

**SUPPLEMENTAL AGREEMENT
1996-0029-20**

**City-County Office of Metropolitan
Water Planning (8810)**

Date: July 1, 2006

The City of Sacramento ("City") and HDR/Surface Water Resources, Inc., ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number 1996-0029 including any and all prior Supplemental Agreements modifying said Agreement (said Agreement and Supplemental Agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:
The scope of services is modified to include all services described in the Scope of Additional Services set forth in Attachment No. 1 attached hereto and incorporated herein by this reference.
2. In consideration of the additional services described in Section 1 above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Consultant's fees and expenses, is **increased** by Three-Hundred Sixty-Thousand Dollars (\$360,000), and said maximum not-to-exceed amount is amended as follows -

Original amount of City Manager Agreement No. 1996-0029:	\$ 70,730.62
Total of prior supplemental agreements:	2,921,849.00
Not-to-exceed amount prior to this supplemental agreement:	2,992,579.62
Increase by this supplemental agreement:	<u>360,000.00</u>
New not-to exceed amount including all supplemental agreements:	\$3,352,579.62

3. The hourly fees specified in Exhibit B of the Agreement shall be amended as follows:
Time shall be reimbursed as provided in the 2006 Schedule of Charges from HDR/Surface Water Resources, Inc., set forth in Attachment No. 2 attached hereto and incorporated herein by this reference.
4. Consultant agrees that the amount of increase in the not-to-exceed amount specified in Section 2 above shall constitute full compensation for the additional services specified in Section 1 above and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with such additional services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.
5. Consultant warrants and represents that the person or persons executing this Supplemental Agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this Supplemental Agreement and bind Consultant to the terms hereof.
6. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect and Consultant shall perform all services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this Supplemental Agreement.

**CITY OF SACRAMENTO
A Municipal Corporation**

Consultant

By: Martin Hansen
Martin Hansen
Print Name / Title

By: George W. Link
George W. Link Vice President
Print Name / Title
47-0680568
(Federal Tax ID Number)

For: Ray Kerridge, City Manager

APPROVED AS TO FORM:

ATTEST:

City Clerk

Joe M.
Deputy City Attorney

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**ATTACHMENT 1
HDR/SURFACE WATER RESOURCES, INC.
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SCOPE OF ADDITIONAL SERVICES

- Participate in FMS negotiation meetings - HDR/SWRI designated representative(s) will prepare for, and attend: (1) FMS Technical Team meetings and other resource agencies meetings; (2) FMS Working Group meetings and other stakeholder meetings; and (3) project team strategic meetings to provide presentations, technical input and critique, and share relevant information. The number of FMS negotiation meetings that HDR/SWRI representative(s) will be able to participate is contingent upon the overall budget allocated to this task.
- Continue FMS Monitoring and Evaluation Program negotiations- HDR/SWRI designated representative(s) will prepare for, and attend FMS Monitoring and Evaluation Program negotiation meetings to provide presentations, supporting materials, technical input and critique, and share relevant information. The number of meetings HDR/SWRI representative(s) will be able to participate is contingent upon the overall budget allocated to this task.
- Assist in the development of implementation criteria for the FMS Required Flows – Assist in the development of the implementation criteria for each of the components of the FMS Required Flows, including: (1) Spawning Required Flows based on the Four Reservoir Index; (2) October Required Flows based on water temperature control; (3) Chinook salmon spawning flow progression; (4) Winter Required Flow reductions based on the Sacramento River Index; (5) Winter Required Flow reductions based on end-of-month storage; (6) March through May Required Flows; (7) Summer Required Flows based on the Impaired Nimbus Inflow index; (8) Summer Required Flows defined exceptions based on target end-of-September storage; (9) Late-summer Required Flows based on water conservation and/or fish protection adjustments; (10) conference years; and (11) off-ramp years. Development of these criteria would involve an interactive process between the resource agencies and the Water Forum project team, in which proposed criteria would be carefully examined to determine its applicability, feasibility and desirability.
- Prepare FMS water supply, flood control and reallocation analysis for the Water Forum stakeholders- HDR/SWRI will provide an analysis of potential effects on water supply and flood control associated with implementation of the FMS. In addition, HDR/SWRI will prepare a water reallocation analysis associated with the Water Forum Dry Year Demand Reductions and Replacement Water.
- Support ESA consultation on the FMS- HDR/SWRI will provide supporting documentation to assist in the FMS/ESA Section 7 Consultation. This task includes the development of materials to obtain multi-agency agreement on the strategic approach necessary to incorporate the FMS into the Operations Criteria and Plan (OCAP). In addition, modeling iterations will be conducted to compare the range of effects between the current OCAP study with the FMS replacing the assumed requirements for the lower American River. A fisheries evaluation by species (i.e., steelhead, fall-run Chinook salmon and spring-run Chinook salmon) and life stages in the lower American River will be conducted. Also, Delta effects will be evaluated by examining X2 movement, Export-to-Inflow Ratio, Delta Outflow and Fish Salvage
- Assist in the initial stages of the SWRCB process necessary to amend Reclamation's water rights to implement the FMS- HDR/SWRI will provide technical assistance in the necessary documentation to initiate the SWRCB process necessary to amend Reclamation's water rights to implement the FMS. This task will include the development of materials identified during the SWRCB process for the 2007 Fiscal Year as constrained by the overall budget allocated to this task.

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- Conduct internal project management- Ad hoc meetings will be conducted when necessary to assign and schedule project tasks and ensure internal communication and coordination within the HDR/SWRI team to maximize cost-efficiency in the performance of project related tasks. This task also includes project management activities that are necessary to ensure: (1) quality is built into the work processes; and (2) effective communication with the internal project team, client and other parties involved.
- Please note that the estimated cost associated with each task and subtask reflects our recent experience working with the Water Forum. In addition, while working in the scope and estimated overall budget, we reserve the right to transfer allocated costs and associated efforts among individual tasks.

**Proposed Activities / Estimated Budget*
For Activities From July 1, 2006 through June 30, 2007**

Activity		Estimated cost (Dollars)
1.0	Participate in FMS Negotiation Meetings	\$100,000
2.0	Continue FMS Monitoring and Evaluation Program Negotiations	30,000
3.0	Assist in the Development of the Implementation Criteria for the FMS Required Flows	40,000
4.0	Prepare FMS Water Supply, Flood Control and Reallocation Analysis	20,000
5.0	Support ESA consultation on the FMS-	132,000
6.0	Assist in Initial Stages of SWRCB Process	25,000
7.0	Conduct Internal Project Management	<u>13,000</u>
Total Cost		\$360,000

* Budget estimates are for planning purposes only. Estimates are subject to change as tasks are further defined by project team.

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**ATTACHMENT 2
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2006 SCHEDULE OF CHARGES FOR WATER FORUM FLOW MANAGEMENT STANDARD

<u>Professional</u>	<u>Rate/Hour</u>
Principal Analyst - Dave R. Schuster	\$175.00
Principal Engineer - George "Buzz" Link - William Smith	\$175.00 \$170.00
Principal Scientist - Paul M. Bratovich - David Olson	\$175.00 \$170.00
Senior Engineer/Scientist/Planner - Patti Idlof - Jose Perez-Comas - John Faux - Phil Leapley - Carin Loy - Dianne Simodynes	\$145.00 \$145.00 \$135.00 \$135.00 \$135.00 \$135.00
Associate Engineer/Scientist/Planner - Meryka Atherstone - John Cornell - Brian Ellrott - Jim Hornback - Janice Piñero - Adrian Pitts - Ben Ransom - Amanda O'Connell	\$120.00 \$120.00 \$120.00 \$120.00 \$120.00 \$120.00 \$120.00 \$120.00
Engineer/Scientist/Planner - Samantha Hadden	\$115.00
GIS Technician/CAD Operator/Graphics - Becky Fredlund	\$105.00
Administrative/Word Processing/Interns - Carol Brown - Linda Standlee - Debra Hoek - RoseMary Madsen - Christina Ware	\$ 75.00 \$ 75.00 \$ 65.00 \$ 65.00 \$ 65.00

Up to ten percent (10%) of subcontractor payments will be added to cover administration costs. A one hundred percent (100%) increase to hourly billing rates will be added for depositions, trials, and hearings.

Invoice and Payment - Invoices will be issued on a monthly basis. Payment is due upon receipt. Interest of one and one-half percent (1-1/2%) per month will be applied to the outstanding balance for accounts not paid within ninety (90) days from the billing date.