

**AMENDMENT NO. 2 TO AGREEMENT A4482G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND STANTEC CONSULTING SERVICES, INC.**

This Amendment No. 2 (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 June 22, 2021, as amended by Amendment No. 1 dated October 25, 2022 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 Parties desire to amend the Agreement to revise the scope of services to add Corps Water Infrastructure Financing Program (CWIFP), incorporate administrative changes, and increase its Not-To-Exceed Fee to allow Consultant to continue providing services related to securing a large amount of WIFIA/CWIFP funding and ensuring WIFIA/CWIFP 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 and Amendment No. 1 and Consultant hereby agree to amend the Agreement as follows:

1. Revised 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:

Revised Attachment One – Fees and Payments (REVISED)
Revised Attachment Two – Schedule of Completion (REVISED)
Attachment Three – Consultant's Key Staff and Subconsultants (UNCHANGED)
Revised Attachment Four – Reference Materials (UNCHANGED).”
2. Revised 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.
3. Revised 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.
4. Revised 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.

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5. All other terms and conditions of the Agreement A4482G 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 A4482G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

STANTEC CONSULTING SERVICES, INC.
Consultant

By: _____
Nai Hsueh
Chair, Board of Directors

By: _____

Mary Paasch
Vice President

Date: _____

Date: 4/14/2024

ATTEST:

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

Michele L. King, CMC
Clerk, Board of Directors

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**AMENDMENT NO. 2 TO AGREEMENT A4482G
REVISED SCHEDULE A-GEN
REVISED SCOPE OF SERVICES**

1. Representatives (UNCHANGED)

- 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 (VWPM)
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
Senior Principal

370 Interlocken Blvd, Suite 200
Broomfield, CO 80021
Stantec Consulting Services, Inc.
Phone: (303) 439-2759
Email: amy.broughton@stantec.com

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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
Vice President
Stantec Consulting Services, Inc.
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 (REVISED)

Objective of the Project is to support applications to and administration of low-cost Water Infrastructure Finance and Innovation Act (WIFIA) and Corps Water Infrastructure Financing Program (CWIFP) 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 treatment plants, nearly 400 (four hundred) acres of groundwater recharge ponds and more than 275 (two hundred seventy-five) miles of streams.

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- B. Valley Water continues to explore additional project funding through the Federal Water Infrastructure Improvements for the Nation (WIIN) Act, low-cost WIFIA/CWIFP loans through programs administered by the EPA and the Army Corps, as well as other Federal and State funding and financing programs.

5. Assumptions and Requirements (UNCHANGED)

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

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REVISED SCOPE OF SERVICES**

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.

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 (UNCHANGED)

- 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 (REVISED)

- 2.1 There are multiple state and federal funding sources available to Valley Water. Consultant will assist 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 and support the grant application process as directed by Valley Water.

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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 Valley Water's Capital Improvement Program (CIP) review and development process. Consultant will support and coordinate activities with the Valley Water 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)
- National Oceanic and Atmospheric Administration
- 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 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. Targeted funding Roadmaps describing and recommending funding sources for priority Valley Water funding needs.
4. Go/No-Go technical memoranda describing Valley Water's rationale behind pursuing and not pursuing funding.
5. At the direction of Valley Water, support the preparation of the grant application package, negotiate, execute and implement the grant agreement and compliance requirements.

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REVISED SCOPE OF SERVICES**

Task 3 - WIFIA/CWIFP Support (REVISED)

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

- a. Task 3.1 WIFIA/CWIFP Letter of Interest (LOI)/Preliminary Application
- b. Task 3.2 WIFIA/CWIFP Application and Due Diligence Support¹

Task 3.1 – WIFIA/CWIFP Letter of Interest (LOI) Preliminary Application (REVISED)

This task would involve Consultant assisting Valley Water to with the preliminary application process for a WIFIA/CWIFP credit agreement(s).

Task 3.1 - 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 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/CWIFP Loan Application Protocol to ensure compliance with federal securities laws related to continuing disclosure.
5. LOI: Teleconferences as needed
6. LOI: “Red team” and “Gold team” draft for Valley Water review.
7. LOI: Complete WIFIA/CWIFP LOI package.

Task 3.2 – WIFIA/CWIFP Application and Due Diligence Support (REVISED)

This task would involve Consultant assisting Valley Water to secure a WIFIA/CWIFP 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.

¹ Two (2) CWIFP Preliminary Applications were completed December 13, 2023.
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Ver: 4/5/24

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4. Application: Work with Valley Water Treasury and Debt Management Unit and adhere to the WIFIA/CWIFP Loan Application Protocol to ensure compliance with federal securities laws related to continuing disclosure.
5. Application: "Red team" and "Gold team" draft for Valley Water review.
6. Application: Complete WIFIA/CWIFP Application package.
7. Due Diligence: As directed by Valley Water, EPA or USACE and Valley Water teleconferences and written communications.
8. Pre-meeting materials as needed to facilitate discussion.

Task 4 - Ongoing Administration and Compliance Reporting (REVISED)

This task would involve Consultant assisting Valley Water with ongoing WIFIA/CWIFP 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/CWIFP 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/CWIFP compliance.
4. Quarterly construction progress reports and eligible project costs documentation packages.
5. Coordination with Valley Water and the EPA/USACE to ensure procurement practices and construction Final Specifications reflect all federal requirements.
6. Coordination with Valley Water and the EPA/USACE to ensure documentation and document management practices comply with WIFIA/CWIFP master credit agreement and loan agreements.
7. Timely submission of notifications and required WIFIA/CWIFP documentation.
8. Davis-Bacon site visit interviews and site visit reports.
9. American Iron and Steel tracking and waiver submission support.
10. Build America/Buy America compliance and waiver submission support.
11. Preparation and submittal of Public benefit reports to be submitted 90 days after Substantial Completion Date and 5 years thereafter.
12. Coordination with Valley Water to submit the annual financial reports and other notifications to the EPA/CWIFP, as appropriate.
13. Maintenance of WIFIA/CWIFP documentation for the duration of the contract, including beyond December 31, 2027 (Consultant agreement expiration date).

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14. Monthly WIFIA/CWIFP compliance meetings for projects in procurement and construction, including beyond December 31, 2027 (Consultant agreement expiration date).

Task 4 - Deliverables:

1. Compliance briefings, checklist, and compliance standard procedures guidance documents
2. Quarterly WIFIA/CWIFP 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/Build America Buy America Tracking Log and documentation including, as appropriate, waiver requests
7. Annual WIFIA/CWIFP Compliance Briefing and Technical Memo
8. Annual site audit checklist and guidance briefing

Task 4 - Assumptions:

1. Consultant will provide WIFIA/CWIFP compliance services according to the requirements included in the respective loan agreements. Consultant will coordinate with Valley Water to avoid duplication of effort and compliance documentation. Consultant will prepare compliance package at Valley Water's direction, but not produce Valley Water accounting or finance-related reports or requisition requests.

Task 5 - Supplemental Services (UNCHANGED)

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.

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REVISED SCOPE OF SERVICES**

7. Attachments

The following Revised Schedule A-GEN 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)
Attachment Three - Consultant's Key Staff and Subconsultants (UNCHANGED)
Revised Attachment Four - Reference Materials (UNCHANGED)

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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 **\$2,245,000** (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	Amendment No. 2 Not-to-Exceed Fees	Revised Total Not-to-Exceed Fees
1	Project Management	\$22,610.00	\$99,420	\$0	\$122,030
2	Assess Funding Opportunities	\$15,528.00	\$310,500	\$475,000	\$801,028
3	WIFIA/CWIFP Support				
3.1	WIFIA/CWIFP Letter of Interest (LOI) Preliminary Application	\$62,677.00	\$23,000	\$10,000	\$95,677
3.2	WIFIA/CWIFP Application and Due Diligence Support	\$84,567.00	\$45,108	\$160,000	\$289,675
4	Ongoing Administration and Compliance Reporting	-	\$710,920	\$100,000	\$810,920
5	Supplemental Services	\$39,470.00	\$86,200	\$0	\$125,670
	Total Not-to-Exceed Amount	\$224,852.00	\$1,275,148	\$745,000	\$2,245,000

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.

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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 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 \$346/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.

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

HOURLY/UNIT RATE TABLE (REVISED)

CLASSIFICATION/STAFF	HOURLY/UNIT RATE			
	ORIGINAL AGREEMENT 4/1/2021 – 3/31/2022	EFFECTIVE 4/1/2022 – 3/31/2023	EFFECTIVE 4/1/2023 – 3/31/2024	EFFECTIVE 4/1/2024 – 3/31/2025
Consultant: Stantec Consulting Services, Inc.				
Principal	\$316.00	\$325.48	\$335.24	\$345.30
Project Manager	\$275.00	\$283.25	\$291.75	\$300.50
Senior Manager	\$262.00	\$269.86	\$277.96	\$286.29
Senior Project Engineer/Scientist	\$240.00	\$247.20	\$254.62	\$262.25
Project Engineer/Scientist	\$200.00	\$206.00	\$212.18	\$218.55
Supervising Engineer/Scientist	\$179.00	\$184.37	\$189.90	\$195.60
Senior Engineer/Scientist	\$154.00	\$158.62	\$163.38	\$168.28
Staff Engineer	\$133.00	\$136.99	\$141.10	\$145.33
Senior GIS/CAD / Graphic Editor	\$154.00	\$158.62	\$163.38	\$168.28
GIS/CAD / Graphic	\$114.00	\$117.42	\$120.94	\$124.57
Editor	\$149.00	\$153.47	\$158.07	\$162.82
Contract Administrator	\$109.00	\$112.27	\$115.64	\$119.11
Admin Assistant Typist	\$80.00	\$82.40	\$84.87	\$87.42

Note: Valley Water issued letters to Consultant approving rate increases effective April 1, 2022, and April 1, 2023.

TRAVEL BREAKDOWN (REVISED)

Task	Description	Trips (\$1500/per)
1	Project Management	NA
2	Assess and Apply for Funding Opportunities	4
3	WIFIA/CWIFP Support	
3.1	WIFIA/CWIFP Letter of Interest (LOI) Preliminary Application	NA
3.2	WIFIA/CWIFP Application and Due Diligence Support	N/A
4	Ongoing Administration and Compliance Reporting	N/A
5	Supplemental Services	N/A
	Travel Expenses	\$6,000.00

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

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**AMENDMENT NO. 2 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. The original effective date for this Agreement was June 22, 2021. Amendment No. 1 extended the term of the Agreement from April 1, 2024 to December 31, 2027, with the option of two-two (2) year extensions, 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 (REVISED)

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	WIFIA/CWIFP Support	
3.1	WIFIA/CWIFP Letter of Interest (LOI) Preliminary Application	Term of Agreement
3.2	WIFIA/CWIFP Application and Due Diligence Support	Term of Agreement
4	Ongoing Administration and Compliance Reporting	Term of Agreement
5	Supplemental Services	Term of Agreement

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