\$109.00	\$112.27
Admin Assistant Typist	\$80.00	\$82.40

Note: Valley Water letter to Consultant approved rate increases effective April 1, 2022.

TRAVEL BREAKDOWN

Task	Description	Trips (\$1200/per)
1	Project Management	NA
2	Assess and Apply for Funding Opportunities	NA
3.1	WIFIA Letter of Interest	NA
3.2	WIFIA Application and Due Diligence Support	2
4	Ongoing Administration and Compliance Reporting (NEW)	4
5	Supplemental Services	NA
	Travel Expenses	\$7,000.00

Note: Estimated total per person. Travel is reimbursed at actual cost of travel. Receipts must accompany all invoices.

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**AMENDMENT NO. 1 TO AGREEMENT A4482G
REVISED SCHEDULE A-GEN
REVISED ATTACHMENT TWO
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2., Formation of Agreement.
2. This Amendment No. 1 extends the term of the Agreement from April 1, 2024 to December 31, 2027, with Valley Water options for two, two-year extensions (i.e., if both two-year extension options are exercised, this would extend the new Agreement term four (4) years, or through December 31, 2031), unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Term of Agreement
2	Assess and Apply for Funding Opportunities	Term of Agreement
3.1	WIFIA Letter of Interest	Term of Agreement
3.2	WIFIA Application and Due Diligence Support	Term of Agreement
4	Ongoing Administration and Compliance Reporting (NEW)	Term of Agreement
5	Supplemental Services	Term of Agreement

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