



CONTRACT NO. 22-002-TES  
BETWEEN THE  
EDWARDS AQUIFER AUTHORITY  
AND  
ICF JONES & STOKES, INC.  
FOR TECHNICAL SERVICES FOR U.S. FISH AND WILDLIFE SERVICE INCIDENTAL  
TAKE PERMIT RENEWAL

This Contract is made and entered into by and between the EDWARDS AQUIFER AUTHORITY (EAA), a political subdivision of the State of Texas, with its principal place of business located at 900 E. Quincy Street, San Antonio, Texas 78215, and ICF Jones & Stokes, Inc. (Contractor), a professional environmental consulting firm with its principal place of business located at 980 9<sup>th</sup> Street, Suite 1200, Sacramento, California 95814. Each of these entities is, at times, referred to in this Contract individually as a "Party," and both are referred to collectively as "Parties."

RECITALS

WHEREAS, the EAA was created by the Edwards Aquifer Authority Act, Act of May 30, 1993, 73<sup>rd</sup> Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350, as amended (Act); and

WHEREAS, under Section 1.02 of the Act, the EAA is a conservation and reclamation district created by virtue of Article XVI, Section 59, Texas Constitution, and is a governmental agency and body politic and corporate vested with the full authority to exercise the powers and to perform the functions specified in the Act, and other applicable law; and

WHEREAS, under Section 1.08(a) of the Act, the EAA has all the powers, rights and privileges necessary to manage, conserve, preserve, and protect the Edwards Aquifer (Aquifer) and to increase the recharge of, and prevent the waste or pollution of water in, the Aquifer; and

WHEREAS, under Section 1.11(d)(2) of the Act, the EAA may enter into contracts; and

WHEREAS, the EAA Board of Directors (Board) approved this Contract on April 12, 2022, and authorized the EAA General Manager to execute the Contract; and

WHEREAS, the Contractor will provide technical services to assist the Edwards Aquifer in the Incidental Take Permit (ITP) renewal process, issued by the United States Fish and Wildlife Service (USFWS or Service) for the Edwards Aquifer Habitat Conservation Plan (HCP); and

WHEREAS, it is in the public interest that the EAA enter into this Contract.

## AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Contract, the sufficiency of which is hereby acknowledged, the EAA and the Contractor agree as follows:

### ARTICLE I – TERM; DESCRIPTION OF WORK

Section 1.1. Term. This Contract is effective and commences on April 15, 2022 (Effective Date) and terminates on March 31, 2028 (Expiration Date).

Section 1.2. Services. Subject to the terms and conditions of this Contract, the EAA engages the Contractor to perform, for the benefit of the EAA, the work set forth and described in this Contract and in the following documents (Services): (1) the Scope of Work which is attached hereto as Exhibit A; (2) the Task Budget which is attached hereto as Exhibit B ; (3) the Labor Categories, Rates & Personnel Chart which is attached hereto as Exhibit C; (4) the Contractor Timeline which is attached hereto as Exhibit D; and (5) the Subcontractor Utilization Report which is attached hereto as Exhibit E. The Contractor accepts such engagement and agrees to devote its best efforts and abilities, and furnish all necessary labor, machinery, equipment, tools, and transportation necessary in furtherance thereof.

Section 1.3. Commencement and Completion of Services. The Contractor will commence performing the Services immediately upon the date of receipt of the written notice to proceed issued by the EAA's General Manager. All Services will be completed and delivered to the EAA by the Expiration Date and shall be completed in compliance with the schedules, budgets, descriptions and specifications contained herein and in the Exhibits attached hereto. It shall be the Contractor's responsibility to ensure that the completion times for the Services are met. Time is of the essence in the performance of this Contract. Contractor is not liable for any delay in performance or non-performance caused by a force majeure event, or anything else beyond Contractor's reasonable control.

### ARTICLE II – AMENDMENTS

Section 2.1. This Contract may be amended only by written agreement of the Parties.

Section 2.2. Amendments by the General Manager. The Board delegates the authority to the General Manager to enter into amendments to this Contract without further authorization by the Board consistent with the General Manager's authority to enter into contracts under Section 4.01 of the EAA's Bylaws.

### ARTICLE III – COMPENSATION

Section 3.1. Fees and Expenses. The EAA agrees to pay the Contractor for the Services rendered in accordance with the Scope of Work, Task Budget, Labor Categories, Rates & Personnel Chart, and Contractor Timeline, but in no event shall payments to the Contractor exceed \$2,827,381.55. The Contractor may not exceed this amount and will be responsible for the

payment of all of its other additional costs and expenses. The Contractor is not authorized to expend any additional funds in excess of this amount without the prior written approval from the EAA. The EAA will not be held accountable for any unauthorized work performed or funds expended by the Contractor in providing the Services.

Section 3.2. Payment. All “invoice packets” from the Contractor to the EAA for the Services for each previous month’s activities shall be sent no later than the 15<sup>th</sup> day of each month beginning May 15, 2022, and shall provide an itemization of the Services rendered, costs and expenses incurred during the billing cycle. Documentation in the invoice packet must be sufficiently itemized and detailed and include invoices and/or receipts for all purchases and expenses (summary credit card charge receipts are not acceptable) to allow the EAA to clearly discern purchases made. Purchases and expenses documented with lost receipt forms are not eligible for reimbursement. Receipts without purchase details or which are not legible are not acceptable at any time. Alcohol purchases will NOT be reimbursed under any circumstances. Mileage will be reimbursed at the current IRS approved rate, if submitted. Each invoice packet shall contain, at a minimum a progress report containing: (1) a description of the work completed in each task in the Scope of Work during the billing cycle, (2) a monthly update of the work schedule as it relates to achievement of the deliverables, (3) an estimate of the percent completion of each task in the Scope of Work, and (4) a discussion of any issues or problems that may result in a change in the deliverable due date; and a certified invoice summary sheet. The monthly invoice packet will be submitted electronically in Adobe Acrobat (pdf) format via email to the Damon Childs, HCP Contract Administrator at [dchilds@edwardsaquifer.org](mailto:dchilds@edwardsaquifer.org) and [accounting@edwardsaquifer.org](mailto:accounting@edwardsaquifer.org). If the Contractor utilizes subcontractors (see Article V), the Contractor shall submit a Subcontractor Utilization Report with each invoice submitted to the EAA for payment. The terms of each invoice shall be net thirty (30) days upon EAA receipt and approval of that invoice.

#### ARTICLE IV – INDEPENDENT CONTRACTOR

Section 4.1. No Employment Relationship. The Parties understand and agree that this Contract does not create a fiduciary relationship between them, that they are separate entities, that the Contractor is an independent contractor with respect to the performance of the Services and is not subject to the direct or continuous control or supervision of the EAA, and that nothing in this Contract is intended to make either Party a subsidiary, joint venturer, partner, employee, agent, servant or representative of the other Party for any purpose whatsoever. The Contractor shall provide any and all equipment, materials and personnel necessary for the performance of the Services. The EAA shall have no right of direction or control of the Contractor, or its employees, agents, or subcontractors, except in the results to be obtained, and in a general right to order the performance of the Services to start or stop as agreed to herein, to inspect the progress of the Services, and to receive reports. The Contractor shall accommodate reasonable requests from the EAA to allow EAA employees, agents or representatives to accompany and observe Contractor personnel, agents, and subcontractors in carrying out the Services.

## ARTICLE V – CONTRACTOR PERSONNEL AND SUBCONTRACTORS

Section 5.1. Personnel. The Contractor will provide any and all personnel necessary for its performance of the Services. The Contractor will be responsible for its employees and agents in all respects, including, without limitation, their compliance with applicable laws and their safety, including without limitation, all Occupational Safety and Health Administration (OSHA) standards, requirements, and regulations. The Contractor indemnifies and holds harmless the EAA, and its directors, officers, employees, and agents, from and against any claims brought by any employee, subcontractor or other agent of the Contractor relating in any way to the Services.

Section 5.2. Subcontractors. In performing the Services, the Contractor may retain and utilize as its subcontractors, those individuals identified to and approved in writing by the EAA. The EAA, in consultation with the Contractor, shall have the right to terminate, limit, or alter, at any time, the participation of any approved subcontractor utilized by the Contractor. No additional subcontractors may be retained by the Contractor to perform any Services without the prior written consent of the EAA. The Contractor will be responsible for its subcontractors in all respects including their compliance with applicable laws and their safety, including without limitation, all OSHA standards, requirements, and regulations.

### APPROVED SUBCONTRACTOR(S)

Subcontracting services may be provided by:

- Blanton & Associates, Inc.
- INTERA Inc.
- Southwest Research Institute
- TXP, Inc
- BIO-WEST
- Cambrian Environmental
- Jim Winterle
- WestWater Research

## ARTICLE VI – TERMINATION

Section 6.1. Termination. The EAA may terminate this Contract at any time, including at the expiration of each budget or payment period during the term of this Contract, with or without cause, upon ten (10) days' prior written notice to the Contractor. Upon receipt of such termination notice, the Contractor shall immediately stop all work in progress, including all work performed by its employees, agents, or subcontractors. Insofar as possible, all work in progress will be brought to a logical termination point. Within thirty (30) days of the final invoice following termination, the EAA shall pay the Contractor all moneys then due and owing for the Services rendered, costs and expenses reasonably incurred up to the time of termination.

## ARTICLE VII – OWNERSHIP OF MATERIALS

Section 7.1. Ownership. All information, documents, property, or materials first produced, created, or supplied under this Contract by the Contractor, its employees, agents, or subcontractors or anyone else, and whether finished or unfinished or in draft or final form, will be the property of



the EAA. The EAA shall have unlimited rights to technical and other data resulting directly from the performance of the Services. Contractor shall maintain ownership of its pre-existing property, and subject to payment in full, Contractor grants to EAA a non-exclusive, non-transferable, perpetual license to use Contractor's pre-existing materials for the purpose of this Agreement only.

Section 7.2. Delivery of Documents upon Termination. Upon expiration or termination of this Contract under Sections 1.1 or 6.1, the Contractor will promptly deliver to the EAA all information, documents, property and materials not already in the possession of the EAA.

Section 7.3. Nondisclosure of Documents. The information, documents, property, or materials produced, created or supplied under this Contract by the Contractor, including preliminary technical reports and studies, shall not be disclosed by the Contractor to any third-party without the prior written consent of the EAA. The Contractor shall immediately advise the EAA of any requests for any such information, document, property, or materials by a third-party. The unauthorized disclosure of such information, documents, property, or materials in violation of this section shall, in the sole judgment of the EAA, constitute a breach of this Contract and shall be subject to all applicable remedies at law or equity. Neither party shall be liable for disclosure or use of information which: (1) was known by the receiving party at the time of disclosure due to circumstances unrelated to this Agreement; (2) is generally available to the public without breach of this Agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Section 7.4. Record Copies. The Contractor shall retain a record copy of all information, documents, property, or materials developed in the course of performing the Services. Upon request of the EAA, such information, documents, property, or materials will be promptly supplied to the EAA, including after the Expiration Date or the termination of this Contract under Section 6.1. The EAA will reimburse the Contractor for actual cost of time and expenses of reproduction of such materials when requested.

#### ARTICLE VIII – NON-PERFORMANCE

Section 8.1. The Contractor warrants that it will perform all Services in a good and workmanlike manner, strictly in accordance with the standards of the Contractor's profession, the Scope of Work, and as otherwise provided in this Contract and the Exhibits hereto. The Contractor's failure to timely perform the Services as warranted and agreed shall constitute a breach of this Contract and shall be subject to all applicable remedies at law or equity. Judgment of nonperformance shall rest solely with the EAA.

#### ARTICLE IX – LIQUIDATED DAMAGES

*THIS ARTICLE LEFT BLANK*

#### ARTICLE X – BOND COVERAGE

*THIS ARTICLE LEFT BLANK*

## ARTICLE XI – INSURANCE

Section 11.1. Insurance Coverages. During the term of this Contract, the Contractor shall obtain and maintain in effect, at Contractor's expense, insurance policies protecting the Contractor and the EAA, and their respective directors, officers, employees, and agents, against liability, personal injury, death, property damage arising out of the performance of the Services, including: (1) worker's compensation insurance in compliance with applicable state law; (2) general liability insurance, insuring against property damage, personal injury and death, in an amount of no less than \$1,000,000.00 per occurrence; (3) automobile liability insurance in an amount no less than \$1,000,000.00; (4) umbrella liability insurance in an amount of no less than \$1,000,000.00. Said insurance policies shall be with insurance carriers licensed to do business in Texas. The Contractor shall be responsible for requiring that its subcontractors carry and maintain adequate insurance coverage and shall promptly provide written evidence of such to the EAA.

Section 11.2. Additional Insureds. The Contractor shall include the EAA and its directors, officers, employees, and agents as "additional insureds" on the General Liability and Automobile Liability insurance policies specified in Subsection 11.1 above, or with respect to the worker's compensation insurance, contain waivers of subrogation by the insurance carrier in favor of the EAA. Not later than the date of receipt of the written notice to proceed under Section 1.3, the Contractor must provide the EAA with Insurance Industry standard ACORD form certificates of insurance to be issued directly to the EAA by the Contractor's insurance broker, identifying the specified coverage. The Contractor, through its broker of record, shall notify the EAA of any changes in coverages within thirty (30) days prior to any effective date of change via an updated Certificate of Insurance. Renewal Certificates will be issued within 5 business days of expiration.

Section 11.3. No limitations. Contractor's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by the EAA, nor shall Contractor's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 12.2.

## ARTICLE XII – ASSUMPTION OF RISK AND INDEMNIFICATION

Section 12.1. Risk. The Contractor shall assume all risks associated with the Contractor's or its subcontractor's performance under this Contract and shall waive any claim against the EAA and its directors, officers, employees, and agents for damages arising out of the Contractor's or Subcontractor's performance of the Services.

Section 12.2. Indemnification. The Contractor shall defend, indemnify and hold harmless the EAA, and its directors, officers, employees, and agents from any and all damages, loss, or liability of any kind whatsoever, including the reasonable costs and attorney's fees of litigation or any other proceeding arising from: (a) contracts or any other arrangements between the Contractor and any third parties entered into to perform the Services, (b) any third party claims brought by any person relating to this Contract or the Services, or (c) intellectual property infringement. Contractor's liability shall not exceed the greater of the amount payable to Contractor hereunder or any amount recoverable under the applicable insurance coverage specified in this Agreement.

Section 12.3. Limitation of Liability. In no event shall either party be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under this Agreement, even if advised of the possibility of such damages.

#### ARTICLE XIII – NOTICES

Section 13.1. Notices to the EAA. All notices or communications under this Contract to be mailed or delivered to the EAA shall be in writing and shall be sent to the EAA's principal place of business as follows, unless and until the Contractor is otherwise notified:

EDWARDS AQUIFER AUTHORITY  
ATTENTION: Shelly Hendrix, Controller/Director of Finance  
900 E. Quincy Street  
San Antonio, Texas 78215

Section 13.2. Notices to the Contractor. All notices or communications under this Contract to be mailed or delivered to the Contractor shall be in writing and shall be sent to the address of the Contractor as follows, unless and until the EAA is otherwise notified:

ICF JONES & STOKES, INC.  
ATTENTION: Jodi Young, Contracts Manager  
980 9<sup>th</sup> Street, Suite 1200  
Sacramento, California 95814

Section 13.3. Effective Date of Notice. Any notices or communications required to be given in writing by one Party to the other shall be considered as having been given to the addressee on the date the notice of communication is posted by the sending Party.

#### ARTICLE XIV – MISCELLANEOUS

Section 14.1. Entire Agreement. This Contract and the attached Exhibits constitute the entire agreement between the Parties regarding the Services to be performed by the Contractor and there are no representations, warranties, agreements or commitments between the Parties except as set forth herein. Unless otherwise authorized herein, no amendments or additions to this Contract shall be binding on the Parties unless in writing and signed by the Parties.

Section 14.2. Non-Waiver. No delay or failure by either Party to exercise any right under this Contract, nor any partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Section 14.3. Headings. Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.

Section 14.4. Governing Law. This Contract shall be deemed to have been executed and performed in the State of Texas and shall be construed in accordance with and governed by the

laws of the State of Texas. Venue for any disputes or claims arising from this Contract shall be exclusively in the proper courts in Bexar County, Texas.

Section 14.5. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 14.6. Binding Effect. The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that the Contractor may not assign any of its rights nor delegate any of its duties hereunder without the EAA's prior written consent.

Section 14.7. Validity. The invalidity of any provision or provisions of this Contract shall not affect any other provision of this Contract, which shall remain in full force and effect, nor shall the invalidity of a portion of any provision of this Contract affect the balance of such provision.

Section 14.8. Non-Waiver of Immunity. Nothing in this Contract is intended as any waiver by the EAA of any immunity from suit to which it is entitled under Texas law.

Section 14.9. Survival. Termination of this Contract for breach shall not constitute a waiver of any rights or remedies available at law or in equity to a Party to redress such breach. All remedies, either under this Contract or at law or in equity or otherwise available to a Party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. In addition, to these provisions, applicable provisions of this Contract shall survive any termination of this Contract.

Section 14.10. Attachments. The Exhibits, schedules and/or other documents attached, referred to in this Contract, are incorporated in and made a part of this Contract for all purposes. As used herein, the expression "Contract" means the body of this Contract and such Exhibits, schedules and/or other documents attached, and the expressions "herein," "hereof," and "hereunder" and other words of similar import refer to this Contract and such exhibits, schedules and/or other documents as a whole and not to any particular part or subdivision thereof.

Section 14.11. Costs. If any legal action, or any other proceeding is brought by a Party for the enforcement of this Contract or because of an alleged breach or default of this Contract, the prevailing Party shall be entitled to recover reasonable costs incurred, including but not limited to, the attorney's fees arising from such action or proceeding in addition to any other relief to which the prevailing Party may be entitled.

Section 14.12. Authority to Contract. Each Party represents and warrants for the benefit of the other Party that: (1) it has the legal authority to enter into this Contract; (2) this Contract has been duly approved and executed; (3) no other authorizations or approvals are or will be necessary in order to approve this Contract and to enable that Party to enter into and comply with the terms and conditions of this Contract; (4) the person executing this Contract on behalf of each Party has the authority to bind that Party; and (5) the Party is empowered by law to execute any other

agreement or documents and to give such other approvals, in writing or otherwise, as are or may hereafter be required to implement and comply with this Contract.

Section 14.13. Officers or Agents. No officer or agent of the Parties is authorized to waive or modify any provision of this Contract. No amendment to or rescission of this Contract may be made except by a written document signed by the Parties' authorized representatives.

Section 14.14. Texas Government Code Requirement. Pursuant to the provisions of Texas Government Code §2271.002, the Contractor hereby certifies to the EAA that Contractor, including its parent, subsidiary and affiliated companies, (1) does not boycott Israel, and (2) will not boycott Israel during the term of this Contract. The term "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Failure to comply with this certification shall be considered a breach of this Contract by the Contractor.


Section 14.15. Contract as Offer. Time is of the essence in this Contract and the EAA requires strict compliance with the times for performance set forth herein. The delivery of this Contract by the EAA to the Contractor constitutes an offer to pay the Contractor, pursuant to the terms and conditions of this Contract, for the Services rendered hereunder. Unless the Contractor signs and returns this Contract to the EAA, in accordance with Article XIII above and within 15 days from the date the EAA delivers this Contract to the Contractor, the offer will lapse and become null and void.

IN WITNESS WHEREOF, this Contract is executed as of the day and date first written above, in Section 1.1.

EDWARDS AQUIFER AUTHORITY


ICF JONES & STOKES, INC.


By:   
\_\_\_\_\_  
Roland Ruiz  
General Manager

By:   
\_\_\_\_\_  
Ted Lee  
Senior Vice President

ATTEST:

ATTEST:

By:   
\_\_\_\_\_  
Jennifer Wong-Esparza  
Assistant to the Board Secretary

By:   
\_\_\_\_\_  
Hawani Tessema  
Senior Manager, Contracts

APPROVED AS TO FORM:

*Darcy Alan Frownfelter*  
Darcy Alan Frownfelter (Apr 6, 2022 09:19 CDT)

Darcy Alan Frownfelter  
General Counsel  
Edwards Aquifer Authority

## EXHIBIT A SCOPE OF WORK

The Contractor will perform the following tasks to provide technical assistance in pursuing the renewal of ITP TE-63663A-1 under Section 10(a)(1)(B) of the Endangered Species Act (ESA). The planning, documentation, and other technical services needed to renew the ITP is divided into thirteen (13) distinct tasks. All deliverables must be completed by March 31, 2028. Deliverables will be provided electronically unless noted otherwise in the scope of work. The Contractor will meet with the EAHCP Project Manager before the start of the project to discuss each task.

### **Task 1: Program Management**

The Contractor will be responsible for managing their staff and subcontractors in the execution of the scope of work over the period of performance. The Contractor will need to create and manage different teams for development of the HCP and National Environmental Policy Act of 1969 (NEPA) documents and will need to provide technical expertise to perform studies to renew the ITP. The HCP will be developed for the consideration of the current ITP Permittees (Edwards Aquifer Authority, City of San Antonio By and Through its San Antonio Water System, City of San Marcos, City of New Braunfels, and Texas State University) and the NEPA document will be developed for the USFWS.

The Contractor will draft a project work plan and schedule to complete the Amended HCP to discuss at the kickoff meeting (Task 2). The Contractor will update the project work plan and schedule as needed through the period of performance to complete the ITP renewal process. The work plan will address the preparation of the NEPA documents generally, acknowledging that more specific planning will be conducted in coordination with the USFWS at the appropriate time, as part of Task 8. The work plan will also reproduce this scope of work and incorporate any details, schedule, and cost assumptions. The work plan will include a revised detailed project schedule in MS Project. This schedule will incorporate important process steps such as committee review and approvals as well as reviews by USFWS. The schedule will also incorporate the final step in 2027 of review and approval of any interlocal contracts or agreements under the Texas Interlocal Cooperation Act, Texas Government Code, ch. 791, between the Co-Permittees, or any other contracts, that may be deemed appropriate, before implementation of the renewed permit can begin. The Contractor will also setup an electronic file sharing site to be maintained and updated through the period of performance.

The Contractor will create, manage, and distribute any necessary templates in Microsoft Word and PowerPoint and will maintain a list of terms and abbreviations to ensure consistency across all Contract deliverables. The Contractor will also develop an ITP renewal process logo for branding purposes. Templates, the logo, and list of terms and abbreviations should be used for all Contract deliverables by the Contractor and all subcontractors.

### **Deliverables:**

- Draft Work Plan
- Draft Schedule

- Updated Work Plan as needed
- Updated Schedule as needed
- Draft electronic file sharing site
- Updated electronic file sharing site as needed
- Draft Microsoft Word and PowerPoint templates
- Second draft Microsoft Word and PowerPoint templates
- Final Microsoft Word and PowerPoint templates
- Draft EAHCP ITP renewal process logo
- Second draft EAHCP ITP renewal process logo
- Final EAHCP ITP renewal process logo
- List of terms and abbreviations
- Updated list of terms and abbreviations as needed
- Monthly invoices

**Task 2: Meetings**

The Contractor will participate in meetings throughout the period of performance of this Contract. The Contractor will organize a kickoff meeting with EAHCP Staff within ten (10) days of Contract award. The Contractor will prepare the meeting agenda and provide the draft work plan and schedule developed in Task 1 to discuss at the kickoff meeting. The Contractor will meet regularly with the EAHCP Project Manager to provide status updates of progress toward meeting deliverables. The Contractor will also attend and present at up to twelve (12) in-person meetings and facilitate up to twenty-two (22) virtual or in-person meetings over the period of performance. At the request of the EAHCP Project Manager, the Contractor will attend additional virtual meetings and may be asked to present virtually to EAHCP Committee meetings or Permittee Board or Council meetings. Virtual meetings will be conducted via Microsoft Teams. EAA will reimburse the Contractor for costs of virtual meetings should they occur on a platform other than Microsoft Teams. Below is a table that illustrates the number of meetings across all tasks.

**Table 1. HCP Team Meetings by Task in Support of the ITP Renewal Process**

<b>Task</b>	<b>In-Person Meetings<sup>1</sup></b>	<b>Virtual Meetings<sup>2</sup></b>	<b>Virtual Presentations<sup>2</sup></b>	<b>Regular Coordination Meetings<sup>3</sup></b>
Task 2: Kickoff Meeting	1	--	--	--
Task 3: Listen and Learn	See Task 3	--	1	16
Task 4: Operating Agreements	--	2	--	2
Task 5: HCP Planning and Alternative Development	6	10	10	42
Task 6: Modeling	2	2	1	12
Task 7: Draft HCP	2	6	1	18
Task 8: Draft NEPA	NEPA Team Meetings Funded Under Task 8			
Task 9: ITP Application	--	--	--	2
Task 10: Public Scoping	NEPA Team Meetings Funded Under Task 10			
Task 11: Draft EIS Public Meetings	NEPA Team Meetings Funded Under Task 11			
Task 12: Final HCP	1	2	1	8



Task	In-Person Meetings <sup>1</sup>	Virtual Meetings <sup>2</sup>	Virtual Presentations <sup>2</sup>	Regular Coordination Meetings <sup>3</sup>
Task 13: Final NEPA Document	NEPA Team Meetings Funded Under Task 13			
<b>Total Meetings Funded Under Task 2</b>	<b>12</b>	<b>22</b>	<b>14</b>	<b>116</b>
<sup>1</sup> Assumed to be up to 8 hours in duration. <sup>2</sup> Assumed to be up to 4 hours in duration. <sup>3</sup> Assumed to be approximately 1 hour in duration, on average, over the Contract term.				

**Deliverables:**

- Kickoff meeting agenda
- Coordination of regularly scheduled status meetings
- Attendance and/or facilitation at up to twelve (12) in-person meetings
- Attendance and/or facilitation at up to twenty-two (22) virtual meetings
- Virtual presentations at the request of the EAHCP Project Manager

**Task 3: Listen and Learn Workshops**

The Contractor will prepare, conduct, and facilitate four (4) 1-day workshops to get input and data sources from community stakeholders. EAHCP staff will collaborate with the Contractor to focus the content for each workshop. One (1) 1-day open-house style workshop will be held for each topic. Up to four (4) Contractor staff persons will attend each workshop. Feedback will be collected on the topic and requests for existing data on the topic will be made electronically before and after each workshop and in-person at each workshop. The outcome of each workshop will be a summary of all the feedback received. EAHCP staff will collaborate with the Contractor in advance to identify stakeholders not yet on the EAHCP mailing list to include on future communications and to invite to the workshops. The four workshop topics to be conducted are outlined below.

Workshop 1: Recommended ITP Approach

Please see [\*The Edwards Aquifer Habitat Conservation Plan Permit Options Report\*](#) which presents five (5) permit renewal options and defines potential administrative changes to be considered to the current EAHCP and ITP.

The purpose of this workshop is to collect feedback on the following items:

1. Permit renewal options
  - a. Covered Activities
  - b. Covered Species
  - c. Mitigation and Management Measures
  - d. Other ITP conditions
2. Length of the permit term
3. Administrative changes

## Workshop 2: Biological Goals and Objectives

In addition to *The Edwards Aquifer Habitat Conservation Plan Permit Options Report*, the National Academies of Sciences, Engineering, and Medicine *Review of the Edwards Aquifer Habitat Conservation Plan: Report 3* provides a review of the implementation efforts of the EAHCP and an assessment on the current scientific data.

The purpose of this workshop is to collect feedback on the biological goals and objectives of the EAHCP:

- a. Define goals for species, habitat, or ecosystem or two or more
- b. What the new goals and objectives might be
- c. How objectives define success
- d. What tools may help evaluate success

## Workshop 3: Climate Change and System Vulnerabilities

Climate is a fundamental component to the future management of the conservation measures implemented in the EAHCP. Understanding the direction/focus of the biological goals and objectives will help to refine a climate vulnerability assessment.

Building on the outcome of the first two (2) workshops, the purpose of this workshop is to collect feedback on the following topics regarding climate change:

- a. The effect of climate change on covered species, habitat, or ecosystem
- b. The sensitivity, exposure, and adaptive capacity of the spring systems and the Edwards Aquifer

## Workshop 4: Conservation Measures

The EAHCP defines how we protect federally listed species that live in the Edwards Aquifer and the Comal and San Marcos springs through implementation of Minimization and Mitigation Measures (Conservation Measures). Some of the Conservation Measures defined in the EAHCP have changed via adaptive management or due to the lack of necessity.

The purpose of this workshop is to collect feedback on the EAHCP Conservation Measures and determine if changes should be made to the following items:

- a. Details of the conservation measures
- b. Implementation efforts
- c. Funding

The Contractor will conduct a dry run of the first workshop for the EAHCP staff and Permittees 1-2 days prior to the first workshop. After the four workshops have been conducted, the Contractor will summarize the feedback received in a draft and final report for EAHCP staff. The Contractor

will coordinate with EAHCP staff to develop recommendations for next steps based on the data received.

The Contractor will also be responsible for the following duties

:

- Workshop logistics
- Meeting materials (presentations, brochures, fact sheets, display boards, comment forms, and/or sign-in sheets)
- Participation at meetings
- Collecting public comments using various methods (paper forms and electronic)
- Summarizing feedback in a draft and final report

**Deliverables:**

- Attendance at up to five (5) in-person meetings
- Draft workshop materials (electronic for each workshop)
- Administrative draft workshop materials (electronic for each workshop)
- Administrative draft workshop materials (printed for dry run)
- Final electronic and printed workshop materials (for each workshop)
- Draft Listen and Learn Workshop Report
- Final Listen and Learn Workshop Report

**Task 4: Operating Agreements and Rules of Procedure**

The Contractor will review the following operating agreements and rules of procedure and make recommendations for future changes. This task may require interviewing EAHCP staff, Permittees, and other Committee members. The Contractor will conduct interviews virtually unless conducted concurrently with other in-person meetings under Task 2. The Contractor will make recommendations for changes to the following documents:

- The Funding and Management Agreement (FMA),
- Operational Procedures of the Implementing Committee of the Edwards Aquifer Habitat Conservation Plan Program (March 2012),
- Parliamentary Rules of Conduct of the Implementing Committee of the Edwards Aquifer Habitat Conservation Plan Program (March 2012),
- Program Operational Rules for EAHCP Program Adaptive Management Stakeholder Committee Members and Participants (October 2012), and
- Operational Procedures of the Science Committee of the Edwards Aquifer Habitat Conservation Plan Program (April 2014).

**Deliverables:**

- Recommended tracked change revisions to
  - The Funding and Management Agreement (FMA),

- Operational Procedures of the Implementing Committee of the Edwards Aquifer Habitat Conservation Plan Program (March 2012),
- Parliamentary Rules of Conduct of the Implementing Committee of the Edwards Aquifer Habitat Conservation Plan Program (March 2012),
- Program Operational Rules for EAHCP Program Adaptive Management Stakeholder Committee Members and Participants (October 2012), and
- Operational Procedures of the Science Committee of the Edwards Aquifer Habitat Conservation Plan Program (April 2014).
- Documented justification for recommended changes

## **Task 5: HCP Planning and Alternative Development**

The Contractor will perform planning and technical studies to support the renewal of the ITP. A list of required technical studies are listed below. These studies may require documentation of existing conditions and the foreseeable future, between 30-50 years, to inform components of the HCP. The Contractor may also use these studies to identify data gaps and additional studies, if any, are needed to inform development of the HCP. These analyses should include the projected level of effort in both cost and time needed for proposed studies. The Contractor will provide any resource tools (i.e., Geographic Information System files, spreadsheets, etc.) created in the development of their work. Technical memos for each study are required, as illustrated in Table 2: Task 5 Deliverables. Studies requiring sign-off may also have a second draft deliverable.

### **Task 5.1: Define Covered Species**

The Contractor will use information collected during workshops and the results of previous deliverables to recommend what Covered Species should be included in the renewed ITP. The Contractor will coordinate closely with EAHCP staff in finalizing recommendations presented to Permittees. This scope of work assumes up to two additional Covered Species added to the EAHCP and the removal of the San Marcos gambusia (proposed extinct).

### **Task 5.2: Define Covered Activities**

The Contractor will use information collected during workshops and the results of previous deliverables to recommend what Covered Activities should be included in the renewed ITP. The Contractor will coordinate closely with EAHCP staff in finalizing recommendations presented to Permittees.

### **Task 5.3: Existing Conditions**

The Contractor will use information collected during workshops and the existing EAHCP Chapter 3, “Environmental Settings and Baseline Conditions,” to evaluate how the chapter needs to be updated given what conditions have changed since the EAHCP was approved.

#### **Task 5.4: Foreseeable Future and Climate Vulnerabilities Assessment**

The Contractor will focus the definition of the foreseeable future on the human environment and socioeconomic trends that are necessary to understand the conditions and anticipated threats to the Covered Species that will not be addressed in a subsequent task. The Contractor will use information collected during workshops, the results of previous deliverables, literature, and existing tools to evaluate the vulnerability of the species, their habitats, and/or ecosystems managed under the HCP with respect to climate change. The climate vulnerabilities assessment will use the climate background information by the definition of the foreseeable future, and the Modeling Projections developed in Task 6 to identify how Covered Species and their habitats may be vulnerable or at risk because of climate change effects (e.g., increased temperatures, decreased rainfall).

#### **Task 5.5: Define Biological Goals and Objectives**

The Contractor will use information collected during workshops, historic data and studies, and the results of previous deliverables to recommend the biological goals and objectives that should be included in the renewed ITP. The Contractor will coordinate closely with EAHCP staff in finalizing recommendations presented to Permittees.

#### **Task 5.6: Preliminary Conservation Strategy Changes**

The Contractor will use information collected during workshops to recommend the mitigation and minimization measures to be included in the renewed ITP. The Contractor will coordinate closely with EAHCP staff in finalizing recommendations presented to Permittees.

#### **Task 5.7: Habitat suitability analysis**

The Contractor will use available tools to perform the habitat suitability analysis (HSI). Springflow, the output from MODFLOW, will be fed into the existing HSI structure for each of the modeled scenarios. The Contractor will need to review and update available tools as needed to perform the analysis. The Contractor will conduct habitat suitability analyses for fountain darter, Texas wild-rice, San Marcos salamander, Comal salamander, and Comal Springs riffle beetle. Habitat suitability analyses for other Covered Species are not included in this scope of work.

#### **Task 5.8: HCP Effects Analysis and Take Assessment**

The Contractor will document the effects analysis and take assessment for each covered species. The effects analyses and take assessment methods will be updated consistent with the updated Covered Species list, the revised Covered Activity description, and changes to the biological goals and objectives. The effects analysis and take assessment methods will also be updated, as needed, to include any new or revised approaches to the adaptive management program. The effects analysis and take assessment methods will be provided to EAHCP staff and USFWS for review prior to completing the full analysis and memo.

### Task 5.9: Preliminary Costs

The Contractor will coordinate with EAHCP staff to establish and document costs and funding analysis consistent with USFWS guidance for inclusion in the draft HCP.

### Task 5.10: Monitoring Plan

The Contractor will coordinate closely with EAHCP staff to establish and document a monitoring plan that will evaluate the effectiveness of conservation measures.

**Table 2: Task 5 Deliverables**

Deliverable		# of Drafts	Notes and Next Steps
1a-c	Draft Covered Species Memo	3 <sup>1</sup>	Incorporate into Amended HCP Ch. 3, "Existing Conditions," and HCP appendix to document covered species selection process (Task 10)
2a-c	Draft Covered Activities Memo	3 <sup>1</sup>	Incorporate into Amended HCP Ch. 2, "Covered Activities" (Task 10);
3a-c	Update to Environmental Setting and Baseline Conditions Chapter	3 <sup>1</sup>	Update to EAHCP Chapter 3
4a	Draft Foreseeable Future and Climate Vulnerability Assessment	1	Edits incorporated into revised draft report
4b	Revised Draft Foreseeable Future and Climate Vulnerability Assessment	1	Edits incorporated into final report
4c	Final Foreseeable Future and Climate Vulnerability Assessment	1	Incorporated into Amended HCP as appendix
5a	Draft Biological Goals and Objectives Memo	1	Follows workshop on this topic with the USFWS; edits incorporated into revised memo
5b-c	Revised Draft Biological Goals and Objectives Memos	2 <sup>1</sup>	Incorporate into Amended HCP Ch. 5, "Conservation Strategy" (Task 10)
6a-c	Draft Habitat Suitability Analysis	3 <sup>1</sup>	Incorporate into Amended HCP Ch. 5, "Conservation Strategy." Final document as EAHCP appendix (Task 10)
7a	Effects Analysis and Take Assessment Memo (methods only)	1	Precursor topic to performing the effects analysis; important to gain buy-in on costly methods before we apply them.
7b-c	Effects Analysis and Take Assessment Memo	2 <sup>1</sup>	Incorporate into Amended HCP Chapter 4, "Effects Analysis" (Task 10)
8a-c	Draft Preliminary Conservation Strategy Changes Memo	3 <sup>1</sup>	Incorporate into Amended HCP Chapter 5, "Conservation Strategy" (Task 10)
9a-b	Draft Monitoring Plan Updates Memo	2 <sup>1</sup>	Incorporate into Amended HCP Chapter 6, Sections 6.2 and 6.3 (Task 10)
10a-c	Draft Preliminary Costs Memo	3 <sup>1</sup>	Incorporate into Amended HCP Chapter 7, "Cost and Funding" (Task 10)
<b>Total</b>		<b>29</b>	

<sup>1</sup> Assumes first draft reviewed by EAHCP staff, second draft reviewed by USFWS and stakeholders, and third draft reviewed and approved by Implementing Committee. Exceptions are the Biological Goals and Objectives and Effects Analysis and Take

Deliverable	# of Drafts	Notes and Next Steps
Assessment memos, which will have the first draft reviewed by both EAHCP staff and USFWS simultaneously. It is assumed that the Effects Analysis and Take Assessment Memo and Draft Monitoring Plan Updates Memo will not require Implementing Committee approval at this stage so only two (2) drafts will be prepared.		

## Task 6: Modeling Projections

The Contractor will work closely with EAA technical staff in the development of study design and execution for each of the sub-tasks described below. The EAA MODFLOW model will be provided along with technical assistance in completing various model scenario runs.

### Task 6.1 Temperature and Rainfall Scenarios

EAA staff will deliver a preferred set of downscaled future climate scenarios for more than one concentration pathway which will already include the comparisons of the recent decadal hindcasts to measured weather. The Contractor will use the existing EAA preferred downscaled future climate scenarios. The Contractor will compare the future predicted temperature and rainfall scenarios to measured temperature and rainfall during the drought of record and other recorded significant drought periods to better understand the temporal and spatial characteristics of the predicted temperature and rainfall scenarios.

The Contractor will provide both a draft and final report for Task 6.1 for EAHCP Staff that documents their thorough analysis.

### Task 6.2 Recharge Rates

The Contractor will develop a parallel track approach to addressing recharge rate. The first approach will focus on using first-order correlation analyses to estimate the relation between temperature, rainfall, and recharge from the historic datasets available. The second approach will be to use the watershed model Hydrologic Simulation Program in FORTRAN (HSPF) for each of the contributing basins. The Contractor will re-train HSPF models to produce an HSPF-based recharge estimation tool that is an advanced semi-physical analogue of the USGS recharge estimation method. The HSPF-based recharge estimation tools will focus on:

- 1) Estimation and reproduction of historical stream discharge at the Upstream border of the Balcones Fault Zone (BFZ) Edwards Recharge Zone
- 2) Estimation and reproduction of historical stream discharge at the downstream border of the BFZ Edwards Recharge Zone
- 3) Estimation stream seepage losses within the BFZ Edwards Recharge Zone

The HSPF-based recharge estimation tools will also estimate runoff contributions from Recharge Zone subbasins and diffuse recharge from deep percolation through the soil column within the Recharge Zone to provide a complete water balance-based, recharge estimator. This ensemble can then be used with the climate scenarios to account for uncertainty in the transformation from future precipitation and temperature to future estimated recharge.

The Contractor will work with EAA staff to determine which approach is applied early in the project timeline.

### **Task 6.3 Pumping Scenarios**

The Contractor will develop a set of pumping scenarios through 2078 based on prior pumping, rainfall, and temperature records and informed by future temperature and rainfall scenarios recommended in Task 6.1.

### **Task 6.4 MODFLOW Springflow Projections**

The Contractor will develop a set of MODFLOW springflow projections combining pumping and recharge scenarios from Task 6.2 and Task 6.3, including EAA stage restrictions and EAHCP springflow protection measures. The Contractor may be required to update the EAA MODFLOW model and run scenarios to estimate an ensemble of possible future springflow outcomes. These springflow outcomes will be used to evaluate the performance of the EAA stage restrictions and EAHCP springflow protection measures under varying future forcing conditions, including the effects of climate change.

### **Task 6.5 Modeling Workshop**

The Contractor will design and conduct a half-day workshop to facilitate increased understanding of ensemble-based modeling workflows for EAA staff and stakeholders. At the request of the EAHCP Project Manager, the Contractor will present a summary of ensemble-based modeling workflows to a joint meeting of EAHCP committees (see Table 1).

### **Task 6.6 Modeling Database**

The Contractor will develop a Cloud-based database to be used to control the versions of the many complex spatially and temporally-distributed datasets used across the Task 6 analyses. The datasets will be archived appropriately for transparency and reproducibility to increase stakeholder acceptance and use during EAHCP implementation. The database will include inputs to and simulation results from each modeling run. The database will also serve as the final archive of the datasets.

The Contractor will produce a draft and final report detailing their analysis for Task 6.2, Task 6.3, and Task 6.4. Both reports should include analysis of springflow projections detailing low-flows and the operation of stage restrictions and EAHCP springflow protection measures during drought periods.

### **Deliverables:**

- Draft Temperature and Rainfall Scenarios Report
- Final Temperature and Rainfall Scenarios Report
- Draft Recharge Rates, Pumping Scenarios, and MODFLOW Springflow Projections Report



- Final Recharge Rates, Pumping Scenarios, and MODFLOW Springflow Projections Report

### **Task 7: Draft HCP**

The Contractor will develop a draft HCP consistent with Section 10(a)(1)(B) of the ESA of 1973, as amended, applicable USFWS regulations, and USFWS guidance documents and other guidelines. The Contractor will work closely with the EAHCP staff and Permittees to document the proposed Covered Activities, environmental setting, an analysis of Covered Species, the mitigation and minimization measures, approach to adaptive management, costs and funding assurances, changed circumstances and no surprises, permit administration, and other applicable sections. The Contractor will rely on materials developed through other tasks on this contract as well as the best available data. An outline for the Amended HCP based on the original EAHCP will be included in the work plan. A draft HCP will be delivered to the EAHCP staff and USFWS for review and comment. The Contractor will address comments and produce a second draft HCP with appendices for delivery to EAHCP staff and the USFWS. The Contractor will address comments and produce an administrative draft HCP for final EAHCP staff and USFWS review. Once the EAHCP staff approves the document revisions, the Contractor will produce a final draft HCP for the EAHCP staff. The Contractor will distribute electronic copies of the final draft HCP to the public and applicable agencies and may be required to produce up to twenty (20) hardcopies of the main report with appendices included as electronic files.

### **Deliverables:**

- Draft Amended HCP Chapters 1-7
- First Administrative Draft Amended HCP
- Second Administrative Draft Amended HCP
- Screen Check Draft Amended HCP
- Public Draft Amended HCP
- Up to twenty (20) hardcopies of the Public Draft Amended HCP with electronic appendices for distribution

### **Task 8: Draft NEPA**

At the direction of the USFWS, the Contractor will draft a NEPA document consistent with USFWS guidance and pursuant to provisions of the National Environmental Policy Act of 1969 (NEPA), Title 42 of the United States Code (USC) Section 4321 et seq., implemented by Council on Environmental Quality (CEQ) Regulations. To help define project expectations and roles, the Contractor will develop a memorandum of understanding (MOU) to outline the roles and responsibilities of EAHCP staff, the Permittees, the USFWS, and the NEPA team for the NEPA process. In addition, the Contractor will develop a clear communications protocol to maintain a firewall between the HCP and NEPA teams. The NEPA team will work with the USFWS regarding any data needs from or questions directed to the HCP team, EAHCP staff, and/or Permittees per the established firewall protocol. The Contractor will prepare a NEPA schedule with task assignments and milestones and will be responsible for meeting agendas, notetaking and dissemination of relevant materials. The Contractor will hold a kickoff meeting with the USFWS

and regularly scheduled (approximately twice-monthly) meetings until the Public Draft NEPA document is completed. The Contractor will work with USFWS to establish the Administrative Record protocol and begin implementation at the start of the project, although it will not be submitted in its entirety until the end of the project. The Contractor will work closely with the USFWS, EAHCP staff and Permittees as applicable, to document the purpose and need, alternatives considered and those not considered, the affected environment, and environmental consequences. The Contractor will rely on materials developed through other tasks on this contract as well as the best available data. USFWS will advise if either an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is required for a NEPA document. For the purposes of this Contract, an EIS is assumed; if the USFWS determines an EA is appropriate, this Contract and cost estimate may be revised to reflect a lesser level of effort. The Contractor will perform the necessary steps to develop a Public Draft EIS:

- Submit EIS draft Chapter 1, “Purpose and Need,” and Chapter 2, “Description of the Proposed Action and Alternatives,” for USFWS review. The description of the proposed action will incorporate the HCP’s description of the permit area, permit term, Covered Species, Covered Activities, and conservation strategy.
- Following USFWS review of EIS Chapters 1 and 2, prepare revised versions of the chapters for USFWS approval.
- Following USFWS approval of EIS Chapters 1 and 2, prepare a First Administrative Draft EIS for USFWS review.
- Address USFWS comments and prepare a Second Administrative Draft EIS for USFWS review including the USFWS Regional office and DOI Solicitor’s office as appropriate.
- Address USFWS comments and prepare a Third Administrative Draft EIS (camera ready) for concurrence and approval for publication.
- Submit the Public Draft EIS to the USFWS for distribution and filing with the U.S. Environmental Protection Agency (EPA).

#### **Deliverables:**

- Draft MOU
- Final MOU for execution
- Draft Administrative Record protocol
- Draft Description of the Proposed Action and Alternatives
- Final Description of the Proposed Action and Alternatives
- First Administrative Draft EIS
- Second Administrative Draft EIS
- Third Administrative Draft EIS
- Public Draft EIS

#### **Task 9: ITP Application**

The Contractor will prepare the ITP application and all supporting documents for submission to USFWS. EAHCP staff will coordinate applicant approvals and signatures.

**Deliverables:**

- ITP Application Form associated with a Habitat Conservation Plan

**Task 10: Public Scoping**

If an EIS is required by USFWS, public scoping meetings will be held by the Contractor. Up to six (6) public scoping meetings will be needed throughout the HCP area. The Contractor will conduct a dry run of the public meeting for the USFWS, EAHCP staff, and Permittees. The Contractor will be responsible for the following duties, which will be planned and executed in consultation with USFWS:

- Meeting logistics
- Published meeting notifications in newspapers
- Draft Notice of Intent content for USFWS to publish in the Federal Register
- Meeting materials (presentations, brochures, fact sheets, display boards, comment forms, and/or sign-in sheets)
- Participation at meetings by up to two (2) Contractor NEPA team staff persons
- Collect public comments using various methods (paper forms, electronic, and/or court reporters)
- Summarize public comments and the scoping process in a draft and final public scoping report

**Deliverables:**

- Attendance at up to six (6) in-person public meetings and one (1) dry run
- Draft Public Scoping Plan
- Final Public Scoping Plan
- Draft newspaper meeting notification
- Final newspaper meeting notification
- Publication in up to eight (8) newspapers
- Draft Notice of Intent
- Administrative draft meeting materials as electronic files
- Administrative draft meeting materials for dry run
- Final printed and electronic meeting materials
- Draft scoping report
- Final scoping report

**Task 11: Draft EIS Public Meetings**

If an EIS is required by USFWS, draft EIS public meetings will be held by the Contractor. Up to six (6) public meetings will be needed throughout the HCP area. The Contractor will conduct a dry run of the public meeting for the USFWS, EAHCP staff, and Permittees. The Contractor will be responsible for the following duties, which will be planned and executed in consultation with USFWS:

- Meeting logistics
- Published meeting notifications in newspapers
- Draft Notice of Availability content for USFWS to publish in the Federal Register
- Meeting materials (presentations, brochures, fact sheets, display boards, comment forms, and/or sign-in sheets)
- Participation at meetings by up to two (2) Contractor NEPA team staff persons

**Deliverables:**

- Attendance at up to six (6) in-person meetings
- Draft newspaper meeting notification
- Final newspaper meeting notification
- Publication in up to eight (8) newspapers
- Draft Notice of Availability
- Administrative draft meeting materials as electronic files
- Administrative draft meeting materials for dry run
- Final printed and electronic meeting materials

**Task 12: Final HCP**

The Contractor will address any changes to the draft HCP based on comments received during the public comment period to produce a final HCP. The Contractor will work closely with the USFWS, and EAHCP staff and Permittees as applicable, to address comments received on the draft HCP. The Contractor will facilitate a live-edit meeting with the USFWS, EAHCP staff, and the HCP management team. The Contractor's HCP staff will also support USFWS, at their request, in responding to comments on the draft NEPA document. Once responses to comments have been approved by the EAHCP staff, the Contractor will update the draft HCP as an administrative final HCP with appendices for delivery to the EAHCP staff. Once the EAHCP staff approves the document revisions, the Contractor will produce a final HCP for distribution. The Contractor will provide an electronic copy of the final HCP to EAHCP staff and the USFWS and may be required to produce up to twenty (20) hardcopies of the main report with appendices included as electronic files.

**Deliverables:**

- Response to comments on draft HCP
- Administrative final HCP document with appendices
- Final HCP with appendices for electronic distribution
- Up to twenty (20) hardcopies of the final HCP with electronic appendices for distribution

### **Task 13: Final NEPA**

The Contractor will address any changes to the EIS document based on comments received during the public comment period to produce a final EIS. The Contractor will perform the necessary steps to develop a Public Final EIS:

- The NEPA team will process public comments received during the public comment period. At the direction of the USFWS, the NEPA team will identify which comments are related to the HCP and provide the comments that require input from EAHCP staff. USFWS will coordinate with EAHCP staff to develop responses to comments related to the HCP, for inclusion in the Final EIS. If needed, the NEPA team and the USFWS will meet with EAHCP staff to discuss the comments and responses. The HCP consultant team may also assist EAHCP staff in providing input for responses to public comments.
- The Contractor will draft responses to public comments on the Draft EIS (including local, state, and federal agency comments) and submit them to the USFWS for review. The Contractor will make any revisions to the responses based on USFWS review.
- Following the USFWS's approval of response to comments, the Contractor will prepare the Administrative Final EIS (with appendices) for USFWS review.
- Following USFWS review, the Contractor will address final USFWS comments and prepare a Final EIS for electronic distribution.
- Once completed, the Contractor will provide a draft Record of Decision (ROD) document to USFWS.

### **Deliverables:**

- Categorize comments received from USFWS and develop responses
- Categorized comments and responses
- Respond to comments on draft EIS
- Administrative final EIS document with appendices
- Public Final EIS document with appendices for electronic distribution
- Final Electronic Administrative Record provided to USFWS and, with USFWS's approval, to EAHCP staff
- Draft Record of Decision (ROD)

EXHIBIT B  
TASK BUDGET

<b>Task *</b>	<b>Task Amount</b>
Task 1. Program Management	\$81,416.50
Task 2. Meetings	\$297,454.34
Task 3. Listen and Learn Workshops	\$117,920.10
Task 4. Operating Agreements	\$33,770.67
Task 5. HCP Planning and Alternative Development	\$660,706.07
Task 6. Modeling Projections	\$538,632.01
Task 7. Draft HCP	\$232,522.87
Task 8. Draft NEPA	\$332,878.00
Task 9. ITP Application	\$2,917.58
Task 10. Public Scoping (if needed)	\$97,289.31
Task 11. Draft EIS Public Meetings (if needed)	\$97,289.31
Task 12. Final HCP	\$101,120.59
Task 13. Final NEPA	\$233,464.20
<b>TOTAL</b>	<b>\$2,827,381.55</b>

<b>Estimated Cost Breakdown, by Year:</b>	<b>Annual Amount</b>
2022	\$211,390.50
2023	\$682,013.98
2024	\$628,764.72
2025	\$903,945.83
2026	\$398,478.46
2027	\$2,788.06
2028	\$0.00
<b>TOTAL</b>	<b>\$2,827,381.55</b>

\* With EAA approval, and without exceeding the total Contract amount, the Contractor may reallocate the task or annual amounts specified in this Exhibit B. The estimated cost breakdown by year is an estimate only and, by themselves, do not limit spending within a calendar year.

EXHIBIT C  
LABOR CATEGORIES, RATES AND PERSONNEL CHART

<b>Labor Category</b>	<b>Rate Per Hour</b>
Senior Project Director	\$350
Project Director	\$295
Senior Technical Director	\$275
Technical Director	\$255
Principal Consultant	\$235
Senior Technical Analyst	\$220
Scientist	\$205
Senior Managing Consultant	\$190
Managing Consultant	\$180
Senior Consultant III	\$170
Senior Consultant II	\$165
Senior Consultant I	\$160
Senior Consultant	\$150
Technical Analyst	\$140
Associate Consultant III	\$135
Associate Consultant II	\$125
Associate Consultant I	\$120
Associate Consultant	\$115
Research Analyst III	\$110
Research Analyst II	\$105
Research Analyst I	\$100
Research Analyst	\$95
Technician III	\$90
Technician II	\$85
Technician I	\$80
Administrative Technician	\$75
Intern	\$70

EXHIBIT D  
INITIAL CONTRACTOR TIMELINE\*

<b><u>Estimated Completion Date</u></b>	<b><u>Task#</u></b>	<b><u>Deliverable or Milestone</u></b>
April 2022	1	Project Schedule and Work Plan
April 2022	2	Kick-Off Meeting
June 2022	3	Recommended Approach from Permits Options Analysis Workshop
July 2022	3	Biological Goals and Objectives Workshop
August 2022	3	Climate Change and System Vulnerabilities Workshop
September 2022	3	Conservation Measures Workshop
September 2022	3	Draft Listen and Learn Workshop Report
November 2022	3	Final Listen and Learn Workshop Report
TBD	4	Operating Agreements Recommended Changes Documentation
April 2023	5	Revised Draft Covered Activities Memo
June 2023	5	Final Climate Vulnerability Assessment
February 2024	5	Revised Draft Biological Goals and Objectives Memo
February 2024	5	Revised Develop Mitigation and Minimization Measures Methods Memo
February 2024	5	Revised Draft Habitat Suitability Analysis
May 2024	5	Revised Draft Effects Analysis Methods Memo
May 2024	5	Draft Preliminary Costs Memo
May 2023	6	EAA will deliver Temperature and Rainfall Scenarios model to Contractor
May 2023	6	Recharge Rates model results
May 2023	6	Pumping Scenarios model results
October 2023	6	Initial MODFLOW Springflow Projections model results
November 2024	7	Final Draft HCP
November 2024	8	Final Draft NEPA
December 2024	9	ITP Application Submittal
TBD	10	Public Scoping Meetings
TBD	10	Final Public Scoping Report
TBD	11	Draft EIS Public Meetings
TBD	11	Final Draft EIS Report
TBD	12	Final HCP Report
TBD	13	Final NEPA Report
October 2026	13	Draft FONSI or ROD
November 2026	13	Provide Administrative record to USFWS and EAHCP staff
December 2026		USFWS Issues final action

\* To be updated and revised for the initial work plan and as the project evolves.



EXHIBIT E  
SUBCONTRACTOR UTILIZATION REPORT

**SUBCONTRACTOR UTILIZATION REPORT**

This form must be completed in accordance to the agreement of services or Project Subcontracting Plan. Submit this form to the designated individual as specified in your project agreement. Failure to timely submit this form may delay any payment or reimbursement due to you this reporting period.

Reporting Period (Month)	Prime Contractor Name		Contract/ PO Number			
Subcontractor Commitment (Dollars)	Subcontractor Commitment (%)	M/WBE Participation (Dollars)	M/WBE Participation (%)			
Date of Prime Award	Original Contract Value	Change Orders	Current Contract Value			
Subcontractor Name	Scope of Work	Award Date	Committed Dollars	Paid this period	Paid to Date	Cert. Code*
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	

\*Codes: MO-AA (African American), MO-AI (Native American), MO-AS (Asian American), MO-HI (Hispanic American), WO (Woman), or Non-MW (Non-M/WBE)

# Approved as to Form: 22-002-TES Technical Services for USFWS ITP Renewal Application Exp 03-2028 - For Board

Final Audit Report

2022-04-06

Created:	2022-04-06
By:	Shelly Hendrix (shendrix@edwardsaquifer.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI5HB8wLBYLGGy6_fnUuHS3_zuxwXMbW0

## "Approved as to Form: 22-002-TES Technical Services for USFWS ITP Renewal Application Exp 03-2028 - For Board" History

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 Email viewed by Darcy Alan Frownfelter (dfrownfelter@kempsmith.com)

2022-04-06 - 1:34:05 PM GMT- IP address: 104.28.50.210

 Document e-signed by Darcy Alan Frownfelter (dfrownfelter@kempsmith.com)

Signature Date: 2022-04-06 - 2:19:01 PM GMT - Time Source: server- IP address: 74.202.35.24

 Agreement completed.

2022-04-06 - 2:19:01 PM GMT

# Contract for signature: Contract 22-002-TES Technical Services for USFWS ITP Renewal Application

Interim Agreement Report







2022-04-13


Created:	2022-04-13
By:	Jessica Dycus (jdycus@edwardsaquifer.org)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAA1TEREVsYWRhJjKOi3VD_o1z15kM2OX-U

## Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

## "Contract for signature: Contract 22-002-TES Technical Services for USFWS ITP Renewal Application" History

-  Document created by Jessica Dycus (jdycus@edwardsaquifer.org)  
2022-04-13 - 4:55:18 PM GMT
-  Document emailed to roland ruiz (rruiz@edwardsaquifer.org) for signature  
2022-04-13 - 4:56:22 PM GMT
-  Email viewed by roland ruiz (rruiz@edwardsaquifer.org)  
2022-04-13 - 6:30:20 PM GMT
-  Document e-signed by roland ruiz (rruiz@edwardsaquifer.org)  
Signature Date: 2022-04-13 - 6:30:38 PM GMT - Time Source: server
-  Document emailed to Jennifer Wong Esparza (jesparza@edwardsaquifer.org) for signature  
2022-04-13 - 6:30:40 PM GMT
-  Email viewed by Jennifer Wong Esparza (jesparza@edwardsaquifer.org)  
2022-04-13 - 6:47:52 PM GMT
-  Document e-signed by Jennifer Wong Esparza (jesparza@edwardsaquifer.org)  
Signature Date: 2022-04-13 - 6:48:42 PM GMT - Time Source: server
-  Document emailed to ted.lee@icf.com for signature  
2022-04-13 - 6:48:44 PM GMT

 Email viewed by ted.lee@icf.com

2022-04-13 - 6:58:34 PM GMT









# Updated Signature block Contract 22-002-TES Technical Services for USFWS ITP Renewal Application

Final Audit Report

2022-04-13

Created:	2022-04-13
By:	Jessica Dycus (jdykus@edwardsaquifer.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvFcKdPE6WiVAd5qFcwclTNzFZG9b0t6w

## "Updated Signature block Contract 22-002-TES Technical Services for USFWS ITP Renewal Application" History

-  Document created by Jessica Dycus (jdykus@edwardsaquifer.org)  
2022-04-13 - 9:09:23 PM GMT
-  Document emailed to Ted Lee (ted.lee@icf.com) for signature  
2022-04-13 - 9:10:14 PM GMT
-  Email viewed by Ted Lee (ted.lee@icf.com)  
2022-04-13 - 9:11:09 PM GMT
-  Document e-signed by Ted Lee (ted.lee@icf.com)  
Signature Date: 2022-04-13 - 9:15:34 PM GMT - Time Source: server
-  Document emailed to Hawani Tessema (hawani.tessema@icf.com) for signature  
2022-04-13 - 9:15:36 PM GMT
-  Email viewed by Hawani Tessema (hawani.tessema@icf.com)  
2022-04-13 - 9:18:35 PM GMT
-  Document e-signed by Hawani Tessema (hawani.tessema@icf.com)  
Signature Date: 2022-04-13 - 9:19:59 PM GMT - Time Source: server
-  Agreement completed.  
2022-04-13 - 9:19:59 PM GMT