

**AMENDMENT NO. 1 TO AGREEMENT A4150A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND STILLWATER SCIENCES ECOSYSTEM, WATERSHED
AND RIVERINE SCIENCES, INCORPORATED**

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 A4150A (Agreement) dated June 12, 2018, between SANTA CLARA VALLEY WATER DISTRICT (District) hereinafter called (District) and STILLWATER SCIENCES ECOSYSTEM, WATERSHED AND RIVINE SCIENCES, INCORPORATED, (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing professional mitigation monitoring and reporting services for the District's Water Years 2018 and 2019 Guadalupe River Mitigation Monitoring Project;

WHEREAS, the Agreement currently expires on June 30, 2020; and

WHEREAS, the Parties desire to expand the scope of services to enable the Consultant to provide mitigation monitoring and reporting services for District's Water Years 2020 and 2021 - specifically for Tasks 1A, 2A, 3A, 6A, 7A, 8A, and 14A;

WHEREAS, the Parties also desire to extend the term of the Agreement to provide sufficient time for Consultant to complete the two additional years of mitigation monitoring; increase the Not-To-Exceed fee to provide sufficient funds for Consultant to perform the additional two years of mitigation monitoring and reporting services; and

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

1. The Agreement, Standard Consultant Agreement, Section Twelve, Subsection 20. Appendices is renumbered to Subsection 23 and amended to state as follows:

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

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

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

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

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

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2. The Agreement, Standard Consultant Agreement, Section Twelve, Subsection 21. Schedules and Attachments is renumbered to Subsection 24 and is amended to state as follows:

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

Attachment One to Schedule S-GEN – Fees and Payments (REVISED)

Attachment Two to Schedule S-GEN – Schedule of Completion (REVISED)

Attachment Three to Schedule S-GEN – Consultant’s Key Staff and Subconsultants (REVISED).”

Attachment Four to Schedule S-GEN – Reference Materials (REVISED).”

3. The Agreement, Standard Consultant Agreement, Section Twelve, add the following as Subsection 20:

“20. No Third-Party Beneficiaries

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

The Agreement, Standard Consultant Agreement, Section Twelve, add the following as Subsection 21:

“21. Severability

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

4. The Agreement, Standard Consultant Agreement, Section Twelve, add the following as Subsection 22:

“22. Debt Limitation

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

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5. Appendix Four to the Standard Consultant Agreement, Insurance Requirements, is replaced by the Revised Appendix Four to the Standard Consultant Agreement, Insurance Requirements, attached hereto and incorporated herein by this reference.
6. Schedule S-GEN – Scope of Services is amended as set forth in the attached Amendment No. 1 Schedule S-GEN, Additional Scope of Services, and incorporated herein by this reference.
7. Attachment One to Schedule S-GEN – Fees and Payments is amended as set forth in the Revised Attachment One to Amendment No. 1 Schedule S-GEN, Additional Fees and Payments, attached hereto and incorporated herein by this reference.
8. Attachment Two to Schedule S-GEN – Schedule of Completion is amended as set forth in the Revised Attachment Two to Amendment No. 1 Schedule S-GEN, Extended Schedule of Completion, attached hereto and incorporated herein by this reference.
9. Attachment Three to Schedule S-GEN – Consultants Key Staff and Subconsultants is amended as set forth in the Revised Attachment Three to Amendment No. 1 Schedule S-GEN, Consultants Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.
10. Attachment Four to Schedule S-GEN – Reference Materials is amended as set forth in the Revised Attachment Four to Amendment No. 1 Schedule S-GEN, Reference Materials, attached hereto and incorporated herein by this reference.
11. All other terms and conditions of the Agreement 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 A4150A
THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

SANTA CLARA VALLEY WATER DISTRICT
District

**STILLWATER SCIENCES ECOSYSTEM,
WATERSHED AND RIVERINE SCIENCES,
INCORPORATED**
Consultant

By: _____
Nai Hsueh
Chair, Board of Directors

By: _____
Sapna Khandwala
Chief Executive Officer

Date: _____

Date: _____

Consultant's Address:

ATTEST:

2855 Telegraph Avenue, Suite 400
Berkeley, CA 94705

Michele L. King, CMC
Clerk, Board of Directors

**AMENDMENT NO. 1 TO AGREEMENT A4150A
REVISED APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

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

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

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

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

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

Certificates of Insurance

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

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

The certificates will:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A4150A / CAS No. 4860**

IMPORTANT: The agreement or CAS number must be included.

**AMENDMENT NO. 1 TO AGREEMENT A4150A
REVISED APPENDIX FOUR TO THE
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INSURANCE REQUIREMENTS**

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

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

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

Maintenance of Insurance

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

Renewal of Insurance

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

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: valleywater@ebix.com
2. Provide the following information in the "Certificate Holder" box:
**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A4150A / CAS No. 4860**

IMPORTANT: The agreement or CAS number must be included.

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

**AMENDMENT NO. 1 TO AGREEMENT A4150A
REVISED APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

Required Coverages

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

\$1,000,000 per occurrence / **\$1,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

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

- 2. Business Auto Liability Insurance** with coverage as indicated:

\$1,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

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

\$1,000,000 per claim/ **\$1,000,000** aggregate

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

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

- 4. Workers' Compensation and Employer's Liability Insurance**

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

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

**AMENDMENT NO. 1 TO AGREEMENT A4150A
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STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

General Requirements

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

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

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)
2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.

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

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CHECK LIST OF DOCUMENTS NEEDED

| | | | |
|--------------------------------|----|---|--|
| General Liability: | A. | Limits (\$1,000,000) | |
| | B. | Additional Insured (Endorsement) | |
| | C. | Waiver of Subrogation (COI, Endorsement or policy language) | |
| | D. | Primacy (COI, Endorsement or policy language) | |
| | E. | Cancellation Endorsement | |
| Auto Liability: | A. | Limits (\$1,000,000) | |
| | B. | Additional Insured (Endorsement) | |
| | C. | Waiver of Subrogation (COI, Endorsement or policy language) | |
| | D. | Primacy (COI, Endorsement or policy language) | |
| | E. | Cancellation Endorsement | |
| Umbrella: | A. | Limits (\$) | |
| | B. | Primacy (Endorsement or policy language) | |
| Workers Comp: | A. | Limits (\$1,000,000) | |
| | B. | Waiver of Subrogation (Endorsement or policy language) | |
| | C. | Cancellation Endorsement | |
| Professional Liability: | A. | Limits (\$1,000,000) | |

Appendix IV ConsultantGL1AL1PL1_rev. 5.11.20

**AMENDMENT NO. 1 TO AGREEMENT A4150A
SCHEDULE S-GEN
ADDITIONAL SCOPE OF SERVICES**

2. Scope of Services (ADDITIONAL)

This Amendment No. 1 Schedule S-GEN, Additional Scope of Services, describes the additional tasks to be performed by Consultant under Agreement. Per this Amendment No. 1, Consultant shall provide mitigation monitoring and reporting services for Water Years (WYs) 2020 and 2021. The tasks in the original agreement will remain applicable for mitigation monitoring and reporting services that were provided for WYs 2018 and 2019. The tasks in this Amendment No. 1, which are focused on WYs 2020 and 2021, will be numbered as a subset of the original tasks. In total, the Scope of Services as amended by this Amendment No. 1 obligates Consultant to provide mitigation monitoring and reporting services for WYs 2018, 2019, 2020 and 2021.

6. Scope of Services Tasks (ADDITIONAL)

In addition to the tasks to be performed for WYs 2018 and 2019 per the original Agreement, Consultant shall perform the following additional tasks for WYs 2020 and 2021 listed in this Amendment No. 1 as 1A, 2A, 3A, 6A, 7A, 8A, and 14A.

Task 1A - Project Management During WYs 2020 and 2021

The purpose of this task is for Consultant to manage the Scope of Services for WYs 2020 and 2021 to ensure the work is completed within the not-to-exceed fee limits associated with Tasks 1A, 2A, 3A, 6A, 7A, 8A, and 14A within the Project Schedule while ensuring that all services and deliverables meet District and Project requirements.

- 1.2 Meetings with District.** The Consultant Project Manager must provide a brief update of the team's work activities, the look-ahead activities, and the issues and actions that require the District's attention, in meetings or conference calls with the District Project Manager; frequency of these meetings and calls will be as directed by the District but will not exceed more than one per month.

Task 1A – Deliverables

1. Meeting Agendas for approximately ten 2-hour meetings or conference calls
2. Meeting/Conference Calls attendance and notes for approximately ten 2-hour meetings or conference calls

Task 1A – Assumptions

1. Task duration for WY 2020 is July 1, 2020 through June 30, 2021 and for WY 2021 is July 1, 2021 through June 30, 2022.
2. Project Manager will attend and facilitate all conference calls; technical task leads and/or senior staff will participate in conference calls as needed at up to three of those meetings; two meetings per year will be in-person at the District's headquarters.

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**AMENDMENT NO. 1 TO AGREEMENT A4150A
SCHEDULE S-GEN
ADDITIONAL SCOPE OF SERVICES**

Task 2A - Long-term Vegetation Monitoring for WYs 2020 and 2021

The Consultant will monitor riparian and shaded riverine aquatic (SRA) cover mitigation in WYs 2020 and 2021 as shown in Tables 1A and 2A. SRA mitigation is riparian forest within 15 feet of the low flow channel edge. The Consultant will follow the methods described and data forms provided in “Vegetation Monitoring Methods” (Attachment Four to Schedule S-GEN, Reference Materials). In addition, at least one photograph of characteristic and notable anomalous conditions must be taken of each monitoring location.

Table 1A. Long-term vegetation indicators required to be monitored in WY 2020

| Indicator - Location | Assumed Level of Effort |
|---|---|
| Riparian Native/Nonnative Cover - Downtown Project (assumes four transects/day) | 11 days (13 half transects + 37 full transects) |
| Riparian Native/Nonnative Cover - UGRP | 2 days (UGRP Reaches 10B and 12) |
| Overall WY 2020 | 13 days |

Table 2A. Long-term vegetation indicators required to be monitored in WY 2021

| Indicator - Location | Assumed Level of Effort |
|--|---|
| Riparian Native/Nonnative Cover and both Riparian and SRA Cover Natural Recruitment – UGRP | 2 days (UGRP Reaches 6 [1 plot/native only], 10B [3 plots native/3 plots nonnative], and 12 [3 plots/nonnative only]) |
| SRA Cover Nonnative Cover – Downtown Project and UGRP | 2 days (Downtown Project [18 plots] and UGRP Reaches 6 [2 plots], 10B [3 plots], and 12 [4 plots]) |
| SRA Cover Shaded stream surface – Downtown Project and UGRP | 3 days (Downtown Project [18 plots] and UGRP Reaches 6 [2 plots], 10B [3 plots], and 12 [4 plots]) |
| Overall WY 2021 | 7 days |

The Consultant will analyze the data in accordance with the “Vegetation Monitoring Methods”, with the exception that all data entry must be done in Excel, rather than the GEMS database. Consultant’s lead plant ecologist and Project Manager will perform quality assurance and quality control (QA/QC) of the data input and analysis. This task includes all field preparation, field work, data entry, GIS data processing, data analysis, and preparation of the associated sections of the Administrative Review Draft Mitigation Monitoring Report (MMR).

Task 2A - Deliverables

1. PDF of scanned field data sheets
2. Excel file of entered and checked field data, and data analysis results
3. Associated sections of the Administrative Review Draft MMRs (see Task 6)

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**AMENDMENT NO. 1 TO AGREEMENT A4150A
SCHEDULE S-GEN
ADDITIONAL SCOPE OF SERVICES**

Task 2A – Assumptions

1. WYs 2020 and 2021 monitoring includes all indicators listed in Tables 1 and 2. A total of 20 10-hour field days for a single crew of three people (additional field crew included based upon experience to address safety concerns particularly in Downtown reaches) are assumed to be necessary to complete the field monitoring.
2. Vegetation monitoring will be scheduled between July 15th and September 30th of each water year. Consultant will coordinate closely with the District to time surveys to occur shortly after homeless encampment cleanup events in the Downtown Project and/or Upper Guadalupe River Project (UGRP).
3. If requested by the District, Consultant will continue to update and compile revised plot stem maps of riparian plots 1–20 during the tree height and basal area monitoring.
4. If any field sites are deemed unsafe at the time of the survey despite prior coordination with the District on field scheduling, additional coordination with Valley Water will occur to attempt to safely re-access the site. Any rescheduled surveys would not exceed the total estimate of required field days in Table 1 and 2.

Task 3A - Channel Morphology – Undercut Banks for WYs 2020 and 2021

In WY 2020 and WY2021, the Consultant will measure and document all undercut banks at Reaches 6, 10B, and 12. The undercut bank metric is length in linear feet of undercut banks with an overhang of at least 10 centimeters. In Reach 6, undercut banks were not specifically constructed for mitigation, but naturally exist. Undercut bank length will be measured along all of Reach 6 on both sides of the river channel. At Reaches 10B and 12, logs and rootwads were installed as part of undercut bank mitigation. In these reaches, monitoring will measure and document the length of undercut bank on both sides of the river channel and check the logs and rootwads for presence, stability, and function. Undercut bank monitoring must be conducted between July 1 and October 1. The Consultant shall provide all necessary field equipment; a float-tube may be helpful for surveys in Reach 6.

This task includes all field preparation, field work, GIS data processing (location and length of undercut banks), data analysis, and preparation of the associated sections of the Administrative Review Draft MMR.

Task 3A - Deliverables

1. Undercut bank GIS data (location and length)
2. Associated sections of the Administrative Review Draft MMRs (see Task 6)

Task 3A - Assumptions

1. Surveys will occur between July 1 and October 1 to capture winter/spring base flow conditions. If the survey crew cannot safely navigate reaches during this survey window, the survey will be rescheduled until conditions are appropriate.
2. Reach 6 will be monitored in WY 2020 and Reaches 6, 10B, and 12 will be monitored in WY 2021.

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**AMENDMENT NO. 1 TO AGREEMENT A4150A
SCHEDULE S-GEN
ADDITIONAL SCOPE OF SERVICES**

Task 6A - Mitigation Monitoring Reports for WYs 2020 and 2021

The Consultant will compile and prepare the administrative review, draft, and final versions of a WY 2020 MMR and WY 2021 MMR, following the format of previous MMRs. Each of these MMRs shall include the following sections and appendices:

Executive Summary

1. Introduction

2. Monitoring Methods – Reporting changes to established methods that occurred since the previous WY.

3. Monitoring Results

3.1 Local Environmental Conditions – this requires analysis and presentation of publicly-available rain and Guadalupe River flow data

3.2 Riparian Vegetation – from Task 2 and Optional Task 8

3.3 SRA Cover – from Task 2 and Optional Task 8

3.4 Channel Morphology

3.4.1 Undercut Banks – from Task 3

3.5 Water Temperature – Completed

3.6 Anadromous Fish Spawning Habitat – Completed

3.7 Anadromous Fish Passage and Rearing Habitat

3.7.1 Depth, Velocity, and Vertical Barriers – from data provided by the District

3.7.2 Suitable Habitat Area – Completed

3.8 Anadromous Fish Occurrence – from data provided by the District

4. Recommendations – Recommendations to be developed in conjunction with District staff either before or after preparation of the Administrative Review Drafts

5. Report Preparation

6. References

Appendix A. Aerial Photographs/Graphics of the Downtown, Upper Guadalupe River, and Guadalupe Creek Project Areas showing vegetation and fisheries monitoring locations – reach boundaries, vegetation planting and monitoring areas to be provided by the District

Appendix B. Guadalupe River Project Annual Inspection Reports – to be provided by the District

Appendix C. Photo Documentation – from Consultant field monitoring efforts

Appendix D. Fish Passage/Sediment Removal Documentation – to be provided by the District

Appendix E. Common and Scientific Species Names

Appendix F. AMT Recommendations and Remedial Actions – updates to existing table, from Task 7

Appendix G. AMT Members – included in final MMRs only, from Task 7

Appendix H. 60-Day Memorandum of Record and Annual AMT Meeting Minutes – included in final MMRs only, from Task 7

Appendix I. AMT Comments and Responses – included in final MMRs only, based on comments received before and during the Task 7 AMT meeting

The MMRs must be clearly and concisely written, as appropriate to the technical nature of the work, and edited for grammar and errors prior to submittal to the District.

**AMENDMENT NO. 1 TO AGREEMENT A4150A
SCHEDULE S-GEN
ADDITIONAL SCOPE OF SERVICES**

Task 6A - Deliverables

1. Administrative Review Draft of the WY 2020 and WY 2021 MMRs and appendices in Word to the District and U.S. Army Corps of Engineers (Corps) via FTP site or similar file-sharing system, by February 1st for each calendar year.
2. Draft of the WY 2020 and WY 2021 MMRs and appendices, incorporating District and Corps comments, in Word to the AMT via FTP site or similar file-sharing system, by March 30th for each calendar year.
3. Administrative Review Final Drafts of the WY 2020 and WY 2021 MMRs and appendices incorporating agreed-upon Guadalupe River Project Adaptive Management Team (AMT) comments to the District and Corps 40 calendar days after the AMT annual meetings
4. Final WY 2020 and WY 2021 MMRs and appendices incorporating agreed-upon AMT comments in PDF to the AMT via FTP site or similar file-sharing system, and in Word to the District via email, by June 30th for each calendar year.

Task 6A - Assumptions

1. District will provide Consultant with required information for WY 2020 MMR and WY 2021 MMR with minimal support/editing required from Consultant staff. District provides figures/graphics/appendices for their sections/appendices that are ready to incorporate into the combined report draft (i.e., no new figures will be created under this task).
2. Recommendations discussed in the MMRs will be developed in conjunction with District staff during the preparation of the Administrative Draft.
3. District will provide single set of comments (preferably in electronic format, i.e., using track-changes) on Administrative Draft within 30 days of receipt to be incorporated into the Draft for the AMT. A single review and revision cycle will be conducted to produce the Administrative Draft.
4. AMT will provide single set of comments (preferably in electronic format, i.e., using track-changes) on Draft combined report. A single review and revision cycle will be conducted to produce the final MMRs.

Task 7A - Adaptive Management Team (AMT) Meetings for WYs 2020 and 2021

The Consultant and/or its subconsultant will provide professional facilitation services for the annual WY 2020 and WY 2021 AMT meetings including running the meetings, and recording meeting minutes and outcomes. The Consultant's professional facilitator, Project Manager and/or senior ecologists will attend the annual AMT meetings. The meetings may be 1 or 2 days; it is usually held the first week of May. The meetings typically include a field visit before the office-based meeting. The District will secure vehicle transportation for the field portion of the meeting and a suitable meeting location. The office portion of the meetings is usually held at the District's main campus at 5750 Almaden Expressway, San Jose, California. For this task, the Consultant and/or its subconsultant, will:

- Prepare draft and final agenda for the annual WY 2020 and WY 2021 AMT meetings.
- Provide a draft response to AMT comments submitted prior to the annual AMT meeting.
- Participate in a preparation annual AMT meeting with the District and possibly Corps.
- Attend the field and office portions of the annual AMT meeting; the Consultant must be prepared to lead formal presentations of monitoring methods and results and answer AMT questions.
- Provide professional facilitation services for the annual WY 2020 and WY 2021 AMT meetings, including recording meeting minutes and outcomes.

**AMENDMENT NO. 1 TO AGREEMENT A4150A
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ADDITIONAL SCOPE OF SERVICES**

- Prepare draft and final meeting notes and/or a key outcomes memorandum.

Task 7A - Deliverables

1. Draft meeting agenda one month in advance of the annual WY 2020 and WY 2021 AMT meetings
2. Draft responses to AMT comments prior to each annual AMT meeting
3. Final meeting agenda within one week of receiving District comments on the draft agenda and response to AMT comments
4. Draft meeting notes within one week of the last day of each annual AMT meeting
5. Final meeting notes and/or key outcomes memorandum within one week of receiving District comments on the draft

Task 7A - Assumptions

1. Final meeting minutes will incorporate AMT participant's comments that are reflective of discussion during the meeting to the extent practical.
2. Consultant will prepare the 60-Day Memorandum for Appendix N of the final MMRs under this task budget.
3. District will provide electronic comments on the draft meeting agendas and minutes within one week of receipt in a single MS Word document.
4. Up to two technical leads and one notetaker will attend the annual AMT meeting in San Jose.

Optional Tasks

The District may require, and the Consultant shall perform, optional tasks 8A and 14A on an as-needed basis. The need for optional tasks 8A and 14A in WY 2020 and/or WY 2021 is currently uncertain since they depend on AMT decisions at annual meetings that occur in May. Some or all of the optional tasks may ultimately be revised or unnecessary in WY 2020 and/or WY 2021.

Task 8A - Additional Vegetation Monitoring During WY 2020 and WY 2021

Following procedures outlined in the UGRP MMP, Consultant will conduct the third and last year of short-term vegetation monitoring at UGRP Reaches 10B and 12 riparian mitigation monitoring plots that are in monitoring year (MY) 3 in WY 2020. No short-term vegetation monitoring will be conducted in WY 2021.

In addition to short-term monitoring, Consultant will perform long-term vegetation monitoring and data analysis as shown in Table 3A, should the AMT approve the WY 2019 recommendation by the District to simplify vegetation monitoring throughout Projects and reaches. Qualitative assessment forms will be completed for all planting areas.

This task includes all field preparation, field work, data entry, GIS data processing, data analysis, and preparation of the associated sections of the Administrative Review Draft MMR.

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Table 3A. Long-term vegetation indicators that may be required to be monitored in WY 2020 and WY 2021

| Indicator - Location | Assumed Level of Effort |
|--|--|
| WY 2020 | |
| Riparian Native/Nonnative Cover - Downtown Project (assumes four transects/day) | 2 additional days |
| Tree height and Tree Basal Area – Downtown Project including riparian reference plots (assumes four plots/day) | 7 days |
| Overall WY 2020 | 7 additional days |
| WY 2021 | |
| Riparian Native/Nonnative Cover and both Riparian and SRA Cover Natural Recruitment – UGRP | 1 additional day (3 total days for UGRP Reaches 6 [1 plot/native, nonnative, and natural recruitment], 10B [6 plots/native, nonnative, and natural recruitment] and 12 [3 plots/native, nonnative, and natural recruitment]) |
| Overall WY 2021 | 1 additional day |

Task 8A - Deliverables

1. PDF of scanned field data sheets
2. Excel file of entered and checked field data and data analysis results
3. Associated sections of the Administrative Review Draft MMRs (see Task 6)

Task 8A - Assumptions

1. District will provide original planting data to facilitate field data collection.
Every field day assumes a single crew of three people—field crew size is based upon past coordination with Valley Water, and experience with addressing safety concerns, particularly in Downtown Project reaches.

Task 14A. Adaptive Management Team (AMT) Specific Action Items and Other Services for WYs 2020 and 2021 (Optional)

Consultant shall provide optional services at District direction that may include, but not be limited to, assistance with AMT tasks such as: specialized field studies that are within the context of this contract, assisting with implementation of AMT recommendations, participation in additional meetings, reprographic services, and additional tasks within the context of this contract as requested by the District Project Manager. Consultant assumes approximately 145 hours of staff time per WY.

Task 14A – Deliverables

To Be Determined

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Task 14A - Assumptions

1. Requests under this task would be made with sufficient time to mobilize and meet District's needs.

7. **Attachments.** The following listed Attachments are incorporated herein by this reference as though set forth in full:
Attachment One to Schedule S-GEN – Additional Fees and Payments
Attachment Two to Schedule S-GEN – Extended Schedule of Completion
Attachment Three to Schedule S-GEN – Consultant's Key Staff and Subconsultants (REVISED)
Attachment Four to Schedule S-GEN – Reference Materials (REVISED)

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**AMENDMENT NO. 1 TO AGREEMENT A4150A
SCHEDULE S-GEN
ATTACHMENT ONE
ADDITIONAL FEES AND PAYMENTS**

1. Total Authorized Funding

Total payment for Services performed under Agreement and this Amendment No. 1, as described in the Schedule(s) will not exceed a total NTE amount of **\$1,291,570**. Under no conditions will the total compensation to the Consultant exceed this not-to-exceed amount without prior written approval in the form of an amendment to the Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Additional Cost Breakdown

The Note-to-Exceed (NTE) compensation for the additional tasks listed in this Amendment No. 1 as 1A, 2A, 3A, 6A, 7A, 8A, and 14A authorized under this Amendment is listed in the following table, in the WY 2020–2021 column. No services will be performed or fees paid by the District to the Consultant for Optional Services without prior written authorization by the District as stated in Schedule S-GEN, Additional Scope of Services.

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**AMENDMENT NO. 1 TO AGREEMENT A4150A
SCHEDULE S-GEN
ATTACHMENT ONE
ADDITIONAL FEES AND PAYMENTS**

ORIGINAL AGREEMENT, AMENDMENT No. 1, AND TOTAL TASK COSTS

| Task | Description | NTE Fees Water Years 2018 and 2019 | NTE Additional Fees Water Years 2020 and 2021 | Total NTE Fees Water Years 2018, 2019, 2020, and 2021 |
|---------------------------------|---|---|--|--|
| 1 and 1A | Project Management | \$24,588.00 | \$32,000.00 | \$56,588.00 |
| 2 and 2A | Long-term Vegetation Monitoring | \$84,956.00 | \$183,800.00 | \$268,756.00 |
| 3 and 3A | Channel Morphology – Undercut Banks | \$26,394.00 | \$41,550.00 | \$67,944.00 |
| 4 | Water Temperature Data Analysis | \$13,314.00 | - | \$13,314.00 |
| 5 | Anadromous Fish Occurrence - Juvenile Rearing Monitoring | \$65,228.00 | - | \$65,228.00 |
| 6 and 6A | Mitigation Monitoring Report (MMR) | \$73,502.00 | \$93,800.00 | \$167,302.00 |
| 7 and 7A | Adaptive Management Team (AMT) Meeting | \$38,980.00 | \$49,600.00 | \$88,580.00 |
| 8 and 8A | Additional Vegetation Monitoring (Optional) | \$35,894.00 | \$59,550.00 | \$95,444.00 |
| 9 | Channel Morphology - Channel Bottom Stability/Riffle Crest Survey (Optional) | \$33,180.00 | - | \$33,180.00 |
| 10 | Anadromous Fish Spawning Habitat - Gravel Quality Monitoring (Optional) | \$29,408.00 | - | \$29,408.00 |
| 11 | Anadromous Fish Rearing Habitat – Suitable Habitat Mapping for WY 2019 (Optional) | \$25,458.00 | - | \$25,458.00 |
| 12 | Anadromous Fish Occurrence – Adult Migration and Spawning Monitoring (Optional) | \$65,760.00 | - | \$65,760.00 |
| 13 | Weir Passage Assessment (Optional) | \$58,832.00 | - | \$58,832.00 |
| 14 and 14A | AMT Specific Action Items and Other Services (Optional) | \$56,212.00 | \$48,200.00 | \$104,412.00 |
| | Expenses | \$106,944.00 | \$44,420.00 | \$151,364.00 |
| Total Not-to-Exceed Fees | | \$738,648.00 | \$552,920.00 | \$1,291,570.00 |

**AMENDMENT NO. 1 TO AGREEMENT A4150A
SCHEDULE S-GEN
ATTACHMENT ONE
ADDITIONAL FEES AND PAYMENTS**

3. Terms and Conditions (REVISED)

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

- A.** The District will pay for WY 2020 and WY 2021 Services provided by the Consultant at no more than the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- B.** The stated hourly and unit rates are effective for the term of this Agreement and Amendment No. 1 unless otherwise revised as indicated. After twenty-four (24) months from the Effective Date of this Agreement, and each 12 months thereafter, these hourly and unit rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly and unit rates ninety (90) calendar days prior to the Effective Date of this Agreement. Both Parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.5% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Water Supply Division Deputy Operating Officer.
- C.** 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 the District's 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.

Any equipment purchased on behalf of the District that cost \$50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and submitted to District prior expiration of this Agreement.

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**AMENDMENT NO. 1 TO AGREEMENT A4150A
SCHEDULE S-GEN
ATTACHMENT ONE
ADDITIONAL FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE (REVISED)

| CLASSIFICATION/STAFF | CURRENT RATES | RATES EFFECTIVE JUNE 30, 2020¹ |
|--------------------------------|--------------------------|--|
| Consultant: | | |
| Scientist/Administrator (S/A)1 | \$64 | \$66 |
| S/A2 | \$69 | \$71 |
| S/A3 | \$75 | \$77 |
| Scientist/Engineer (S/E)4 | \$84 | \$86 |
| S/E5 | \$92 | \$94 |
| S/E6 | \$98 | \$100 |
| S/E7 | \$105 | \$108 |
| S/E8 | \$111 | \$114 |
| S/E9 | \$118 | \$121 |
| S/E10 | \$125 | \$128 |
| S/E11 | \$133 | \$136 |
| S/E12 | \$141 | \$145 |
| S/E13 | \$151 | \$155 |
| S/E14 | \$165 | \$169 |
| S/E15 | \$175 | \$179 |
| S/E16 | \$196 | \$201 |
| S/E17 | \$210 | \$215 |
| S/E18 | \$230 | \$236 |
| S/E19 | \$252 | \$258 |
| S/E20 | \$260 | \$267 |

Note: ¹-Consultant to apply current rates under this Amendment No. 1. Rates listed to be effective 6/30/2020 will apply, as needed, upon written request by Consultant and approval by the District Project Manager.

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**AMENDMENT NO. 1 TO AGREEMENT A4150A
SCHEDULE S-GEN
ATTACHMENT TWO
EXTENDED SCHEDULE OF COMPLETION**

1. This Amendment No. 1 commences on the Effective Date, subject to accomplishment of all of the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement and Amendment No. 1 expires on June 30, 2022, with option to renew for up to twelve (12) additional months, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
3. District's Project Manager 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.

TASK SCHEDULE FOR WYs 2020 AND 2021

| Task | Description | Schedule of Completion for Water Years 2020 and 2021Tasks |
|-------------|--|--|
| 1a | Project Management | June 30, 2022 |
| 2a | Long-term Vegetation Monitoring | February 1, 2022 |
| 3a | Channel Morphology – Undercut Bank Monitoring | February 1, 2022 |
| 6a | Mitigation Monitoring Report (MMR) | June 30, 2022 |
| 7a | Adaptive Management Team (AMT) Meeting | June 30, 2022 |
| 8a | Additional Vegetation Monitoring | February 1, 2022 |
| 14a | AMT Specific Action Items and Other Services (Optional) | June 30, 2022 |

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**AMENDMENT NO. 1 TO AGREEMENT A4150A
SCHEDULE S-GEN
REVISED ATTACHMENT THREE
CONSULTANTS KEY STAFF AND SUBCONSULTANTS**

1. Consultant's key staff assigned to the Project are as follows: **(REVISED)**

| Team Member | Project Role | Contact Information |
|--------------------|--------------------------|--|
| Megan Keever | Project Manager | 2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705 megan@stillwatersci.com 510-848-8098 x 112 (o) 510-848-5663 (c) |
| Ethan Bell | Lead Fisheries Biologist | 2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705 ethan@stillwatersci.com 805-570-7499 x 501 (o) 707-407-6862 (c) |
| Ian Pryor | Lead Geomorphologist | 2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705 ian@stillwatersci.com 707-822-9607 x 232 (o) 707-599-0659 (c) |
| Chris Lyle | Lead Engineer | 2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705 clyle@stillwatersci.com 510-848-8098 x 155 (o) |

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

| Firm | Project Role | Contact Information |
|---------------|----------------------|--|
| Kearns & West | Meeting Facilitation | 233 Sansome Street, Suite 400 San Francisco, CA 94104 Contact: Kelsey Rugani 415-391-7900 (o) 209-401-5920 (c) krugani@kearnswest.com |

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**AMENDMENT NO. 1 TO AGREEMENT A4150A
SCHEDULE S-GEN
REVISED ATTACHMENT FOUR
REFERENCE MATERIALS**

| Ref No. | Description |
|----------------|--|
| 1 | Quality and Environmental Management System (QEMS) Fact-Sheet. |
| 2 | Santa Clara Valley Water District Non-Disclosure Agreement (NDA) |
| 3 | Personal NDA (PNDA) |
| 4 | GIS Product Standards July 2017 version (REVISED) |
| 5 | Vegetation Monitoring Methods |
| 6 | Riffle Crest Survey Methods |
| 7 | Gravel Quality Monitoring Flow Thresholds |
| 8 | Gravel Quality Monitoring Methods |
| 9 | Suitable Habitat Mapping Methods |

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