Santa Clara Valley Water District
Board of Directors

HQ. Bldg. Boardroom, 5700 Almaden Expressway, San Jose, California
Join Zoom Meeting: https://valleywater.zoom.us/j/84454515597

*AMENDED/APPENDED
CLOSED SESSION AND REGULAR MEETING AGENDA

Tuesday, June 9, 2026
11:00 AM

***ITEMS AMENDED AND/OR APPENDED SINCE THE ORIGINAL PUBLICATION OF THIS AGENDA ARE IDENTIFIED BY AN ASTERISK (*) HEREIN**

District Mission: Provide Silicon Valley safe, clean water for a healthy life, environment and economy.

DISTRICT BOARD OF DIRECTORS
Tony Estremera, Chair-District 6
Richard P. Santos, Vice Chair-District 3
John L. Varela-District 1
Shiloh Ballard-District 2
Jim Beall-District 4
Nai Hsueh-District 5
Rebecca Eisenberg-District 7

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body, will be available to the public through the legislative body agenda web page at the same time that the public records are distributed or made available to the legislative body. Santa Clara Valley Water District will make reasonable efforts to accommodate persons with disabilities wishing to participate in the legislative body's meeting. Please advise the Clerk of the Board Office of any special needs by calling (408) 630-2277.

MELANIE RICHARDSON
Interim Chief Executive Officer

CANDICE KWOK-SMITH
Clerk, Board of the Directors
(408) 630-3193
www.valleywater.org

Note: The finalized Board Agenda, exception items and supplemental items will be posted prior to the meeting in accordance with the Brown Act.

Santa Clara Valley Water District
Board of Directors

*AMENDED/APPENDED AGENDA

***ITEMS AMENDED AND/OR APPENDED SINCE THE ORIGINAL PUBLICATION OF THIS AGENDA ARE IDENTIFIED BY AN ASTERISK (*) HEREIN**

Tuesday, June 9, 2026	**11:00 AM**	**HQ. Bldg. Boardroom, 5700 Almaden Expressway, San Jose, California Join Zoom Meeting: https://valleywater.zoom.us/j/84454515597**

IMPORTANT NOTICES AND PARTICIPATION INSTRUCTIONS

Santa Clara Valley Water District (Valley Water) Board of Directors/Board Committee meetings are held as hybrid meetings, conducted in-person as well as by telecommunication, and are compliant with the provisions of the Ralph M. Brown Act.

To maximize public safety while maintaining transparency and public access, members of the public have the option to participate via teleconference/video conference or attend in person. To participate in the meeting via teleconference/video conference, please refer to the meeting link located at the top of the agenda. If attending in-person, you are required to comply with Ordinance 22-03 - AN ORDINANCE OF THE SANTA CLARA VALLEY WATER DISTRICT SPECIFYING RULES OF DECORUM FOR PARTICIPATION IN BOARD AND COMMITTEE MEETINGS located at https://s3.us-west-2.amazonaws.com/valleywater.org.if-us-west-2/f2-live/s3fs-public/Ord.pdf

In accordance with the requirements of Gov. Code Section 54954.3(a), members of the public wishing to address the Board/Committee during public comment or on any item listed on the agenda, may do so by filling out a Speaker Card and submitting it to the Clerk or using the "Raise Hand" tool located in the Zoom meeting application to identify yourself in order to speak, at the time the item is called. Speakers will be acknowledged by the Board/Committee Chair in the order that requests are received and granted speaking access to address the Board. Written comments on any item on the agenda may be submitted to clerkoftheboard@valleywater.org or board@valleywater.org.

- Members of the Public may test their connection to Zoom Meetings at: https://zoom.us/test
- Members of the Public are encouraged to review our overview on joining Valley Water Board Meetings at: https://www.youtube.com/watch?v=TojJpYCxXm0

Valley Water, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access and/or participate in Valley Water Board of Directors/Board Committee meetings to please contact the Clerk of the Board's office at (408) 630-2277, at least 3 business days before the scheduled meeting to ensure that Valley Water may assist you.

This agenda has been prepared as required by the applicable laws of the State of California, including but not limited to, Government Code Sections 54950 et. seq., and has not been prepared with a view to informing an investment decision in any of Valley Water's bonds, notes, or other obligations. Any projections, plans, or other forward-looking statements included in the information on this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of Valley Water's bonds, notes or other obligations and investors and potential investors should rely only on information filed by Valley Water on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities

disclosures and Valley Water's Investor Relations website, maintained on the World Wide Web at https://emma.msrb.org/ and https://www.valleywater.org/how-we-operate/financebudget/investor-relations, respectively.

Under the Brown Act, members of the public are not required to provide identifying information in order to attend public meetings. Through the link below, the Zoom webinar program requests entry of a name and email address, and Valley Water is unable to modify this requirement. Members of the public not wishing to provide such identifying information are encouraged to enter "Anonymous" or some other reference under name and to enter a fictional email address (e.g., attendee@valleywater.org) in lieu of their actual address. Inputting such values will not impact your ability to access the meeting through Zoom.

Join Zoom Meeting:
https://valleywater.zoom.us/j/84454515597
Meeting ID: 844 5451 5597
Join by Phone:
1 (669) 900-9128, 84454515597#

1. CALL TO ORDER/ROLL CALL:

1.1. Roll Call.

2. 11:00 AM - CLOSED SESSION:

Notice to the Public: The Board of Directors meets in Closed Session in accordance with the Ralph M. Brown Act. Following the conclusion of Closed Session discussion, the Board will return for the remaining items on the regular meeting agenda.

*2.1. CLOSED SESSION — 26-0542
CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant Exposure to litigation pursuant to Government Code section 54956.9(d)(2): One Potential Case

*2.2. CLOSED SESSION — 26-0543
CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant Exposure to litigation pursuant to Government Code section 54956.9(d)(2): Four Potential cases

*2.3. CLOSED SESSION — 26-0547
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Titles: District Counsel

*2.4. CLOSED SESSION — 26-0548
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Titles: Clerk of the Board

*2.5. CLOSED SESSION — 26-0540
PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code Section 54957(b)(1)

Title: Chief Executive Officer
(*Previously Listed as Item 2.3)

*2.6. CLOSED SESSION 26-0541
PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code Section 54957(b)(1)
Title: District Counsel
(*Previously Listed as Item 2.4)

*2.7. CLOSED SESSION 26-0528
CONFERENCE WITH LEGAL COUNSEL, INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4)
One Potential Case
(Continued from May 26, 2026) (*Previously Listed as Item 2.5)

*2.8. District Counsel Report on Closed Session. "(*Previously Listed as Item 2.6)

3. 1:00 PM - TIME CERTAIN:

3.1. Pledge of Allegiance/National Anthem.

3.2. Orders of the Day.
A. Approximate Discussion Time (Board); and
B. Adjustments to the Order of Agenda Items.

3.3. Time Open for Public Comment on any Item not on the Agenda.
Notice to the public: Members of the public who wish to address the Board/Committee on matters not listed on the agenda may do so by completing a Speaker Card and submitting it to the Clerk, or by using the "Raise Hand" feature within the Zoom meeting application to request recognition. Speakers will be acknowledged by the Board/Committee Chair in the order requests are received and, when recognized, will be granted speaking access to address the Board/Committee.

Public comments shall be limited to three (3) minutes per speaker, or such other time as determined by the Chair. State law does not permit the Board/Committee to take action on, or engage in extended discussion of, any item not appearing on the posted agenda, except as otherwise authorized under applicable law. If Board/Committee action is requested, the matter may be scheduled for consideration at a future meeting.

All public comments requiring a response will be referred to staff for a written reply. The Board/Committee may take action on any item of business appearing on the posted agenda.

3.4. Recognition of the Watersheds Operations and Maintenance Division.

*3.5. Conduct a Public Hearing on the 2025 Urban Water Management Plan and Water Shortage Contingency Plan. 26-0456

Recommendation:
A. Open and conduct the public hearing on the Draft 2025 Urban Water Management Plan and Water Shortage Contingency Plan; and
B. Close the Public Hearing.

Manager: Kirsten Struve, 408-630-3138

Attachments: Attachment 1: Draft Urban Water Management Plan
Attachment 2: Draft Water Shortage Contingency Plan
Attachment 3: PowerPoint
*Handout 3.5-A: Sierra Club Letter

Est. Staff Time: 20 Minutes.

3.6. Adoption of 2025 Urban Water Management Plan and Water Shortage Contingency Plan. 26-0483

Recommendation:
A. Adopt the Resolution ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN; and
B. Adopt the Resolution ADOPTING THE WATER SHORTAGE CONTINGENCY PLAN.

Manager: Kirsten Struve, 408-630-3138

Attachments: Attachment 1: Resolution, 2025 Urban Water Management Plan
Attachment 2: Resolution, Water Shortage Contingency Plan

Est. Staff Time: 5 Minutes.

REGULAR AGENDA:

4. CONSENT CALENDAR: (4.1 - *4.8) (Est. Time: 5 Minutes)

Notice to the public: There is no separate discussion of individual consent calendar items. Recommended actions are voted on in one motion. If an item is approved on the consent vote, the specific action recommended by staff is adopted. Items listed in this section of the agenda are considered to be routine by the Board, or delegated to the Board Appointed Officers (BAOs) yet required by law or contract to be Board approved (EL-7.10). Any item may be removed for separate consideration at the request of a Board member. Whenever a resolution is on the consent calendar, a roll call vote will be taken on the entire calendar. Members of the public wishing to address the Board on any consent items may do so by filling out a Speaker Card and submitting it to the Clerk or using the "Raise Hand" tool located in the Zoom meeting application to identify themselves to speak.

4.1. Adopt a Resolution Requesting and Consenting to Consolidation of Election for November 3, 2026, and Requesting Consolidation and Performance of Services from the County of Santa Clara Registrar of Voters. 26-0322

Recommendation: Adopt the Resolution CALLING A GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, AND REQUESTING CONSOLIDATION AND PERFORMANCE OF SERVICES FROM THE COUNTY OF SANTA CLARA REGISTRAR OF VOTERS.

Manager: Candice Kwok-Smith, 408-630-3193

Attachments: Attachment 1: Resolution
Attachment 2: Abbreviated Calendar

4.2. Adopt a Resolution Establishing Appropriations Limit for Fiscal Year 2026-27. 26-0481

Recommendation:
A. Select the cost-of-living factor to establish the Santa Clara Valley Water District's Appropriations Limit; and
B. Adopt the Resolution ESTABLISHING APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026-27.

Manager: Darin Taylor, 408-630-3068

Attachments: Attachment 1: Resolution

4.3. Review and Adopt "Reasonable Efforts" to Comply with Senate Bill 707 to Invite Groups that Do Not Traditionally Participate in Public Meetings to Attend Those Meetings. 26-0508

Recommendation: Adopt staff's recommended reasonable efforts to invite groups that do not traditionally participate in public meetings to attend Valley Water public meetings, to comply with California State Senate Bill 707.

Manager: Rachael Gibson, 408-630-2884

4.4. Approve Reappointments to the Renewed Safe, Clean Water and Natural Flood Protection Program Independent Monitoring Committee. 26-0462

Recommendation: Consider and approve reappointments to the Renewed Safe, Clean Water and Natural Flood Protection Program Independent Monitoring Committee.

Manager: Wendy Ho, 408-630-3874

Attachments: Attachment 1: SCVWD Resolution 21-10

4.5. Approve Reappointments for a Two-Year Term to the Environmental and Water Resources Committee. 26-0491

Recommendation: Consider and approve reappointments for a two-year term to the Environmental and Water Resources Committee.

Manager: Wendy Ho, 408-630-3874

Attachments: Attachment 1: SCVWD Resolution No. 17-75

4.6. Accept the Work as Complete and Direct the Clerk to File the Notice of Completion of Contract and Acceptance of Work for the Security Upgrades and Enhancements Project, Swinerton Builders, Contractor, Project No. 60204022, Contract No. C0713 for Coyote Pumping Plant (Morgan Hill, District 1), Santa Teresa Water Treatment Plant (San Jose, District 7), Winfield Complex (San Jose, District 4), Headquarters Corporate Yard (San Jose, District 4), and Silicon Valley Advanced Water Purification Center (San Jose, District 3). 26-0286

Recommendation:
A. Accept the work on the Security Upgrades and Enhancements Project, Project No. 60204022, Contract No. C0713 as complete; and
B. Direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work and submit for recording to the Santa Clara County Clerk-Recorder.

Manager: Tony Ndah, 408-630-2208

Attachments: Attachment 1: Notice of Completion and Acceptance of Work
Attachment 2: Construction Contract Acceptance
Attachment 3: Project Completion Letter
Attachment 4: Construction Photos
Attachment 5: Project Delivery Process Chart

*4.7. Approval of Minutes from May 12, 2026. 26-0092

Recommendation: Approve the minutes from May 12, 2026.

Manager: Candice Kwok-Smith, 408-630-3193

Attachments: Attachment 1: 05/12/2026 Meeting Minutes

*4.8. Accept the CEO Bulletin for the Weeks of May 22, 2026, through June 4, 2026. 26-0525

Recommendation: Accept the CEO Bulletin.

Manager: Melanie Richardson, 408-630-2017

Attachments: Attachment 1: 06042026 CEO Bulletin

5. BOARD OF DIRECTORS:

*5.1. Board Committee Reports. 26-0526

Attachments:
*Handout 5.1-A: 03162026 CIP Summary
*Handout 5.1-B: 04012026 JWRC Summary
*Handout 5.1-C: 04202026 CIP Summary
*Handout 5.1-D: 04242026 ECCC Summary
*Handout 5.1-E: 05192026 BPMC Summary
*Handout 5.1-F: 06082026 WSDMC Special Meeting Agenda

Est. Staff Time: 5 Minutes.

*5.2. *Adopt a Resolution Appointing and Providing for the Compensation of the Interim District Counsel, Effective June 9, 2026, Until a New Permanent Incumbent is Appointed Through a Competitive Recruitment Process. 26-0545

Recommendation: *Adopt the Resolution APPOINTING THE INTERIM DISTRICT COUNSEL, AN UNCLASSIFIED EMPLOYEE, APPOINTED BY THE BOARD OF DIRECTORS OF THE SANTA CLARA VALLEY WATER DISTRICT AND APPROVING THE COMPENSATION AMOUNT.

Manager: Patrice McElroy, 408-630-3159

Attachments:
*Original Board Agenda Memo
*Supplemental Board Agenda Memo
*Supplemental Attachment 1: Resolution

Est. Staff Time: 5 Minutes.

*5.3. Consider the May 19, 2026, Board Policy and Monitoring Committee Recommendation to Approve the Technology Disruption Policy for Board Meetings. 26-0482

Recommendation: Consider the May 19, 2026, Board Policy and Monitoring Committee Recommendation to Approve a new policy GP-12.4, Technology Disruption Policy for Board Meetings.

Manager: Candice Kwok-Smith, 408-630-3193

Attachments: Attachment 1: Draft GP-12.4

Est. Staff Time: 5 Minutes.

6. WATER UTILITY ENTERPRISE:

6.1. Receive Report of Bids, Ratify Addenda, Approve the Contingency Fund, and Award the Construction Contract to Con-Quest Contractors Inc. for the Penitencia Delivery and Force Main Inspection and Rehabilitation Project, Project No.95084005, Contract No. C0727 in the Sum of $6,591,000 (San Jose, District 3). 26-0436

Recommendation:
A. Ratify Addenda No(s). 1 and 2 to the Contract Documents for Penitencia Delivery and Force Main Inspection and Rehabilitation Project;
B. Award the Construction Contract to Con-Quest Contractors Inc, located in Burlingame, CA, in the sum of $6,591,000; and
C. Approve a contingency sum of $988,650 and authorize the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Manager: Emmanuel Aryee, 408-630-3074

Attachments: Attachment 1: Project Delivery Process Chart
Attachment 2: Project Overview Map

Est. Staff Time: 5 Minutes.

*6.2. Approve the Agreement A5779A with AECOM Technical Services, Inc., for Design Consultant Services for the Pure Water Silicon Valley Demonstration Facility Project, Project No. 91294001, PB File No. VW0473, for a Total Not-To-Exceed Fee of $4,499,917. 26-0453

Recommendation: Approve the Agreement A5779A with AECOM Technical Services, Inc., for Design Consultant Services for the Pure Water Silicon Valley Demonstration Facility Project, Project No. 91294001, PB File No. VW0473, for a total not-to-exceed fee of $4,499,917.

Manager: Kirsten Struve, 408-630-3138

Attachments: Attachment A: Gov. Code § 84308
Attachment 1: Agreement
Attachment 2: Table
*Handout 6.2-A: Final Agreement

Est. Staff Time: 5 Minutes.

7. WATERSHEDS:

8. ASSISTANT CHIEF EXECUTIVE OFFICER:

8.1. 5-Year Implementation Plan for Fiscal Years 2027-2031 for the Safe, Clean Water and Natural Flood Protection Program. 26-0368

Recommendation:

A. Approve the proposed key performance indicator (KPI) adjustments to two projects in the Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program);
B. Approve the proposed text adjustment to specific projects in the Safe, Clean Water Program;
C. Approve the Safe, Clean Water Program's 5-Year Implementation Plan for Fiscal Years 2027-2032 (5-Year Plan or Plan); and
D. Authorize staff to update the 5-Year Plan following the close of FY26 and the availability of audited financials.

Manager: Luz Penilla, 408-630-2228

Attachments: Attachment 1: 5-Year Implementation Plan
Attachment 2: IMC Notes for 5-Year Implementation Plan
Attachment 3: Recommended Adjustments
Attachment 4: PowerPoint

Est. Staff Time: 15 Minutes.

9. EXTERNAL AFFAIRS:

10. CHIEF EXECUTIVE OFFICER:

*10.1. CEO and Chiefs' Reports. 26-0527

Attachments: *Handout 10.1-A: OCE Monthly Update
*Handout 10.1-B: OGR May Summary

Est. Staff Time: 5 Minutes.

11. ADMINISTRATION:

12. DISTRICT COUNSEL:

13. BOARD POLICY PLANNING CALENDAR/PROPOSED FUTURE BOARD AGENDA ITEMS:

*13.1. Review the Fiscal Year 2026 Board Policy Planning Calendar. 26-0003

Recommendation: Review the Fiscal Year 2026 Board Policy Planning Calendar.

Manager: Candice Kwok-Smith, 408-630-3139

Attachments: Attachment 1: FY26 Board Calendar

Est. Staff Time: 5 Minutes.

14. BOARD MEMBER REPORTS/ANNOUNCEMENTS:

15. CLERK REVIEW AND CLARIFICATION OF BOARD REQUESTS:

16. ADJOURN:

16.1 The Board will convene for the next Regular meeting at 1:00 p.m. on Tuesday, June 23, 2026, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, California, and via Zoom teleconference.

Santa Clara Valley Water District

File No.: 26-0542

Agenda Date: 6/9/2026
Item No.: *2.1.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant Exposure to litigation pursuant to Government Code section 54956.9(d)(2): One Potential Case

Santa Clara Valley Water District

File No.: 26-0543

Agenda Date: 6/9/2026
Item No.: *2.2.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant Exposure to litigation pursuant to Government Code section 54956.9(d)(2): Four Potential cases

Santa Clara Valley Water District

File No.: 26-0547

Agenda Date: 6/9/2026
Item No.: *2.3.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Titles: District Counsel

Santa Clara Valley Water District

File No.: 26-0548

Agenda Date: 6/9/2026
Item No.: *2.4.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Titles: Clerk of the Board

Santa Clara Valley Water District

File No.: 26-0540

Agenda Date: 6/9/2026
Item No.: *2.5.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code Section 54957(b)(1)
Title: Chief Executive Officer
(*Previously Listed as Item 2.3)

Santa Clara Valley Water District

File No.: 26-0541

Agenda Date: 6/9/2026
Item No.: *2.6.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code Section 54957(b)(1)
Title: District Counsel
(*Previously Listed as Item 2.4)

Santa Clara Valley Water District

File No.: 26-0528

Agenda Date: 6/9/2026
Item No.: *2.7.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL, INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4)
One Potential Case
(Continued from May 26, 2026) (*Previously Listed as Item 2.5)

File No.: 26-0456

Agenda Date: 6/9/2026
Item No.: *3.5.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
Conduct a Public Hearing on the 2025 Urban Water Management Plan and Water Shortage Contingency Plan.

RECOMMENDATION:

A. Open and conduct the public hearing on the Draft 2025 Urban Water Management Plan and Water Shortage Contingency Plan; and
B. Close the Public Hearing.

SUMMARY:
Every five years, urban water suppliers in California are required by State law to prepare an Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP). Santa Clara Valley Water District (Valley Water) meets the definition of an urban water wholesaler and has prepared its 2025 UWMP and WSCP update. Valley Water's 2025 UWMP documents current and projected water supplies and demands over the next 25 years during normal and drought years, as well as conservation efforts to reduce long-term water demand. The plan provides an overall picture of current and future water conditions and management in Santa Clara County (County). The WSCP establishes Valley Water's actions and procedures for addressing water shortages due to droughts and other emergencies. The UWMP and WSCP are required to be submitted to the California Department of Water Resources (DWR) by July 1, 2026.

Valley Water's 2025 UWMP and WSCP were prepared consistent with the Urban Water Management Planning Act, California Water Code Sections 10610 through 10656, and in accordance with DWR guidelines. Key elements of the UWMP include Valley Water's system, demand projections, existing and future water supply, water supply reliability and drought risk assessment, water shortage contingency planning, and water conservation and demand management programs. In addition, the plan includes an appendix on reduced reliance on the Sacramento-San Joaquin Delta (Delta), consistent with the Delta Plan.

Water Demand Projections
The 2025 UWMP includes current and projected water use in five-year increments from 2025 to 2050. The water use in 2025 was 283,000 acre-feet per year (AFY). For future demand, Valley Water

recently completed its Water Supply Master Plan (WSMP) 2050 with two demand projections. The stable demand from the WSMP 2050 was used for this UWMP, which is projected to stay at 330,000 AFY from 2030 through 2050 and assumes meeting long-term water conservation goals. Using the WSMP 2050 demand ensures consistency between Valley Water's long-range plans. Valley Water's projected countywide demands are within 1-6% of the combined demand estimates by retailers for the planning period, eleven of them must also complete UWMPs.

Existing and Planned Water Supply
Valley Water maintains diverse water supply sources to meet countywide demands, including local surface water and groundwater, imported water, and recycled water. Water conservation is also an important part of Valley Water's water resources management to improve water supply reliability. Future supply estimates for this UWMP are based on the WSMP 2050 recommended projects and projected imported water from DWR modeling. With the recommended future projects including Direct Potable Reuse, Delta Conveyance Project, B. F. Sisk Dam Raise, Groundwater Banking, and South County Recharge, Valley Water's available supplies are projected to increase over time.

Water Supply Reliability
Based on Valley Water's existing and planned sources of supply, Valley Water will be able to meet countywide demands through 2050 under normal and single dry year conditions for all demand years. Under five consecutive dry year conditions, Valley Water's diverse water supplies are sufficient to meet demands for most of the planning period, with less than 10% of supply gaps in the last two years of the modeled drought in some years. The supply gaps are within Valley Water's level of service goal and will be addressed through the combination of supply augmentation from water transfers and exchanges and water use reductions.

If a prolonged drought were to occur in the next five years, the Drought Risk Assessment indicates that Valley Water will be able to meet countywide demands for the first three years of the drought with a combination of local and imported surface water, groundwater, banked supplies in Semitropic storage, and imported water transfer purchases. During the last two years of this drought, Valley Water would expect to experience a supply gap of 14,600 AF in 2029 and 25,000 AF in 2030, which would be addressed through supply augmentation and call for short-term water use reduction.

Water Shortage Contingency Plan
Valley Water's WSCP establishes actions and procedures for managing water supplies and demands during water shortages due to droughts and other emergencies. For this update, Valley Water adopts the State-prescribed six standard shortage stages and defines actions associated with each stage. In the event of prolonged droughts or other emergency situations, Valley Water considers all available tools to maximize the use of available supplies in order to address potential shortage, including public education and community outreach, coordinating response among the County's municipalities and retailers, augmenting supplies from supplemental sources, calling for short-term water use reductions, and balancing demands for treatment plants and recharge facilities. The WSCP also summarizes planning for natural disasters, drought-related revenue impacts, and Valley Water's legal authority to respond to water shortages.

The WSCP was developed in accordance with 2025 UWMP Guidebook. Valley Water continuously

seeks to improve its water shortage planning efforts, which may be reflected in future refinements to this WSCP.

Demand Management Measures
Valley Water continues to be a leader in water conservation and has implemented a wide range of Demand Management Measures (DMMs) that help reduce water use. Valley Water's conservation programs include metering, public education and outreach, rebates for residential and commercial users, landscape rebates for lawn conversion, free water use audits and consultation, and many more. Collectively, conservation and stormwater capture accounted for about 87,000 AF of water savings in 2025 over a 1992 baseline. Valley Water has long-term conservation goals to achieve 99,000 AFY in water savings by 2030, 110,000 AFY by 2040, and 126,000 AFY by 2050.

Reduced Reliance on the Delta
Starting from the 2020 UWMP update, DWR requires the suppliers receiving or planning to receive water from a covered action in the Delta to demonstrate their reduced reliance on the Delta. Valley Water is participating in proposed imported water projects and therefore falls under this requirement. Valley Water, with the support of all its retailers, has made significant investments in demand management and local supplies to increase regional self-reliance and reduce the county's reliance on the Delta. These investments include conservation and demand management; recycled and purified water; seismic retrofits of local reservoirs; and regional collaborations. With these past efforts and planned investments and water conservation goals recommended in the WSMP, water supply analysis estimates that Valley Water has reduced its reliance on imported water supplies from the Delta by 5.1% in 2015 from the 2010 baseline, and is expected to reduce the reliance by 13.7% in 2050, consistent with the Delta Plan, WR P1.

Coordination and Outreach
The 2025 UWMP was prepared in coordination with the 13 major water retailers in Santa Clara County. Throughout the development of the plan, Valley Water communicated with retailers on issues related to demand and supply projections, reduced reliance on the Delta, reliability analyses, and the WSCP. Staff provided updates to the retailer water supply subcommittee and the Water Supply and Demand Management Committee. In addition, all cities within Santa Clara County, retailers, the County, San Francisco Public Utilities Commission, and Bay Area Water Conservation and Supply Agency were notified at least 60 days prior to the public hearing of Valley Water's efforts on updating its UWMP and WSCP. Valley Water provided the retailers with the draft UWMP and WSCP for review. The draft plans were presented to the Water Supply and Demand Management Committee in June and were available for public review from May 6 to June 9, 2026. The notice of the public hearing and release of the draft plans were published in local newspapers in May, emailed to retailers and local agencies, and sent via newsletter to interested parties.

ENVIRONMENTAL JUSTICE IMPACT:
The Urban Water Management Plan addresses water supply equity by ensuring a cost-effective, high-quality supply is available for all of Santa Clara County, including disadvantaged communities.

FINANCIAL IMPACT:
There is no financial impact associated with this item.

CEQA:
CEQA does not apply to the preparation and adoption of UWMPs (California Water Code Section 10652).

ATTACHMENTS:
Attachment 1: Draft Urban Water Management Plan
Attachment 2: Draft Water Shortage Contingency Plan
Attachment 3: PowerPoint
*Handout 3.5-A: Sierra Club Letter

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Valley Water

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Urban Water Management Plan

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Water Shortage Contingency Plan

June 2026

WATER SHORTAGE CONTINGENCY PLAN

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WATER SHORTAGE CONTINGENCY PLAN

In compliance with California Water Code (CWC) Section 10632, Santa Clara Valley Water District (Valley Water) developed this Water Shortage Contingency Plan (WSCP) as part of its Urban Water Management Plan (UWMP). The WSCP establishes Valley Water's actions and procedures for addressing water shortages due to droughts and other emergencies. This plan is part of contingency planning that improves preparedness for droughts and other impacts on water supplies. The WSCP utilizes applicable information from Valley Water's drought response plan to the extent practicable.

As a wholesale water agency, Valley Water developed this WSCP in accordance with CWC requirements for the wholesale agencies. This WSCP describes Valley Water's Annual Water Supply and Demand Assessment (Annual Assessment) procedures, response actions that align with the six standard water shortage levels, as well as planning for natural disasters. The WSCP also summarizes drought-related revenue impacts, and Valley Water's communication protocol and legal authority to respond to water shortages. Where applicable, Valley Water's actions during the recent 2020-2022 drought are summarized for reference.

The WSCP was developed in consistence with Valley Water's water shortage management objectives:

- To minimize the economic, social, and environmental hardship to the community caused by water shortages.
- To establish water use reduction targets and work closely with retailers and cities in developing efficient and effective demand reduction measures during water shortages that concentrate on eliminating non-essential uses first.
- To maintain and safeguard essential water supplies for public health and safety needs, including during acute catastrophic events.

Valley Water's WSCP is included as Appendix E to its 2025 UWMP. However, this WSCP is created separately from Valley Water's 2025 UWMP and can be amended, as needed, without amending the UWMP.

SECTION 1. WATER SUPPLY RELIABILITY ASSESMENT

Valley Water manages a complex and integrated water system to meet existing and future needs of Santa Clara County. Valley Water has access to several supply sources including imported water, local surface water, groundwater, and recycled water. Valley Water's supply sources are highly integrated to provide flexibility in the raw water system for its overall conjunctive use strategy. Valley Water's basic water supply strategy to compensate for supply variability is to store excess wet year supplies in the groundwater subbasins, local reservoirs, San Luis Reservoir, and Semitropic Groundwater Bank, then to draw on these stored supplies during dry years to help meet demands.

As part of the 2025 UWMP, Valley Water completed its water supply reliability assessment for the next 25 years. The assessment indicates that with Valley Water's existing and planned sources of supply as well as continued investment in demand management, Valley Water will be able to meet countywide demands through 2050 under normal and single dry year conditions for

all demand years. Under five consecutive dry year conditions, Valley Water's diverse water supplies are sufficient to meet demands for most of the planning period, with less than 10% of supply gaps in the last two years of the modeled drought in some years. The supply gaps are within Valley Water's level of service goal, which is to meet 100% demand during normal years and at least 80% demand during droughts. Those gaps will be addressed through the combination of supply augmentation from transfer and exchange and water use reductions.

In addition, Valley Water also conducted a Drought Risk Assessment for a near-term five-year drought per CWC requirements. The Drought Risk Assessment indicates that if a five-year drought were to occur under existing conditions, Valley Water's existing supply is sufficient to meet expected demands for the first three years. During the last two years of this near-term drought, however, estimates of projected water supply and use reveal that there could be a possible shortfall of 14,600 acre-feet (AF) in 2029 and 25,000 AF in 2030. These shortfalls are largely attributed to assumed low imported water supply as occurred during the two most recent severe droughts in the last 10 years. If such shortfalls were to happen, Valley Water will implement the WSCP actions including calling for water use reduction and augmenting supplies with supplemental sources such as water transfers and exchanges, to meet potential shortage. See Chapter 7 of Valley Water's UWMP for details of the water service reliability assessment in various year types and the Drought Risk Assessment.

Valley Water maintains diverse water supply sources to meet countywide demands. Hydrologic variability, climate change, and environmental regulations can have a significant impact on Valley Water's water supply sources. Surface water, both imported and local, is subject to hydrologic variability and environmental regulations. Groundwater supply is largely constrained by hydrologic variability, operational storage capacity, and groundwater quality. Climate change may impact both surface water and groundwater. Future recycled and purified water deliveries could be impacted by infrastructure capacity and availability of recycled water. Hydrologic variability, various climate change scenarios, and regulatory risk are incorporated in Valley Water's long-range planning including this plan. The findings from both the water service reliability assessment and the Drought Risk Assessment demonstrate that Valley Water is able to mitigate these challenges through a combination of conjunctive management of its water system, past and planned investment in supply and storage projects, as well as water conservation and demand management.

SECTION 2. ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES

Beginning in 2022, Valley Water has submitted the Annual Assessment by July 1 each year in compliance with CWC Section 10632.1. The Annual Assessment is a near-term water supply reliability analysis that determines whether a water shortage may occur for next year and any shortage stage response actions in addressing any perceived shortage.

The Annual Assessment is based on Valley Water's long-established water supply operations planning that is an ongoing process throughout the year. The operations planning involves assessing water supply and demand to evaluate water service reliability for the current year and a broad range of hydrologic conditions for next year. These analyses are used to guide Valley Water's operation and water resources management within its service area to meet demands and adjust to changing conditions throughout the year.

2.1 Steps and Timeline of Annual Operations Planning

Annual water supply operations planning begins each September for the upcoming year and considers water year scenarios that span from wet to very dry. Operations planning serves as the basis for daily operational decisions consistent with the annual strategy to manage water supplies and reserves. The elements of annual water supply operations planning is depicted in Figure 1.

Figure 1. Annual Water Operations Planning

Water supply operations planning is dynamic, and information on rainfall data, imported water allocations, water supply projections, availability of supplemental supplies, and facility capacities are updated at least monthly to reflect current conditions. The projection of water supplies through the end of the year is based on assumed median conditions (50% exceedance), dry conditions (90% exceedance), and in some cases, critically dry conditions (99% exceedance). As assumptions and projections are updated throughout the year, Valley Water continues to update its end-of-year groundwater storage projections.

The state of the groundwater basins is reported monthly through a Groundwater Conditions Report (https://www.valleywater.org/your-water/where-your-water-comes-from/groundwater/groundwater-monitoring) and Water Tracker (https://www.valleywater.org/your-water/water-supply-planning/monthly-water-tracker). The Groundwater Conditions Report and Water Tracker contain a description and quantification of available water supplies including local reservoirs, imported water, treated water, recycled water, conserved water, and groundwater data, such as recent managed recharge, pumping, and storage trends. The annual water supply

operations planning process together with the monthly reports are how Valley Water tracks and reports its annual water supply, demands, and overall water supply reliability.

Staff provides the Valley Water Board of Directors (Board) updates on available water supplies, groundwater storage projections, and water demand projections as needed throughout the year and at least once a year, typically in April. Updates are also provided to Valley Water's retailer committee and subcommittee at least quarterly. By June, Valley Water staff takes information and analysis from the operation planning for current year and subsequent dry year to complete the Annual Assessment. The Annual Assessment will include a recommendation if WSCP actions are needed.

Through its long-term practice, Valley Water has determined that projected end-of-year groundwater storage as well as surface water availability serve as the best indicators of potential water shortages and early warning signal, therefore Valley Water uses them to determine a potential water supply shortage. The recommendation on WSCP actions will be based on the water storage stages presented in Section 3. The Annual Assessment will be brought to the Board for their information as part of the regular water supply update. If WSCP actions are recommended based on shortage stages, the Board will be asked to decide on taking water shortage actions. The Annual Assessment will then be provided to the State by July 1. Figure 2 provides general timeline and the decision-making process.

Figure 2. Annual Assessment Decision-Making Process

After the Annual Assessment determination is done, the operation planning will continue throughout the year to monitor emerging supply and demand conditions and guide system operations, and response actions in the event of a water shortage or emergencies.

2.2 Demand Projection

The Annual Assessment is required to use unconstrained demand, which is defined as

expected water use before any projected shortage response actions may be taken, while considering impacts associated with factors such as weather and anticipated growth. To calculate unconstrained demand, Valley Water uses the best available information to date, typically including the previous year's demands as well as consideration of current water use patterns and other factors impacting demands. This data-driven approach ensures that demand projections reflect both recent conditions and expected near-term trends under baseline conditions, without the influence of conservation mandates that may be implemented during water shortage conditions or supply restrictions.

Valley Water begins the estimation by gathering detailed demand data from its water retailers. Valley Water retailers submit their three-year demand forecasts for treated water within their contracts by October 15th, which serve as the foundation for demand forecasting. Valley Water also collects information on retailer demand for supplies from the San Francisco Public Utilities Commission (SFPUC), based on projected wholesale deliveries to SFPUC customers in Santa Clara County. In addition, demands for groundwater and recycled water are estimated from previous year and historical patterns. The demand projection also considers additional factors, such as historical demand trends, weather patterns, and ongoing water conservation program implementation.

2.3 Supply Assessment

Water supply operations planning considers all of Valley Water's water supply system and sources, including imported water (deliveries, banking, sales, transfers, exchanges, carry-over), local surface water reservoirs, local water supply diversions, groundwater recharge systems, groundwater storage, and recycled water. It also includes SFPUC supply to eight Valley Water retailers. A summary of available water resources is provided in Table 1. Chapter 6 of the UWMP provides more information on each of Valley Water's sources of supply.

Table 1. Water Supply Sources

Source	Description
Central Valley Project (CVP)	Contract for 152,500 acre-feet per year (AFY). Actual allocations are typically only a portion of the full contract amount and are based on availability of water supplies after meeting regulations to protect the environment, water quality, and other factors.
State Water Project (SWP)	Contract for 100,000 AFY. Actual allocations are typically only a portion of the full contract amount and are based on availability of water supplies after meeting regulations to protect the environment, water quality, and other factors.
Local Surface Water	Valley Water has water rights to capture and use up to 223,000 AFY at its reservoirs and percolation pond diversion structures. Currently, 53,000 AFY are used for water supply on average. This is expected to increase to an average of 83,000 AFY by 2040. The total volume used depends on rainfall and demands.
Local Reservoirs	Valley Water operates 10 reservoirs in the County with a total (unrestricted) storage capacity of approximately 166,000 AF that capture runoff from the watershed for release through the year to recharge the groundwater basins. However, several Valley Water reservoirs are operating under mandatory

	seismic restrictions and at present, Valley Water has only a total of 62,996 AF of storage available for storing water in all of its reservoirs. Water captured at a few reservoirs can also be sent to Valley Water's water treatment plants. Valley Water's largest reservoir, Anderson Dam (89,000 AF), is currently undergoing a seismic retrofit and is not able to provide storage. Valley Water expects the retrofit project to be completed by 2035.
Natural Groundwater Recharge	Approximately 61,000 AF of precipitation and other natural flows are directly recharged to the groundwater basins in an average year. This amount varies with hydrologic conditions. Natural recharge differs from Valley Water's managed recharge program where precipitation is captured in reservoirs and purposely released for recharge in ponds and along managed creeks.
Groundwater Storage	As the County's Groundwater Sustainability Agency, Valley Water manages the Santa Clara and Llagas subbasins and strives to maintain adequate storage in wet and average years to ensure water supply reliability during dry periods or shortages. The estimated operational storage capacity of these groundwater subbasins is 548,000 AF.
Semitropic Groundwater Bank	Valley Water has invested in 350,000 AF of out-of-county water storage capacity in Semitropic Groundwater Bank. Water is delivered to the groundwater bank when surplus supplies are available and withdrawn when supplies are limited. Valley Water's contract allows withdrawals between approximately 31,000 to 78,000 AF of banked water per year, depending on SWP allocation (larger withdrawals are permitted during larger allocation years).
Recycled Water	Recycled water is produced by the County's four wastewater treatment plants for various non-drinking water (non-potable) purposes. In addition, Valley Water provides advanced treated purified water to South Bay Water Recycling to improve the quality of the non-potable supply. Recycled water use is projected to increase from approximately 15,000 AFY in 2025 to approximately 28,000 AFY by 2050.
SFPUC	SFPUC's Regional Water System provides water to some cities in the northern part of the County. On average about 55,000 AF is delivered to the County each year.

Many factors and events affect water supply availability in any given year. To evaluate water supply conditions each year, Valley Water uses information on anticipated CVP and SWP allocations for imported supply, precipitation in local watersheds to estimate reservoir inflow and natural groundwater recharge, and groundwater storage for groundwater availability. In addition, the determination of projected available water supply also considers supplies from SFPUC, carryover storage, and out-of-county storage.

2.4 Infrastructure Considerations

The Annual Assessment incorporates any infrastructure considerations that may impact system operations and water supply reliability, including planned facility outages due to maintenance or upgrades, construction of capital improvement projects, and adding new supplies. Throughout each year and based on its Asset Management programs, Valley Water carries out regular maintenance and upgrades of its facilities. The associated shutdowns are planned and

coordinated within Valley Water's business areas and reflected in the operations planning and the Annual Assessment. Because of operational flexibility of Valley Water's interconnected water system, Valley Water is able to continue its water service with planned disruptions.

In addition, seismic risk assessment is discussed in Section 4.5. In the event of an infrastructure issue that may impact Valley Water's capability to convey, treat, or distribute water during the current year, the issue would be documented and its impact reflected in the Annual Assessment and its operations.

SECTION 3. SHORTAGE LEVELS

Pursuant to California Water Code Section 10632(a)(3), the WSCP must include six standard water shortage levels that correspond to progressively increasing ranges of shortage conditions of up to 10%, 20%, 30%, 40%, and 50% shortages and greater than 50% shortage compared to the normal reliability condition (Table 2). As outlined in Section 2.1, Valley Water's shortage levels are determined based on projected end-of-year groundwater storage and surface water (imported and local) availability. The shortage stages also include catastrophic interruption of water supplies due to earthquakes and other emergency events.

Table 2. Six Standard Shortage Stages

Shortage Stage	Stage Title	Water Shortage
1	Alert	<=10%
2	Warning	10-20%
3	Severe	20 – 30%
4	Critical	30 - 40%
5	Extreme	40 - 50%
6	Emergency	>50%

- Stage 1 is the alert stage that is meant to warn the public that current water use is tapping groundwater reserves. This stage is triggered when local groundwater and/or reservoir storage is projected to drop below normal stage and/or surface water supplies are reduced.
- Stage 2 is the warning stage. Shortage conditions continue to progress, requiring the initiation of drought response actions and close coordination with retailers and cities to encourage enacting of water use restrictions.
- Stage 3 is the severe stage. Shortage conditions are worsening, requiring close coordination with retailers and cities to encourage increase of enforcement activities.
- Stage 4 represents critical conditions. This is typically the most severe stage in a multi-year drought. This stage is triggered when groundwater storage and expected surface water deliveries are projected to fall below the lower threshold of Stage 3.

- Stage 5 and 6 are for extreme and emergency situations. These stages are meant to address an immediate crisis such as a major infrastructure failure when water supply may only be available to meet health and safety needs. Stage 5 or 6 can also be triggered in a deep drought when groundwater basin and reservoir storage levels are projected to be dangerously low.

The WSCP establishes procedures for shortage levels, the actual implementation of a water shortage level, however, needs to consider additional factors, including proactively declaring a shortage to allow time for behavior changes to achieve water use reduction, customer response to the current level, and available response actions.

SECTION 4. SHORTAGE RESPONSE ACTIONS

During droughts or shortages, Valley Water considers all available tools to minimize their impact. Valley Water's shortage response actions broadly fall into four categories – supply augmentation, demand reduction, operational changes, and mandatory prohibitions against specific water use practices. These actions are consistent with CWC's required reporting for the WSCP.

Valley Water's level of service goal is to meet 100% demand during normal years and at least 80% demand during droughts. Valley Water's drought response actions aim to achieve this service goal and minimize shortage impacts on the community. Based on lessons learned from the 2012-2016 and 2020-2022 droughts, Valley Water updated the actions that it may take in response to a declaration of a water shortage. Table 3 provides a summary of Valley Water's shortage response actions for each stage. Because each drought is different, it is important to keep flexibility within each drought stage for when to implement each drought response action. This allows Valley Water to identify and implement the actions that will provide the most benefit for the specific drought conditions. The determination of specific actions at each shortage level will be based on the evaluation of cost, timing, supply availability, storage conditions, and other factors.

Table 3. Water Shortage Response Actions

Stage	Water Shortage	Response Actions
1 – Alert	<=10%	• 0-10% from demand reduction • 0-10% met by Storage
2 – Warning	10-20%	• 0-20% from demand reduction • 0-20% met by Storage • Supply augmentation • Operational changes

3 – Severe	20-30%	• 0-20% from demand reduction • 0-30% met by Storage • Supply augmentation • Operational changes
4 – Critical	30-40%	• 0-20% from demand reduction • 0-40% met by Storage • Supply augmentation • Operational changes
5 – Extreme	40-50%	• ≥20% from demand reduction • 0-50% met by Storage • Supply augmentation • Operational changes
6 – Emergency	> 50%	• ≥20% from demand reduction • 0-50% met by Storage • Supply augmentation • Operational changes

4.1 Water Supply from Storage and Augmentation

Valley Water maintains high local groundwater storage in normal and wet years through a comprehensive managed recharge program and by providing treated water in lieu of groundwater pumping. Excess wet year water supplies are also stored in the Semitropic Groundwater Bank, and Valley Water can carryover imported supplies in some years in San Luis Reservoir. During a dry year, Valley Water can use these stored supplies without having to call on the public to reduce demands. During an extended drought, Valley Water would need to pursue additional water shortage actions. Valley Water uses a combination of options to bring in additional water supplies to support local demands, including:

- Recovery and import of Valley Water's supplies stored in groundwater banking and exchange programs.
- Use of existing multi-year agreements between Valley Water and other water agencies that provide options to call on pre-negotiated transfer/exchange water.
- Collaboration with water agencies that have available resources to develop and implement agreements for the transfer/exchange of water to Valley Water.
- Participation in pooled water transfer programs with other SWP and CVP contractors.

The quantities of water available through these options are variable and depend on hydrology, pumping capacity, environmental restrictions, and demands from other agencies. These

supplemental supplies help Valley Water mitigate the impact of droughts. During 2020-2022 drought, Valley Water received return water from the Semitropic Groundwater Bank and purchased approximately 100,000 AF of additional water supplies through transfers and exchanges. Valley Water also secured CVP Public Health and Safety water supplies. These supplemental supplies helped mitigate the impact of severely low imported water allocations and reduced storage in Valley Water's largest reservoir (Anderson) that was ordered to remain at deadpool.

4.2 Demand Reduction

When Valley Water's Board calls for water use reductions, cities and retailers consider implementing their WSCP actions to achieve the necessary water use reductions. Actions to achieve the desired shortage response may be different for each city/water retailer depending on their service area composition (commercial, industrial, residential) and source of water supplies. However, Valley Water makes efforts for drought response actions to be common to as many cities/water retailers as possible. This provides for more consistent implementation and messaging.

Reducing water consumption during a water shortage is generally achieved through increased education leading to behavioral changes (e.g., shutting off the water while brushing one's teeth) and water use restrictions (e.g., yard irrigation limited to specific days of the week). These water savings are considered short-term water use reductions and are distinct from long-term and on-going conservation programs described in Chapter 9 of Valley Water's UWMP.

The response to the 2020 to 2022 drought illustrates how Valley Water, cities, the County, and retailers coordinate to reduce water use during water shortages. On June 9, 2021, the Board adopted Valley Water Resolution 21-68 which declared a Water Shortage Emergency Condition pursuant to California Water Code §350 and called for mandatory water use reduction of 15% from 2019 water use. To address the emergency, Valley Water implemented several response actions, including expanding public outreach campaigns to promote conservation, working with water retailers and municipalities to implement water use restrictions, transforming a water waste educational program into a new water waste enforcement program, increasing conservation rebate rates, and developing new conservation programs, in addition to augmenting supplies by securing emergency supplies of imported water. To assist the retailers, cities, and the County achieve the water use reduction targets, Valley Water:

- Increased rebates for water-efficient landscape conversions.
- Deployed an online ordering system for conservation educational materials and high-efficiency plumbing equipment like showerheads.
- Passed a resolution to call for and enforce no more than 2 days of irrigation per week for ornamental lawns and prohibit excessive runoff, midday irrigation, and irrigation after rainfall.
- Increased staffing to support water conservation programs during a period of rapidly increasing interest from customers.
- Developed several multimedia water conservation outreach campaigns to promote water savings.

- Adopted the State's ban against watering CII non-functional turf.
- Encouraged participation in conservation programs through direct mail letters, including promoting water-efficient landscape conversions, irrigation hardware upgrades, graywater laundry to landscape systems, and certain commercial fixtures.
- Reduced the amount of treated water that it supplied to retailers.

Valley Water and retailers coordinated very closely during the drought, holding regular meetings and exchanging information on water supply conditions, operations, and actions/messaging to achieve water use reduction. All retailers took actions to implement water use reduction requirements, and many adopted a coordinated maximum two day per week watering schedule. Together these actions achieved a 7% demand reduction over this drought.

After the drought officially ended in early 2023, the Valley Water Board passed a Resolution calling for Conservation as a Way of Life in Santa Clara County to continue to promote water conservation. The Board also passed an ordinance which established a set of countywide permanent water waste prohibitions and enforcement procedures during drought and non-drought times.

The WSCP was developed in accordance with 2025 Urban Water Management Plan guidebook. It provides general guidance on recommended actions to address water supply shortages. Valley Water continuously seeks to improve its water shortage planning efforts, which may be reflected in future refinements to this WSCP. Under extraordinary circumstances and/or rapidly changing water supply conditions, Valley Water may need to undertake water conservation measures that are stricter than those set forth in this WSCP.

4.3 Operational Changes

Valley Water's extensive and integrated water supply system and diversified portfolio of water supplies provide operational flexibility and opportunities that can be leveraged during droughts. During shortage conditions, Valley Water may employ the following operational changes to minimize shortage:

- Determine operational modifications to minimize reservoir water quality degradation, as needed.
- Implement mandatory reductions in its contracts that deliver treated water to its retailers.
- Increase monitoring of groundwater levels to reduce subsidence potential.
- Coordinate with retailers to reduce pumping in areas most susceptible to subsidence.
- Allow treated water contracts with retailers to be adjusted to avoid penalizing retailers for not taking contract amounts and supporting the use of groundwater and SFPUC for blending, if necessary.
- Leverage opportunities to perform maintenance on dry groundwater percolation ponds.
- Call on Valley Water facilities and water retailers to research ability to lower system pressure.

- Consider additional actions needed to protect groundwater, including potential use of Sustainable Groundwater Management Act (SGMA) authorities to limit pumping.

The implementation of any operational changes will depend on the shortage stages. For example, Valley Water may reduce retailer treated water contracts at stage 3. While Valley Water has never used its SGMA and other legal authorities to limit groundwater pumping, it has the legal authority to do this. Valley Water's operating plans, groundwater management plans, and emergency response plans consider these types of operational changes in the event of water shortages or catastrophic events.

4.4 Water Waste Prohibitions

During 2020-2022 drought, in response to drought conditions and the desire to implement a more robust enforcement approach, Valley Water's Board adopted Ordinance No. 22-02 in May 2022. Ordinance No. 22-02 outlined water waste prohibitions with an escalating enforcement procedure that authorized the issuance of fines for repeated violations during drought conditions; during non-drought conditions, enforcement procedures revert to an educational approach. After the State of California's emergency regulation banning irrigation of non-functional turf on CII sites was adopted in June 2022, Valley Water amended Ordinance No. 22-02 to reinforce this ban within the County. In June 2023, Valley Water further amended Ordinance No. 22-02 and established permanent water-use prohibitions by adopting Ordinance No. 23-02, which permanently banned the use of potable water in irrigating non-functional turf on CII properties during declared drought emergencies. Along with Ordinance No 23-02, Valley Water's Board also adopted Resolution No. 23-52, Calling for Water Conservation as a Way of Life in Santa Clara County. Resolution No. 23-52 establishes guiding principles intended to guide Valley Water's efforts towards making water conservation a way of life in Santa Clara County. By adhering to these guiding principles, Valley Water seeks to lead local community's efforts for promoting long-term water conservation. The Ordinance No. 23-02 and Resolution No. 23-52 are included in Appendix F of the UWMP.

4.5 Catastrophic Interruption Planning

This section describes planning that Valley Water has undertaken to prepare for catastrophic interruption of water supplies during a disaster.

Infrastructure Reliability Plan

Valley Water completed its first Infrastructure Reliability Plan (IRP) in 2005 and updated it in 2016. The IRP analyzes several outage scenarios for Valley Water's system, including an earthquake, extreme storm, Delta outage, and power outage. Valley Water and retailers agreed on a reliability target during an emergency that Valley Water should be able to restore treated water deliveries to meet the equivalent of a winter month's demand (i.e., February) within 30 days after a major disaster event. Modeling and analyses estimated service restoration time of Valley Water's existing system for minimum winter demands in each of the outage scenarios.

The worst-case outage scenario was a magnitude 7.9 earthquake on the San Andreas fault, which would result in an estimated 30-day outage time before Valley Water can provide minimum treated water demands to retailers. In the Delta outage scenario, modeling

demonstrated Valley Water can continue limited service (at an assumed 20% demand reduction) for a 24-month period with no imported water supplies if it occurred in a normal hydrologic year and started with normal groundwater supplies. In a regional power outage, Valley Water can operate facilities on backup fuel storage for an estimated 3 to 10 days or longer given regular external fuel deliveries.

The 2016 IRP recommends efficient and targeted opportunities to improve system reliability and performance by either shortening Valley Water system outage time following an event or strengthening retailer capability to withstand Valley Water system outages. Important concepts that were incorporated into the identification of project opportunities and the analysis methodology are:

1. *Incorporate recent operational knowledge*: Planned and unplanned maintenance outages of Valley Water pipelines and treatment plants have allowed retailers to learn how to operate their systems without Valley Water treated water supplies. Retailers have operated with Valley Water treated water supply interruptions for up to eight weeks in some cases.
2. *Account for backup supply redundancy*: Most retailer service areas have adequate groundwater pumping capacity to serve as a backup to treated water deliveries and may not require large investments in additional reliability.
3. *Consider raw water and treated water system interdependencies*: Strengthening Valley Water's treated water pipeline system alone may not dramatically improve reliability in scenarios where raw water pipelines fail. The opposite also applies, as strengthening Valley Water's raw water pipeline system alone may not dramatically improve reliability in cases where treated water pipelines fail. Strengthening key portions of both the raw and treated water pipeline systems is needed to provide improved reliability. These improvements are being planned and recommended through the development of a distribution system master plan.
4. *Leverage existing investments*: Where possible and beneficial, leveraging existing assets is preferred, as Valley Water, retailers, and SFPUC have made significant investments in increasing system reliability and operational flexibility since the 2005 IRP.
5. *Favor frequently used assets*: Assets that can be used more frequently to enhance daily operations or periodic maintenance operations are preferred over assets that would be designated as standby for infrequent use only during major emergencies.
6. *Address specific vulnerable areas*: There are specific retailer service areas that are more vulnerable to outages of Valley Water treated water or managed recharge. Focusing on localized solutions to improve reliability in these specific areas may be more effective, with lower costs, than major infrastructure improvements.

Ultimately, Valley Water and retailers determined that targeting specific vulnerable areas for improvement will effectively address identified reliability needs. A total of 20 projects are identified in the 2016 IRP to improve reliability in these specific areas. Some projects were identified for retailer implementation, some for Valley Water implementation, and others for joint implementation. Valley Water has been working to complete the identified projects since 2016.

Local Hazard Mitigation Plan

Valley Water's Local Hazard Mitigation Plan (LHMP) identifies capabilities, resources, information, and strategies for building resilience and reducing physical and social vulnerabilities to disasters including earthquake, drought, flood, dam and levee failure, and others. It also coordinates mitigation actions, providing essential guidance for Valley Water to reduce its vulnerability to disasters.

In 2017, Valley Water developed the LHMP to be consistent with current legislation, conditions, and best available science. This ensures that hazards are accurately profiled; policies are consistent with current Valley Water standards and relevant federal, state, or regional regulations; and Valley Water has an updated LHMP consistent with Federal Emergency Management Agency (FEMA) Emergency Response Plan (ERP) requirements. The 2017 LHMP also includes strategies to reduce vulnerability to disaster through education and outreach programs, foster the development of partnerships, and implement risk reduction activities.

In 2023, Valley Water's Hazard Mitigation Plan transitioned under the County's Multi-Jurisdictional Hazard Mitigation Plan. Multi-jurisdictional hazard mitigation planning is an effective process for building partnerships among communities that face common hazard risks, leading to shared solutions. Hazard mitigation plans are prepared and adopted by communities to identify, assess, and reduce long-term risks to life and property from hazard events such as earthquakes. Effective mitigation planning can help break the cycle of disaster damage, reconstruction, and repetitive losses. The current Santa Clara County Multi-Jurisdictional Hazard Mitigation Plan was approved by FEMA in February 2024, and is available at https://www.valleywater.org/flooding-safety/local-hazard-mitigation-plan.

Emergency Operations Center

Valley Water finalized the updated Emergency Operations Plan (EOP) in 2025. Valley Water's EOP establishes the framework for coordinated response and recovery during emergencies and disasters. The plan defines roles, responsibilities, and operational procedures to ensure effective activation and management of the Emergency Operations Center (EOC).

The EOC serves as the central location for coordination, communication, and decision-making during incidents that impact Valley Water's facilities, infrastructure, or service delivery. Through the EOC, Valley Water coordinates with Santa Clara County, local jurisdictions, state and federal agencies, and other partners to support life safety, protect critical infrastructure, maintain essential water and flood protection services, and provide timely, accurate information to the public during emergencies.

Emergency operations are conducted in alignment with the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and applicable local, state, and federal requirements. These coordinated efforts help ensure Valley Water can effectively respond to emergencies while supporting the public, critical infrastructure and impacted communities through communication, situational awareness, and service continuity. During any emergency, Valley Water continues the primary missions of providing clean, safe water and flood protection to the people of Santa Clara County. Valley Water maintains a full-time professional emergency management staff trained and equipped to respond quickly to support Valley Water's EOC and field responders. To ensure rapid response and continuous readiness, Valley Water's Office of Emergency Services (OES) maintains 24

hours a day, seven days a week on-call staffing. OES staff are available at all times to monitor incidents, coordinate notifications, support EOC activation, and facilitate timely communication and operational coordination. These efforts help maintain situational awareness, reduce misinformation, and support impacted communities throughout the incident lifecycle.

Milpitas Intertie

During an emergency, in addition to retailers relying on groundwater and their own supplies, Valley Water has a 40-million gallon per day intertie with the SFPUC located in the City of Milpitas, which allows the SFPUC and the East Pipeline systems to exchange water during emergencies and planned maintenance.

Treatment Plant and Pipeline Shutdown Notification

Valley Water has emergency plans to cover the shutdown of pipelines and plant processes due to earthquakes, fire, or other disturbances to water quality or delivery. Efficient communication with Valley Water's retailers is imperative in the case of an emergency, so Valley Water utilizes the Rapid Notification Plan to ensure prompt notification of emergencies that impact treated water deliveries to retailers. The Rapid Notification Plan is implemented in the event of any water quality or plant failure, a reduction in service, or a startup/shutdown condition.

4.6 Delta-Conveyed Supply Interruption Planning

Valley Water relies on imported water from the Sacramento-San Joaquin Delta (Delta) for about 40% of its annual supply. The interruption of Delta-conveyed supply will pose significant risks to Valley Water's water supply reliability. In the event of an outage in the Delta, a strategy was developed between the Department of Water Resources (DWR), the Army Corps of Engineers (Corps), Bureau of Reclamation, California Office of Emergency Services (Cal OES), and the State Water Contractors to provide water supply protections that would enable resumption of at least partial deliveries from the Delta in less than six months.

Valley Water analyzed the impacts of a six-month Delta outage to determine the effect on service. The analysis assumed that all local infrastructure remains intact, as an earthquake or flood in the Delta is unlikely to badly damage local infrastructure. The analysis also assumed normal hydrologic conditions and starting storage conditions, rather than stacking disaster upon disaster (earthquake plus drought, etc.), access to SFPUC supplies, and implementation of water use reductions of 20%. The impacts of such an outage are largely operational as retailers would be required to use groundwater instead of their usual treated water supplies and Valley Water would actively manage the groundwater recharge program to meet countywide needs. Even with increased pumping, groundwater storage is estimated to remain in the normal (Stage 1) range. Thus, the impacts of a six-month Delta outage are manageable, assuming a normal starting position. Valley Water would potentially need to call for more aggressive water use reductions if a Delta outage were to occur during or immediately following a drought.

The Delta Flood Emergency Management Plan (DWR, 2018) provides strategies for responses to Delta levee failures, including earthquake-induced numerous levee failures during dry conditions with multiple flooded islands and extensive saltwater intrusion, resulting in curtailment of export operations. Under these severe conditions, an emergency freshwater pathway would be established from the central Delta along Middle River and Victoria Canal to the export pumps in the south Delta. The plan includes the pre-positioning of emergency construction materials at

stockpile and warehouse sites in the Delta, and development of tactical modeling tools (DWR Emergency Response Tool) to predict levee repair logistics, timelines of levee repair, and suitable water quality to restore exports. Using pre-positioned materials, multiple earthquake-generated levee breaches and levee slumping along the freshwater pathway can be repaired in less than six months. Significant improvements to the central and south Delta levee systems along the emergency freshwater pathway began in 2010 and are continuing. Continued efforts under analysis strive to mitigate not only flood and earthquake risk but also address future sea-level rise risk.

SECTION 5. COMMUNICATION PROTOCOLS

When the Valley Water Board calls for short-term water use reduction actions under the WSCP, the cities and water retailers consider implementation of their WSCP actions to achieve the necessary shortage response. Clear, consistent, and effective communication with the cities, retailers, and the public is essential to achieving desired results.

Communication strategies include:

- Clear explanations to the public of the WSCP stages and triggers through multi-media venues and multiple languages.
- Early and continuous coordination with retailers regarding response actions, use of groundwater versus treated water, and treated water quality concerns.
- Hosting regular meetings and drought summits with retailers and elected officials to develop coordinated response actions such as drought ordinances and enforcement of a day per week irrigation schedules or alternative means of compliance with comparable water savings (e.g., enforcing reductions of irrigation water-use budgets).
- Providing a straightforward methodology for water use reporting by retailers.
- Working with the agricultural community on water conservation methods.

Valley Water provides communications to stakeholders with various frequencies depending on the WSCP stages. Valley Water's communication protocol is summarized in Table 4.

Table 4. Valley Water's Communication Protocol Under the WSCP Stages

Stage	Water Shortage	Communication Strategies
1 – Alert	<=10%	Ongoing public outreach aimed toward achieving long-term water conservation targets. Monthly meetings with retailers to discuss water supply issues. Monthly Groundwater Conditions Report and Water Tracker posted on website. Updates to the Board, Committees, and retailers on preparation

Stage	Water Shortage	Communication Strategies
		for drought messaging. Increase educational outreach to Commercial, Industrial, and Institutional properties including schools to highlight behavioral and programmatic actions to save water.
2 – Warning	10 - 20%	All Stage 1 communications. Increase frequency of drought coordination meetings with retailers, if necessary Coordinate with cities, County, and retailers to prepare for the potential of a worsening drought. Extensive public outreach to specific user groups such as residential, businesses, large landscapers, and agriculture to support behavioral change of water users. Work with the press to disseminate drought messages.
3 – Severe	20 – 30%	All communications above and expand as necessary. Monthly coordination with cities, County, and retailers to discuss conditions and to enact ordinances and review the progress on water use restrictions. Monthly updates to the Board on water supplies and demands.
4 – Critical	30 – 40%	All communications above and expand as necessary. Outreach expanded further to support significant behavioral change of water users. Weekly meetings with cities, County, and retailers to discuss conditions and update enforcement of ordinances and water use restrictions. Workshops and summits with retailers, elected officials, and other water user groups. Activation of the Emergency Operations Center. Coordination with local, state, and federal emergency agencies.
5 – Extreme	40 – 50%	All communications above and expand as necessary. Weekly meetings with cities and retailers on shortage conditions

Stage	Water Shortage	Communication Strategies
		and response. Expanded coordination with local, state, and federal emergency agencies. Weekly updates to the press and public on conditions.
6 – Emergency	> 50%	All communications above and expand as necessary.

SECTION 6. LEGAL AUTHORITIES

This section describes Valley Water's Legal Authorities as required by Water Code § 10632(a)(7). Valley Water will coordinate with any city or the County to which it provides water supply services for the possible proclamation of a local emergency under California Government Code, California Emergency Services Act (Article 2, Section 8558).

6.1 Statutory Authority

Water Code Sections 350 and 375 et seq.

Sections 375 *et seq.* and 350 *et seq.* of the Water Code authorize Valley Water, a wholesale urban water supplier and special district, to, upon appropriate factual findings, implement a water conservation program and/or declare a water shortage emergency by resolution or ordinance and adopt and enforce related conservation measures. If appropriate, Valley Water can reduce the amount of treated water it supplies to local retailers and/or impose water reduction measures.

Santa Clara Valley Water District Act

One source of statutory authority that empowers Valley Water to implement or enforce water shortage response actions is its District Act (The Santa Clara Valley Water District Act, Chapter 1405 of Statutes 1951 of the State of California, Water Code Appendix, Chapter 60). Sections 4 and 5 of the District Act grant Valley Water power to conserve waters within its jurisdiction (as well as import and distribute water) and "prevent the waste or diminution of the water supply in the district."

Valley Water charges a groundwater extraction fee on reported extractions and requires major groundwater pumpers to meter their wells and report extractions on either a monthly, semi-annual, or annual basis.

Statutory Groundwater Sustainability Agency Powers

In addition to the District Act and Water Code §§ 350 and 375 et seq., Valley Water is the designated Groundwater Sustainability Agency (GSA) for the Santa Clara and Llagas groundwater subbasins under the SGMA and has a DWR-approved Alternative to a Groundwater Sustainability Plan (GSP) in place for managing these subbasins.

Although Valley Water does not currently restrict groundwater pumping or impose extraction allocations upon owners or operators of groundwater extraction facilities and is not planning to do so, it has the power to do so, if necessary (See Water Code § 10726.4(a)). In February 2018, the Board adopted Resolution 18-04, which describes Valley Water's procedure in responding to worsening groundwater basin conditions, including the steps that Valley Water would take in coordination with stakeholders prior to implementing SGMA authorities to regulate pumping.

6.2 Contractual Authority

In addition to its statutory authority, Valley Water has contractual authority to reduce the amount of potable, treated water it provides to its retail customers.

Article C, Section 4(c) of Valley Water's standard-form treated water contract with its retailers provides that, if the Board passes a resolution providing for a reduction in water use by more than 10%, it shall reduce the amount of potable treated water it provides to retailers by this same amount, minus 10%. Thus, for example, if the Board calls for a 35% reduction in water use during a drought, Valley Water will reduce treated water deliveries to its retailers by 25% (a call for a 25% reduction would result in a 15% reduction in treated water supplies, etc.).

Additionally, under Valley Water's standard-form treated water contract, retailers may purchase "non-contract" water above their monthly purchase commitment when additional supplies are available. In the past, in conjunction with a resolution reducing contractual treated water supplies, while Valley Water has continued to allow retailers to purchase "non-contract" treated water, it has increased the price of such "non-contract" water to discourage overuse. Valley Water has the authority to eliminate non-contract water sales altogether if necessary.

Although Valley Water's contractual authority relates only to treated water deliveries, not to groundwater extraction, the contracts give Valley Water the ability to adjust treated water pricing to incentivize the use of either treated water or groundwater by its water retailer customers, depending on what best supports local water supply needs and operations.

SECTION 7. FINANCIAL CONSEQUENCES OF WSCP

Under a water shortage scenario, Valley Water expenses are anticipated to increase due to actions to augment water supply and encourage demand reduction. At the same time, revenue would decrease because of a reduction in water sales. The financial implications of droughts can be significant for Valley Water. During droughts, Valley Water's operation expenses tend to increase, resulting from increased coordination, external communication and public outreach activities, and staffing associated with managing the drought response. The cost of water, particularly supplemental imported supplies, can also increase. The increased cost of water and overall operations combined with decreased revenue run the risk of impacting water rates in subsequent years following drought. To mitigate these financial risks, Valley Water has implemented several key measures which include building and utilizing reserves, seeking grant funding, leveraging existing conservation programs and funding, and implementing drought-specific financial tracking. Table 5 outlines financial consequences and anticipated mitigation actions for each shortage stage.

Table 5. Valley Water's Financial Consequences and Anticipated Mitigation Actions for Each WSCP Stage

Stage	Stage Title	Water Shortage	Financial Consequences	Anticipated Mitigation Actions
1	Alert	<=10%	Potential increase in operating and maintenance (O&M) expenses and mild to moderate reduction in revenue.	Identify supplemental funding options and reductions to O&M expenses.
2	Warning	10 – 20%	Moderate to significant increase to O&M expenses and decrease in revenue.	Stage 1 actions plus identify supplement(s) to water rate revenue (likely incremental rate adjustment) and deferral of capital expenditures; use of reserves if necessary.
3	Severe	20 – 30%	Significant increase to O&M expenses and decrease in revenue. Valley Water likely to pursue supplemental water purchases.	Stage 2 actions plus use of reserves.
4	Critical	30 – 40%	Significant increases to O&M expenses and significant decreases in revenue. Valley Water likely to pursue supplemental water purchases.	Stage 3 plus short-term O&M budget deferrals.
5	Extreme	40 – 50%	Likely a greater degree of Stage 4.	Stage 4 plus operations limited to core business only.
6	Emergency	>50%	Likely a greater degree of Stage 5.	Stage 5 plus operations limited to core business only.

During past droughts, increased expenses and reduced revenue put upward pressure on future water rates. Valley Water incurred significant costs - around $79 Million, from actions taken in response to the previous drought (2020 to 2022) and water charges were increased to cover those costs. To minimize rate impacts, Valley Water maintains supplemental funds in its financial reserves to help pay for increased expenditures to remedy shortages. The Fiscal Year (FY) 2025-2026 budget for the supplemental water supply reserve was $8.6 Million and is projected to grow to roughly $21.7 Million by FY 2035-2036. The minimum for this reserve is 20% of the annual water purchase budget. The Board may adjust its adopted groundwater production charges midway through the fiscal year, which provides an opportunity to react to unanticipated changes in expenditures or revenues in a timely fashion. Following a drought and

the use of the supplemental water supply reserve, funds need to be replenished in subsequent years through groundwater production and other water charges.

Historically, the financial strategies identified above have been sufficient for addressing the financial risks associated with drought. However, future uncertainties, in particular climate change and the cost of imported water, could compound financial risks and must be continually monitored and managed. Valley Water may consider the following additional strategies to further balance future financial risks associated with drought:

- Explicitly consider climate change (e.g., more frequent, more intense drought events) when determining reserve building strategies and goals.
- Continue planning and evaluation of mitigation actions, in particular local supply projects that may reduce the need for expensive water purchases and transfers.
- Evaluate the feasibility of optimizing the volume of supplemental imported supplies purchased considering water supply shortage risk and cost.

Valley Water adopts water charges annually. In times of drought or water shortages, the annual rate-setting process allows Valley Water to be nimble and mitigate financial consequences in a timely manner.

SECTION 8. WSCP REFINEMENT PROCEDURES

This WSCP is an independent document from the UWMP and may be updated separately at any time. Amendments to this WSCP outside of the UWMP five-year update process will be brought to the Water Supply and Demand Management Committee meetings for public review and comment and to the Board for a public hearing and approval. Valley Water will provide notice to its retailers, cities, and County, and publish this notice on its website, at the start of an amendment process to provide the public with an opportunity to participate. Notice will also be provided to retailers, cities, and County at least 30 days prior to a public hearing before the Board that includes the time and place of the hearing. Amendments approved by the Board will be provided to retailers, cities, County, DWR, and the California State Library within 30 days of approval.

SECTION 9. PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

Valley Water's Board set the time and place for the WSCP public hearing for June 9, 2026. Valley Water notified the water retailers, the cities and County of Santa Clara on May 6, 2026, of the time and place of the public hearing. The draft WSCP was posted on Valley Water's website (https://www.valleywater.org/your-water/water-supply-planning/urban-water-management-plan) for public review on May 6, 2026. The public hearing notice was published on San Jose Post-Record on May 13, 2026, and May 20, 2026 and additionally on Morgan Hill Times and Gilroy Dispatch on May 15, 2026. Documentation of noticing of the public hearing is included in Appendix G of the UWMP.

Valley Water's Board held the public hearing on June 9, 2026, and adopted the WSCP on June 9, 2026. The final WSCP will be posted on Valley Water's website within 30 days of adoption. Paper copies will be made available at the same time the WSCP is posted on the website for

public review during normal business hours, and sent to the California State Library.

Within 30 days of Board adoption and prior to July 1, 2026, the adopted WSCP will be submitted electronically to DWR via its Water Use Efficiency data online submittal portal (WUEdata). Electronic copies of the WSCP will also be provided to the cities and County within 30 days of adoption.

Valley Water

Clean Water • Healthy Environment • Flood Protection

Valley Water
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Phone: 408-265-2600 Fax: 408-266-0271
www.valleywater.org

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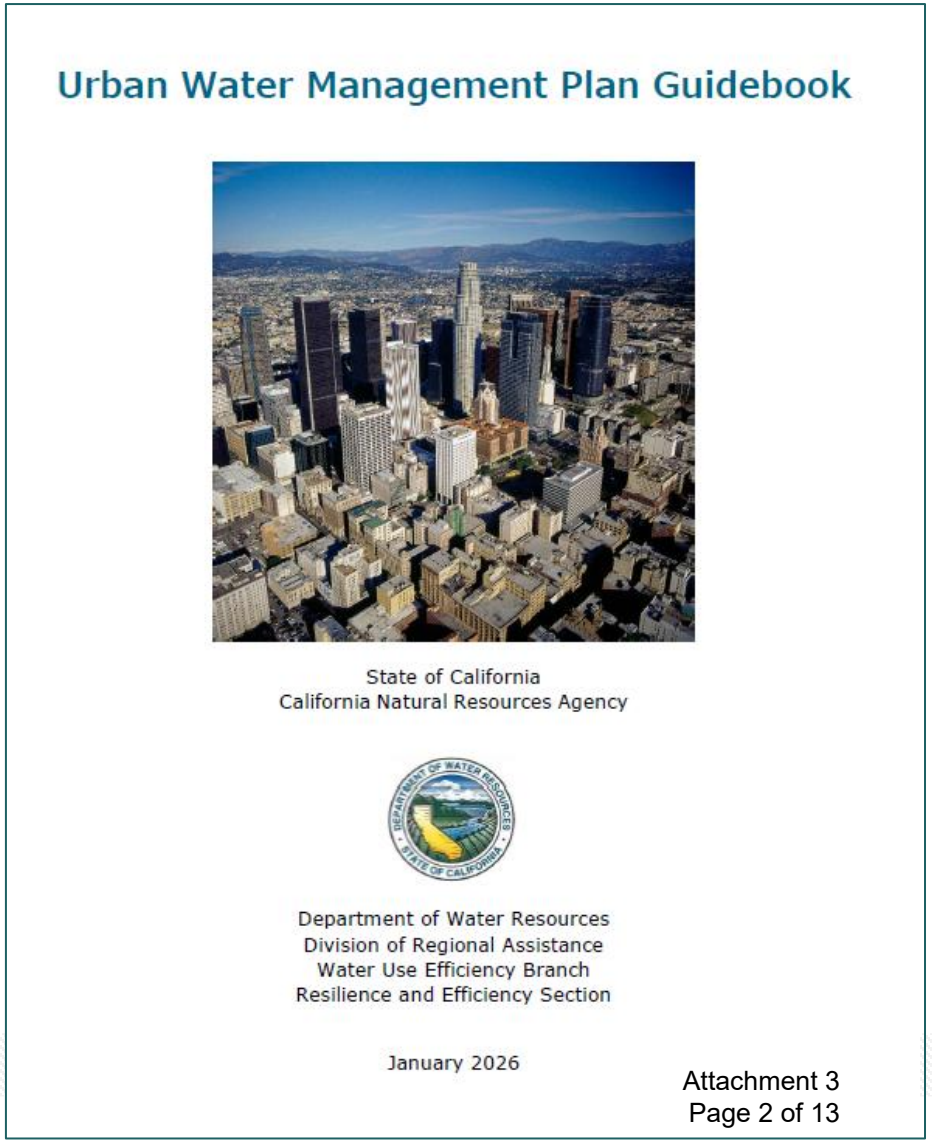
2025 Urban Water Management Plan

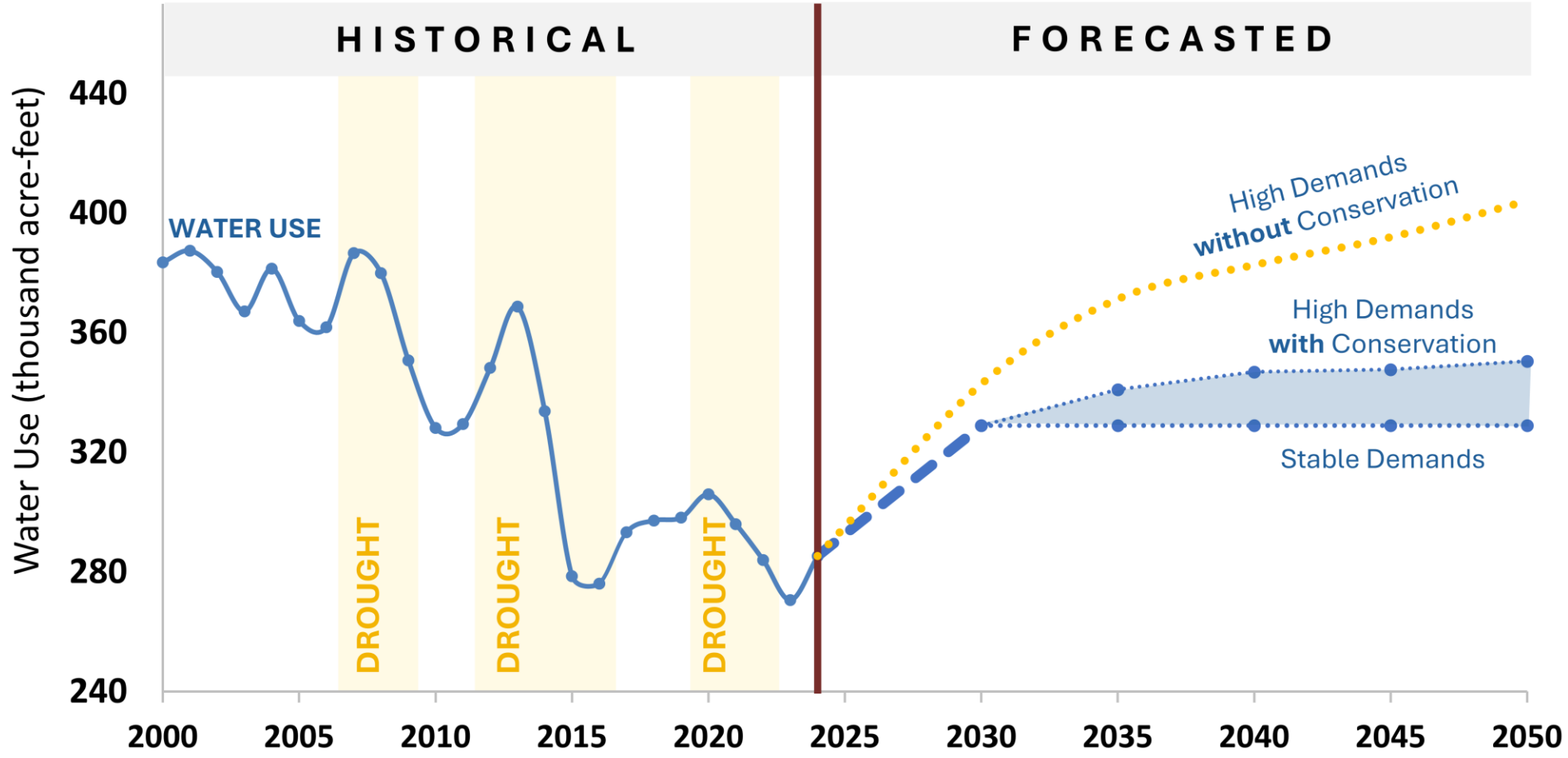
Board of Director Meeting, June 9, 2026

Urban Water Management Plan

- State requirement
- Water conditions and management
  - Demand
  - Supply
  - Reliability
  - Contingency planning
  - Demand Management Measures
- Statutory deadline - July 1, 2026



Demand Projection



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Existing and Projected Water Supplies

- Existing and planned water supply for various hydrologic conditions
  - normal year
  - single dry year
  - five consecutive dry year
- Water Supply Master Plan 2050 recommended projects
- Delivery Capability Report 2025

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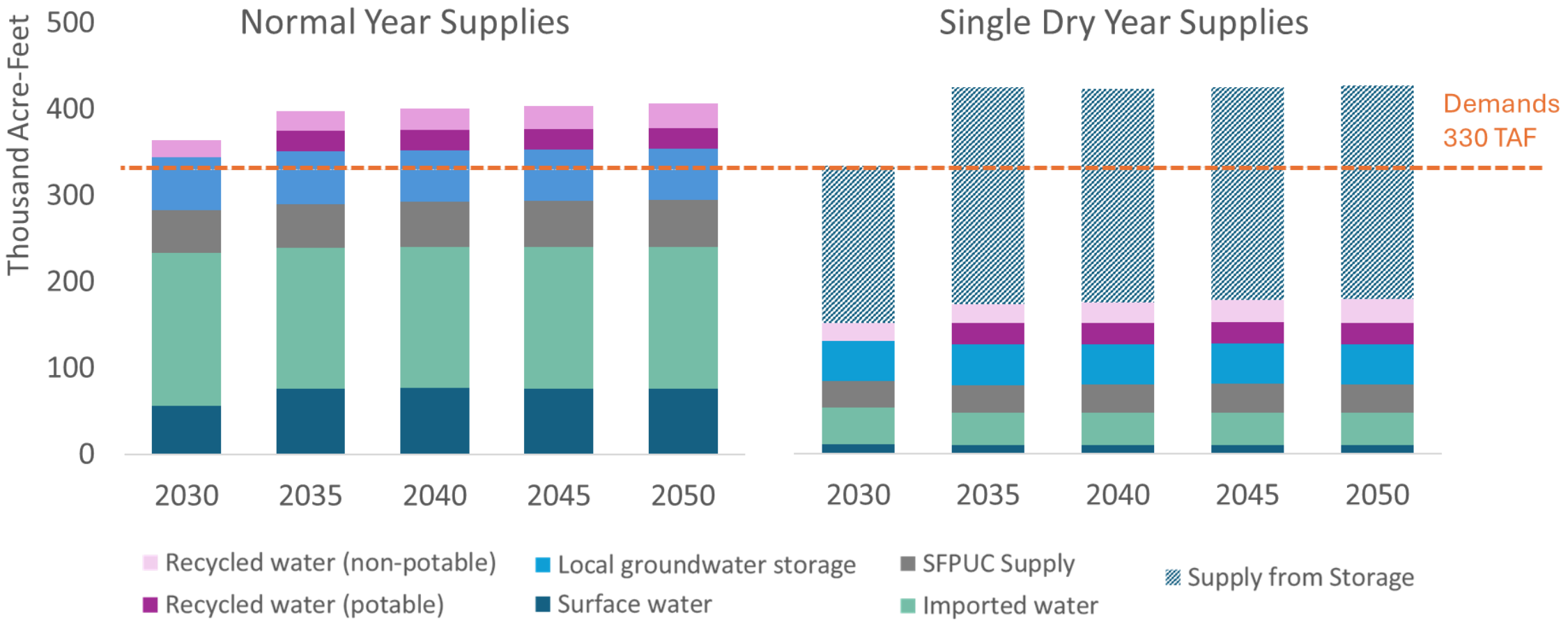
Water Supply Reliability

- Meet all demands in normal and single dry years



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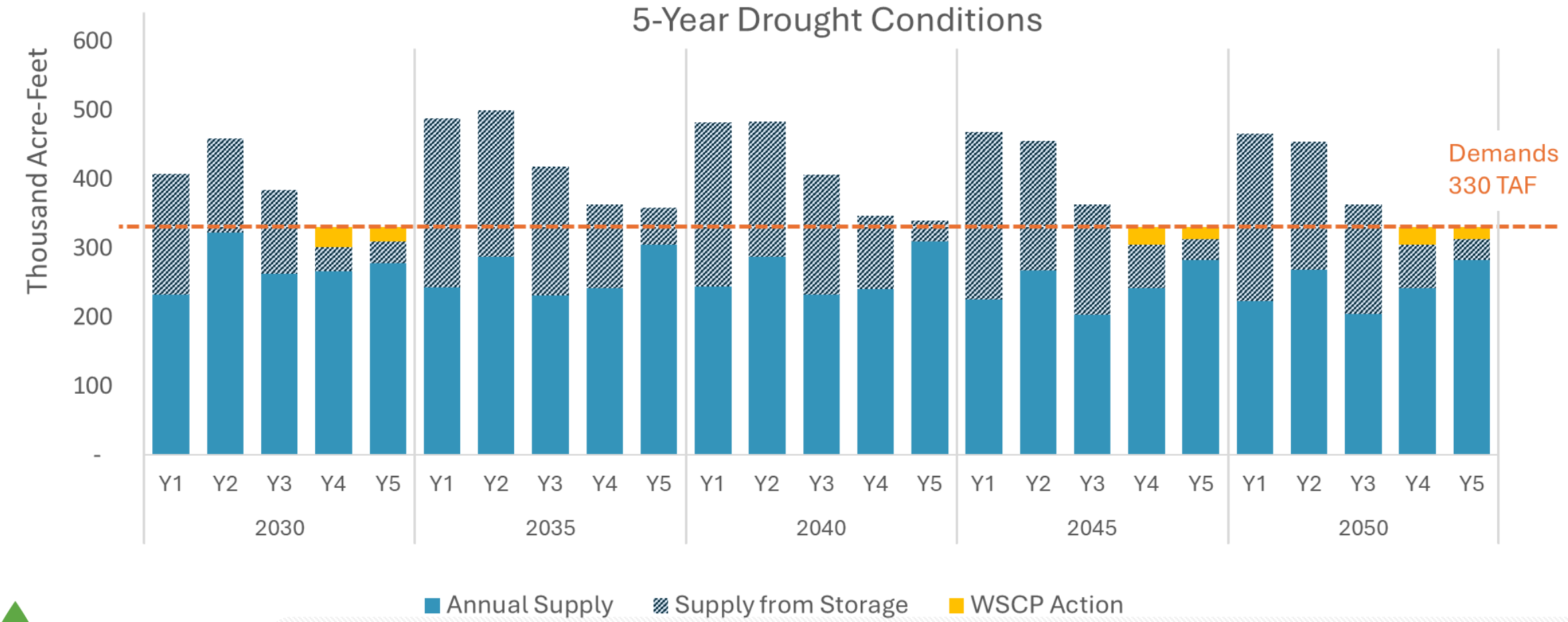
Water Supply Reliability

- Achieve level of service goal under multi-year drought conditions



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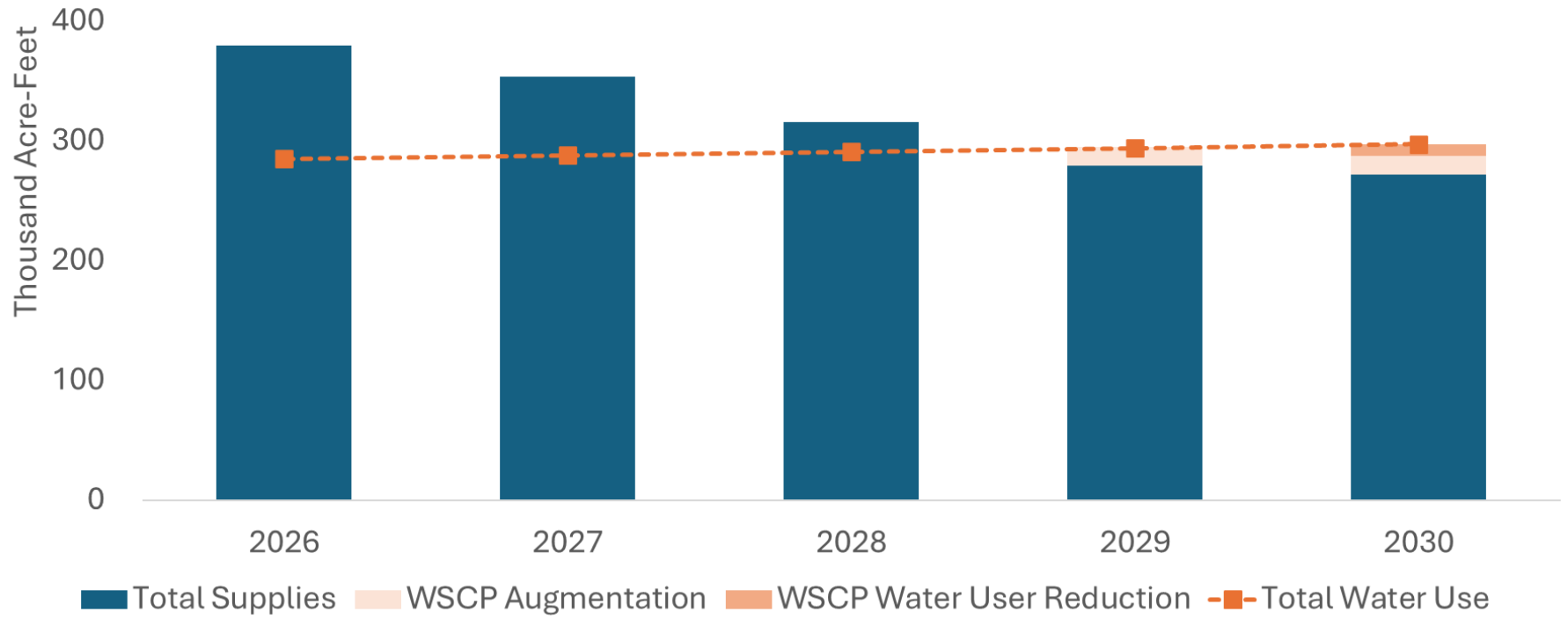
Drought Risk Assessment

- Assuming a drought occurring over the next five years
- Achieving level of service goal



Water Shortage Contingency Plan

- Shortage stage
- Actions and procedures
- Legal Authority
- Communication
- Financial impact

Adopt six standard shortage stages

Existing Valley Water Stages

Stage	Title	Projected End-of-Year GW Storage (AF)	Short-term reduction in water use
1	Normal	> 300,000	None
2	Alert	< 300,000	0-10%
3	Severe	< 250,000	10-20%
4	Critical	< 200,000	20-40%
5	Emergency	< 150,000	Over 40%

DWR Standard Stages

Stage	Water Shortage
1	0-10%
2	10-20%
3	20-30%
4	30-40%
5	40-50%
6	> 50%

Shortage Stage and Response Actions

Stage	Water Shortage	Response Actions	
1 – Alert	≤10%	0-10% met by Storage	0-10% from demand reduction
2 – Warning	10-20%	0-20% met by Storage	0-20% from demand reduction
		Supply augmentation	
		Operational changes	
3 – Severe	20-30%	0-30% met by Storage	0-20% from demand reduction
		Supply augmentation	
		Operational changes	
4 – Critical	30-40%	0-40% met by Storage	0-20% from demand reduction
		Supply augmentation	
		Operational changes	
5 – Extreme	40-50%	0-50% met by Storage	≥20% from demand reduction
		Supply augmentation	
		Operational changes	
6 – Emergency	> 50%	0-50% met by Storage	≥20% from demand reduction
		Supply augmentation	
		Operational changes	

Demand Management Measures

Santa Clara County ranks as the 10th lowest gallons per capita per day (GPCD) in the state.

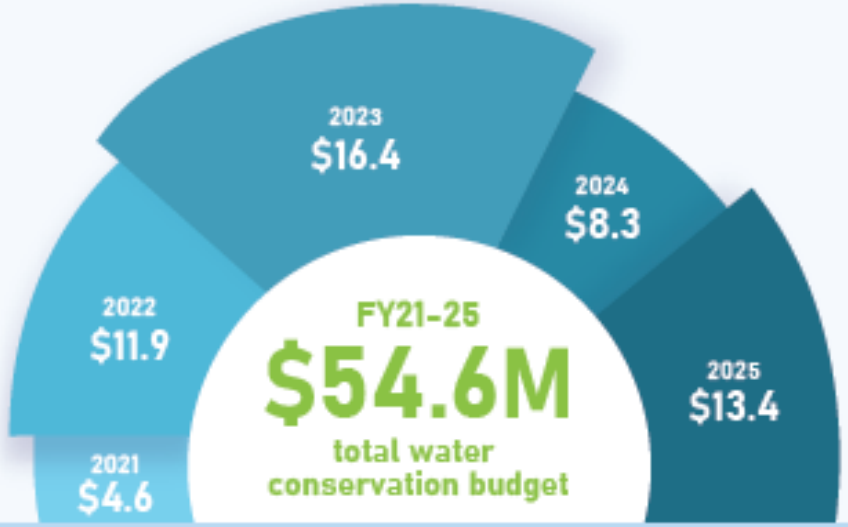
Average Residential Indoor & Outdoor Water Use, 2014-2025 (GPCD)

Data Source: State Water Resources Control Board

87k af

Valley Water's conservation program helps avoid importing an additional 87,000 acre-feet(af) of water into the county annually.

In Fiscal Year (FY) 2025, Valley Water's conservation budget more than doubled compared to FY2021. Between FY2021-2023, budget increases were driven as part of Valley Water's drought response.



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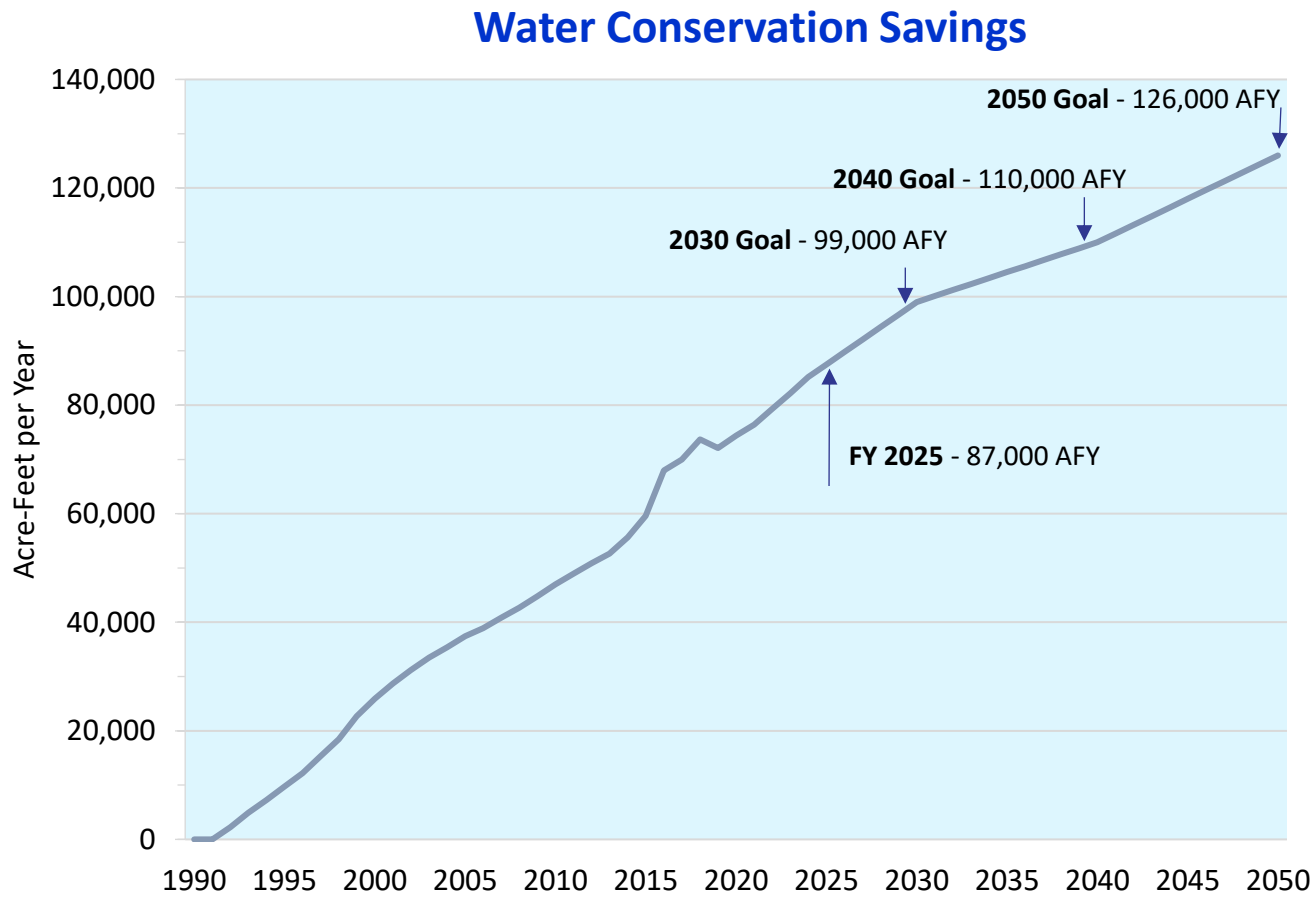
Regional Efforts on Reducing Delta Reliance

- Water Conservation
- Local surface water
- Natural groundwater recharge
- Direct potable reuse
- Recycled water
- Retailer supply



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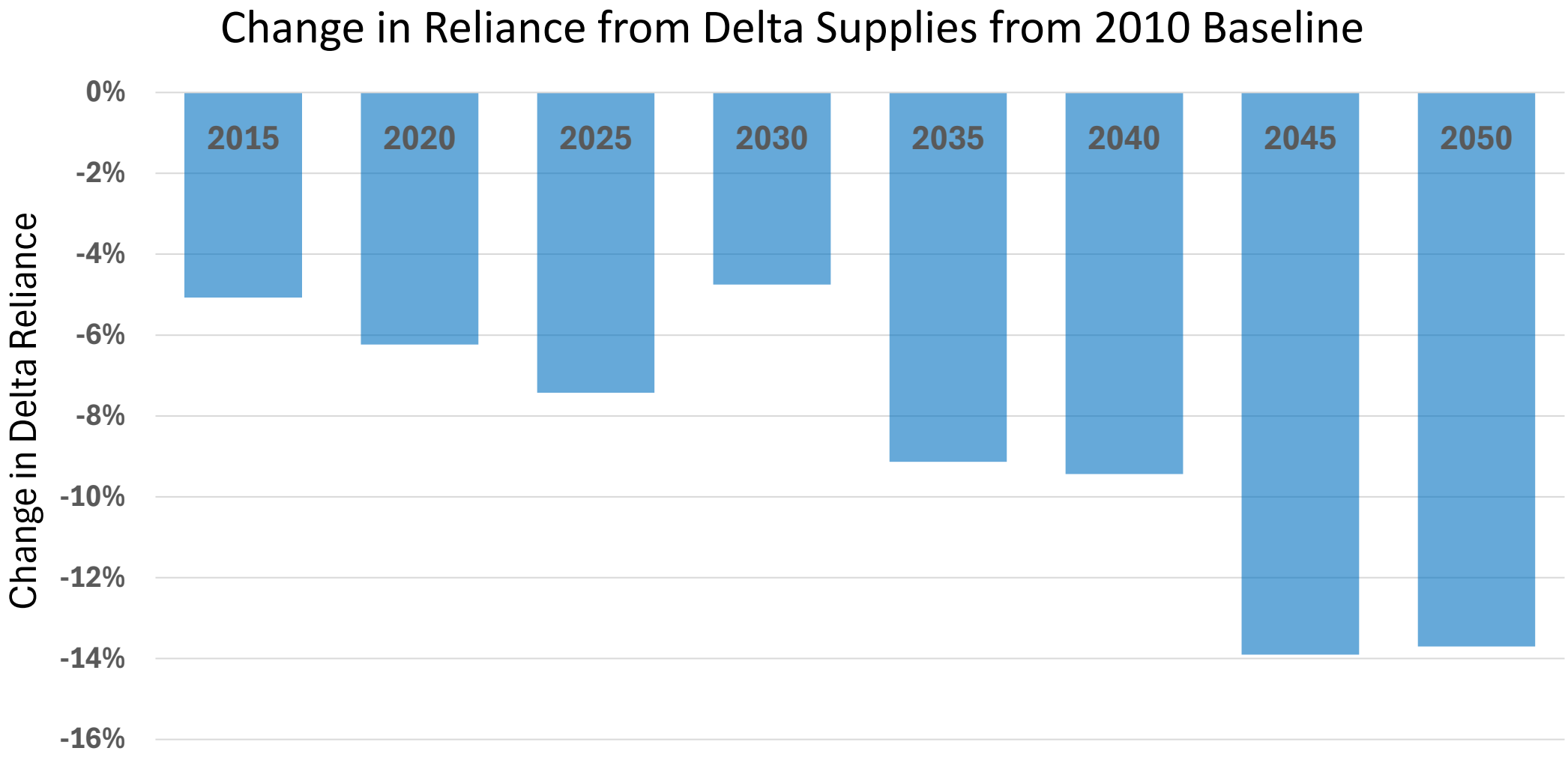
Reduced Delta Reliance



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Next Steps

- Finalize and adopt the plan
- Submit plan to State, County, and cities

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SIERRA CLUB
LOMA PRIETA CHAPTER

SANTA CLARA, SAN MATEO & SAN BENITO COUNTIES

June 4, 2026

To: WaterSupplyPlanning@valleywater.org
CC: Valley Water Board of Directors and Clerk of the Board

Re: Sierra Club Comments on Valley Water's Draft 2025 Urban Water Management Plan (June 9, 2026, Agenda Item 3.5. Public Hearing on the 2025 Urban Water Management Plan and Water Shortage Contingency Plan)

The Sierra Club Loma Prieta Chapter has reviewed Valley Water's Draft 2025 Urban Water Management Plan (UWMP). Please consider the following comments regarding the Draft UWMP which focus on water demand projections, and specifically the evidence that water use will continue the current downward trend and how that could impact water supply planning.

Demand Projections

On February 23, 2026 the Water Supply and Demand Management Committee (WSDMC) meeting included an item to receive Information on 2025 UWMP update and provide feedback. The Sierra Club submitted the attached comment letter to the Committee regarding the Water Supply Master Plan 2050 demand projections to be used in the UWMP.

Our comment letter discusses the historic inaccuracy of demand projections in Valley Water's UWMPs since 2000, and introduces a model we created that fits more closely to historic demands, and projects demand continuing to decrease in the future. Looking back, we found that UWMP forecasts have over-projected future demand by about 50% on average since 2000.

This trend of declining demand is supported by UWMP Figure 4-5, which shows reduced water usage in 2025 compared to 2024. However, the UWMP still projects a steep increase in demand between 2026 and 2030 from about 280,000 acre-feet/year (AFY) to 330,000 AFY. This is about an 18% increase in water demand over four years. Considering Valley Water's conservation goal to reduce demand by 12,000 AFY during the same period, this would actually be a 23% increase in demand, which does not seem realistic.

The forecasted sharp increase in demand to 330,000 AFY by 2030, and then stable demand through 2050 was described in a September 2023 memo titled "Water Supply Master Plan Demands." At a minimum, baseline data (such as actual population growth and actual water

demand) have changed in the past two and a half years. The Draft 2025 UWMP uses this same demand forecast, which is now out-of-date and needs to be recalculated as soon as possible.

Following submission of the attached comments, the Sierra Club met with Valley Water staff from the water supply planning team to discuss water demand projections and Valley Water's demand forecasting model. We learned more about the data and assumptions used to run the model, and we were impressed by the comprehensiveness of the model. However, we still don't understand how the model shows a steep increase in water demand from 2025 to 2030.

Therefore, we made a public record request for the demand modeling files, but thus far the records have not been provided due to their location offsite and the need for legal review. These delays hamper our ability to fully analyze the demand modeling for the 2025 UWMP.

Consultant Studies on Water Use Projections and Demand Elasticity

On March 23, 2026 the WSDMC received the results of a consultant study regarding Valley Water's water use projections. The consultant's technical memorandum says the result of their analysis "indicates a clear downward trend in water usage, likely influenced by conservation efforts and behavioral shifts."

The consultant also completed a water demand elasticity analysis. Their memorandum on elasticity concludes that price increases will result in downward pressure on demand, predicting that "a 10% increase in price would be expected to reduce retail demand by about 2%."

The Protection and Augmentation of Water Supplies report for 2026-27 projects Valley Water's wholesale water rates will increase 81% for the North County W-2 zone over the next 10 years. Using the information about elasticity, this would result in at least a 13% decrease in demand over the next 10 years. This accounts for the finding that 83% of wholesale prices pass through to volumetric retail rates, but does not account for the fact that rate increases are cumulative. This impact on demand has yet to be added to Valley Water's models along with drought and conservation, as recommended in the elasticity study.

2026 Demand Trend

In May 2026, the Valley Water Audit Committee received the Fiscal Year 2025-2026 Third Quarter Financial Status Update. During this update, staff reported that groundwater production charges and treated water revenue are estimated to be about $10M below budget due to lower-than-anticipated demand. Although this does not include water delivered by the San Francisco Public Utilities Commission, this shows that water demand is certainly not increasing at the rate projected in the Draft 2025 UWMP.

Appendix H. Reduced Reliance on the Delta

Section H.2, Regional Self Reliance, says "Water supplies that contribute to regional self-reliance are shown in Table C-3. Consistent development and funding of these supplies have resulted in reduced reliance on the percentage of water supplies imported from the Delta watershed as compared to overall water use in the County."

Please note:

- The Draft 2025 UWMP provided for review did not include Tables C-2, C-3 and C-4 which are referenced in the UWMP text, so we cannot comment on the content of those tables.
- Since water demand has decreased overall since 2010, the reduced reliance on the Delta as a percentage of water supplies should also result in a volumetric reduction in water supplies imported from the Delta. This should be stated in section H.2, or the lack of a volumetric reduction of imported water (despite decreasing water use) should be explained. Also see section H.3.3, Water Supplies Contributing to Regional Self Reliance which quantifies expected local supplies to be generated from programs to increase water use efficiency, water recycling, potable reuse, etc.

Conclusion

Recent studies and water use data supports the results of Sierra Club's modeling, which shows water demand will continue to decrease in Santa Clara County. Contrary to demand increases projected in the UWMP, it appears that water use in the County is no longer rebounding from the 2020-2022 drought. However, this information is not reflected in the UWMP water demand forecasts.

By discounting the scenario which continues the downward trend in water usage, Valley Water is not planning for that possible future scenario. Decreasing demand would require larger rate increases, and these rate increases would likely encourage further demand reduction and further unplanned rate increases, etc. This would also impact water affordability for lower-income residents. These possible impacts should be analyzed and quantified.

Therefore, the Sierra Club recommends using a broader range of scenarios for long-term supply/demand planning, including scenarios that use reasonable alternative assumptions related to growth and climate impacts.

Sincerely,

Sue Chow, Chapter Chair
Sierra Club Loma Prieta Chapter

February 20, 2025

To: Kirsten Struve, Jing Wu, Nai Hsueh, Shiloh Ballard, Richard Santos
Cc: Stephanie Simunic

Subject: 2/23/26 Water Supply and Demand Management Committee Item 5.1. Sierra Club comments on demand scenarios for 2025 Urban Water Management Plan

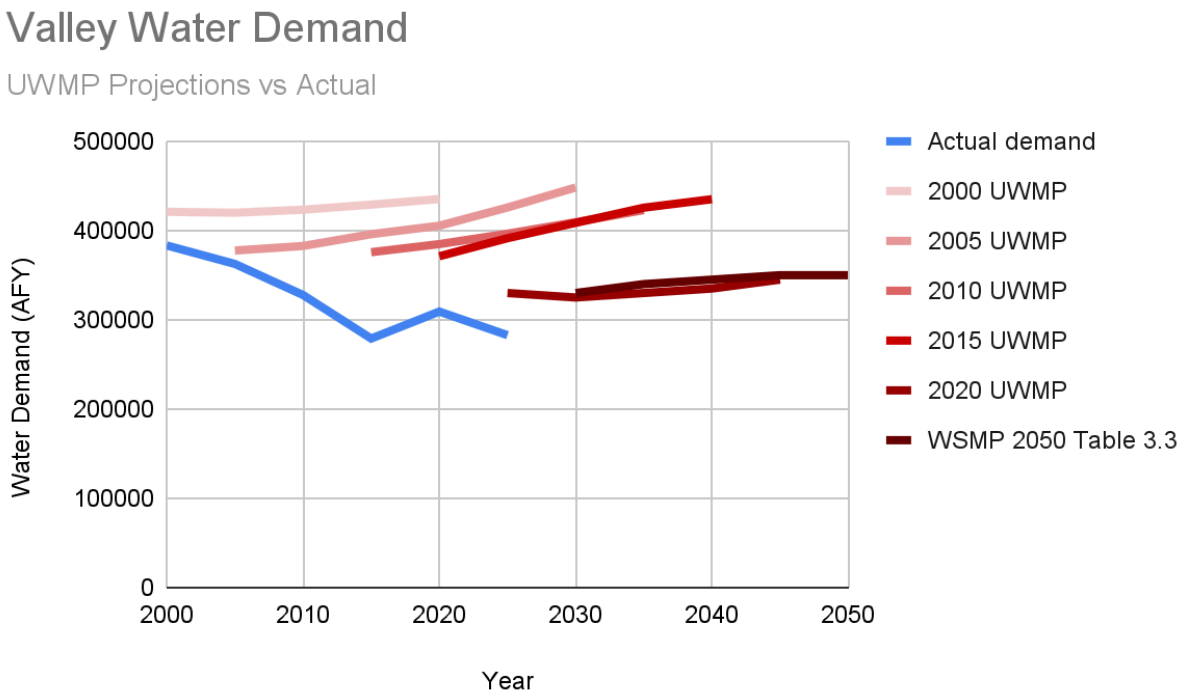
Dear Valley Water Staff and Water Supply and Demand Management Committee,

The Sierra Club is concerned about water supply planning in the San Francisco Bay Area. Specifically, we are bringing to policymakers' attention how historic overestimation of future water demand has justified investment in unnecessary projects designed to increase imported water supplies. These supplies and projects come at the expense of the Bay-Delta ecosystem and the in-stream flows it needs to survive. They are also likely to come at the expense of ratepayer affordability. Therefore, we suggest Valley Water reconsider its demand scenario outcomes and also include an additional demand scenario in the 2025 Urban Water Management Plan (UWMP).

The Sierra Club has modeled water use in Santa Clara County and also taken a deep dive into the Bay Area Water Supply and Conservation Agency (BAWSCA) water demand model, which covers a significant portion of Santa Clara County. Please refer to the attached letter the Sierra Club sent to BAWSCA on December 4, 2025.

1. **Valley Water's UWMP demand projections have consistently overestimated future water demand.**

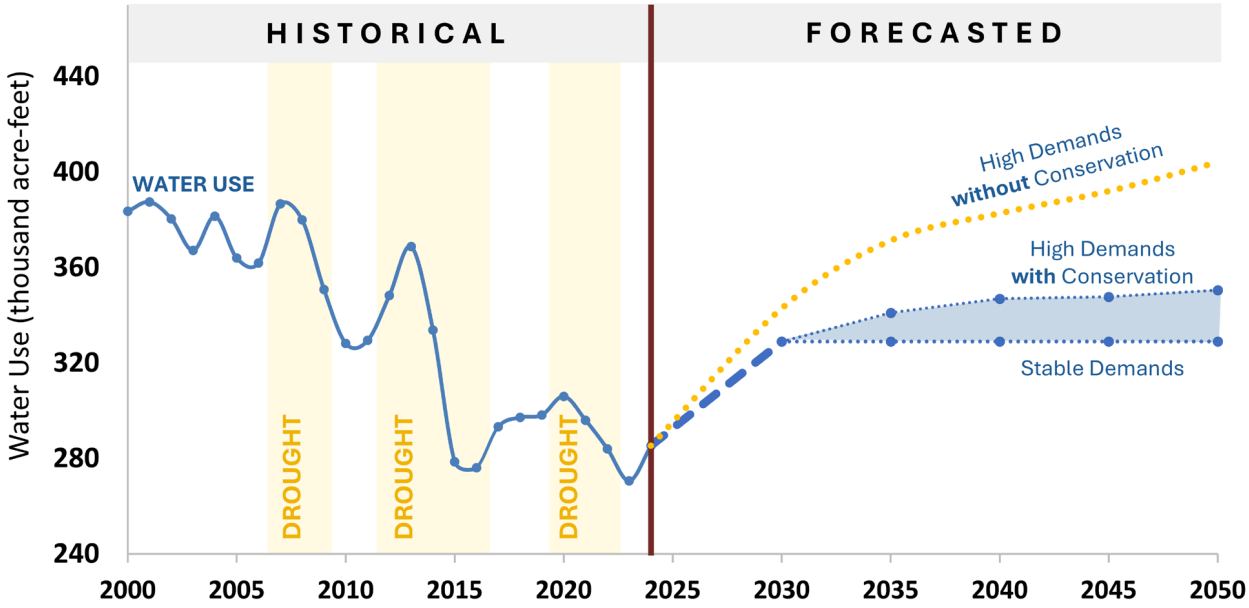
More recently, Sierra Club conducted a similar analysis of Valley Water's countywide demand projections for Santa Clara County. The chart below shows the history of Valley Water's UWMP demand projections vs. actual use during the past 25 years.



Furthermore, demand projections in the Water Supply Master Plan 2050 (WSMP), which Valley Water plans to use for the 2025 UWMP, do not appear to align with the projections from the model discussed in Appendix D of the WSMP. The drought rebound between now and 2030, the stable demand curve and the high demand with conservation curve all seem to be arbitrary and are not supported by the model. **The UWMP should use model results for demand projections, not these arbitrary values.**

The forecasted Santa Clara County water demands through 2050 (WSMP Table 3-3) show demand starting at 330,000 AFY in 2030 with conservation. This seems to be unreasonably high given current demand is less than 300,000 AFY and demand has not reached 330,000 AFY since 2014. WSMP Figure 3-4 (see chart below) illustrates this well, with the steep demand curve increase between now and 2030. **The assumption that the drought rebound will continue does not appear to be supported by the model so should be updated in favor of using model outcomes for changes in demand**.

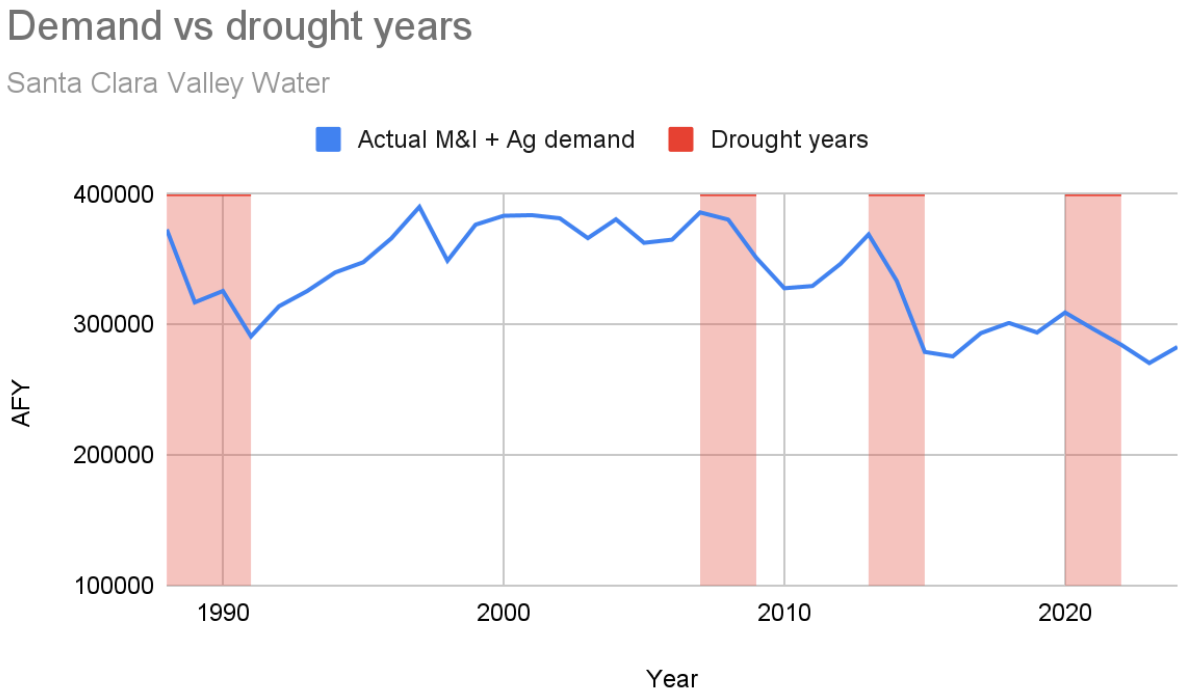
Figure 3-4 Historical and Forecasted Water Demands



2. **The Drought-Demand Model: A statistical model based on the Standardized Evapotranspiration-Precipitation Index (SPEI) drought index is a better predictor of water demand.**

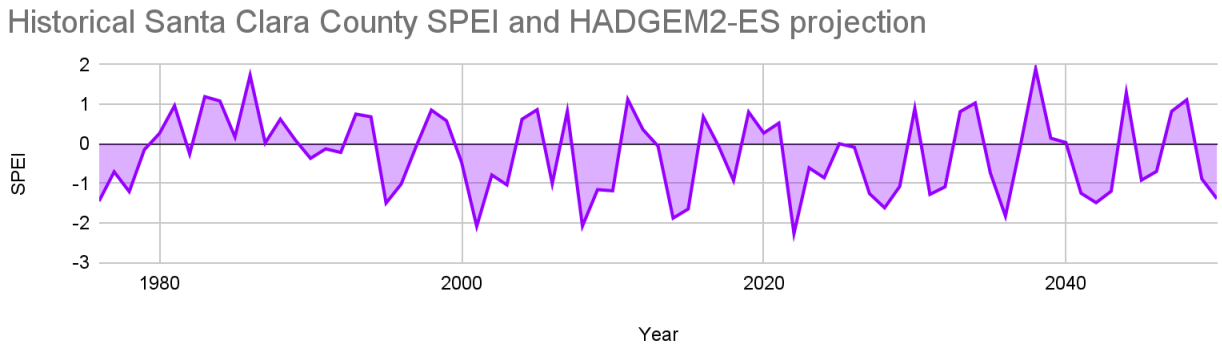
The standard water agency approach to modeling droughts is to assume that hotter, drier weather increases water use. This appears to be what the Valley Water model does in its climate modeling.

However, this approach is not supported by the historical record. In fact, droughts and higher temperatures over the past 20 years have suppressed water demand among Valley Water retailers. Every drought has resulted in large demand reductions, and post-drought demand has not rebounded to previous levels. Droughts have a long-term impact on demand by causing both behavioral changes (e.g. replacing lawns) and policy changes (e.g. the ban on watering ornamental turf with potable water). See figure below for a timeline of droughts and consumption in Santa Clara County.

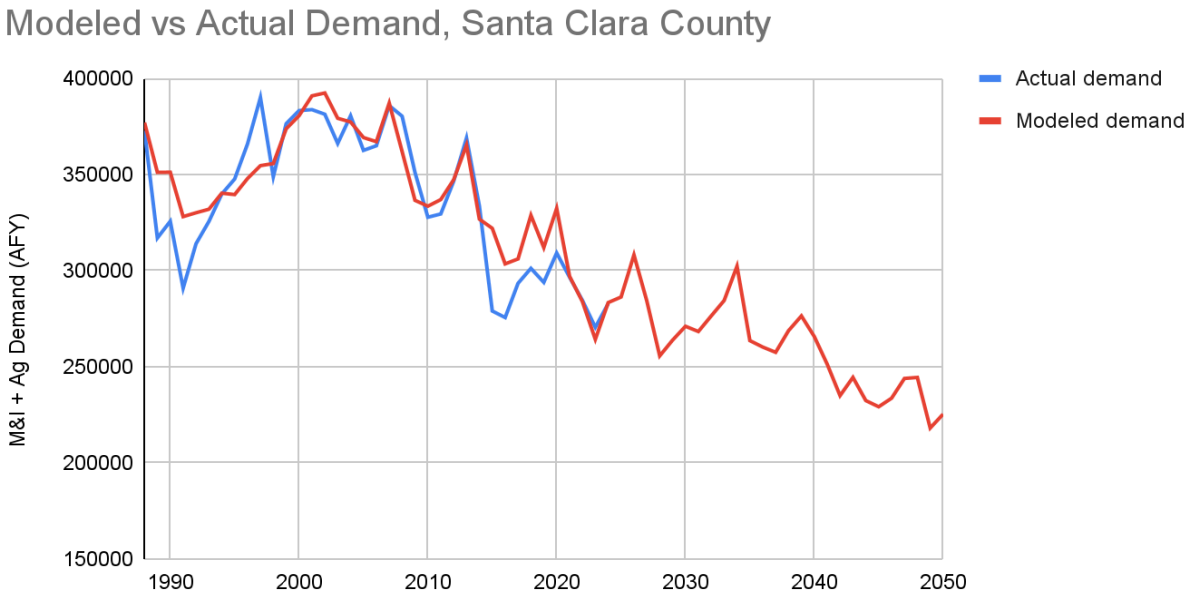


Using this insight, the Sierra Club built a curve-fitting model. This Drought-Demand Model uses a common drought measure to predict future water use. This drought measure, the Standardized Precipitation and Evapotranspiration Index (SPEI), coupled with population data and historical water use from the year 1976 to today, shows high predictive value when tested against out-of-sample test data. Essentially we created a water use curve that responds to a drought index and then tested it against years that we held back from the model. Our Drought-Demand Model's in-sample Mean Absolute Percentage Error (MAPE) is 3.4% and out-of-sample MAPE is 8.7%. In other words, our Drought-Demand Model has a 8.7% forecast error, compared to the 50% historical forecast error of Valley Water's WSMP projections.

The key to our model is the assumptions around future droughts. We pulled drought (SPEI) predictions for Santa Clara County from the world's leading climate models, and settled on the HadGEM2-ES365 (Historical +rcp45) as our baseline model. This model is used by CalAdapt to test against future droughts and runs slightly warmer and drier than other models. For our population inputs, we used the California Department of Finance population projections for Santa Clara County, which project 0.11% annual population growth to 2050. Below is a chart that shows the future drought projection we used for a baseline. Negative numbers are drier and/or hotter than normal and positive numbers are wetter and/or cooler than normal.



The Drought-Demand Model shows continuing reductions for the next 20 years. We find in our base case that 2050 Santa Clara County demand for potable water could be about 225,000 acre-feet per year (AFY) in 2050. In this case, the 350,000 AFY predicted by the WSMP 2050 “High Demand with Conservation” projection could be a 55% overestimate.



We believe the Drought-Demand Model uses reasonable alternative assumptions that should be considered and tracked to avoid over-investment, leading to increased unit-costs and increased water rates, thus resulting in additional conservation, etc.

A word about population projections: Valley Water uses relatively aggressive population growth numbers based on projections of the Association of Bay Area Governments. The growth rate chosen by Valley Water for its projections has not been attained for the past 25 years and far exceeds historical population growth rates. The Department of Finance

projections we use have generally been accurate within 3% on a 10-year basis, with errors tending toward overestimation of growth.

3. Conclusion

We ask that Valley Water's 2025 UWMP consider our Drought-Demand Model demand projections for Santa Clara County, and inform retailers in the County about this alternative for consideration in their UWMPs.

The potential for reduced demand provides an opportunity to further reduce reliance on the Sacramento/San Joaquin Delta and return much-needed flows to the ecosystem as mandated by the Delta Reform Act. This is also in line with Valley Water's 2026 Legislative Guiding Principles which support "efforts to address all Delta stressors, including … in-Delta and upstream diversions."

In particular, the Sierra Club is concerned about Valley Water's participation in mega-projects such as Sites Reservoir and the Delta Conveyance Project. In addition to the great environmental harm these projects will have on the Delta, these projects will have ever-rising costs resulting in unplanned water rate increases and impacts on water affordability. Decreasing demand would also result in increased water rates per unit. These rate increases would likely encourage further demand reduction. Although we did not analyze affordability for Valley Water ratepayers as part of these comments**, the potential impacts of decreasing demand on affordability should be analyzed and understood.**

In summary, utilizing more realistic demand projections improves planning, reduces the need for rate increases, reduces the need to invest in water supply projects, and helps to address affordability.

Thank you for considering our input and making sure the 2025 UWMP includes modeling scenarios that capture the potential for continued reduction in demand. We would welcome the opportunity to meet with staff to discuss our Drought-Demand Model and the importance of these alternative demand projections in the context of the UWMP.

Sincerely,

Sue Chow, Chapter Chair
Sierra Club Loma Prieta Chapter

Miguel Miguel, Director
Sierra Club California

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Santa Clara Valley Water District

File No.: 26-0483

Agenda Date: 6/9/2026
Item No.: 3.6.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
Adoption of 2025 Urban Water Management Plan and Water Shortage Contingency Plan.

RECOMMENDATION:
A. Adopt the Resolution ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN; and
B. Adopt the Resolution ADOPTING THE WATER SHORTAGE CONTINGENCY PLAN.

SUMMARY:
Every five years, urban water suppliers in California are required by State law to prepare an Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP). The UWMP and WSCP are required to be submitted to the California Department of Water Resources (DWR) by July 1, 2026.

Santa Clara Valley Water District (Valley Water) has prepared its 2025 UWMP and WSCP consistent with California Water Code Sections 10610 through 10656 and in accordance with DWR guidelines. Valley Water's 2025 UWMP documents current and projected water supplies and demands over the next 25 years during normal and drought years, as well as conservation efforts to reduce long-term water demand. The plan provides an overall picture of current and future water conditions and management in Santa Clara County. The WSCP establishes Valley Water's actions and procedures for addressing water shortages due to droughts and other emergencies.

Valley Water's draft 2025 UWMP and WSCP were available for public review and comment from May 6, 2026 to June 9, 2026. On June 9, 2026, Valley Water Board held a public hearing for the public to provide comments on the draft UWMP and WSCP. The notice of the public hearing and release of the draft plans were published in local newspapers in May, emailed to retailers and local agencies, and sent via newsletter to interested parties. Valley Water considered all comments received prior to and during the public hearing.

ENVIRONMENTAL JUSTICE IMPACT:
The Urban Water Management Plan addresses water supply equity by ensuring a cost-effective, high-quality supply is available for all of Santa Clara County, including disadvantaged communities.

FINANCIAL IMPACT:
There is no financial impact associated with this item.

CEQA:
CEQA does not apply to the preparation and adoption of UWMPs (California Water Code Section 10652).

ATTACHMENTS:
Attachment 1: Resolution, 2025 Urban Water Management Plan
Attachment 2: Resolution, Water Shortage Contingency Plan

UNCLASSIFIED MANAGER:
Kirsten Struve, 408-630-3138

BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT

RESOLUTION NO. 2026-

ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN

WHEREAS, the California Urban Water Management Planning Act requires urban water suppliers supplying water to more than 3,000 customers or 3,000 acre feet per year to prepare and adopt an Urban Water Management Plan every five years; and

WHEREAS, the Santa Clara Valley Water District (Valley Water) prepared its 2025 Urban Water Management Plan in accordance with the requirements and procedures set forth in the Urban Water Management Planning Act; and

WHEREAS, a public hearing was held on June 9, 2026, to receive public comments on the draft plan; and

WHEREAS, the Valley Water Board of Directors has reviewed and considered the 2025 Urban Water Management Plan and has deemed it accurately represents Valley Water's water resources planning and management.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District does hereby:

1. Adopt the 2025 Urban Water Management Plan; and

2. Direct the Chief Executive Officer to file the 2025 Urban Water Management Plan with the California Department of Water Resources by July 1, 2026.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on June 9, 2026:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

_____
TONY ESTREMERA
Chair, Board of Directors

ATTEST

_____
CANDICE KWOK-SMITH
Clerk, Board of Directors

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BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT

RESOLUTION NO. 2026-

ADOPTING THE WATER SHORTAGE CONTINGENCY PLAN

WHEREAS, the California Urban Water Management Planning Act requires urban water suppliers supplying water to more than 3,000 customers or 3,000 acre feet per year to prepare and adopt an Urban Water Management Plan every five years; and

WHEREAS, the Santa Clara Valley Water District (Valley Water) prepared its 2025 Urban Water Management Plan in accordance with the requirements and procedures set forth in the Urban Water Management Planning Act; and

WHEREAS, as part of the 2025 Urban Water Management Plan, Valley Water updated its Water Shortage Contingency Plan to establish actions and procedures for addressing water shortages due to droughts and other emergencies; and

WHEREAS, a public hearing was held on June 9, 2026, to receive public comments on the draft plan; and

WHEREAS, the Valley Water Board of Directors has reviewed and considered the Water Shortage Contingency Plan and has deemed it accurately represents Valley Water's water shortage contingency planning.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District does hereby:

1. Adopt the Water Shortage Contingency Plan; and
2. Direct the Chief Executive Officer to file the Water Shortage Contingency Plan with the California Department of Water Resources by July 1, 2026.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on June 9, 2026:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

_____
TONY ESTREMERA
Chair, Board of Directors

ATTEST

_____
CANDICE KWOK-SMITH
Clerk, Board of Directors

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Santa Clara Valley Water District

File No.: 26-0322

Agenda Date: 6/9/2026
Item No.: 4.1.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
Adopt a Resolution Requesting and Consenting to Consolidation of Election for November 3, 2026, and Requesting Consolidation and Performance of Services from the County of Santa Clara Registrar of Voters.

RECOMMENDATION:
Adopt the Resolution CALLING A GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, AND REQUESTING CONSOLIDATION AND PERFORMANCE OF SERVICES FROM THE COUNTY OF SANTA CLARA REGISTRAR OF VOTERS.

SUMMARY:
In preparation for the November 3, 2026, Board of Directors elections for District 1, 4, 6 and 7, Santa Clara Valley Water District (Valley Water) has been notified by the County Registrar of Voters that it is necessary for the Board to adopt and submit a resolution (Attachment 1) pertaining to a request for, and consent to, consolidation of elections pursuant to Part 3 (commencing with Section 10400) of the Elections Code.

As approved by the Board in September 2023, the approved resolution includes language stating candidates will pay 50% and Valley Water will pay 50% of the candidate's statement costs, which includes costs associated with printing, translating, and distributing said candidate's statement.

Attached for Board information is the Abbreviated General Election Calendar for the November 3, 2026, election (Attachment 2)

Once the Board has adopted the resolution, the Clerk will file with the County Board of Supervisors and County Registrar of Voter in accordance with the election deadline.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice and equity impacts associated with this item.

FINANCIAL IMPACT:
Adequate funds to cover the elections in District 1, 4, 6 and 7 have been included in the Fiscal Year 2026 Clerk of the Board budget

CEQA:
The recommended action does not constitute a project under CEQA because it does not have the potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
Attachment 1: Resolution
Attachment 2: Abbreviated General Election Calendar

UNCLASSIFIED MANAGER:
Candice Kwok-Smith, 408-630-3193

BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT

RESOLUTION NO. 2026-

CALLING A GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, AND REQUESTING CONSOLIDATION AND PERFORMANCE OF SERVICES FROM THE COUNTY OF SANTA CLARA REGISTRAR OF VOTERS

WHEREAS, pursuant to Section 1001 of the Elections Code of the State of California, there is an established General Statewide election to be held on Tuesday, November 3, 2026; and

WHEREAS, pursuant to Part 3, Consolidation of Elections, and commencing with Section 10400 of the Elections Code of the State of California, such election may be either completely or partially consolidated and held on the same day, if in the same territory, or in territory that is part the same; and

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District:

Section 1. That pursuant to Section 10403 of the Elections Code of the State of California, the Board of Directors of the Santa Clara Valley Water District calls an election to be held on Tuesday, November 3, 2026, and requests the Board of Supervisors of the County of Santa Clara to completely consolidate the election with the General Statewide election. The consolidated election will be held, regulated, and conducted in accordance with the provisions of the law.

Section 2. That pursuant to Sections 10507 and 10508 of the Elections Code of the State of California, a general election is necessary for purposes of filling a governing board seat for the offices listed below and to be voted upon at such election.

Title of Each Office	Length of Term	Number of Seats	At-Large or District Number
Director, District 1	4-Year Term	One (1) Seat	District 1
Director, District 4	4-Year Term	One (1) Seat	District 4
Director, District 6	4-Year Term	One (1) Seat	District 6
Director, District 7	4-Year Term	One (1) Seat	District 7

Section 3. That pursuant to Sections 10002 and 10520 of the Elections Code of the State of California, the Santa Clara Valley Water District requests the services of the Board of Supervisors of the County of Santa Clara and the Registrar of Voters of the County of Santa Clara to render such services to the special district as requested by the Board Clerk, and shall reimburse the county for the costs incurred by the County of Santa Clara Registrar of Voters in conducting the general election for the special district. The special district requests the County of Santa Clara Board of Supervisors to permit the County of Santa Clara Registrar of Voters to prepare the special district's election materials. The election services to be performed shall include the preparation, printing and mailing of official ballots and county voter information guides; the establishment of precincts, election ballots, return mail envelopes, ballot drop boxes, vote centers, election officers, and producing such publications as are required by law in connection therewith; the furnishing of ballots, envelopes, and other necessary supplies and materials for voting places; the canvassing of the returns of the election; the furnishing of the results of such canvassing to the Board Clerk; and, the performance of other election services as may be requested by the Board Clerk.

Section 4. That the Board of Directors of the Santa Clara Valley Water District requests the Board of Supervisors of the County of Santa Clara to hold and conduct the election in the manner prescribed in Section 10418 of the Elections Code of the State of California, and to further provide that the Registrar of Voters canvass the returns of the election. The County of Santa Clara is hereby authorized to certify the returns of the election.

Section 5. That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted upon in the Santa Clara Valley Water District on November 3, 2026, may prepare a candidate's statement on an appropriate form provided by the Registrar of Voters office. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate. The candidates shall pay 50% and Santa Clara Valley Water District shall pay 50% of the cost of printing, translating, and distributing said candidate's statement. Each candidate who files such a statement shall be required to pay in advance his or her pro rata share of the estimated costs of printing, handling, and mailing said candidate statement, and such estimated costs shall be determined by the Registrar of Voters.

Section 6. That pursuant to Sections 10551 and 15651 of the Elections Code of the State of California, the method of determining the winner or winners in the event of a tie vote (two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Santa Clara Registrar of Voters, the Board of Directors of the Santa Clara Valley Water District, in accordance with Section 15651(a), any tie vote shall be resolved by lot.

Section 7. In all particulars not recited in this resolution, the special district election shall be held and conducted as provided by law for holding special district elections.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District, State of California, on June 9, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SANTA CLARA VALLEY WATER DISTRICT

_____
TONY ESTREMERA
Chair, Board of Directors

ATTEST

_____
CANDICE KWOK-SMITH
Clerk, Board of Directors

ABBREVIATED
AMENDED SEPTEMBER 18, 2025
GENERAL ELECTION CALENDAR
November 3, 2026
County of Santa Clara Registrar of Voters

This calendar may not contain all candidate or district filing requirements. The Office of the Registrar of Voters is not open for filings on Saturday, Sunday or holidays.

In preparation of your election, cost estimates can be requested by filling out a District Election Cost Estimate Request Form, and returning to the Fiscal Division at ROV-fiscal@rov.sccgov.org. Please keep in mind that cost estimates may take up to 6-weeks to be returned.

Please be aware that when requesting cost estimates or calling for an election the ROV is not responsible for determining if a jurisdiction can hold an election as we cannot give legal advice; consequently, jurisdictions are encouraged to seek advice through their legal counsel.

District Election Cost Estimate Request Form

[1] Refer to California Elections Code §§ 9190 (county elections), 9295 (municipal elections), 9380 (district elections), 9509 (school district elections), and 13313 (other nonpartisan elected offices) for details of public examination periods and California Elections Code § 13314 for writ of mandate procedures.

[2] The period covered by any submitted statement begins on the day after the last day of the reporting period covered by the last statement filed, OR January 1st, if no previous statement has been filed.

[3] Date falls on a weekend or public holiday; This date or deadline has been moved forward to the next business day.

[4] Arguments and Rebuttal Arguments for City measures must be filed with the City Clerk's office. Contact the City Clerk's office for filing deadlines.

# of Days Prior to or Following Election		*Activity Periods and Due Date(s)*	*ACTIVITIES / DOCUMENTS*
E-	125	**Wednesday, July 1, 2026**	***RESOLUTIONS TO BE SUBMITTED TO THE ROV*** Date for jurisdictions (except school districts) to submit resolutions calling for a candidate election to meet timeline for a full nomination period. The ROV encourages jurisdictions to provide a resolution as early as possible. (EC 10509)
E-	123	**Friday, July 3, 2026**	***RESOLUTIONS TO BE SUBMITTED TO THE ROV (SCHOOL DISTRICTS ONLY)*** Date for school districts to submit resolutions calling for a candidate election to meet timeline for a full nomination period. The ROV encourages jurisdictions to provide a resolution as early as possible. (Educ. Code 5322)
E-	113	**Monday, July 13, 2026**	***NOMINATION PERIOD OPENS*** First day candidates may pick up nomination documents at the office of the Registrar of Voters. (EC 8020, 8302 (independent nominations), 10220 (municipal), 10510 (district); Educ. Code 5300 (school district))
E-	98	**Tuesday, July 28, 2026**	***LAST DAY FOR RUNOFF CANDIDATES TO CHANGE BALLOT DESIGNATION*** Last day for runoff candidates for a voter-nominated or nonpartisan office, to submit in writting a change to the ballot designation that will appear under your name. (EC 13107(h))
E-	95	**Friday, July 31, 2026**	[2] ***F.P.P.C. SEMI-ANNUAL STATEMENT DUE*** Deadline for semi-annual financial disclosure report Form 460 covering the reporting period noted below or the day after the closing date of the last statement filed. (Gov. Code 84200 (deadline); 81005 (weekend deadline)) **Reporting Period:** January 1, 2026 to June 30, 2026
E-	90 to 0	**Wednesday, August 5, 2026** to **Tuesday, November 3, 2026**	***CONTRIBUTION / INDEPENDENT EXPENDITURES STATEMENTS RULES BEGIN TO APPLY*** Sums of $1,000 or more to/from a single source must be reported within 24-hours. The Independent Expenditure statement is required only for committees (not candidate controlled) that make independent expenditures totaling $1,000 or more to support or oppose a single ballot measure or a single candidate. (Gov. Code 85309 (24 hours); 85204 (defining "election cycle" as E-90 timeframe))
E-	88	**Friday, August 7, 2026**	[1] ***NOMINATION PERIOD CLOSES*** Deadline to file for all offices, in the Office of the Registrar of Voters only, all required nomination documents. (EC 8020, 8302 (independent nominations), 10220 (municipal), 10510 (district); Educ. Code 5300 (school district); EC 13307 (candidates statements for all candidates)) ***LAST DAY FOR RUNOFF CANDIDATES TO SUBMIT A NEW CANDIDATE STATEMENT*** Last day for runoff candidates for a voter-nominated or nonpartisan office, to submit a new candidate statement to appear in the November general election County Voter Information Guide (CVIG). (EC 13307(a)(2)) [1] ***LAST DAY FOR MEASURE RESOLUTIONS AND TAX RATE STATEMENTS TO BE SUBMITTED TO THE ROV*** Last day for jurisdictions to submit a resolution calling for a measure election, and if applicable, tax rate statements. The ROV encourages jurisdictions to provide a resolution as early as possible. (EC 9401 (tax rate statement),10403 (resolution)) ***LAST DAY FOR PROPONENTS TO WITHDRAW AN INITIATIVE*** Last day for proponents to withdraw an initiative that qualified for the ballot. (EC 9118.5 (county), 9215.5 (municipal), 9311 (district); Educ. Code 5300 (school district))

ABBREVIATED
AMENDED SEPTEMBER 18, 2025
GENERAL ELECTION CALENDAR
November 3, 2026
County of Santa Clara Registrar of Voters

This calendar may not contain all candidate or district filing requirements. The Office of the Registrar of Voters is not open for filings on Saturday, Sunday or holidays.

In preparation of your election, cost estimates can be requested by filling out a District Election Cost Estimate Request Form, and returning to the Fiscal Division at ROV-fiscal@rov.sccgov.org. Please keep in mind that cost estimates may take up to 6-weeks to be returned.

Please be aware that when requesting cost estimates or calling for an election the ROV is not responsible for determining if a jurisdiction can hold an election as we cannot give legal advice; consequently, jurisdictions are encouraged to seek advice through their legal counsel.

District Election Cost Estimate Request Form

[1] Refer to California Elections Code §§ 9190 (county elections), 9295 (municipal elections), 9380 (district elections), 9509 (school district elections), and 13313 (other nonpartisan elected offices) for details of public examination periods and California Elections Code § 13314 for writ of mandate procedures.

[2] The period covered by any submitted statement begins on the day after the last day of the reporting period covered by the last statement filed, OR January 1st, if no previous statement has been filed.

[3] Date falls on a weekend or public holiday; This date or deadline has been moved forward to the next business day.

[4] Arguments and Rebuttal Arguments for City measures must be filed with the City Clerk's office. Contact the City Clerk's office for filing deadlines.

# of Days Prior to or Following Election		Activity Periods and Due Date(s)	ACTIVITIES / DOCUMENTS
E-	87 to 83	**Saturday, August 8, 2026** to **Wednesday, August 12, 2026**	[1] ***NOMINATION EXTENSION PERIOD*** If the incumbent fails to file a Declaration of Candidacy by deadline for their office, there will be a 5-calendar-day extension during which any candidate, other than the incumbent, may file for said office. (EC 8022, 8023 (indepedent nominations), 8024 (county), 8204 (judges), 10225 (municipal), 10407, 10516 (district), 10604 (school district); Educ. Code 5300 (school district))
E-	87 to 78	**Saturday, August 8, 2026** to **Monday, August 17, 2026**	[1] ***CANDIDATE STATEMENT EXAMINATION PERIOD*** The elections official shall make a copy of the material referred to in Section 13307 of the Elections Code available for public examination during business hours for a period of 10-calendar days immediately following the filing deadline for submission of those documents. (EC 13313)
E-	84	**Tuesday, August 11, 2026**	[1,4] ***DUE DATE FOR PRIMARY ARGUMENTS*** 5:00 p.m. is the deadline set by the Registrar of Voters for submitting primary arguments in favor of and against a measure. Submitted primary arguments may be withdrawn until 5:00 on this day. Arguments for City measures must be filed with the City Clerk's office. Contact the City Clerk's office for filing deadlines. (EC 9162 (county), 9316 (district), 9502 (school district), 9601 (withdrawing an argument)) ***DUE DATE FOR LIST OF MEASURE SUPORTERS /OPPONENTS*** A 5:00 p.m. deadline is set by the Registrar of Voters for submitting a list of Primary Argument Supporters/Opponents to be printed below the ballot label. (EC 9170(b) (all measures))
E-	83	**Wednesday, August 12, 2026**	***LAST DAY TO AMEND OR WITHDRAW A MEASURE*** Deadline for jurisdictions to amend or withdraw a measure from the ballot. The measure must be amended or withdrawn by resolution. (EC 9605)
E-	83 to 74	**Wednesday, August 12, 2026** to **Friday, August 21, 2026**	[1,4] ***EXAMINATION PERIOD FOR ALL PRIMARY ARGUMENTS FILED*** The elections official shall make the arguments available for public examination during business hours for a period of 10-calendar days immediately following the filing deadline for submission of those documents. (EC 9190 (county), 9380 (district), 9509 (school district))
E-	82	**Thursday, August 13, 2026**	***RANDOMIZED ALPHABET DRAWING*** This day the Secretary of State (SOS) and the Office of the Registrar of Voters will conduct a drawing of letters of the alphabet to determine the order in which candidates appear on the ballot. (EC 13111, 13112, 13113)
E-	77	**Tuesday, August 18, 2026**	[1,4] ***DUE DATE FOR REBUTTAL ARGUMENTS AND IMPARTIAL ANALYSES*** 5:00 pm is the deadline set by the Registrar of Voters for submitting rebuttal arguments to primary arguments in favor of and against a measure and impartial analyses. (EC 9167 (county rebuttals), 9317 (district rebuttals), 9504 (school district rebuttals); EC 9160, 9280, 9313, 9314, 9500 (impartial analyses)). Submitted primary arguments may be withdrawn until 5:00 on this day. (EC 9601)
E-	76 to 67	**Wednesday, August 19, 2026** to **Friday, August 28, 2026**	[1,4] ***EXAMINATION PERIOD FOR ALL REBUTTALS AND IMPARTIAL ANALYSES FILED*** The elections official shall make the rebuttal arguments and Impartial Analyses available for public examination during business hours for a period of 10-calendar days immediately following the filing deadline for submission of those documents. (EC 9190 (county), 9380 (district), 9509 (school district))
E-	67	**Friday, August 28, 2026**	[1,4] ***FINAL PRINTING DEADLINE*** Any petition for writ of mandate, including any appeals, should be resolved by this date so the Registrar of Voters can meet necessary printing deadlines.
E-	57 to 14	**Monday, September 7, 2026** to **Tuesday, October 20, 2026**	***WRITE-IN CANDIDACY PERIOD*** Between these dates is the period for candidates to obtain and file write-in nomination documents in the Office of the Registrar of Voters. (EC 8601)

ABBREVIATED
AMENDED SEPTEMBER 18, 2025
GENERAL ELECTION CALENDAR
November 3, 2026
County of Santa Clara Registrar of Voters

This calendar may not contain all candidate or district filing requirements. The Office of the Registrar of Voters is not open for filings on Saturday, Sunday or holidays.

In preparation of your election, cost estimates can be requested by filling out a District Election Cost Estimate Request Form, and returning to the Fiscal Division at ROV-fiscal@rov.sccgov.org. Please keep in mind that cost estimates may take up to 6-weeks to be returned.

Please be aware that when requesting cost estimates or calling for an election the ROV is not responsible for determining if a jurisdiction can hold an election as we cannot give legal advice; consequently, jurisdictions are encouraged to seek advice through their legal counsel.

District Election Cost Estimate Request Form

[1] Refer to California Elections Code §§ 9190 (county elections), 9295 (municipal elections), 9380 (district elections), 9509 (school district elections), and 13313 (other nonpartisan elected offices) for details of public examination periods and California Elections Code § 13314 for writ of mandate procedures.

[2] The period covered by any submitted statement begins on the day after the last day of the reporting period covered by the last statement filed, OR January 1st, if no previous statement has been filed.

[3] Date falls on a weekend or public holiday; This date or deadline has been moved forward to the next business day.

[4] Arguments and Rebuttal Arguments for City measures must be filed with the City Clerk's office. Contact the City Clerk's office for filing deadlines.

# of Days Prior to or Following Election		*Activity Periods and Due Date(s)*	*ACTIVITIES / DOCUMENTS*
E-	45	**Saturday, September 19, 2026**	***LAST DAY TO MAIL BALLOTS TO MILITARY AND OVERSEAS VOTERS*** (42 U.S.C. 20302(a)(8) (federal elections); EC 3102, 3105 (all elections))
E-	40	**Thursday, September 24, 2026**	[2] ***F.P.P.C. 1st PRE-ELECTION STATEMENT DUE*** Deadline for financial disclosure report Form 460 covering the reporting period noted below or the day after the closing date of the last statement filed. (Gov. Code 84200.8) **Reporting Period:** January 1, 2026 to September 19, 2026
E-	40 to 21	**Thursday, September 24, 2026** to **Tuesday, October 13, 2026**	***ROV TO MAIL COUNTY VOTER INFORMATION GUIDES (CVIGs) TO ALL ACTIVE REGISTERED VOTERS*** (E-21 is the last day to mail CVIGs) (EC 13303)
E-	29	**Monday, October 5, 2026**	***MAILING OF VOTE-BY-MAIL PACKETS*** Last day to begin mailing vote-by-mail ballots. (EC 3001 (all elections), 4005 (for all-mail elections))
E-	29 to 1	**Monday, October 5, 2026** to **Monday, November 2, 2026**	***EARLY VOTING PERIOD AT THE ROV OFFICE*** Early voting is available at the Registrar of Voters office for individuals wishing to drop off ballots or vote in person during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., beginning 29 days prior the election. (EC 3000.5(a), 3001)
E-	15	**Monday, October 19, 2026**	***LAST DAY TO REGISTER TO VOTE FOR NOVEMBER ELECTION*** Deadline to register to be eligible to vote in this election with a regular ballot. (EC 2102)
E-	14 to 0	**Tuesday, October 20, 2026** to **Tuesday, November 3, 2026**	***CONDITIONAL VOTER REGISTRATION*** Conditional Voter Registration is open for a full 14 days prior to the election and must be done in person at the Registrar of Voters office or at any Vote Center. (EC 2170) Vote Centers are open 11 days prior to the election, and to all registered voters in Santa Clara County, and to all registered voters in jurisdictions holding special elections. (EC 4005) Any voter can go to any Vote Center location throughout the County. Hours may vary by location and locations may vary with each election – please see listing on our website at https://vote.santaclaracounty.gov/home or click link below. Official Ballot Drop Box and Vote Center Sites Information *(The ROV website will be updated for each election.)*
E-	12	**Thursday, October 22, 2026**	[2] ***F.P.P.C. 2nd PRE-ELECTION STATEMENT DUE*** Deadline for financial disclosure report Form 460 covering the reporting period noted below or the day after the closing date of the last statement filed. (Gov. Code 84200.8) **Reporting Period:** September 20, 2026 to October 17, 2026
E-	10 to 0	**Saturday, October 24, 2026** to **Tuesday, November 3, 2026**	***VOTE CENTERS OPEN 10 DAYS BEFORE AND INCLUDING ELECTION DAY*** Vote Centers are open 11 days prior to the election, and to all registered voters in Santa Clara County, and to all registered voters in jurisdictions holding special elections. Any voter can go to any Vote Center location throughout the County. Hours may vary by location and locations may vary with each election – please see listing on our website at https://vote.santaclaracounty.gov/home or click link below. (EC 4005) Official Ballot Drop Box and Vote Center Sites Information *(The ROV website will update for each election.)*
E-	7	**Tuesday, October 27, 2026**	***LAST DAY TO REQUEST VOTE-BY-MAIL REPLACEMENT BALLOT TO BE MAILED*** Deadline at 5:00 p.m. to submit a request for a Vote-by-Mail replacement ballot to be mailed to voter. (EC 3015)

ABBREVIATED
AMENDED SEPTEMBER 18, 2025
GENERAL ELECTION CALENDAR
November 3, 2026
County of Santa Clara Registrar of Voters

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[1] Refer to California Elections Code §§ 9190 (county elections), 9295 (municipal elections), 9380 (district elections), 9509 (school district elections), and 13313 (other nonpartisan elected offices) for details of public examination periods and California Elections Code § 13314 for writ of mandate procedures.

[2] The period covered by any submitted statement begins on the day after the last day of the reporting period covered by the last statement filed, OR January 1st, if no previous statement has been filed.

[3] Date falls on a weekend or public holiday; This date or deadline has been moved forward to the next business day.

[4] Arguments and Rebuttal Arguments for City measures must be filed with the City Clerk's office. Contact the City Clerk's office for filing deadlines.

# of Days Prior to or Following Election		*Activity Periods and Due Date(s)*	*ACTIVITIES / DOCUMENTS*
E	**0**	**Tuesday, November 3, 2026**	***ELECTION DAY*** All Vote Centers and ROV office are open from 7:00 a.m. to 8:00 p.m. for dropping off ballot or voting in person. (EC 10541 (district), 14212 (all polls)) Ballots must be postmarked by this date and received within 7 days following the Election. (EC 3020)
E+	**22**	**Wednesday, November 25, 2026**	***ELECTIONS OFFICIAL DEADLINE TO NOTIFY VOTER OF UNMATCHED OR MISSING SIGNATURE*** In the case of a voter whose signature does not match or is missing, the elections official is required to notify the voter at least 8 days before the certification of the election of an opportunity to update the voter's signature. (EC 3019(d))
E+	**28**	**Tuesday, December 1, 2026**	***SIGNATURE DEADLINE*** Last day to turn in unsigned ballot or signature verification statements by 5:00 p.m. (EC 3019(d))
E+	**30**	**Thursday, December 3, 2026**	***OFFICIAL CERTIFICATION OF RESULTS*** Registrar of Voters to certify election results. (EC 15400, 15401, 15372)
E+	**90**	**Monday, February 1, 2027**	[2,3] ***F.P.P.C. SEMI-ANNUAL STATEMENT DUE*** Deadline for semi-annual financial disclosure report Form 460 covering the reporting period noted below or the day after the closing date of the last statement filed. (Gov. Code 84200) Date moved from E+89 to E+90 due to falling on a weekend. **Reporting Period:** June 30, 2026 to December 31, 2026

Santa Clara Valley Water District

File No.: 26-0481

Agenda Date: 6/9/2026
Item No.: 4.2.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
Adopt a Resolution Establishing Appropriations Limit for Fiscal Year 2026-27.

RECOMMENDATION:

A. Select the cost-of-living factor to establish the Santa Clara Valley Water District's Appropriations Limit; and
B. Adopt the Resolution ESTABLISHING APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026-27.

SUMMARY:
California's State Appropriations Limit (SAL) was originally established by Proposition 4 in 1979 and places an "upper bound" each year on the amount of monies that can be spent from tax proceeds. The SAL grows annually by a population and cost-of-living factor.

In accordance with the Requirements of Government Code Section 7901-7914, the Board shall by resolution, establish the Santa Clara Valley Water District's (Valley Water) annual Appropriations Limit and make other necessary determinations for each fiscal year pursuant to Article XIII B of the California Constitution.

The Appropriations Limit may increase annually by a factor comprised of the percentage change in population on January 1 of the current year, for Santa Clara County in conjunction with either the percentage change in California per capita personal income or the percentage change in assessment roll due to local non-residential new construction. As with prior fiscal years, staff recommends using the percentage change in the California per capita personal income as provided for by the Department of Finance.

For fiscal year (FY) 2026-27, the percentage change in population for Santa Clara County is 0.23% and the percentage change in California per capita personal income is 4.95%, which correspond to factors of 1.0023 and 1.0495, respectively. These factors combine to a growth factor of 1.0519, which, when applied to the FY 2025-26 Appropriations Limit of $215,324,646, results in an FY 2026-27 Appropriations Limit of $226,499,995, as reflected in the attached Resolution.

Estimated proceeds of taxes subject to the limit total $54,318,336 and are derived from the District's share of the 1% ad valorem property tax for Benefit Assessment Funds 23, 24, and 25. This estimate is calculated by applying the District's historical proportion of eligible property tax revenues to the projected FY 2026-27 property tax receipts, consistent with the methodology used in prior years.

As a result, when the FY 2026-27 appropriations limit of $226,499,995 is compared to the $54,318,336 estimated proceeds of taxes subject to the limit, Valley Water is projected to be $172,181,659 below the FY 2026-27 Appropriations Limit.

In accordance with Government Code Section 7910, the documentation used in calculating the FY 2026-27 annual Appropriations Limit was made available for public review at least 15 days prior to the meeting date, by posting a copy at Valley Water's Headquarters Building, 5700 Almaden Expressway, San Jose, CA.

ENVIRONMENTAL JUSTICE IMPACT:
There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:
By adopting the resolution, Valley Water will have complied with SAL and set its FY 2026-27 appropriations limit at $226,499,995.

CEQA:
The recommended action does not constitute a project because it does not have the potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
Attachment 1: Resolution

UNCLASSIFIED MANAGER:
Darin Taylor, 408-630-3068

BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT

RESOLUTION NO. 2026-

ESTABLISHING APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026-27

WHEREAS, Article XIII B of the California Constitution and Government Code Sections 7901-7914 provide that the State and each local agency shall be subject to an annual Appropriations Limit as defined therein; and

WHEREAS, Article XIII B, Section 8(e)(2), requires each local government entity to select its methodology annually by a recorded vote of the governing body; and

WHEREAS, the Santa Clara Valley Water District (Valley Water) has selected the percentage change in California per capita personal income as the factor to be used in the calculation of the Appropriations Limit; and

WHEREAS, Valley Water has prepared the applicable documentation as intended by Article XIII B of the California Constitution, and such documents pursuant to Government Code Section 7910(a) were made available fifteen (15) days prior to adoption for public review in the Office of the Clerk of the Board during regular business hours.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Santa Clara Valley Water District that the Appropriations Limit for Fiscal Year 2026-27 is hereby established at $226,499,995 by applying the percentage change in California per capita personal income of 4.95 percent, and the Santa Clara County population percentage change over prior year of 0.23 percent as shown on Exhibit A. This limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution.

BE IT FURTHER RESOLVED that any judicial action or proceeding to attack, review, set aside, void, or annul the Fiscal Year 2026-27 Appropriations Limit established by this resolution shall be commenced within forty-five (45) days from the date of this resolution in accordance with Section 7910(b) of the Government Code.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on June 9, 2026:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

_____
TONY ESTREMERA
Chair, Board of Directors

ATTEST

_____
CANDICE KWOK-SMITH
Clerk, Board of Directors

EXHIBIT A
COVERSHEET

FISCAL YEAR 2026-27 APPROPRIATIONS LIMIT ON THE PROCEEDS OF TAXES

No. of Pages: 1

Exhibit Attachments: None

EXHIBIT A

Santa Clara Valley Water District Fiscal Year 2026-27
Appropriations Limit on the Proceeds of Taxes*

	FY 2025-26 Appropriations Limit	Ratio of Change	FY 2026-27** Appropriations Limit	FY 2026-27 Budgeted Proceeds of Taxes	Amount Under/(Over) Limit
Watershed & Stream Stewardship	$215,324,646	1.0519	$226,499,995	$54,318,336	$172,181,659

Article XIII B of the California Constitution specifies that local jurisdictions may select either the percentage change in California per capita personal income or the percentage change in the local assessment roll due to the addition of local non-residential new construction. The percentage change in the California per capita personal income has been selected by the Santa Clara Valley Water District and is 4.95 percent.

The population percentage change minus exclusions as reported by the State Department of Finance and prepared pursuant to Government Code Section 7901 (b) is calculated for Santa Clara County for the period from January 1, 2025, to January 1, 2026, to be used in setting the Appropriations Limit for Fiscal Year 2026-27. That change is 0.23 percent.

Per Capita Personal Income:	4.95%	converted to a factor	= 1.0495
Population (Santa Clara County):	0.23%	converted to a factor	= 1.0023
	Ratio of Change:	**(1.0495 x 1.0023)**	= **1.0519**

*Other watershed funds, Lower Peninsula and West Valley, and the Water Enterprise Fund were exempt from the Appropriations Limit under Article XIII B because they did not meet the criteria.

**Commencing with the FY 2009-10 Adopted Budget, the discretionary 1 percent ad valorem property taxes and other revenues (excluding benefit assessment charges) for Guadalupe, Coyote, and Uvas/Llagas watershed funds have been consolidated, as one, into the Watershed and Stream Stewardship Fund.

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Santa Clara Valley Water District

File No.: 26-0508

Agenda Date: 6/9/2026
Item No.: 4.3.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
Review and Adopt "Reasonable Efforts" to Comply with Senate Bill 707 to Invite Groups that Do Not Traditionally Participate in Public Meetings to Attend Those Meetings.

RECOMMENDATION:
Adopt staff's recommended reasonable efforts to invite groups that do not traditionally participate in public meetings to attend Valley Water public meetings, to comply with California State Senate Bill 707.

SUMMARY:
Beginning July 1, 2026, California State Senate Bill 707, Chapter 327, Statutes of 2025, requires "eligible legislative bodies", including Santa Clara Valley Water District (Valley Water), to make reasonable efforts, as determined by the legislative body, to invite groups that do not traditionally participate in public meetings to attend those meetings.

The law indicates that the "groups" referred to in the law include, but are not limited to, all of the following:
(I) Media organizations that provide news coverage in the jurisdiction of the eligible legislative body, including media organizations that serve non-English-speaking communities.
(II) Good government, civil rights, civic engagement, neighborhood, and community group organizations, or similar organizations that are active in the jurisdiction of the eligible legislative body, including organizations active in non-English-speaking communities.
The statute also clarifies that legislative bodies shall have broad discretion in the choice of reasonable efforts they make and that no legal action shall be commenced or maintained against an eligible legislative body arising from failing to provide public meeting information to any specific group.

Currently, notices of Board meetings and Board Committee meetings are posted physically outside the building and on our website, available to the public and easily translatable into a user's preferred language using auto-translators available on many digital platforms.

In addition to existing outreach efforts, staff recommends further amplifying public awareness of

upcoming board and committee meetings with additional messaging, thereby making “reasonable efforts” to comply with Senate Bill 707. Specifically, Valley Water events subject to the Brown Act would be highlighted on the following:

1. On the agency’s website;
2. Across Valley Water’s social media platforms with 33,000+ followers; and
3. In Valley Water’s monthly newsletter, which has 65,000+ subscribers.

Again, many digital platforms offer technology that automatically translates content into a user’s preferred language, enhancing accessibility for diverse audiences. Valley Water materials pointing to Valley Water board and committee meetings will also include QR codes that direct interested participants to the Valley Water webpage listing these agendized public events.

ENVIRONMENTAL JUSTICE IMPACT:
The additional outreach measures proposed by staff are intended to bring more voices to the table. Increased engagement and hearing additional perspectives foster equity.

FINANCIAL IMPACT:
There is no financial impact associated with this item.

CEQA:
The recommended action does not constitute a project under CEQA because it does not have the potential to result in a direct or reasonably foreseeable physical change in the environment.

ATTACHMENTS:
None.

UNCLASSIFIED MANAGER:
Rachael Gibson, 408-630-2884

Santa Clara Valley Water District

File No.: 26-0462

Agenda Date: 6/9/2026
Item No.: 4.4.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
Approve Reappointments to the Renewed Safe, Clean Water and Natural Flood Protection Program Independent Monitoring Committee.

RECOMMENDATION:
Consider and approve reappointments to the Renewed Safe, Clean Water and Natural Flood Protection Program Independent Monitoring Committee.

SUMMARY:
At the February 23, 2021, Board meeting, the Board adopted Resolution 21-10, creating a 14-member Safe, Clean Water and Natural Flood Protection Program Independent Monitoring Committee of the Santa Clara Valley Water District (Attachment 1).

Each Director is allotted two committee member nominations for appointment consideration; one committee member to serve a two-year term, and one committee member to serve a three-year term.

Stated below, for Board consideration, are the three individuals nominated for reappointment, and their respective terms of service.

Applicant Name: Will Ector
Nominating Director: Director Richard Santos, District 3
Length of Term: Two years

Applicant Name: Bill Hoeft
Nominating Director: Director Nai Hsueh, District 5
Length of Term: Two years

Applicant Name: Rebecca Gallardo
Nominating Director: Director Tony Estremera, District 6
Length of Term: Two years

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with this item.

FINANCIAL IMPACT:
There is no financial impact associated with this item.

CEQA:
The recommended action does not constitute a project under CEQA because it does not have the potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
Attachment 1: SCVWD Resolution 21-10

UNCLASSIFIED MANAGER:
Wendy Ho, 408-630-3874

BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT

RESOLUTION NO. 21-10

PROVIDING FOR A SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM INDEPENDENT MONITORING COMMITTEE OF THE SANTA CLARA VALLEY WATER DISTRICT

RESOLVED by the Board of Directors of the Santa Clara Valley Water District as follows:

I. GENERAL

A. Resolution 20-64, approved by the voters of Santa Clara County by the passage of the November 3, 2020, Safe, Clean Water and Natural Flood

Protection Program (Program) (ballot Measure S), requires that the Santa Clara Valley Water District (Valley Water) Board of Directors (Board) appoint an external Independent Monitoring Committee (Committee) to: (1) conduct an annual review of Valley Water's fiscal year report on the Program; (2) provide an annual report from the Committee to the Board regarding implementation of the intended results of the Program; (3) review each five-year implementation plan for the Program prior to its submittal to the Board for approval; and (4) review and recommend to the Board and Public every fifteen years whether the special tax should be reduced or repealed, or is needed to build additional projects to achieve related programmatic benefits in accordance with the priorities of the Program. The Committee also may, through its review of the annual reports and five-year implementation plans, make recommendations to the Board regarding reasonably necessary measures to meet the priorities of the Program.

B. The Committee shall be comprised of 14 members who reside within Santa Clara County: two members to be nominated by each member of the Board. In nominating Committee members, Board members shall strive to ensure fair treatment and meaningful involvement of all peoples regardless of race, color, gender identity, disability status, national origin, tribe, culture, income, immigration status, English language proficiency, or religion.

C. In order to provide continuity, each Board member shall nominate one Committee member to serve a three-year term, and one Committee member to serve a two-year term. The terms of office of Committee members shall begin on July 1 of a given year and are subject to reappointment by the full Board.

D. Committee members shall be subject to Valley Water's Conflict of Interest Code (Code), including its filing requirements for statements of economic interest, if the Code is subsequently amended to specifically include them.

E. Independent of Valley Water's Conflict of Interest Code, Committee members shall have an obligation to promptly disclose to Valley Water and the Committee Chair any existing membership, employment, management, or governance relationship with any entity actively seeking or receiving monetary grants from the Program.

F. Meetings of the Committee shall be governed by the Ralph M. Brown Act, Government Code Sections 54950-54961.

II. PURPOSE

A. The Committee will provide for a regular meeting to be held not less than once per year.

B. Between December and February every year beginning in December 2022, the Committee shall conduct an annual review of the Program's prior fiscal year annual report and prepare and submit a summary of its findings to the Board, which shall be made available to Santa Clara County residents, regarding the Committee's review of the implementation of the intended results of the Program.

C. The Committee shall review each five-year implementation plan for the Program prior to its submittal to the Board for approval. In this review, the Committee will reasonably inform itself to the extent necessary to determine the degree to which Valley Water's five-year implementation plans for the Program are being accomplished.

D. Through its review of the annual reports and five-year implementation plans, the Committee may make recommendations to the Board regarding reasonably necessary measures to meet the priorities of the Program.

E. Every fifteen years, starting in 2035, the Committee shall review and recommend to the Board and Public whether the special tax should be reduced or repealed, or is needed to build additional projects to achieve related programmatic benefits in accordance with the priorities of the Program.

F. Valley Water shall fund clerical support.

III. CONDUCT OF MEETINGS

A. A majority of the Committee will be determined based upon the simple majority of the number of Committee members holding office.

B. The Chairperson or a majority of the Committee membership may call for a special meeting of the Committee from time to time in accordance with Section 54956 of the Government Code. Such meetings shall be held at the Valley Water Headquarters or such other place and time as the Chairperson may designate. Valley Water may request the Chairperson or Committee to convene a special meeting.

C. Notices of each Committee meeting, together with an agenda thereof and the draft minutes of the preceding meeting, shall be electronically mailed or sent by first class mail, postage prepaid, to each Committee member, and made available to the public in accordance with the Ralph M. Brown Act.

D. The Committee may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time.

E. The powers of the Committee shall be vested in the members thereof in office from time to time. A majority of the full membership of the Committee shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. With the exception above specified, actions of the Committee may be taken upon the affirmative vote of not less than a majority of a quorum present and voting.

F. The voting on all matters shall be by voice vote unless a roll call vote is called for by any member of the Committee.

G. Discussion on any particular matter by either Committee members or by any member of the general public may be limited, in the discretion of the Chairperson, to such length of time as the Chairperson may deem reasonable under the circumstances.

H. Whenever the Committee authorizes and instructs the Chairperson to appoint a subcommittee of the Committee or a committee composed of persons who are not members of the Committee, the members of such subcommittee or committee shall serve at the pleasure of the Chairperson. The Chairperson of such subcommittees and committees shall be appointed by the Chairperson of the Committee. All subcommittee meetings shalt be conducted in accordance with the Ralph M. Brown Act.

I. All meetings of the Committee shall be open and public.

J. The Committee may be adjourned sine die by the Chairperson at the close of consideration of the business before it and may thereafter be returned to a course of regular meetings upon the call of the Chairperson or of a majority of the Committee membership in the manner prescribed for a call a special meeting.

IV. OFFICERS

A. The officers of the Committee shall be a Chairperson and Vice Chairperson, both of whom shall be members of the Committee. The Committee shall elect its officers at the first meeting of the Committee's annual review cycle. The Chairperson and Vice Chairperson shall serve a term of one year. All officers shall hold over in their respective offices after their term of office has expired until their successors have been elected and have assumed office.

B. The Chairperson shall preside at all meetings of the Committee. The Chairperson shall sign all resolutions and all other instruments made or promulgated by the Committee and he or she shall perform such other duties as the Committee may prescribe consistent with the purpose of the Committee.

C. The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson; and in case of the resignation of or death of the Chairperson, the Vice Chairperson shall perform such duties as are imposed upon the Chairperson until such time as a new Chairperson is elected by the Committee.

D. Should the office of Chairperson or Vice Chairperson become vacant during the term of such office, the Committee shall elect a successor from its membership at the earliest meeting at which such election would be practicable, and such election shall be for the unexpired term of such office.

E. In the event the Chairperson and Vice Chairperson are both absent from a meeting, the Committee may elect a Chairperson Pro-tempore to preside over the meeting during the absence of the Chairperson and Vice Chairperson.

F. Additional bylaws may be adopted for the purpose of conducting the business of the Committee.

V. AMENDMENT

A. Amendment of this resolution consistent with or necessary to carry out or support the purpose of the Committee may be proposed by vote of the Committee or by Valley Water's Board of Directors. The Board will consider and act upon the proposed amendment without delay but following not less than three calendar days (72 hours) written notice to each Committee member of the time and place when and where the proposed amendment is to be acted upon.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on February 23, 2021:

AYES: Directors Hsueh, Santos, Keegan, Kremen, LeZotte, Varela, Estremera

NOES: Directors None

ABSENT: Directors None

ABSTAIN: Directors None

SANTA CLARA VALLEY WATER DISTRICT

TONY ESTREMERA
Chair, Board of Directors

ATTEST: MICHELE L. KING, CMC

Clerk, Board of Directors

Santa Clara Valley Water District

File No.: 26-0491

Agenda Date: 6/9/2026
Item No.: 4.5.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
Approve Reappointments for a Two-Year Term to the Environmental and Water Resources Committee.

RECOMMENDATION:
Consider and approve reappointments for a two-year term to the Environmental and Water Resources Committee.

SUMMARY:
In accordance with Board Governance Process Policy - 8, Board Committees are established to assist the Board with policy advice, Santa Clara Valley Water District Mission implementation, respective expertise, and, importantly, to help produce the link between Valley Water and the community.

The following reappointments for the Environmental and Water Resources Committee (EWRC) are submitted for Board consideration in accordance with Board Resolution 17-75, Providing for and Defining the Structure and Function of Board Committees (Attachment 1).

Applicant Name: Arthur M. Keller, Ph.D.
Nominating Director: Director Eisenberg
Membership Category: District 7

Applicant Name: Tess Byler
Nominating Director: Director Eisenberg
Membership Category: District 7

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with this item.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:
The recommended action does not constitute a project under CEQA because it does not have the potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
Attachment 1: SCVWD Resolution No. 17-75

UNCLASSIFIED MANAGER:
Wendy Ho, 408-630-3874

BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER
DISTRICT

RESOLUTION 17- 75
PROVIDING FOR AND DEFINING THE STRUCTURE AND FUNCTION OF ADVISORY COMMITTEES TO THE SANTA CLARA VALLEY WATER DISTRICT BOARD OF DIRECTORS AND REPEALING RESOLUTION 15-28

BE IT RESOLVED by the Board of Directors of the Santa Clara Valley Water District as follows:

There have been established as advisory to the Santa Clara Valley Water District (District) Board of Directors (Board), in accordance with the District Act, the following committees (hereafter "Committees"), which shall continue in accordance with the provisions of this resolution:

1. Agricultural Water Advisory Committee (established by the District Act, which states " . . . The Board shall create an advisory committee consisting of farmers to represent users of agricultural water.");

2. Environmental and Water Resources Committee;

3. Santa Clara Valley Water Commission; and

4. Santa Clara Valley Water District Youth Commission.

1. PURPOSE

1.1 This resolution sets forth the purpose, activities, and membership guidelines of the Committees.

1.2 The Committees are established to assist the Board with policy review and development, provide comment on activities in the implementation of the District's mission for Board consideration, and to identify Board-related issues pertaining to the following:

1.2.1 **Agricultural Water Advisory Committee**: agricultural water supply and use and groundwater production charges.

1.2.2 **Environmental and Water Resources Committee**: water supply, flood protection, and environmental stewardship.

1.2.3 **Santa Clara Valley Water Commission**: water supply, flood protection, and environmental stewardship.

1.2.4 **Santa Clara Valley Water District Youth Commission**: public policy, education, outreach, and all matters impacting the Santa Clara County youth and the water district.

1.3 In accordance with Governance Process Policy-8, the specific duties of the Committees are to:

1.3.1 Provide input on policy alternatives for Board deliberation.

1.3.2 Provide comment on the activities in the implementation of the District's mission for Board consideration.

1.3.3 Produce and present to the Board an Annual Accomplishments Report summarizing the outcomes of the Committee's annual Board-approved work plan.

1.3.4 Further, in accordance with Governance Process Policy-3, when requested by the Board, the Advisory Committees may help the Board produce the link between the District and the public through information sharing to the communities they represent.

1.4 In carrying out these duties, the Committee members bring to the District their respective expertise and the interests of the communities they represent.

2. MEMBERSHIP

2.1 Committee membership shall consist of the following:

Agricultural Water Advisory Committee

2.1.1 The Agricultural Water Advisory Committee shall be comprised of 16 members who are farmers and reside or do business, as determined by the Board, within Santa Clara County.

2.1.2 The Agricultural Water Advisory Committee shall also be comprised of one member who owns a private well (non-retail) within Santa Clara County.

2.1.3 Each Director may nominate up to two farmers who reside and/or farm within the nominating Director's district. In the event that a Director is unable to nominate a farmer from his/her district, the Director may nominate a farmer from anywhere within Santa Clara County.

2.1.4 The Loma Prieta Resource Conservation District and the Santa Clara County Farm Bureau may each nominate one representative for appointment as long as the nominee is a farmer who resides or does business, as determined by the Board, within Santa Clara County.

2.1.5 The Agricultural Water Advisory Committee does not have alternate members.

Environmental and Water Resources Committee

2.1.6 Effective July 1, 2015, the Environmental and Water Resources Committee shall be comprised of 21 At-Large members, who reside or do business, as determined by the Board, within Santa Clara County.

2.1.7 Effective July 1, 2015, each Director may nominate up to three at-large members.

Santa Clara Valley Water Commission

2.1.8 The Santa Clara Valley Water Commission shall be comprised of 18 elected representatives: one from each City and Town in Santa Clara County, the County of Santa Clara, the Santa Clara County Open Space Authority, and the Midpeninsula Regional Open Space District. Each elected representative may have at least one alternate who may be another elected official or staff person from the same jurisdiction.

2.1.9 All municipal representatives and alternates to the Santa Clara Valley Water Commission shall be appointed by their perspective agency.

Santa Clara Valley Water District Youth Commission

2.1.10 The Santa Clara Valley Water District Youth Commission shall be comprised of 21 Board-appointed members who reside and attend high school in Santa Clara County.

2.1.11 Each Director may nominate up to three at-large members of the Santa Clara Valley Water District Youth Commission.

2.2 Members and alternates (where applicable) of the Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission serve a two-year renewable term that begins upon appointment, or January 1 if a renewed appointment, and expires on December 31 of the year following appointment. Term of office for Committee members and alternates who are appointed mid-year shall begin upon appointment and run through December 31 of the year following appointment.

2.3 Members of the Santa Clara Valley Water District Youth Commission serve a two-year renewable term that begins upon appointment, or September 1 if a renewed appointment, and expires on August 31 of the year following appointment. Term of office for Committee members and alternates who are appointed mid-term shall begin upon appointment and run through August 31 of the year following appointment.

2.4 Board appointed Committee members shall be held over until they are reappointed or successors are appointed by the Board.

2.5 Municipal appointed Committee members shall be held over until they are reappointed or successors are appointed by the County of Santa Clara and each City and Town therein.

2.6 Board member nominee appointments to Committees shall be subject to a majority vote of a quorum of the Board.

2.7 Following two or more consecutive unexcused absences, the Board may choose to remove a Board appointee. An unexcused absence is defined as failure to notify the District at least 48 hours in advance that the member will not attend the meeting.

2.8 Nothing in this resolution affects the eligibility of any current member of any Committee to serve out his or her current term, as long as the member continues to meet the eligibility criteria in effect when he or she was appointed to the Committee.

3. OFFICERS AND DUTIES

3.1 The officers of each Committee shall be a Chairperson and Vice-Chairperson, both of whom shall be members of that Committee. The Chairperson and Vice-Chairperson shall be elected by the Committee.

3.2 The term of the Chairperson and Vice-Chairperson of the Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission is one year commencing on January 1 and ending on December 31 and for no more than two consecutive terms. The Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission shall elect their officers at the first meeting of the calendar year. All officers shall hold over in their respective offices after their term of office has expired until their successors have been elected and have assumed office.

3.3 The term of the Chairperson and Vice-Chairperson for the Santa Clara Valley Water District Youth Commission shall commence on September 1 and end on August 31 of the following year. However, the term of the first Chairperson and Vice-Chairperson of the Santa Clara Valley Water District Youth Commission will commence at the Santa Clara Valley Water District Youth Commission's first meeting and end on August 31 of the following year.

3.4 The Chairperson of each Committee shall have the following authority and duties:

(a) Preside at all meetings of the Committee;

(b) Facilitate productive meetings in accordance with posted Agenda and the Ralph M. Brown Act (open meeting law);

(c) Add items to the committee agenda;

(d) Invite speakers for any agendized item;

(e) Manage speaker time limits;

(f) Facilitate communication of committee comments, requests, and recommendations to the Board of Directors;

(g) Report to the committee on decisions of the Board of Directors which impact the committee's activities; and

(h) Perform other such duties as the Committee may prescribe consistent with the purpose of the Committee.

3.5 The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In case of the unexpected vacancy of the Chairperson, the Vice-Chairperson shall perform such duties as are imposed upon the Chairperson until such time as a new Chairperson is elected by the Committee.

3.6 Should the office of Chairperson or Vice-Chairperson become vacant during the term of such office, the Committee shall elect a successor from its membership at the earliest meeting at which such election would be practicable and such election shall be for the unexpired term of such office.

3.7 Should the Chairperson and Vice-Chairperson know in advance that they will both be absent from a meeting, the Chair may appoint a Chairperson Pro-tempore to preside over that meeting. In the event of an unanticipated absence of both the Chairperson and Vice-Chairperson, the Committee may elect a Chairperson Pro-tempore to preside over the meeting in their absence.

4. MEETINGS

4.1 Meetings of the Committees shall be open and public and called in accordance with the Ralph M. Brown Act, Government Code Sections 54950 and following. Such meetings shall be held at the District Headquarters or such other place and time within Santa Clara County as the Board may designate.

4.2 Special meetings may be called by the Board and conducted in accordance with Section 54956 of the Government Code.

4.3 Committees shall convene four times per year or more often, as authorized by the Board, except for the Agricultural Water Advisory Committee, which shall convene at least once a year, or more often, as authorized by the Board.

4.4 The Board approves and sets all Committee annual work plans and meeting agendas. Committee meeting agendas will be considered pre-approved by the Board once it has approved each of the annual Advisory Committee work plans. Modifications to meeting agendas will be considered by the Board, or Board Chair, as needed, through a review of the pre-approved work plans when it receives and considers Committee policy recommendations, comments, and requests, staff recommended modifications, and requests by members of the public. The Board may also initiate modifications to pre-approved work plans at any time.

4.5 Notices of each meeting, together with an agenda, the draft minutes of the preceding meeting, and supporting meeting materials, shall be provided to the Committee members no less than ten business days in advance.

4.6 Any Committee meeting in which all items on the Agenda are informational, excluding the approval of meeting minutes, will be cancelled and notification sent from the Clerk of the Board at least ten days prior to the scheduled meeting date.

4.7 A majority of the appointed members of the Committee or their alternates is required to constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. If the Clerk of the Board, or his/her designated representative (Clerk), has been notified at least two business days in advance of a scheduled meeting that a quorum will not be present, the Clerk will cancel the meeting and notice the membership of the cancellation.

4.8 In the event that a Committee meeting is cancelled due to the lack of a quorum, upon concurrence of the Committee Chair and the Board Representative, the Committee meeting may be re-scheduled or re-convened to a specified date, time, and place.

4.9 In the event a quorum of the Committee is not present at the scheduled start time of the meeting, or is lost during the meeting, at the discretion of the Chair of each Advisory Committee, individual Committee members present in the room may proceed to hear informational agenda items, including any staff reports. No action shall be taken on any agenda item when a quorum does not exist. No official record of statements made by individual Committee members, staff, or members of the public will be created. However, if a quorum is achieved at any time, action items may be heard, discussed, and voted upon.

4.10 Except for such actions to adjourn, action of the Committee may be taken only upon the affirmative vote of not less than a majority of the appointed members or their alternates present. The voting on all matters shall be by voice vote unless a roll call vote is called for by any member of the Committee. Only appointed Committee members or appointed alternates (who are sitting in an appointed member's stead) may vote on a matter.

4.11 Discussion on any agenda item by either Committee members or by any member of the general public may be limited, at the discretion of the Chairperson, to such length of time as the Chairperson may deem reasonable under the circumstances.

4.12 The Committee may adjourn any regular or special meeting to a time and place specified in the order of adjournment.

5. SUB-COMMITTEES

5.1 Subcommittees of Board Advisory Committees will not be recognized. However, less than a quorum of Committee members may meet informally outside of meetings in accordance with Ralph M. Brown Act requirements.

BE IT FURTHER RESOLVED that Resolution No. 15-28 is hereby repealed.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District by the following vote on

AYES: Directors T. Estremera, R. Santos, N. Hsueh, G. Kremen, L. LeZotte, J. Varela

NOES: Directors None

ABSENT: Directors B. Keegan

ABSTAIN: Directors None

SANTA CLARA VALLEY WATER DISTRICT

John L. Varela

JOHN L. VARELA
Chair/Board of Directors

ATTEST: MICHELE L. KING, CMC

Michele L. King

Clerk/Board of Directors

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File No.: 26-0286

Agenda Date: 6/9/2026
Item No.: 4.6.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
Accept the Work as Complete and Direct the Clerk to File the Notice of Completion of Contract and Acceptance of Work for the Security Upgrades and Enhancements Project, Swinerton Builders, Contractor, Project No. 60204022, Contract No. C0713 for Coyote Pumping Plant (Morgan Hill, District 1), Santa Teresa Water Treatment Plant (San Jose, District 7), Winfield Complex (San Jose, District 4), Headquarters Corporate Yard (San Jose, District 4), and Silicon Valley Advanced Water Purification Center (San Jose, District 3).

RECOMMENDATION:
A. Accept the work on the Security Upgrades and Enhancements Project, Project No. 60204022, Contract No. C0713 as complete; and
B. Direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work and submit for recording to the Santa Clara County Clerk-Recorder.

SUMMARY:
The construction contractor, Swinerton Builders (Contractor), has completed the Security Upgrades and Enhancements Project for Coyote Pumping Plant, Santa Teresa Water Treatment Plant, Winfield Complex, Headquarters Corporate Yard, and Silicon Valley Advanced Water Purification Center.

Project Background
The Capital Improvement Program (CIP) Fiscal Years (FY) 2026-2030 Five-Year Plan identifies the Security Upgrades and Enhancements Project (Project) as a path to significantly enhance the overall security at Santa Clara Valley Water District (Valley Water) facilities. This Project's scope includes installing an updated security system, using modern technology capable of meeting today's security threats of theft, trespass, and vandalism. The Project objective is to increase physical security for Valley Water properties, facilities, fleet, equipment, and staff through security upgrades and enhancements.

The Project is being delivered in three phases:

- Phase 1: Fencing Replacement
- Phase 2: Surveillance and Access Control Replacement

· Phase 3: Surveillance System Expansion

Phase 1 of the Project includes upgrades and enhancements to perimeter fencing and vehicular and pedestrian gate access at five Valley Water sites, plus one additional site included as a supplemental bid item. The remaining scope, which includes installing an updated security system and using modern technology capable of meeting today's security threats of theft, trespass, and vandalism, will be delivered in subsequent phases, subject to board approvals.

The five Project sites for Phase 1 include:

Site 1: Coyote Pumping Plant, 1833 Peet Road, Morgan Hill, CA (District 1)

Site 2: Santa Teresa Water Treatment Plant, 7011 Graystone Lane, San Jose, CA (District 7)

Site 3: Winfield Complex, 5905 Winfield Blvd, San Jose, CA (District 4)

Site 4: Headquarters, Corporate Yard, 5770 Almaden Expressway, San Jose, CA (District 4)

Site 5: Silicon Valley Advanced Water Purification Center, San Jose, CA (District 3)

Site 6 (Supplemental): Blossom Hill Annex, 1020 Blossom Hill Rd, San Jose, CA (District 4)

Relevant Previous Board Actions

On September 24, 2024, the Board adopted Resolution 24-46 setting the time and place of a public hearing on the Engineer's Report and CEQA Exemption Determination for the Project.

On October 8, 2024, the Board conducted a public hearing and adopted Resolution 24-48 approving the Engineer's Report and approving the Project.

On October 22, 2024, the Board adopted the plans and specifications and authorized advertisement for bids for the Project.

On December 10, 2024, the Board ratified Addenda No. 1 and 2 to the Contract Documents for the Security Upgrades and Enhancements Project, awarded the Construction Contract to Swinerton Builders, located in Santa Clara, CA, in the sum of $2,194,000.29, and approved a contingency of 15% in the amount of $329,100 and authorized the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Contract Change Orders

A total of nine (9) contract change orders totaling a net increase of $316,917.28 were executed for this contract to address various issues, including unforeseen site conditions, unforeseen utility conflicts, post-design clarifications, Valley Water requested changes, and credits back to the contract for deleted items of work.

These changes included:

A. No-cost change orders to execute changes to the milestone completion dates and include the implementation of Supplemental Bid Item No. 7 for Blossom Hill Annex, transferring of all fencing-related permitting responsibility from Swinerton to Valley Water, and changes to the milestone durations and completion dates.

B. $1,437 for additional work required to address unforeseen site conditions. This includes a fee for re-delivery of fencing material due to the contractual laydown area being inaccessible.

C. $261,388.20 for additional work required due to post-design clarifications. This includes work such as installation of concrete grade beams for rolling gates, installation of additional gate operators for the swing gates at Santa Teresa Water Treatment Plant, and additional fencing and gate scope.

D. $129,129.25 for additional work required per Valley Water-requested changes. This includes work such as additional fence demolition, additional pedestrian gates, and additional vehicle detection loops for access and egress at vehicle gates.

E. $33,444.00 for additional work required to resolve utility conflicts. This includes work such as exploratory potholing work around the clearwell at Santa Teresa Water Treatment Plant and costs for re-routing the fence alignment at Headquarters Corporate Yard to avoid a PG&E gas main.

F. <$108,481.17> for credits to the contract associated with reimbursement to Valley Water for repairs of Valley Water property damaged by the Contractor, and for the removal of fencing scope at the clearwell at Santa Teresa Water Treatment Plant and at Coyote Pumping Plant.

The final total contract amount is $2,510,917.57
Table 1 presents a summary of the construction contract and contingency amounts.

TABLE 1
SUMMARY OF CONSTRUCTION CONTRACT AND CONTINGENCY AMOUNTS

	Contract Amount	Contingency Amount
Original Contract	$2,194,000.29	$329,100.00
Change Order No. 1(Staff Approved)	$0.00	$329,100.00
Change Order No. 2(Staff Approved)	$0.00	$329,100.00
Change Order No. 3(Staff Approved)	$0.00	$329,100.00
Change Order No. 4(Staff Approved)	$54,864.04	$274,235.96
Change Order No. 5(Staff Approved)	$94,162.15	$180,073.81
Change Order No. 6(Staff Approved)	$87,289.00	$92,784.81
Change Order No. 7(Staff Approved)	$24,169.09	$68,615.72
Change Order No. 8(Staff Approved)	$34,341.00	$34,274.72
Change Order No. 9(Staff Approved)	$22,092.00	$12,182.72
Final Contract Amount and Remaining Contingency Amount	$2,510,917.57	$12,182.72

Acceptance of the Work and Recording Notice of Completion of Contract

The California Civil Code allows an owner or agent to execute a Notice of Completion of Contract after acceptance of the work by the Board. The Notice of Completion of Contract and Acceptance of Work is included in Attachment 1. The Designated Engineer has determined that the work has been completed, to the best of his knowledge, in accordance with the plans and specifications, and recommends acceptance. The Designated Engineer's recommendation of construction acceptance is included in Attachment 2. The Project Completion Letter is included as Attachment 3. Photos of the completed Project are included in Attachment 4. The Project Delivery Process Chart is included in Attachment 5.

Construction Contract Retention

California law requires Valley Water to release contract retention in accordance with certain time frames, which will commence once the Notice of Completion is recorded. Interest payment on retention due to the contractor may be avoided by meeting the requisite deadlines.

Valley Water is currently withholding retention funds totaling five percent (5%) of the contract items ($125,545.87) in accordance with the Public Contract Code. Per the construction Contract Documents, Valley Water is required to release retention funds associated with the contract 35 days after recording the Notice of Completion of Contract and Acceptance of Work, subject to any withholds required by law or the contract.
Recording a Notice of Completion is recommended. Retention withheld will be released as a result of the Board's acceptance and recording of the Notice of Completion.

Total Project Expenditures

As indicated in the Summary of Construction Contract and Contingency Amounts (Table 1), the original contract amount of $2,194,000.29 has been increased by $316,917.28 to $2,510,917.57, which is an increase of approximately 14.4 percent (14.4%).

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with the Security Upgrades and Enhancements Project. This action is unlikely to or will not result in disproportionate impacts on any specific community(ies) relative to the general population from the implementation of this project.

FINANCIAL IMPACT:
The Security Upgrades and Enhancements Project, Project No. 60204022, is included in the Capital Improvement Program (CIP) Fiscal Years (FY) 2026-30 Five-Year Plan and in the FY2025-26 Adopted Budget.

The Project is funded by a combination of the Water Utility Enterprise Fund Operating and Capital Reserve (Fund 61, 60%), Watershed & Stewardship Fund Operating and Capital Reserve (Fund 12, 30%), and Safe, Clean Water Fund Operating and Capital Reserve (Fund 26, 10%). The portion of the Project cost that is paid for by the Water Utility Enterprise (Fund 61) is allocated 76.2% to North County Zone W-2, 18.3% to South County Zone W-5, 5.1% to South County Zone W-7, and 0.4% to South County Zone W-8.

Transfer of Remaining Balances

The original contract amount of $2,194,000.29, combined with the Board-approved contingency in the amount of $329,100.00 totals $2,523,100.29 for construction of the Project. The total final expended amount for the construction of the Project is $2,510,917.57. This results in a remaining balance of $12,182.72. Upon completion of the construction contract (C0713 Security Upgrades and Enhancements Project), the remaining amount will be released to project reserves for future phases of the Security Upgrades and Enhancements Project, Project No. 60204022.

CEQA:
Staff have determined that Phase 1 of the proposed Project is exempt from CEQA review because it qualifies for a Class 1 Categorical Exemption for Existing Facilities (CEQA Guidelines Section 15301) and Class 2 Categorical Exemption for Replacement and Reconstruction (CEQA Guidelines Section 15302). Phase 1 of the Project would not result in significant environmental impacts and the applicable exceptions in CEQA Guidelines Section 15300.2 do not exist. A Notice of Exemption has been prepared and filed with the County of Santa Clara Office of the Clerk/Recorder.

ATTACHMENTS:
Attachment 1: Notice of Completion and Acceptance of Work
Attachment 2: Construction Contract Acceptance

Attachment 3: Project Completion Letter
Attachment 4: Construction Photos
Attachment 5: Project Delivery Process Chart

UNCLASSIFIED MANAGER:
Tony Ndah, 408-630-2208

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA
SANTA CLARA VALLEY WATER DISTRICT
5750 ALMADEN EXPRESSWAY, SAN JOSE, CA 95118

Recording Requested by: Candice Kwok-Smith, Clerk, Board of Directors

When Recorded, Mail to:

Candice Kwok-Smith, Clerk, Board of Directors
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3686

NOTICE OF COMPLETION OF CONTRACT AND ACCEPTANCE OF WORK

NOTICE IS HEREBY GIVEN by order of the Board of Directors of Santa Clara Valley Water District, State of California, pursuant to law, that work to be performed under the contract heretofore made and executed by and between Santa Clara Valley Water District, as Owner therein, and **Swinerton Builders, 2880 Lakeside Dr #300, Santa Clara, CA 95054**, as Contractor therein (Contractor), bearing the date **December 10, 2024** for construction of the Security Upgrades and Enhancements Project, Contract No. C0713, Project No. 60204022 and appurtenant facilities upon lands of said District known as Coyote Pumping Plant (Morgan Hill, District 1), Santa Teresa Water Treatment Plant (San Jose, District 7), Winfield Complex (San Jose, District 4), Headquarters Corporate Yard (San Jose, District 4), and Silicon Valley Advanced Water Purification Center (San Jose, District 3), situated in the County of Santa Clara, State of California, was completed as called for and in the manner designated by the plans and specifications, by the Contractor, and the work was accepted by the District's Board of Directors on behalf of the District on June 9, 2026.

That upon said contract, **Zurich American Insurance Company/Liberty Mutual Insurance Company (Bond No. 9457591 / 070-223-837)** was surety on the bond given by **Swinerton Builders** the Contractor, as required by law;

That the title of said District to the real property upon which said work and contract was performed is that of **Fee and pursuant to a License Agreement** and;

That the District's address is 5750 Almaden Expressway, San Jose, California 95118.

IN WITNESS WHEREOF, pursuant to the order of the Board of Directors made and given on June 9, 2026, authorizing and directing the execution of this instrument, the District has caused these presents to be executed in its name, authenticated by the signature of the Clerk of the Board of Directors on June 9, 2026.

_____
Candice Kwok-Smith
Clerk, Board of Directors
Santa Clara Valley Water District

I, the undersigned, say that I am Clerk of the Board of Directors of the Santa Clara Valley Water District; that I make this declaration on its behalf; that District is the owner of the real property interest described in the foregoing Notice; that declarant has read the foregoing Notice and knows the contents thereof, and the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 9, 2026, at San Jose, California.

_____
Candice Kwok-Smith
Clerk, Board of Directors
Santa Clara Valley Water District

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SANTA CLARA VALLEY WATER DISTRICT

RECOMMENDATION OF CONSTRUCTION CONTRACT ACCEPTANCE

In accordance with **Article 22.01.03., Acceptance of Work,** of the contract specifications, a final inspection was conducted on February 24, 2026, for the Security Upgrades and Enhancements Project, Contract No. C0713, Project No. 60204022. The Project Completion Letter dated May 7, 2026 indicates that the work was completed in accordance with the requirements of the contract.

It is recommended that the work under this contract be accepted by the District.

Recommended By:

Signed by:
Aaron Taylor
F51FC563FF7548B...

5/11/2026

Aaron Taylor, P.E. — Date
Associate Engineer
Designated Engineer's Representative

Concurrence:

DocuSigned by:
Tony Ndah
A1068F9499254F3...

5/11/2026

Tony Ndah, P.E. — Date
Deputy Administrative
Officer
General Services Division

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May 7, 2026

Mr. Preetham Garaga
Swinerton Builders
2880 Lakeside Dr #300
Santa Clara, California 95054

Subject: Security Upgrades and Enhancements Project
Contract No. C0713, Project No. 60204022
Project Completion Letter

Dear Mr. Garaga:

The Santa Clara Valley Water District (Valley Water) is in receipt of the Project Completion Certification, dated April 10, 2026, from Swinerton Builders. All work for the construction of the subject contract has been completed as attested to by Valley Water and all required closeout documents have been received.

In accordance with **Article 11.01.05 Project Completion,** this serves as the Project Completion Letter for the subject contract and established the completion of the project.

Therefore, in accordance with **Article 22.01.03 Acceptance of Work,** I will recommend that the Valley Water Board of Directors formally accept this contract.

If you have any questions, contact me at the Blossom Hill Annex Office, (408) 630-2435 or email at aarontaylor@valleywater.org.

Sincerely,

Aaron Taylor
Digitally signed by Aaron Taylor
Date: 2026.05.07 15:10:12-07'00'

Aaron Taylor, P.E.
Associate Engineer
Construction Management Services Unit

cc: T. Ndah, H. Angeles, L. Gregory, S. De La O, T. Leonardo, I. Thakur, N. Bullock, J. Luna, G. Ohea, Contract File

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Valley Water

Clean Water • Healthy Environment • Flood Protection

Security Upgrades and Enhancements Project

Notice of Completion of Construction Contract

June 9, 2026

Valley Water

Construction Photos

Silicon Valley Advanced Water Purification Center

Winfield Warehouse

Coyote Pumping Plant

PRE-CONSTRUCTION PHASE

Construction Photos

Blossom Hill Annex

Headquarters
Corporate Yard

Santa Teresa Water
Treatment Plant

CONSTRUCTION PHASE

Construction Photos

Silicon Valley Advanced Water Purification Center

Winfield Warehouse

Coyote Pumping Plant

POST-CONSTRUCTION PHASE

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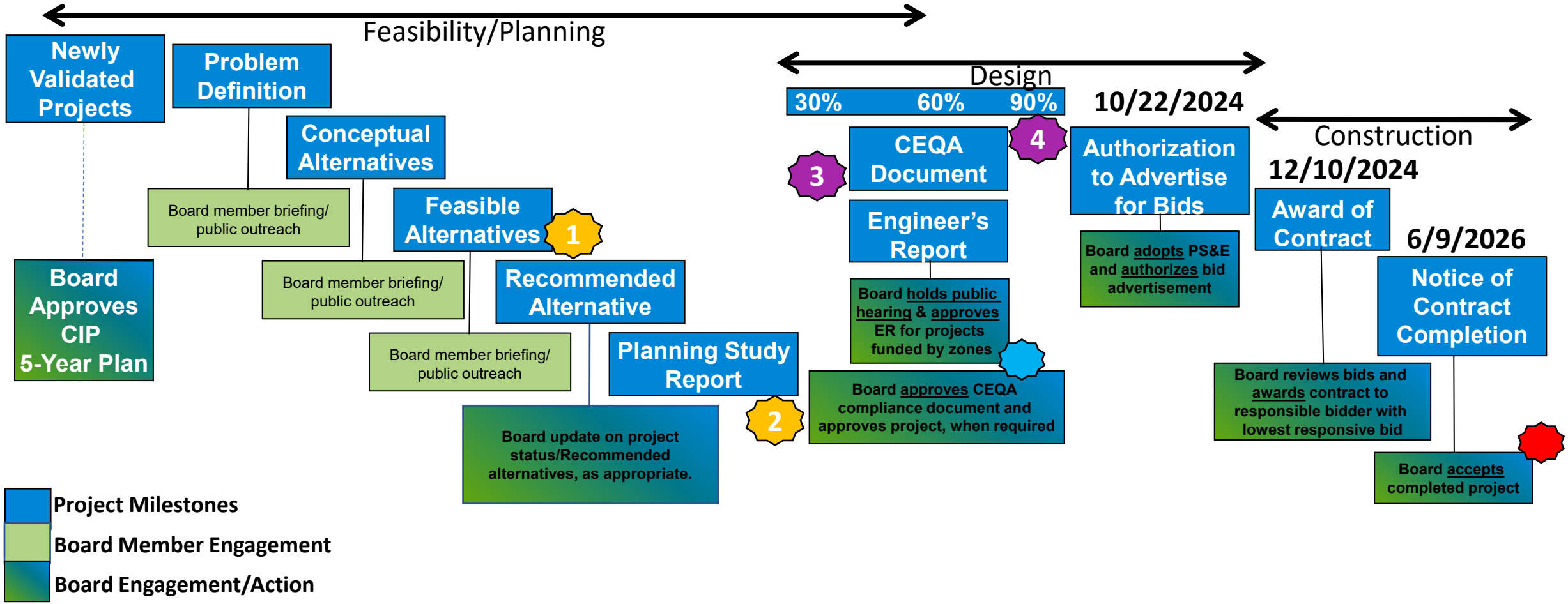
Security Upgrades and Enhancements Project
Project No. 60204022, Contract No. C0713

BOARD ACTION & ENGAGEMENT: CAPITAL PROJECT DELIVERY PROCESS*



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Santa Clara Valley Water District

File No.: 26-0092

Agenda Date: 6/9/2026
Item No.: *4.7.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
Approval of Minutes from May 12, 2026.

RECOMMENDATION:
Approve the minutes from May 12, 2026.

SUMMARY:
Pursuant to the Ralph M. Brown Act, a summary of discussions and a record of all actions taken during open and public meetings of the Santa Clara Valley Water District (Valley Water) Board of Directors are transcribed and submitted to the Board for review and formal approval.

Upon approval by the Board, the meeting minutes are finalized and incorporated into Valley Water's official archival records, serving as the authoritative historical record of the Board of Directors' proceedings.

ENVIRONMENTAL JUSTICE IMPACT:
The approval of minutes is not subject to environmental justice analysis.

FINANCIAL IMPACT:
There is no financial impact associated with this item.

CEQA:
The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
Attachment 1: 05/12/2026 Meeting Minutes

UNCLASSIFIED MANAGER:
Candice Kwok-Smith, 408-630-3193

BOARD OF DIRECTORS MEETING

MINUTES

REGULAR BOARD MEETING
TUESDAY, MAY 12, 2026
1:00 PM

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER/ROLL CALL:

A Regular Meeting of the Santa Clara Valley Water District (Valley Water) Board of Directors was called to order at 1:00 p.m. in the Valley Water Headquarters Building Boardroom at 5700 Almaden Expressway, San Jose, California, and by Zoom teleconference.

1.1. Roll Call.

Board members in attendance were Shiloh Ballard, Jim Beall, Nai Hsueh, Richard P. Santos, John L. Varela, and Tony Estremera, Chairperson presiding, constituting a quorum of the Board. Director Rebecca Eisenberg arrived as noted below.

Staff members in attendance were Melanie Richardson, Interim Chief Executive Officer; Carlos Orellana, District Counsel; Candice Kwok-Smith, Clerk, Board of Directors; E. Aryee, A. Baker, A. Beaman, M. Bilski, S. Bogale, J. Bourgeois, R. Chan, T. Chinte, J. Codianne, A Garcia, R. Gibson, V. Gin, J. Golka, A. Gschwind, C. Hakes, W. Ho, S. Inda, A. Lee, L. Mason, R. McCarter, P. McElroy, T. Ndah, L. Penilla, M. Poole, K. Struve, D. Taylor, B. Yerrapotu, and T. Yoke

2. CLOSED SESSION:

None.

3. 1:00 PM - TIME CERTAIN:

3.1. Pledge of Allegiance/National Anthem.

Director Hsueh led all present in reciting the Pledge of Allegiance.

3.2. Orders of the Day.

Chairperson Estremera read the Board Meeting Decorum statement into the record, outlining the expectations for respectful and professional conduct during the proceedings.

Chairperson Estremera entertained a motion to approve the Board Meeting Decorum.

Move to Approve:	Richard Santos
Second:	John L. Varela
Yeas:	Shiloh Ballard, Jim Beall, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	Rebecca Eisenberg
Summary:	6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

The motion passed by a voice vote.

3.3. Time Open for Public Comment on any Item not on the Agenda.

Dawn Suiter, a City of Campbell resident, provided a comment.

3.4. Conduct a Public Hearing to Consider the Santa Clara Valley Water District's Capital Improvement Program Draft Fiscal Years 2027-31 Five-Year Plan and Adopt a Resolution Approving the Capital Improvement Program Final Fiscal Years 2027-2031 Five-Year Plan. (Continued from April 29, 2026)

Recommendation:

A. Conduct the continued Public Hearing from April 29, 2026, to receive public comments and Board feedback regarding the Santa Clara Valley Water District's Capital Improvement Program (CIP) Draft Fiscal Years (FY) 2027-2031 Five-Year Plan;
B. Close the Public Hearing;
C. Direct staff to incorporate the identified changes to the CIP Draft FY 2027-2031 Five-Year Plan and finalize the FY 2027-2031 Five-Year Plan by June 30, 2025; and
D. Adopt the Resolution APPROVING THE CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2027-2031 FIVE-YEAR PLAN.

Chairperson Estremera continued with the Public Hearing from April 29, 2026.

Jessica Collins, Business Planning and Analysis Manager, reviewed the information on this item per the attached Board Agenda Memo, and per the information contained in Attachment 7.

Chairperson Estremera declared time open for public comments and, seeing no one present who wished to speak, requested a motion to close the Public Hearing.

Motion:	Close the public hearing.
Move to Approve:	Richard Santos
Second:	John L. Varela
Yeas:	Shiloh Ballard, Jim Beall, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	Rebecca Eisenberg
Summary:	6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

The motion passed by a voice vote.

Chairperson Estremera entertained a motion to adopt the staff's recommendations.

Motion:	Adopt Resolution No. 2026-20, APPROVING THE CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2027-2031 FIVE-YEAR PLAN, by a roll-call vote.
Move to Adopt:	John L. Varela
Second:	Nai Hsueh
Yeas:	Shiloh Ballard, Jim Beall, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	Rebecca Eisenberg
Summary:	6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

The motion passed by a roll-call vote.

Camen Narayanan, Financial Planning and Revenue Manager, reviewed the information on Items 3.5, 3.6, and 3.7, per the attached Board Agenda Memos.

3.5. Adopt Resolutions Setting Increased Groundwater Production, Raw Surface Water, Treated Water, and South County Recycled Water Charges for Fiscal Year 2026-2027.

Recommendation:
A. Adopt the Resolution DETERMINING GROUNDWATER PRODUCTION CHARGES FOR FISCAL YEAR 2026-2027; and
B. Adopt the Resolution DETERMINING RAW SURFACE WATER, TREATED WATER, AND SOUTH COUNTY RECYCLED WATER CHARGES FOR FISCAL YEAR 2026-2027.

Chairperson Estremera entertained a motion to adopt the staff's recommendations.

Motion:	Adopt Resolution Nos. 2026-21 DETERMINING GROUNDWATER PRODUCTION CHARGES FOR FISCAL YEAR 2026-2027; and 2026-22 DETERMINING RAW SURFACE WATER, TREATED WATER, AND SOUTH COUNTY RECYCLED WATER CHARGES FOR FISCAL YEAR 2026-2027, by roll call vote.
Move to Adopt:	Richard Santos
Second:	Shiloh Ballard
Yeas:	Shiloh Ballard, Jim Beall, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	Rebecca Eisenberg
Summary:	6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

The motion passed by a roll-call vote.

3.6. Accept the Fiscal Year 2026-27 Safe, Clean Water and Natural Flood Protection Special Tax Summary Report; and Adopt a Resolution Providing for Levy of the Special Tax Rates and Authorizing a Procedure for Correcting Special Tax Amounts for Fiscal Year 2026-2027.

Recommendation:

A. Accept the Fiscal Year 2026-27 Safe, Clean Water and Natural Flood Protection Special Tax Summary Report; and
B. Adopt the Resolution PROVIDING FOR LEVY OF THE SPECIAL TAX PURSUANT TO THE SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION MEASURE IN THE COMBINED FLOOD CONTROL ZONE OF THE SANTA CLARA VALLEY WATER DISTRICT AND AUTHORIZING A PROCEDURE FOR CORRECTING SPECIAL TAX AMOUNTS FOR FISCAL YEAR 2026-2027.

Chairperson Estremera entertained a motion to adopt the staff's recommendations.

Motion:	Adopt Resolution No. 2026- PROVIDING FOR LEVY OF THE SPECIAL TAX PURSUANT TO THE SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION MEASURE IN THE COMBINED FLOOD CONTROL ZONE OF THE SANTA CLARA VALLEY WATER DISTRICT AND AUTHORIZING A PROCEDURE FOR CORRECTING SPECIAL TAX AMOUNTS FOR FISCAL YEAR 2026-2027; and accept the Fiscal Year 2026-27 Safe, Clean Water and Natural Flood Protection Special Tax Summary Report, by roll call vote.

Move to Adopt:	Richard Santos
Second:	Shiloh Ballard
Yeas:	Shiloh Ballard, Jim Beall, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	Rebecca Eisenberg
Summary:	6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

The motion passed by a roll-call vote.

Director Eisenberg arrived.

3.7. Conduct a Public Hearing on the Annual Report Recommending Flood Control Benefit Assessments and Adopt a Resolution Setting Benefit Assessment Revenue for Fiscal Year 2026-2027.

Recommendation:
- A. Open and conduct the Public Hearing to consider any comments regarding the Flood Control Benefit Assessments for Fiscal Year 2026-2027 (FY 2026-27);
- B. Close the Public Hearing; and
- C. Adopt the Resolution ESTABLISHING LAND USE CATEGORIES, CONFIRMING A LEVY OF BENEFIT ASSESSMENTS TO MEET DULY AUTHORIZED DEBT OBLIGATIONS FOR FISCAL YEAR 2026-2027 IN FLOOD CONTROL ZONES OF SANTA CLARA VALLEY WATER DISTRICT, IN ACCORDANCE WITH RESOLUTION NOS. 86-54, 86-55, 86-56, 86-57, AND 90-7, AND AUTHORIZING A PROCEDURE FOR CORRECTING ASSESSMENTS.

Chairperson Estremera opened the Public Hearing.

Chairperson Estremera declared time open for public comments and, seeing no one present who wished to speak, requested a motion to close the Public Hearing.

Motion:	Close the public hearing.

Move to Approve:	Richard Santos
Second:	John L. Varela
Yeas:	Jim Beall, John L. Varela, Nai Hsueh, Rebecca Eisenberg, Richard Santos, Shiloh Ballard, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The motion passed by a voice vote.

Chairperson Estremera entertained a motion to adopt the staff's recommendations.

Motion:	Adopt Resolution No. 2026-24, ESTABLISHING LAND USE CATEGORIES, CONFIRMING A LEVY OF BENEFIT ASSESSMENTS TO MEET DULY AUTHORIZED DEBT OBLIGATIONS FOR FISCAL YEAR 2026-2027 IN FLOOD CONTROL ZONES OF SANTA CLARA VALLEY WATER DISTRICT, IN ACCORDANCE WITH RESOLUTION NOS. 86-54, 86-55, 86-56, 86-57, AND 90-7, AND AUTHORIZING A PROCEDURE FOR CORRECTING ASSESSMENTS.
Move to Adopt:	John L. Varela
Second:	Nai Hsueh
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The motion passed by a roll-call vote.

3.8. Adopt a Resolution Authorizing the Issuance of Water System Refunding Bonds, Revenue Bonds, Refunding Notes, and Revenue Notes in an Aggregate Not-to-Exceed Amount of $600 Million to Finance Certain Costs of the Water Utility Enterprise, and Approving the Execution and Delivery of Certain Documents and Certain Acts In Connection Therewith; Adopt Resolutions Authorizing the Execution and Delivery of Tax and Revenue Anticipation Notes to Support Short-Term Obligations; and Adopt Resolutions of Intention to Issue Tax-Exempt Obligations for the Water Utility Enterprise, Safe, Clean Water Program, and Watershed and Stream Stewardship Projects.

Recommendation:

A. Adopt the Resolution AUTHORIZING THE ISSUANCE OF WATER SYSTEM REFUNDING REVENUE BONDS, REVENUE BONDS, REFUNDING NOTES, AND REVENUE NOTES, AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS AND CERTAIN ACTS IN CONNECTION THEREWITH;
B. Adopt the Resolution AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX-EXEMPT TAX AND REVENUE ANTICIPATION NOTE AND A TAXABLE TAX AND REVENUE ANTICIPATION NOTE TO SUPPORT SHORT-TERM OBLIGATIONS;
C. Adopt the Resolution AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX-EXEMPT

TAX AND REVENUE ANTICIPATION NOTE NO. 2 TO SUPPORT SHORT-TERM OBLIGATIONS;

D. Adopt the Resolution INTENTION TO ISSUE TAX-EXEMPT OBLIGATIONS FOR WATER UTILITY ENTERPRISE;

E. Adopt the Resolution INTENTION TO ISSUE TAX-EXEMPT OBLIGATIONS FOR SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION AND WATERSHED AND STREAM STEWARDSHIP PROGRAMS;

F. Authorize the Chief Executive Officer, Chief Financial Officer, or their designees, to execute the Tax and Revenue Anticipation Notes and the Certificates as to uncollected taxes, income, revenue, cash receipts and other money;

G. Authorize the District Counsel, or their designee, to approve as to form the Tax and Revenue Anticipation Notes; and

H. Authorize and direct the Chief Executive Officer, Chief Financial Officer, or their designees, and such other officers and staff of the Santa Clara Valley Water District, acting singly, to do any and all things to execute and deliver any and all documents which such officers may deem necessary or advisable in order to consummate the sale and delivery of the Refunding Revenue Bonds, Revenue Bonds, Refunding Notes, and Revenue Notes, and the ongoing administration thereof.

Steve Peters, Treasury and Debt Manager, reviewed the information on this item as outlined in the attached Board Agenda Memo.

Chairperson Estremera entertained a motion to adopt the staff's recommendations.

Motion: Adopt Resolution Nos. 2026-25, AUTHORIZING THE ISSUANCE OF WATER SYSTEM REFUNDING REVENUE BONDS, REVENUE BONDS, REFUNDING NOTES, AND REVENUE NOTES, AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS AND CERTAIN ACTS IN CONNECTION THEREWITH; 2026-26, AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX-EXEMPT TAX AND REVENUE ANTICIPATION NOTE AND A TAXABLE TAX AND REVENUE ANTICIPATION NOTE TO SUPPORT SHORT-TERM OBLIGATIONS; 2026-27, AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX-EXEMPT TAX AND REVENUE ANTICIPATION NOTE NO. 2 TO SUPPORT SHORT-TERM OBLIGATIONS; 2026-28, INTENTION TO ISSUE TAX-EXEMPT OBLIGATIONS FOR WATER UTILITY ENTERPRISE; 2026-29, INTENTION TO ISSUE TAX-EXEMPT OBLIGATIONS

FOR SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION AND WATERSHED AND STREAM STEWARDSHIP PROGRAMS; authorize the Chief Executive Officer, Chief Financial Officer, or their designees, to execute the Tax and Revenue Anticipation Notes and the Certificates as to uncollected taxes, income, revenue, cash receipts and other money; authorize the District Counsel, or their designee, to approve as to form the Tax and Revenue Anticipation Notes; and authorize and direct the Chief Executive Officer, Chief Financial Officer, or their designees, and such other officers and staff of the Santa Clara Valley Water District, acting singly, to do any and all things to execute and deliver any and all documents which such officers may deem necessary or advisable in order to consummate the sale and delivery of the Refunding Revenue Bonds, Revenue Bonds, Refunding Notes, and Revenue Notes, and the ongoing administration thereof, by roll call vote.

Move to Adopt:	Richard Santos
Second:	John L. Varela
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The motion passed by a roll-call vote.

3.9. Adopt a Resolution Approving and Adopting the Fiscal Year 2026-27 Operating and Capital Rolling Biennial Budget and Providing for Levy of Ad-Valorem Property Taxes; and Approve the Santa Clara Valley Water District Reserve Policy.

Recommendation:

A. Adopt the Resolution APPROVING AND ADOPTING THE OPERATING AND CAPITAL ROLLING BIENNIAL BUDGET FOR FISCAL YEAR 2026-2027;
B. Adopt the Resolution PROVIDING FOR A LEVY OF AD VALOREM REAL PROPERTY TAXES IN FISCAL YEAR 2026-27 TO MEET THE COST OF ITS WATER SUPPLY CONTRACT WITH THE STATE OF CALIFORNIA;
C. Approve the second fiscal year of the rolling biennial budget, referred to as the Fiscal Year 2027-28 Plan; and
D. Approve the Santa Clara Valley Water District Reserve Policy.

Katja Irvin, Sierra Club Loma Prieta Chapter, provided comments regarding the budget.

Chairperson Estremera entertained a motion to adopt the staff's recommendations.

Motion:	Adopt the Resolution Nos. 2026-30, APPROVING AND ADOPTING THE OPERATING AND CAPITAL ROLLING BIENNIAL BUDGET FOR FISCAL YEAR 2026-2027; 2026-31, PROVIDING FOR A LEVY OF AD VALOREM REAL PROPERTY TAXES IN FISCAL YEAR 2026-27 TO MEET THE COST OF ITS WATER SUPPLY CONTRACT WITH THE STATE OF CALIFORNIA; approve the second fiscal year of the rolling biennial budget, referred to as the Fiscal Year 2027-28 Plan; and approve the Santa Clara Valley Water District Reserve Policy by roll call vote.
Move to Adopt:	Richard Santos
Second:	John L. Varela
Yeas:	Shiloh Ballard, Jim Beall, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	Rebecca Eisenberg
Abstains:	None
Recuses:	None
Absent:	None
Summary:	6 Yeas; 1 Nays; 0 Abstains; 0 Absent.

The motion passed by a roll-call vote.

REGULAR AGENDA:

4. CONSENT CALENDAR:

The Board considered Consent Calendar Items 4.1 through 4.7 under one motion.

4.1. Adopt a Resolution Delegating Authority to Deposit and Invest Funds to the Treasurer or Their Designees, Approve the Board Investment Policy, and Authorize the Negotiation and Execution of Agreements with Investment Management Service Providers.

Recommendation:
- A. Adopt the Resolution DELEGATING AUTHORITY TO DEPOSIT AND INVEST FUNDS TO THE TREASURER OR THEIR DESIGNEES;
- B. Approve the Board Investment Policy; and
- C. Authorize sole source procurement with SymPro and Bloomberg for investment-related services for five years in a combined amount not to exceed $100,000 annually.

4.2. Adopt a Resolution Proclaiming May 17-23, 2026 as National Public Works Week.

Recommendation: Adopt the Resolution PROCLAIMING MAY 17-23, 2026, AS NATIONAL PUBLIC WORKS WEEK.

4.3. Adopt a Resolution Declaring May 16, 2026, as National River Cleanup Day in Santa Clara County.

Recommendation: Adopt the Resolution DECLARING MAY 16, 2026, AS NATIONAL RIVER CLEANUP DAY IN SANTA CLARA COUNTY.

4.4. Approve the Submission of Ballots Approving the Proposed Mosquito, Vector and Disease Control Assessment from the Santa Clara County Mosquito and Vector Control District.

Recommendation: Approve a "Yes" vote for the proposed Mosquito, Vector and Disease Control assessment and direct staff to return the completed ballots before the voting period closes.

4.5. Accept the Work as Complete and Direct the Clerk to File the Notice of Completion of Contract and Acceptance of Work for the Lower Calera Creek Flood Protection Project, Stage 2 (Milestones 2-4), Granite Construction Company, Contractor, Project No. 40174005, Contract No. C0666-1 (Milpitas, District 3).

Recommendation:
A. Accept the work on the Lower Calera Creek Flood Protection Project, Stage 2 (Milestones 2-4), Project No. 40174005, Contract No. C0666-1 as complete; and
B. Direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work and submit for recording to the Santa Clara County Clerk-Recorder.

4.6. Accept the CEO Bulletin for the Weeks of April 24 Through May 7, 2026.

Recommendation: Accept the CEO Bulletin.

4.7. Approval of Minutes from April 14, 17, and 22, 2026.

Recommendation: Approve the minutes from April 14, 17, and 22, 2026.

Chairperson Estremera entertained a motion to approve the Consent Calendar.

Motion: Adopt Resolution Nos., 2026-32, DELEGATING AUTHORITY TO DEPOSIT AND INVEST FUNDS TO THE TREASURER OR THEIR DESIGNEES; approve the Board Investment Policy; and authorize sole source procurement with SymPro and Bloomberg for investment-related services for five years in a combined amount not to exceed $100,000 annually, by roll call vote, as contained in Item 4.1; 2026-33, PROCLAIMING MAY 17-23, 2026, AS NATIONAL PUBLIC WORKS WEEK, by roll call vote, as

contained in Item 4.2; 2026-34, DECLARING MAY 16, 2026, AS NATIONAL RIVER CLEANUP DAY IN SANTA CLARA COUNTY, by roll call vote, as contained in Item 4.3; approve a "Yes" vote for the proposed Mosquito, Vector and Disease Control assessment and direct staff to return the completed ballots before the voting period closes, as contained in Item 4.4; accept the work on the Lower Calera Creek Flood Protection Project, Stage 2 (Milestones 2-4), Project No. 40174005, Contract No. C0666-1 as complete, and direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work and submit for recording to the Santa Clara County Clerk-Recorder, as contained in Item 4.5; accept the CEO Bulletin, as contained in Item 4.6; and approve the minutes from April 14, 17, and 22, 2026, as contained in Item 4.7.

Move to Approve:	Richard Santos
Second:	John L. Varela
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The motion passed by a roll-call vote.

5. BOARD OF DIRECTORS:

5.1. Board Committee Reports.

The Board reviewed the meeting summaries and agendas for the March 25, 2026, Recycled Water Committee; April 16, 2026, Joint Recycled Water Policy Advisory Committee; April 21, 2026, Board Policy and Monitory Committee; and May 13, 2026, Stream Planning and Operations Committee Summaries and Agendas, as contained in Handouts 5.1-A, 5.1-B, 5.1-C, 5.1-D, respectively, and no formal action was taken. Copies of the Handouts were distributed to the Board and made available to the public.

6. WATER UTILITY ENTERPRISE:

None.

7. WATERSHEDS:

7.1. Approve the Agreements with Five Consultant Firms to Provide On-Call Environmental Planning and Permitting Services: Dudek, Agreement No. A5710A; Environmental Science Associates, Agreement No. A5711A; GEI Consultants, Inc. Agreement No. A5712A; Panorama Environmental, Inc., Agreement No. A5713A; and Rincon Consultants, Inc., Agreement No. A5714A, PlanetBids File No.VW0594, for a Not-To-Exceed Fee of $3,000,000 for Each Agreement.

Recommendation:

A. Approve Agreement No. A5710A, with Dudek, for On-Call Environmental Planning and Permitting Services for a Total Not-to-Exceed fee of $3,000,000;
B. Approve Agreement No. A5711A, with Environmental Science Associates for On-Call Environmental Planning and Permitting Services for a Total Not-to-Exceed fee of $3,000,000;
C. Approve Agreement No. A5712A, with GEI Consultants, Inc., for On-Call Environmental Planning and Permitting Services for a Total Not-to-Exceed fee of $3,000,000;
D. Approve Agreement No. A5713A, with Panorama Environmental, Inc., for On-Call Environmental Planning and Permitting Services for a Total Not-to-Exceed fee of $3,000,000; and
E. Approve Agreement No. A5714A, with Rincon Consultants, Inc., for On-Call Environmental Planning and Permitting Services for a Total Not-to-Exceed fee of $3,000,000.

John Bourgeois, Deputy Operating Officer, reviewed the information on this item as outlined in the attached Board Agenda Memo.

Chairperson Estremera entertained a motion to approve the staff's recommendations.

Move to Approve:	John L. Varela
Second:	Richard Santos
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The motion passed by a voice vote.

8. ASSISTANT CHIEF EXECUTIVE OFFICER:

None.

9. EXTERNAL AFFAIRS:

None.

10. CHIEF EXECUTIVE OFFICER:

10.1. Adopt a Resolution Approving the Updated Benefits for Unclassified Employees in the Executive Service. (Continued from April 28, 2026)

Recommendation: Adopt the Resolution APPROVING BENEFITS FOR UNCLASSIFIED EMPLOYEES IN THE EXECUTIVE SERVICE (January 1, 2026, through December 31, 2029).

Anna Lee, Assistant Officer, reviewed the information on this item as outlined in the attached Board Agenda Memo.

Chairperson Estremera entertained a motion to adopt the staff's recommendation.

Motion: Adopt Resolution No. 2026-35, APPROVING BENEFITS FOR UNCLASSIFIED EMPLOYEES IN THE EXECUTIVE SERVICE (January 1, 2026, through December 31, 2029), by a roll call vote.

Move to Adopt:	Richard Santos
Second:	John L. Varela
Yeas:	Shiloh Ballard, Jim Beall, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	Rebecca Eisenberg
Abstains:	None
Recuses:	None
Absent:	None
Summary:	6 Yeas; 1 Nays; 0 Abstains; 0 Absent.

The motion passed by a roll-call vote.

Director Eisenberg stated that they voted in opposition to the item due to concerns about equity and the potential impact on wealth disparities.

10.2. CEO and Chiefs' Reports.

Rachael Gibson, Chief of External Affairs, reviewed the attached Office of Civic Engagement Monthly Update, identified as Handout 10.2-A, and Office of Government Relations April Summary, identified as Handout 10.2-B, respectively, herein. Copies of the Handouts were distributed to the Board and made available to the public.

11. ADMINISTRATION:

None.

12. DISTRICT COUNSEL:

None.

13. BOARD POLICY PLANNING CALENDAR/PROPOSED FUTURE BOARD AGENDA ITEMS:

13.1. Review the Fiscal Year 2026 Board Policy Planning Calendar.

Recommendation: Review the Fiscal Year 2026 Board Policy Planning Calendar.

Candice Kwok-Smith, Clerk, Board of Directors, reviewed the information on this item as outlined in the attached Board Agenda Memo.

The Board noted the information without formal action.

14. BOARD MEMBER REPORTS/ANNOUNCEMENTS:

Director Beall had no report or announcements.

Director Eisenberg had no report or announcements.

Vice Chair Santos reported attending the Association of California Water Agencies (ACWA) conference, Agenda Review, CEO 2:1, a Berryessa Citizens Advisory Council meeting, and various meetings with staff.

Director Ballard reported attending the aforementioned ACWA conference, a meeting to review the selection of the next Chief Auditor, the Budget Workshop, a Santa Cruz Mountains Stewardship Spotlight Session, the Keep Coyote Creek Beautiful annual celebration, and encouraged staff to participate in Bike to Work Day on May 14, 2026.

Director Hsueh reported attending a meeting with staff to review a BPMC process, an interview by the Chief Auditor, a 1:1 with the Assistant CEO, a briefing with staff on the progress of the San Francisquito Creek Joint Powers Authority, and various meetings with staff.

Director Varela reported attending the aforementioned ACWA conference and announced that Karla Nemeth, the current Director of the California Department of Water Resources, was selected as the next Executive Director of ACWA.

Chairperson Estremera reported attending the aforementioned ACWA conference, the Budget Workshop, Agenda Review, 2:1 with the CEO and various meetings with staff.

15. CLERK REVIEW AND CLARIFICATION OF BOARD REQUESTS:

None.

16. ADJOURN:

Chairperson Estremera adjourned the meeting at 1:56 p.m., acknowledging May as Older Americans Month, Asian American and Native Hawaiian/Pacific Islander Heritage Month, Jewish American Heritage Month, and Military Appreciation Month. The Board will reconvene for its next Regular meeting at 1:00 p.m. on Tuesday, May 26, 2026, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San José, California, and via Zoom teleconference.

Candice Kwok-Smith
Clerk, Board of Directors

Approved:

Date: June 9, 2026

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Santa Clara Valley Water District

File No.: 26-0525

Agenda Date: 6/9/2026
Item No.: *4.8.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
Accept the CEO Bulletin for the Weeks of May 22, 2026, through June 4, 2026.

RECOMMENDATION:
Accept the CEO Bulletin.

SUMMARY:
The CEO Bulletin is a weekly communication to the Board of Directors for the CEO, assuring compliance with Executive Limitations Policy EL-7: The BAOs inform and support the Board in its work. Further, a BAO shall inform the Board of relevant trends, anticipated adverse media coverage, or material external and internal changes, particularly changes in the assumptions upon which any Board policy has previously been established, and report in a timely manner an actual or anticipated noncompliance with any policy of the Board.

CEO Bulletins are produced and distributed to the Board weekly as informational items, and then placed on the bimonthly, regular Board meeting agendas to allow opportunity for Board discussion on any of the matters contained therein.

ENVIRONMENTAL JUSTICE IMPACT:
The CEO Bulletin is not subject to environmental justice analysis.

FINANCIAL IMPACT:
There is no financial impact associated with this item.

CEQA:
The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
Attachment 1: 06042026 CEO Bulletin

UNCLASSIFIED MANAGER:
Melanie Richardson, 408-630-2017

CEO BULLETIN

To: **Board of Directors**
From: **Melanie Richardson, Interim CEO**

Weeks of May 22, 2026 – June 4, 2026

Board Executive Limitation Policy EL-7:
The Board Appointed Officers shall inform and support the Board in its work. Further, a BAO shall 1) inform the Board of relevant trends, anticipated adverse media coverage, or material external and internal changes, particularly changes in the assumptions upon which any Board policy has previously been established and 2) report in a timely manner an actual or anticipated noncompliance with any policy of the Board.

Item	IN THIS ISSUE
1	**Third Quarter Fiscal Year 2025-26 Financial Status Update**
2	**Updating the 100 Year FEMA Flood Plain Maps for the Lower Penitencia and Berryessa Watershed- Progress Update**

1. Third Quarter Fiscal Year 2025-2026 Financial Status Update

Valley Water's third quarter Fiscal Year 2025-26 closed on March 31, 2026. The third quarter financial status update presentation summarizes cash and investment balances, the debt portfolio and includes a comparison, and analysis, of the budget to actual status of revenues and expenditures for all funds as of March 31, 2026.

The presentation was provided to the Board Audit Committee on May 20, 2026 and has been submitted to the Clerk of the Board as a Non-Agenda item for your reference.

For further information, please contact Darin Taylor at (408) 630-3068.

2. Updating the 100 Year FEMA Flood Plain Maps for the Lower Penitencia and Berryessa Watershed- Progress Update

A Letter of Map Revision (LOMR) application to revise the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps for the Lower Penitencia Creek and Berryessa Watershed was submitted to FEMA on May 22, 2026. This was prompted by the completion of flood protection projects on Lower Penitencia, Berryessa and Calera Creeks. The LOMR application was jointly filed by Valley Water, Santa Clara County, and the cities of Milpitas and San Jose. A LOMR is FEMA's vehicle for changing their Flood Insurance Rate Maps (FIRM). Parcels located within the 100 year floodplain on the FIRM are required to purchase flood insurance if they carry federally backed loans.

This LOMR will update the FEMA floodplain for areas that are now protected by the flood protection projects. The FIRM for areas upstream of the flood protection projects are also being updated to take advantage of the new and more accurate floodplain modeling. This new modeling directly accounts for the storage effects of the storm drain network, in addition to reflecting more recent terrain data, any new or modified bridges, and updates to land use. The new maps will replace the effective FEMA floodplain from the 1970s/1980s.

The new maps will remove an estimated 6100 parcels while adding an estimated 85 parcels to the effective 100 Year FEMA floodplain. Of the 6100 parcels removed, about 4500 parcels would have their structures removed. These 4500 parcels should be able to remove the requirement for holding flood insurance if they choose to do so. Of the 85 parcels added, it is estimated that only 5 would have structures added; the remaining 80 may be able to remove their structures from the insurance requirement with an “Out as Shown” designation, which is a straight-forward process. All counts are approximate until FEMA finalizes the FIRM.

The public outreach plan includes individualized letters sent to the 5 most affected property owners (these were sent on 5/26/2026), followed by the future development of an informational website and likely postcard mailing(s). This later outreach will be done during the FEMA review and appeals period, which is expected to have a duration of 1 to 1.5 years.

For further information, please contact John Bourgeois at (408)-630-2990.

Santa Clara Valley Water District

File No.: 26-0526

Agenda Date: 6/9/2026
Item No.: *5.1.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
Board Committee Reports.

ATTACHMENTS:
*Handout 5.1-A: 03162026 CIP Summary
*Handout 5.1-B: 04012026 JWRC Summary
*Handout 5.1-C: 04202026 CIP Summary
*Handout 5.1-D: 04242026 ECCC Summary
*Handout 5.1-E: 05192026 BPMC Summary
*Handout 5.1-F: 06082026 WSDMC Special Meeting Agenda

Valley Water

MEMORANDUM

FC 14 (02-08-19)

TO: Board of Directors

FROM: Nai Hsueh,
CIP Chair

SUBJECT: Capital Improvement Program (CIP) Committee March 16, 2026 Regular Meeting Summary

DATE: June 9, 2026

This memorandum summarizes discussion and action from the regular meeting of the Capital Improvement Program Committee (CIP) held on March 16, 2026.

RECEIVE AN UPDATE ON THE WATER TREATMENT PLANT MASTER PLAN IMPLEMENTATION PROJECT (PROJECT NO. 93044001)
Discussion ensued relating to funding sources including water rates and grants, and the number of solutions included in the Santa Teresa Water Treatment Plant Project.

The Committee received the information, took no formal action, and requested that staff provide a presentation to the Committee relating to financing strategies for water treatment plant projects.

RECEIVE AND DISCUSS INFORMATION REGARDING THE STATUS OF CAPITAL PROJECTS IN THE DESIGN AND PERMITTING PHASE
Discussion ensued relating to a Building Trades Council tour of the Anderson Dam Project site, and the amount of railroad track affected by the Alviso Slough to Coyote Creek Project.

The Committee received the information and took no formal action.

RECEIVE AND DISCUSS INFORMATION REGARDING THE STATUS OF CAPITAL PROJECTS IN THE CONSTRUCTION PHASE
Without discussion, the Committee received the information and took no formal action.

RECEIVE INFORMATION ON CHANGE ORDERS TO ANDERSON DAM TUNNEL PROJECT CONSTRUCTION CONTRACT
Without discussion, the Committee received the information and took no formal action.

RECEIVE INFORMATION ON UPCOMING CONSULTANT AGREEMENT AMENDMENTS FOR CAPITAL PROJECTS
Discussion ensued relating to time-only extended amendments on construction contracts and annual renewals to monitor the performance of contracted vendors.

The Committee received the information and took no formal action.

REVIEW 2026 CAPITAL IMPROVEMENT PROGRAM COMMITTEE WORK PLAN AND MAKE ADJUSTMENTS AS NECESSARY

Chairperson Hsueh requested an edit to the language of the Coyote Creek Chillers Project item and further requested that staff schedule the Upper Guadalupe River implementation strategies item for the April Committee meeting, and noted that she will collaborate with staff relating to scheduling the Ogier Ponds Planning Study Report and the Calabazas/San Tomas Aquino Creek Staff Recommended Alternative item..

Board member comments and suggestions can be forwarded to Dave Leon, Assistant Deputy Clerk II at (408) 630-2006 or by email to daveleon@valleywater.org.

Valley Water

MEMORANDUM

FC 14

TO: Board of Directors

FROM: Director John L. Varela
JWRC 2026 Chair

SUBJECT: Joint Water Resources Committee (JWRC) with Gilroy/Morgan Hill
April 1, 2026, Regular Meeting Summary

DATE: June 9, 2026

This memorandum summarizes agenda items from the meeting of the Joint Water Resources Committee (JWRC) held on April 1, 2026.

Election of 2026 Committee Chairperson and Vice Chairperson.
It was moved by Director Santos and seconded by Councilmember Vega and unanimously carried that Chairperson Varela remain Chairperson and Mayor Bozzo would become Vice Chairperson.

Receive an Update on South Santa Clara County Water Reuse Collaboration Update and Projects and Plans.
The Committee received the information, took no formal action, and discussed the Amazon data center project's storage footprint and noted any excess water is expected to be minimal due to the efficiency of the technology. The Committee noted future discussions will be needed to determine how the water is distributed throughout the region, including unincorporated areas such as San Martin, as the water supply is connected. The Committee discussed the potential locations for the project alternatives; expressed support for clarifying the benefits of building in certain areas over others; and noted the cities will need to weigh in on costs versus benefits because both are supplying wastewater to the South County Regional Wastewater Authority (SCRWA). The Committee noted discussions will continue with City of San Jose but at this time their water will not be shipped outside of their service area. The Committee expressed support for moving forward without delay due to the potential of future droughts, increased development, and noted the importance of partnerships, including with the County, to address costs and advance efforts to secure the South County water supply. The Committee discussed property uses related to potential reverse osmosis concentrate disposal, agriculture uses, recycled water disposal, the basins used for secondary water, and treatment plant biosolids management. The Committee discussed the costs associated with the northern route pipeline extension, storage, and benefits for South County's economic expansion. The Committee discussed SCRWA's system capacity restraints during summer months due to decreased supply and increasing demand, noted that the Glen Loma pipeline phase may begin construction in the summer 2026, and recycled water service is expected to reach Gilroy Gardens and a nearby nursery. The Committee discussed the challenges of using purified water for recharging in South County due to the time requirements before purified water can be recovered for use and the number of wells in the area. The Committee discussed the feasibility study's recommendations for pursuing

John L. Varela
Director, District 1
Joint Water Resources Committee Chairperson

current funding and noted that alternative options, including direct potable reuse (DPR) and other emerging technologies, should continue to be explored for future opportunities. The Committee reaffirmed support for partnerships to help reduce costs and noted the completed feasibility report will be presented to the Valley Water Board of Directors for consideration. The Committee expressed support for inviting local elected officials, including representatives from City of San Jose, Hollister, and Santa Clara County to the next JWRC meeting.

Review and Accept the Joint Water Resources Committee 2026 Proposed Work Plan; and Confirm the Next Meeting Date.
The Committee reviewed and expressed acceptance and support for the JWRC 2026 proposed Work Plan without formal action, acknowledged staff's work, noted the meeting schedule, and anticipation for the next meeting, which was originally scheduled for June 3, 2026; but was subsequently rescheduled.

The next regular JWRC meeting is scheduled for 8:30 a.m. on October 7, 2026.

Board member comments and suggestions can be forwarded to Nicole Merritt, Deputy Clerk (Committee Meetings), at (408) 630-3262 or by email to nmerritt@valleywater.org.

John L. Varela
Director, District 1
Joint Water Resources Committee Chairperson

Valley Water

MEMORANDUM

FC 14 (02-08-19)

TO: Board of Directors

FROM: Nai Hsueh, CIP Chair

SUBJECT: Capital Improvement Program (CIP) Committee April 20, 2026 Regular Meeting Summary

DATE: June 9, 2026

This memorandum summarizes discussion and action from the regular meeting of the Capital Improvement Program Committee (CIP) held on April 20, 2026.

RECEIVE AND DISCUSS INFORMATION REGARDING THE STATUS OF CAPITAL PROJECTS IN THE FEASIBILITY AND PLANNING PHASE

Discussion ensued relating to inactive canals and maintenance on canals still in use, and the different phases of the Security Upgrades and Enhancements project, including replacement of the video camera management system.

The Committee received the information and took no formal action.

RECEIVE AN UPDATE ON THE IMPLEMENTATION STRATEGY FOR GUADALUPE RIVER - UPPER, INTERSTATE 280 TO BLOSSOM HILL ROAD, FLOOD PROTECTION PROJECT, PROJECT NO. 26154003

Discussion ensued relating to timelines and costs of smaller scope projects, timelines for the Army Corps of Engineers, phases of smaller scope projects, obtaining approvals from the Army Corps of Engineers, enlisting the Valley Water government delegation to lobby for funding, and seeking funding at the State level.

The Committee received the information and took no formal action.

RECEIVE INFORMATION ON CHANGE ORDERS TO ANDERSON DAM TUNNEL PROJECT CONSTRUCTION CONTRACT

Discussion ensued relating to potential impacts to the project resulting from a lawsuit unrelated to Valley Water brought against Graniterock and whether work at the quarry will cease as a result of the lawsuit. Further discussion ensued relating to project costs and money left within the contingency fund.

The Committee received the information and took no formal action.

REVIEW 2026 CAPITAL IMPROVEMENT PROGRAM COMMITTEE WORK PLAN AND MAKE ADJUSTMENTS AS NECESSARY

Chairperson Hsueh noted that the Calabazas San Tomas Aquino Creek Staff Recommended Alternative item will be presented at the June Committee meeting, and that an item relating to the Anderson Dam Construction Contract Authority will be presented at the May Committee meeting. Director Beall requested that staff include information in the

Ogier Ponds Planning Study report in June relating to opportunities to expand the ponds and other government entities that own land around the ponds.

The Committee received the information and took no formal action.

Board member comments and suggestions can be forwarded to Dave Leon, Assistant Deputy Clerk II at (408) 630-2006 or by email to daveleon@valleywater.org.

Valley Water

MEMORANDUM

FC 14 (02-08-19)

TO: Board of Directors

FROM: Richard Santos, ECCC Chair

SUBJECT: Environmental Creek Cleanup Committee (ECCC) April 24, 2026 Meeting Summary

DATE: June 9, 2026

This memorandum summarizes discussion and action from the meeting of the Environmental Creek Cleanup Committee (ECCC) held on April 24, 2026.

RECEIVE A PRESENTATION FROM THE SANTA CLARA COUNTY OFFICE OF SUPPORTIVE HOUSING: REGARDING THE DRAFT "SANTA CLARA COUNTY: COMMUNITY PLAN TO END HOMELESSNESS."

Discussion ensued relating to interagency coordination to find housing for individuals living along the creeks, the use of 2016 Measure A funds to house individual, whether funds in the original bond is fully committed, housing for farmworkers, and accommodations for disabled individuals.

The Committee received the information and took no formal action.

RECEIVE AN UPDATE ON VALLEY WATER'S MAINTENANCE ACTIVITIES ON THE COYOTE-ALAMITOS CANAL

Discussion ensued relating to whether the canal can be sold to an open space district or handed off to the Santa Clara County Parks Department, the Capital Improvement Program Committee's monitoring of the canal, and Valley Water's obligation to maintain unused properties owned by the organization.

The Committee received the information and took no formal action.

RECEIVE UPDATE ON VALLEY WATER'S ENCAMPMENT CLEANUP OPERATIONS

Discussion ensued relating to the renewal of the Agreement between Valley Water and the County of Santa Clara to provide outreach efforts and Valley Water's contributions under the agreement.

The Committee received the information and took no formal action.

REVIEW THE ENVIRONMENTAL CREEK CLEANUP COMMITTEE (ECCC) WORK PLAN.

Director Beall requested that staff add any November ballot measures within the Committee's purview to the next meeting agenda. Chairperson Santos noted that, per staff's recommendation, the next Committee meeting will take place on a date to be determined in October 2026.

The Committee received the information and took no formal action.

Board member comments and suggestions can be forwarded to Dave Leon, Assistant Deputy Clerk II at (408) 630-2006 or by email to daveleon@valleywater.org.

MEMORANDUM
FC 14

TO: Board of Directors **FROM**: BPMC

SUBJECT: Board Policy and Monitoring Committee (BPMC) May 19, 2026 Regular Meeting Summary **DATE:** *June 9, 2026*

This memorandum summarizes discussion and action from the meeting of the Board Policy and Monitoring Committee (BPMC) held on Tuesday, May 19, 2026.

Receive Update on the West Valley and Lower Peninsula Watershed Master Plan.

The Committee received and discussed the information, took no formal action, and noted the following: the need for clarification of roles and projects between Valley Water and San Francisquito Creek Joint Powers Authority for the San Francisquito Creek Flood Protection Project.

Review and Discuss the Technology Disruption Policy for Board Meetings, and Recommend New Policy GP-12.4 be Presented to the Full Board for Approval.

The Committee received the information, and without discussion, on a motion by Director Estremera and second by Chairperson Hsueh, and unanimously approved, to recommend New Policy GP-12.4 be presented to the full Board for approval.

Provide Feedback for the Upcoming Audit of the Board Appointed Officers Complaint Process. (Continued from April 21, 2026)

The Committee received and discussed the information, took no formal action, and noted the following: the Board review process (Process C) once an investigation of a BAO has been completed, and the post-investigation process (Process D), distinctions between rank-and-file employees and BAOs relating to confidentiality and privacy protections, and support and timelines of sending the charts to the Auditor and the Board.

The Committee requested an item on the next BPMC agenda to consider an interim policy for a complaint against a BAO while the Auditor completes their review. If approved, the interim policy will be forward to the Board for review and approval.

Review and Provide Feedback on Board Work Plan.

The Committee received the information, took no formal action, and without discussion noted the item will be continued to the June 16, 2026 meeting.

Nai Hsueh
Director, District 5
BPMC Chairperson

Review and Discuss the 2026 Board Policy and Monitoring Committee (BPMC) Work Plan and Make Adjustments as Necessary, and Confirm the Committees Next Meeting Date.

The Committee received the information and took no formal action.

**

Board member comments and suggestions can be forwarded to Stephanie Simunic, Assistant Deputy Clerk II at (408) 630-2408 or by email to ssimunic@valleywater.org.

Nai Hsueh
Director, District 5
BPMC Chairperson

Santa Clara Valley Water District
Water Supply and Demand Management Committee

HQ. Bldg. Boardroom, 5700 Almaden Expressway, San Jose, California
Join Zoom Meeting: https://valleywater.zoom.us/s/92597340524

SPECIAL MEETING
AGENDA

Monday, June 8, 2026
1:00 PM

District Mission: Provide Silicon Valley safe, clean water for a healthy life, environment and economy.

COMMITTEE OFFICERS:

Nai Hsueh, Chairperson
Director, District 5
Shiloh Ballard, Vice Chairperson
Director, District 2
Richard Santos
Director, District 3

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body, will be available to the public through the legislative body agenda web page at the same time that the public records are distributed or made available to the legislative body. Santa Clara Valley Water District will make reasonable efforts to accommodate persons with disabilities wishing to participate in the legislative body's meeting. Please advise the Clerk of the Board Office of any special needs by calling (408) 630-2277.

STAFF LIAISONS:
Vincent Gin
Kirsten Struve
Ryan McCarter
Stephanie Simunic
COB Liaison
Assistant Deputy Clerk II
ssimunic@valleywater.org
1-408-630-2408

Note: The finalized Board Agenda, exception items and supplemental items will be posted prior to the meeting in accordance with the Brown Act.

Santa Clara Valley Water District
Water Supply and Demand Management Committee

SPECIAL MEETING
AGENDA

Monday, June 8, 2026 **1:00 PM** **HQ. Bldg. Boardroom**
5700 Almaden Expressway, San Jose, California
Join Zoom Meeting:
https://valleywater.zoom.us/s/92597340524

IMPORTANT NOTICES AND PARTICIPATION INSTRUCTIONS

Santa Clara Valley Water District (Valley Water) Board of Directors/Board Committee meetings are held as a "hybrid" meetings, conducted in-person as well as by telecommunication, and is compliant with the provisions of the Ralph M. Brown Act.

To maximize public safety while still maintaining transparency and public access, members of the public have an option to participate by teleconference/video conference or attend in-person. To observe and participate in the meeting by teleconference/video conference, please see the meeting link located at the top of the agenda. If attending in-person, you are required to comply with Ordinance 22-03 - AN ORDINANCE OF THE SANTA CLARA VALLEY WATER DISTRICT SPECIFYING RULES OF DECORUM FOR PARTICIPATION IN BOARD AND COMMITTEE MEETINGS located at https://s3.us-west-2.amazonaws.com/valleywater.org.if-us-west-2/f2-live/s3fs-public/Ord.pdf

In accordance with the requirements of Gov. Code Section 54954.3(a), members of the public wishing to address the Board/Committee during public comment or on any item listed on the agenda, may do so by filling out a Speaker Card and submitting it to the Clerk or using the "Raise Hand" tool located in the Zoom meeting application to identify yourself in order to speak, at the time the item is called. Speakers will be acknowledged by the Board/Committee Chair in the order requests are received and granted speaking access to address the Board.

- Members of the Public may test their connection to Zoom Meetings at: https://zoom.us/test
- Members of the Public are encouraged to review our overview on joining Valley Water Board Meetings at: https://www.youtube.com/watch?v=TojJpYCxXm0

Valley Water, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access and/or participate in Valley Water Board of Directors/Board Committee meetings to please contact the Clerk of the Board's office at (408) 630-2711, at least 3 business days before the scheduled meeting to ensure that Valley Water may assist you.

This agenda has been prepared as required by the applicable laws of the State of California, including but not limited to, Government Code Sections 54950 et. seq. and has

not been prepared with a view to informing an investment decision in any of Valley Water's bonds, notes or other obligations. Any projections, plans or other forward-looking statements included in the information in this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of Valley Water's bonds, notes or other obligations and investors and potential investors should rely only on information filed by Valley Water on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures and Valley Water's Investor Relations website, maintained on the World Wide Web at https://emma.msrb.org/ and https://www.valleywater.org/how-we-operate/financebudget/investor-relations, respectively.

Under the Brown Act, members of the public are not required to provide identifying information in order to attend public meetings. Through the link below, the Zoom webinar program requests entry of a name and email address, and Valley Water is unable to modify this requirement. Members of the public not wishing to provide such identifying information are encouraged to enter "Anonymous" or some other reference under name and to enter a fictional email address (e.g., attendee@valleywater.org) in lieu of their actual address. Inputting such values will not impact your ability to access the meeting through Zoom.

Join Zoom Meeting:
https://valleywater.zoom.us/s/92597340524
Meeting ID: 925 973 40524
Join by Phone:
1 (669) 900-9128, 92597340524#

1. CALL TO ORDER:

1.1. Roll Call.

2. TIME OPEN FOR PUBLIC COMMENT ON ANY ITEM NOT ON THE AGENDA.

Notice to the public: Members of the public who wish to address the Board/Committee on matters not listed on the agenda may do so by completing a Speaker Card and submitting it to the Clerk, or by using the "Raise Hand" feature within the Zoom meeting application to request recognition. Speakers will be acknowledged by the Board/Committee Chair in the order requests are received and, when recognized, will be granted speaking access to address the Board/Committee.

Public comments shall be limited to three (3) minutes per speaker, or such other time as determined by the Chair. State law does not permit the Board/Committee to take action on, or engage in extended discussion of, any item not appearing on the posted agenda, except as otherwise authorized under applicable law. If Board/Committee action is requested, the matter may be scheduled for consideration at a future meeting.

All public comments requiring a response will be referred to staff for a written reply. The Board/Committee may take action on any item of business appearing on the posted agenda.

3. APPROVAL OF MINUTES:

3.1. Approval of April 27, 2026 Water Supply and Demand Management Committee (WSDMC) Minutes. 26-0489

Recommendation: Approve the minutes.

Manager: Wendy Ho, 408-630-3874

Attachments: Attachment 1: 04272026 WSDMC Minutes

Est. Staff Time: 5 Minutes

4. REGULAR AGENDA:

4.1. Receive Information on the Draft 2025 Urban Water Management Plan and Water Shortage Contingency Plan. 26-0514

Recommendation: Receive information on the Draft 2025 Urban Water Management Plan and Water Shortage Contingency Plan.

Manager: Kirsten Struve, 408-630-3138

Attachments: Attachment 1: Link to 2026 Urban Water Management Plan
Attachment 2: Link to 2026 Draft Water Shortage Contg. Plan
Attachment 3: PowerPoint

Est. Staff Time: 15 minutes

4.2. Receive an Update on Groundwater Basins Managed by Valley Water and Compliance with the Sustainable Groundwater Management Act. 26-0502

Recommendation: Receive an update on the groundwater basins managed by Valley Water and compliance with the Sustainable Groundwater Management Act.

Manager: Gregory Williams, 408-630-2867

Attachments: Attachment 1: PowerPoint

Est. Staff Time: 10 Minutes

4.3. Receive an Update and Discuss the B.F. Sisk Dam Raise and Reservoir Expansion Project; Recommend to the Board to Authorize Payment of up to $1,344,613 for Valley Water's Share of Project Planning Costs. 26-0507

Recommendation:
A. Receive an update and discuss the B.F. Sisk Dam Raise and Reservoir Expansion Project.
B. Recommend to the Board to authorize payment up to $1,344,613 for Valley Water's share of Project planning costs.

Manager: Vincent Gin, 408-630-2633

Attachments: Attachment 1: PowerPoint

Est. Staff Time: 15 Minutes

4.4. Receive Update on the Sites Reservoir Project, including Draft Sites Water Right Permit Terms, Proposed Contract Between Participants and Sites Authority, and State and Federal Funding. 26-0520

Recommendation: Receive and discuss information on the Sites Reservoir Project, including the draft Sites water right permit terms, proposed contract between Participants and Sites Authority, and State and federal funding.

Manager: Vincent Gin, 408-630-2633

Attachments: Attachment 1: PowerPoint

Est. Staff Time: 15 minutes

4.5. Receive and Discuss Information regarding the Status and Potential of Various Groundwater Banking Projects. 26-0516

Recommendation: Receive and discuss information regarding the status and potential of various groundwater banking projects.

Manager: Vincent Gin, 408-630-2633

Attachments: Attachment 1: PowerPoint

Est. Staff Time: 15 minutes

4.6. Receive an Update on the Safe Clean Water Conservation Program - Project A2: Water Conservation Rebates and Programs Update and Collaboration with Retailers, and Receive Feedback. 26-0484

Recommendation: Receive an update on the Safe Clean Water-funded conservation programs and Valley Water's collaboration with retailers, and receive feedback.

Manager: Kirsten Struve, 408-630-3138

Attachments: Attachment 1: PowerPoint

Est. Staff Time: 15 Minutes

4.7. Receive an Update on the Implementation of Valley Water's Water Rate Assistance Program, Including its Current Status and Metrics to Date. 26-0523

Recommendation: Receive an update on the implementation of Valley Water's Water Rate Assistance Program, including its current status and metrics to date.

Manager: Rachael Gibson, 408-630-2884

Attachments: Attachment 1: PowerPoint

Est. Staff Time: 15 minutes

4.8. Review and Discuss the 2026 Water Supply and Demand Management Committee (WSDMC) Work Plan and Make Adjustments as Necessary; and Confirm the Next Meeting Date. 26-0488

Recommendation: Review and discuss the 2026 WSDMC Work Plan and make adjustments as necessary; and confirm the next meeting date.

Manager: Wendy Ho, 408-630-3874

Attachments: Attachment 1: 2026 WSDMC Committee Work Plan

Est. Staff Time: 5 Minutes

5. CLERK REVIEW AND CLARIFICATION OF COMMITTEE REQUESTS.

This is an opportunity for the Clerk to review and obtain clarification on any formally moved, seconded, and approved requests and recommendations made by the Committee during the meeting.

6. ADJOURN:

6.1. Adjourn. The Next Regular Meeting is Scheduled at 10:00 a.m., on Monday, June 22, 2026 or TBD.

Santa Clara Valley Water District

File No.: 26-0545

Agenda Date: 6/9/2026
Item No.: *5.2.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
*Adopt a Resolution Appointing and Providing for the Compensation of the Interim District Counsel, Effective June 9, 2026, Until a New Permanent Incumbent is Appointed Through a Competitive Recruitment Process.

RECOMMENDATION:
*Adopt the Resolution APPOINTING THE INTERIM DISTRICT COUNSEL, AN UNCLASSIFIED EMPLOYEE, APPOINTED BY THE BOARD OF DIRECTORS OF THE SANTA CLARA VALLEY WATER DISTRICT AND APPROVING THE COMPENSATION AMOUNT.

SUMMARY:
The Board of Directors (Board) is responsible for the appointment of the District Counsel, a Board Appointed Officer, and an Unclassified employee of the Santa Clara Valley Water District (Valley Water).

Carlos Orellana, the current District Counsel, has submitted his resignation with an effective date of July 25, 2026 and will be on leave until that time. As a result, the Board will need to appoint an interim District Counsel until a new incumbent is appointed through a competitive recruitment process.

*Linda Mason will serve as the interim District Counsel effective June 9, 2026, with a compensation of $355,492.80 annually, until a new permanent incumbent is appointed through a competitive recruitment process.

The Interim District Counsel, Linda Mason, will report to the Board of Directors. The Chair of the Board will be the delegated authority to release the interim District Counsel at the conclusion of the appointment.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with the agenda item.

FINANCIAL IMPACT:
Compensation associated with appointing an Interim District Counsel is budgeted through the Office of District Counsel budget, Project 60141001.

CEQA:
The recommended action does not constitute a project under CEQA because it does not have the potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
*Original Board Agenda Memo
*Supplemental Board Agenda Memo
*Supplemental Attachment 1: Resolution

UNCLASSIFIED MANAGER:
Patrice McElroy, 408-630-3159

Santa Clara Valley Water District

File No.: 26-0529

Agenda Date: 6/9/2026
Item No.: 5.2.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
Adopt a Resolution Appointing and Providing for the Compensation of the Interim District Counsel, Effective June 9, 2026, Until a New Permanent Incumbent is Appointed.

RECOMMENDATION:
Adopt the Resolution APPOINTING AND PROVIDING FOR THE COMPENSATION OF THE INTERIM DISTRICT COUNSEL, EFFECTIVE JUNE 9, 2026, UNTIL AN INCUMBENT IS APPOINTED THROUGH A COMPETITIVE RECRUITMENT PROCESS.

SUMMARY:
The Board of Directors (Board) is responsible for the appointment of the District Counsel, a Board Appointed Officer, and an Unclassified employee of the Santa Clara Valley Water District (Valley Water).

Carlos Orellana, the current District Counsel, has submitted his resignation with an effective date of July 25, 2026 and will be on leave until that time. As a result, the Board will need to appoint an interim District Counsel until a new incumbent is appointed through a competitive recruitment process. The Chair of the Board will be delegated authority to release the interim District Counsel if there is a business need to do so before a new appointment is presented.

The resolution associated with this item and the appointment to the Interim District Counsel will be provided in a supplemental memorandum on Friday, June 5, 2026.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with the agenda item.

FINANCIAL IMPACT:
Compensation associated with appointing an Interim District Counsel is budgeted through the Office of District Counsel budget, Project 60141001.

CEQA:
The recommended action does not constitute a project under CEQA because it does not have the potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
None.

UNCLASSIFIED MANAGER:
Patrice McElroy, 408-630-3159

Santa Clara Valley Water District

File No.: 26-0531

Agenda Date: 6/9/2026
Item No.: *5.2.

SUPPLEMENTAL BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
*Adopt a Resolution Appointing and Providing for the Compensation of the Interim District Counsel, Effective June 9, 2026, Until a New Permanent Incumbent is Appointed Through a Competitive Recruitment Process.

REASON FOR SUPPLEMENTAL MEMORANDUM:
This memorandum provides additional information, including the Resolution, with the corresponding attachments that weren't available at the time of publication on May 29, 2026.

RECOMMENDATION:
*Adopt the Resolution APPOINTING THE INTERIM DISTRICT COUNSEL, AN UNCLASSIFIED EMPLOYEE, APPOINTED BY THE BOARD OF DIRECTORS OF THE SANTA CLARA VALLEY WATER DISTRICT AND APPROVING THE COMPENSATION AMOUNT.

SUMMARY:
The Board of Directors (Board) is responsible for the appointment of the District Counsel, a Board Appointed Officer, and an Unclassified employee of the Santa Clara Valley Water District (Valley Water).

Carlos Orellana, the current District Counsel, has submitted his resignation with an effective date of July 25, 2026, and will be on leave until that time. As a result, the Board will need to appoint an interim District Counsel until a new incumbent is appointed through a competitive recruitment process.

*Linda Mason will serve as the interim District Counsel effective June 9, 2026, with a compensation of $355,492.80 annually, until a new permanent incumbent is appointed through a competitive recruitment process.

The Interim District Counsel, Linda Mason, will report to the Board of Directors. The Chair of the

Board will be the delegated authority to release the interim District Counsel at the conclusion of the appointment.

ENVIRONMENTAL JUSTICE IMPACT:
No change from original memo.

FINANCIAL IMPACT:
No change from original memo.

CEQA:
No change from original memo.

ATTACHMENTS:
*Supplemental Attachment 1: Resolution

UNCLASSIFIED MANAGER:
Patrice McElroy, 408-630-3159

BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT

RESOLUTION NO. 2026-

APPOINTING THE INTERIM DISTRICT COUNSEL, AN UNCLASSIFIED EMPLOYEE, APPOINTED BY THE BOARD OF DIRECTORS OF THE SANTA CLARA VALLEY WATER DISTRICT AND APPROVING THE COMPENSATION AMOUNT

WHEREAS, on June 9, 2026 the Board of Directors appointed Linda Mason to serve as the Santa Clara Valley Water District's (Valley Water) Interim District Counsel; and

WHEREAS, the Board establishes the salary and benefits of Board Appointed Officers, and desires to establish the compensation for the Interim District Counsel while she serves in that capacity.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Santa Clara Valley Water District as follows:

1. Linda Mason is hereby appointed to the position of Interim District Counsel until an incumbent is appointed through a competitive recruitment process;

2. During the period of her services as Interim District Counsel of the Valley Water District, Linda Mason will earn a salary in the amount of $355,492.80;

3. In addition to the annual salary set forth in paragraph 1, Ms. Mason will receive each of the employee benefits applicable to members of the unclassified service, as set forth in Exhibit A to this resolution.

4. The salaries, wages, compensation, and expenses provided herein shall be in full for all official services performed unless expressly or otherwise provided and shall be paid on the basis of the biweekly pay period plan. Compensation shall be payable on or before the seventh (7th) calendar day after conclusion of each biweekly pay period for services rendered during the preceding biweekly pay period.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District by the following vote on June 9, 2026.

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

_____
TONY ESTREMERA
Chair, Board of Directors

ATTEST

_____
CANDICE KWOK-SMITH
Clerk, Board of Directors

EXHIBIT A
COVERSHEET

ICMA COD OF ETHICS WITH GUIDELINES AND UNCLASSIFIED EMPLOYEE BENEFITS

No. of Pages: 10

Exhibit Attachments: Attachment A: ICMA Code Of Ethics With Guidelines
Attachment B: Valley Water Unclassified Employee Benefits

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ICMA | ethics

ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in May 2025. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in July 2025.

The mission of ICMA is to advance professional local government through leadership, management, innovation, and ethics. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1. We believe professional management is essential to effective, efficient, equitable, and democratic local government.

Tenet 2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities in order to uphold local government professionalism.

Tenet 3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their position and profession, the integrity of their local government, and in their responsibility to uphold the public trust.

Length of Service. For chief administrative/executive officers appointed by a governing body or elected official, a minimum of two years is considered necessary to render a professional service to the local government. In limited circumstances, it may be in the best interests of the local government and the member to separate before serving two years. Some examples include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or significant personal issues. It is the responsibility of an applicant for a position to understand conditions of employment, including expectations of service. Not understanding the terms of employment prior to accepting does not justify premature separation. For all members a short tenure should be the exception rather than a recurring experience, and members are expected to honor all conditions of employment with the organization.

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Appointment Commitment. Members who accept an appointment to a position should report to that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time. However, once a member has accepted a formal offer of employment, that commitment is considered binding unless the employer makes fundamental changes in the negotiated terms of employment.

Credentials. A member's resume for employment or application for ICMA's Voluntary Credentialing Program shall completely and accurately reflect the member's education, work experience, and personal history. Omissions and inaccuracies must be avoided.

Professional Respect. Members should demonstrate professional respect for colleagues, including predecessors, successors, and others who might be candidates for the same position. Professional respect does not preclude sharing honest differences of opinion privately between colleagues; it does preclude attacking a person's motives or integrity, undermining them, or actively interfering with their work.

Showing professional respect involves acknowledging power dynamics between different career points and tenures. Undue influence, abuse of power, and intimidation are inappropriate and must be avoided.

A member no longer working in service to a local government should be mindful of professional respect before running for elected office in a jurisdiction where they recently served.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report possible violations to ICMA. In reporting the possible violation, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members shall not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position that has an incumbent who has not announced his or her separation or been officially informed by the appointive entity that his or her services are to be terminated. Members should not initiate contact with representatives of the appointive entity. Members contacted by representatives of the appointive entity body regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

Relationships in the Workplace. Members should not engage in an intimate or romantic relationship with any elected official or board appointee, employee they report to, one they appoint and/or supervise, either directly or indirectly, within the organization.

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This guideline does not restrict personal friendships, professional mentoring, or social interactions with employees, elected officials and Board appointees.

Influence. Members should conduct their professional and personal affairs in a manner that demonstrates that they cannot be improperly influenced in the performance of their official duties.

Conflicting Roles. Members who serve multiple roles – either within the local government organization or externally – should avoid participating in matters that create either a conflict of interest or the perception of one. They should disclose any potential conflict to the governing body so that it can be managed appropriately.

Conduct Unbecoming. Members should treat people fairly, with dignity and respect and should not engage in, or condone bullying behavior, harassment, sexual harassment, unwelcome contact, advances, or discrimination on the basis of race, religion, national origin, age, disability, gender, gender identity, sexual orientation, or veteran status. Members should foster respectful, inclusive environments in all professional and social settings.

Tenet 4. Serve the best interests of all community members.

GUIDELINES

Effects of Decisions. Members should inform the appropriate elected or appointed official(s) of a decision's anticipated effects on community members.

Promote Equity. Members should ensure fairness and impartiality in accessing programs and services and in the enforcement of laws and regulations. Members should assess and propose solutions to strive to eliminate disparities.

Tenet 5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.

Tenet 6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.

Tenet 7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and

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impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

Tenet 8. Continually improve professional capabilities and those of others while fostering growth and development through ethical leadership and effective management practices.

GUIDELINES

Self-Assessment. Members should evaluate and enhance their professional skills and competencies annually through self-reflection and by proactively soliciting feedback.

Professional Development. Members should stay informed about emerging issues, practices, and challenges, actively engage in development activities year-round, and support others in enhancing their professional and ethical competencies.

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Tenet 9. Keep the community informed on local government affairs. Encourage and facilitate active engagement and constructive communication between community members and all local government officials.

GUIDELINE

Engagement. Members should ensure community members can actively engage with their local government as well as eliminate barriers and support involvement of the community in the governance process.

Tenet 10. Oppose efforts to interfere with professional responsibilities by consistently executing official duties, policies, and processes with an unwavering commitment to unbiased public service.

GUIDELINES

Information Sharing and Feedback. The member should collaborate with the governing body to establish clear communication protocols for effective, equitable, and transparent information sharing and reciprocal feedback.

Personnel and Operational Matters. The member shall lead personnel and operating decisions consistent with responsibilities established in the charter or enabling legislation without interference from the governing body.

Tenet 11. Manage all personnel matters with fairness and impartiality.

GUIDELINE

Diversity and Inclusion. It is the member's responsibility to recruit, hire, promote, retain, train, and support a diverse workforce at all levels of the organization.

Tenet 12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

GUIDELINES

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve

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a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on "Confidential Information"). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member's family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. In any instance where there is a conflict of interest, appearance of a conflict of interest, or personal financial gain of a member by virtue of a relationship with any individual, spouse/partner, group, agency, vendor or other entity, the member shall disclose the relationship to the organization. For example, if the member has a relative that works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private

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business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.
Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

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BENEFIT	SUMMARY
Vacation	• Newly hired employees receive **224 hours (28 days/year)** of prorated vacation based on the date of hire. The prorated amount is vested immediately for the remainder of the fiscal year and is available for use upon approval of the employee's Appointing Authority. Starting the following fiscal year, vacation shall accrue as set forth below for current employees. • Beginning each fiscal year, current employees receive 224 hours (28 days/year) of vacation, which is vested immediately for the entire fiscal year, and may be accumulated up to 4 times entitlement. • Employees may elect either a cash pay-off for up to 28 days (224 hours) or have all or a portion of the cash value transferred to the Deferred Compensation Plan once each year. Elections to cash out vacation must be made in the calendar year prior to the cash out.
Sick Leave	Sick leave is accrued at the rate of 1 day per month (96 hours per year) with unlimited accumulation. • Upon resignation, with 10 or more years of service with Valley Water, up to 480 hours of accrued sick leave shall be paid at 25% of the equivalent cash value. • Upon retirement (filed for CalPERS retirement), regardless of years of service with Valley Water, sick leave may be paid out as follows: ○ Sick leave balance *up to* 480 hours is paid out at 50% of the equivalent cash value. Any remaining balance above 480 hours may be converted into additional CalPERS service credit. Sick leave hours above 480 will not be paid out. ○ Entire accrued sick leave balance may be converted into additional CalPERS service credit. No sick leave hours will be paid out. ○ Combination of any portion (*up to 480 hours*) of the sick leave balance is paid out at 50% and any remaining balance may be converted into additional CalPERS service credit. Sick leave hours above 480 will not be paid out. • Upon death, all accrued, unused sick leave will be paid at 100% of the cash value. Any other payout of accrued sick leave upon separation of employment must be approved by the Chief Executive Officer. Any such approved payout shall not exceed 480 hours of accrued sick leave and shall be at the rate of 25% of the equivalent cash value.
Sick Leave Conservation	Sick Leave Conservation Program - Employees with a minimum of one (1) year of service who have used no more than twenty-seven (27) sick leave hours during the preceding twelve (12) month period may convert up to twenty-four (24) hours to cash. Elections to cash out sick leave must be made in the calendar year prior to the cash-out.
Executive Leave & Personal Leave	**24 hours of executive leave** and **32 hours of prorated personal leave** provided upon hire. Leave may be converted to cash or credited to the deferred compensation plan at any time during the fiscal year. Automatically paid out if no election is made.
Bereavement Leave	5 days of bereavement leave for obligations arising from the death of a family member as defined in the At-Will Policy for Employees in the Unclassified Service. Additional time may be charged to sick leave for a total leave (4 days of bereavement leave plus sick leave) not to exceed 10 consecutive working days.
Parental Leave	Valley Water provides 4 paid days for qualifying parental leave. Thereafter, employees may use sick leave (in addition to current vacation, comp time, and/or personal leave) for all qualifying parental leave. Employees can use this sick leave for bonding (or for the placement of a child with an employee for adoption or foster care). The duration of such parental or bonding leave shall be subject to Valley Water policy.
Reproductive Loss Leave (RLL)	Valley Water provides 4 paid days for qualifying reproductive loss leave. Thereafter, the employee may use 1 additional day from eligible leave banks, or go unpaid, for a qualifying leave up to 5 days. Employees may take their leave consecutively, or intermittently and must use the leave within 3 months of the loss.
Holidays	14 designated days per calendar year.
CalPERS Retirement for Classic Members ***Hired Prior to 3/19/2012*** **(Tier 1)**	California Public Employees Retirement System (CalPERS) **2.5% at 55** retirement plan with final compensation of highest 12 consecutive months. The current required employee contribution is **8%**. Contributions are pre-tax payroll deductions.
CalPERS Retirement for Classic Members ***Hired On or After 3/19/2012*** **(Tier 2)**	California Public Employees Retirement System (CalPERS) **2.0% at 60** retirement plan with final compensation of highest 36 consecutive months. The current required employee contribution is **0%**. Valley Water pays the employee contribution (Employer Paid Member Contributions – EPMC) of 7%.

CalPERS Retirement for New Members ***Hired On or After 1/1/2013*** **(Tier 3/PEPRA)**	California Public Employees Retirement System (CalPERS) **2.0% at 62** retirement plan with final compensation of highest 36 consecutive months. Employees are required to pay 50% of the total normal cost as determined by the annual CalPERS valuation which is subject to change each fiscal year. The current required employee contribution is **7.25%.** Contributions are pre-tax payroll deductions.
Retirement Health Benefits for Employees ***Hired Prior to 12/30/2006***	Medical coverage is provided for retired employees with 10 years of continuous service with Valley Water or a combination of prior public agency service (meaning the State of California or any political subdivision thereof, including any city, county, or special district) with a minimum of 5 consecutive years of Valley Water Service. Medical, Dental, and Vision coverage is provided for retired employees and one eligible dependent with 15 or more years of continuous service with Valley Water or a combination of prior public agency service with a minimum of 5 consecutive years of Valley Water Service. Medical, Dental, and Vision coverage is provided for retired employees plus two (2) or more eligible dependents with 25 or more years of continuous service with Valley Water or a combination of prior public agency service with a minimum of 5 consecutive years of Valley Water Service.
Retirement Health Benefits for Employees ***Hired on or after 12/30/2006 and Prior to 3/1/2007***	Medical coverage is provided for retired employees with 10 years of continuous service with Valley Water or a combination of prior public agency service (meaning the State of California or any political subdivision thereof, including any city, county, or special district) with a minimum of 5 consecutive years of Valley Water Service. Medical, Dental, and Vision coverage is provided for retired employees and one eligible dependent with 15 or more years of continuous service with Valley Water or a combination of prior public agency service with a minimum of 5 consecutive years of Valley Water Service. Medical, Dental, and Vision coverage is provided for retired employees plus two (2) or more eligible dependents with 25 or more years of continuous service with Valley Water or a combination of prior public agency service with a minimum of 5 consecutive years of Valley Water Service. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less. Effective April 1, 2024, retirees will pay 0% of the cost of the premium. Valley Water will pay 100% of the cost of the premium.
Retirement Health Benefits for Employees ***Hired On or After 3/1/2007***	Medical coverage is provided for retired employees with 15 years of continuous service with Valley Water or a combination of prior public agency service (meaning the State of California or any political subdivision thereof, including any city, county, or special district) with a minimum of 5 consecutive years of Valley Water Service. Medical coverage is provided for retired employees and one eligible dependent with 20 or more years of continuous service with Valley Water or a combination of prior public agency service with a minimum of 5 consecutive years of Valley Water Service. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less. Effective April 1, 2024, retirees will pay 0% of the cost of the premium. Valley Water will pay 100% of the cost of the premium.
Health Insurance	Medical, Dental, Vision Care, and EAP benefits are provided by Valley Water with no monthly premium cost to the employee. Medical, Dental, Vision Care, and EAP benefits are provided to all regular employees and their eligible dependents including domestic partners. Domestic partner coverage is taxable income for federal income tax purposes. Valley Water employees may only receive coverage under one plan; either as single coverage or family coverage and either as the primary subscriber or as a dependent under the plan of a spouse or domestic partner who is a regular Valley Water employee. Eligible dependents will only be covered under one employee's medical plan.
Disability Insurance	Valley Water provides Short Term Disability (STD) equal to 66 2/3% of salary to a maximum weekly benefit of $3,462 with a 14-day waiting period. STD may transition into Long Term Disability (LTD) after 180 days of disability and then provide 66 2/3% of salary to a maximum monthly benefit of $15,000.
Life Insurance	Valley Water provides life insurance benefits equal to employee's annual salary up to a maximum benefit of $100,000 with a five-year phase out in declining increments of $10,000 per year starting with $50,000 coverage upon retirement. The premium attributable to life insurance benefit exceeding $50,000 is considered "imputed income" and must be reported as taxable earnings on the W-2 statement each year, as required by the IRS.

Life Insurance	Optional supplemental life insurance available in amounts equal to 1, 2, 3, or 4 times annual salary to a maximum benefit of $750,000 is available at employee cost. Guaranteed issue amount is $200,000.
Deferred Compensation	Deferred compensation plans are available at the employee's option, with up **to $9,000 in annual matching contributions each calendar** year from Valley Water. The match will be deposited into the 401(a) plan.
Flexible Spending Account (FSA)	Health Care Spending Account – Maximum contribution up to $3,400 for eligible medical, dental, vision and prescription expenses for 2026. The rollover amount from 2026 into 2027 is $680. Dependent Adult or Child Daycare – Maximum contribution of $7,500 per family or $3,750 if you file taxes "Married Filing Separately" per calendar year. Commuter Spending Account – Pre-tax deductions are allowed up to the IRS maximum for any public transportation or to pay for qualified vanpools to commute to work.
Employee Assistance Program (EAP)	Valley Water provides an EAP to employees and their eligible dependents that are staffed by licensed credentialed counselors and provides information, referral, and short-term counseling for personal issues affecting work or personal life.
Legal Insurance	Valley Water offers comprehensive legal benefits through Legal Shield which include (but are not limited to): Bullying Protection, Post-Nuptial/DP Agreements, Gender Identifier Change, Elder Law Matter, Civil/Social Discrimination, and Consumer Credit Services.
Accident Insurance	The Standard offers optional coverage that provides cash benefits if you're injured outside of work. Payments can help cover lost income and unexpected medical expenses. The plan pays for a range of injuries and treatments, including chipped teeth, lacerations, and broken bones, helping reduce the financial impact of accidents.
Critical Illness Insurance	The Standard offers optional coverage that provides a lump-sum cash benefit ($10,000–$30,000) if you're diagnosed with a covered critical illness, such as cancer, stroke, heart attack, Alzheimer's, or Parkinson's. The benefit can help cover medical costs, caregiving needs, and other expenses, offering financial support during treatment and recovery.
Pet Insurance	Valley Water offers optional pet insurance through MetLife. MetLife Pet can help you be prepared for unexpected vet costs associated with injuries and illnesses and can also cover routine pet care. MetLife is an employee cost direct-bill plan (no paycheck deductions).
Wellness	**ValleyWaterWell –** Valley Water Wellness program. We offer company-wide challenges, lunchtime seminars, health cooking demos, health stations, and more!
	Origin Financial Wellness – Valley Water provided financial Wellness tool. Free 1:1 meetings with certified financial planners, free app access with visibility to financial transactions, free basic will preparation, discounted will preparation and more!
	ClassPass – Fitness & wellness at your fingertips. 13 Valley Water provided credits per month, up to 13 credit rollover. Discounted credit purchases.
	Personify Health – Valley Water Wellness Platform. Participate in wellness challenges, competitions, and more. Earn up to $200/annually!
	LifeBalance – Discounts at thousands of businesses nationwide, including health clubs, fitness studios, online retailers, movie theaters, hotels, and more!
Other	**Car Allowance** – Board Appointed Officers (BAO) are eligible for a monthly car allowance as follows: CEO & General Counsel = $600 / Clerk of the Board =$450. Mileage is paid for out-of-county Valley Water business in addition to a monthly car allowance.
	Electronic Devices – Valley Water-owned communication devices are provided, including cell phones, pagers, two-way radios, tablets, and computers. A monthly stipend for smartphones is provided.
	Tuition Assistance Program – Unclassified employees with six (6) or more months of continuous service, up to 100% reimbursement of tuition costs upon satisfactory completion of an approved course to a maximum of $4,000 per fiscal year.
This is a summary of benefits only. Official plan documents/agreements govern how a benefit is determined or administered.	

Santa Clara Valley Water District

File No.: 26-0482

Agenda Date: 6/9/2026
Item No.: *5.3.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
Consider the May 19, 2026, Board Policy and Monitoring Committee Recommendation to Approve the Technology Disruption Policy for Board Meetings.

RECOMMENDATION:
Consider the May 19, 2026, Board Policy and Monitoring Committee Recommendation to Approve a new policy GP-12.4, Technology Disruption Policy for Board Meetings.

SUMMARY:
At the May 19, 2026 Board Policy and Monitoring Committee, the committee reviewed draft GP-12.4, Technology Disruption Policy, and recommended the policy for board approval.

Senate Bill 707 (2025) amended the Brown Act to require "eligible legislative bodies" (as defined in the Bill) to adopt, on or before July 1, 2026, a policy addressing how they will respond to disruptions (any failure or outage) in telephonic or internet service that prevent members of the public from attending or observing a board meeting remotely. Santa Clara Valley Water District (Valley Water) qualifies as an "eligible legislative body" pursuant to this Bill. This draft policy is proposed to comply with that requirement and to ensure continuity of public participation during technical disruptions.

This policy establishes procedures for responding to a disruption in the telephonic or internet services that provide two-way remote public access to meetings of the Valley Water Board of Directors as required by the Brown Act (Gov. Code § 54953.4). The policy ensures transparency, public participation, and continuity of government during technology disruptions.

This policy applies to all open and public meetings of the Valley Water Board of Directors at which remote public participation is offered or required under the Brown Act.

ENVIRONMENTAL JUSTICE IMPACT:
The Technology Disruption Policy is not subject to environmental justice analysis.

FINANCIAL IMPACT:
There is no financial impact associated with this item.

CEQA:
The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
Attachment 1: Draft GP-12.4

UNCLASSIFIED MANAGER:
Candice Kwok-Smith, 408-630-3193

12.4 Technology Disruption

12.4.1 Response to Service Disruption. If a disruption to a meeting's remote access service prevents members of the public from attending or observing the meeting remotely, the following shall occur:

1. The Chair or Clerk of the Board shall immediately announce the disruption to the public.
2. The Chair may then call for a recess of the Open Session or convene in Closed Session, consistent with the Brown Act.
3. The meeting shall remain in recess for at least one hour or until service is restored, whichever is sooner. The recess period may be extended if restoration efforts are ongoing.

12.4.2 Efforts to Restore Service. Valley Water will make good faith efforts to restore remote access services, which may include troubleshooting teleconferencing software, resetting audiovisual equipment, attempting alternative connection methods, contacting necessary support staff or service providers, and switching to back-up equipment, if available. The Clerk of the Board shall document restoration efforts undertaken.

12.4.3 Reconvening the Open Session. The open session may be reconvened after at least one hour has elapsed from the time of disruption or as soon as service is restored, whichever occurs earlier. If the remote access service is restored before or at the time the meeting reconvenes, the meeting shall continue as normal.

12.4.3.1 If service has not been restored, Valley Water may convene and (1) adjourn the meeting, (2) continue the meeting in open session by adopting, by roll call vote, the following finding:

"Valley Water has made good faith efforts to restore telephonic or internet service in accordance with its Technology Disruption Policy, GP-12.4, and the public interest in continuing the meeting outweighs the public interest in remote public access."

12.4.3.2 Upon adoption of the finding, Valley Water may continue in open session even though remote access services have not been restored.

12.4.6 Recordkeeping. The Clerk of the Board shall enter a brief statement into the meeting minutes which will include the nature and time of the disruption, the restoration efforts undertaken, the time the meeting was reconvened (if applicable), and any finding adopted related to 12.4.4.

12.4.7 Review and Updates. This policy may be amended by the Board at a noticed public meeting in open session, not on the Consent Calendar.

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File No.: 26-0436

Agenda Date: 6/9/2026
Item No.: 6.1.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
Receive Report of Bids, Ratify Addenda, Approve the Contingency Fund, and Award the Construction Contract to Con-Quest Contractors Inc. for the Penitencia Delivery and Force Main Inspection and Rehabilitation Project, Project No.95084005, Contract No. C0727 in the Sum of $6,591,000 (San Jose, District 3).

RECOMMENDATION:
A. Ratify Addenda No(s). 1 and 2 to the Contract Documents for Penitencia Delivery and Force Main Inspection and Rehabilitation Project;
B. Award the Construction Contract to Con-Quest Contractors Inc, located in Burlingame, CA, in the sum of $6,591,000; and
C. Approve a contingency sum of $988,650 and authorize the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

SUMMARY:
The objective of the Penitencia Delivery and Force Main Inspection and Rehabilitation Project (Project) is to increase the reliability and useful life of the pipelines.

The Project scope includes completely draining and removing all water from the Penitencia Delivery Main and Penitencia Force Main, performing repairs on pipeline appurtenances, replacing line valves, providing support for an internal pipeline inspection, updating electrical and controls systems, and performing internal pipeline repair work as identified during the inspections.

Project Background

The Penitencia Delivery and Force Main Inspection and Rehabilitation Project is included in the Santa Clara Valley Water District's (Valley Water) Pipeline Maintenance Program (PMP) and is identified as a capital effort in the PMP. The PMP defines the activities associated with maintenance and repair of water supply conveyance systems including pipelines, appurtenances, electrical systems, control systems, and structures, throughout Valley Water's jurisdiction.

The Penitencia Delivery and Force Main pipelines were originally constructed in 1964 and consist of

approximately 3,500 linear feet of prestressed concrete cylinder pipe (PCCP), Ductile Iron Pipe (DIP), and welded steel pipe (WSP). The pipeline diameters vary from 42-inches at the connection to the Penitencia Water Treatment Plant (PWTP) to 66-inches at the Overflow Bypass Structure. The pipelines are located in the easterly portion of San Jose, and are part of the North County System. The Penitencia Delivery Main and Penitencia Force Main pipelines start at PWTP and end at the Milpitas Pipeline, the East Pipeline, and the Central Pipeline connections at the intersection of Piedmont Road and Maxey Drive in San Jose. The construction of the Project is expected to be completed in April 2028.

Addenda Ratification

Two (2) addenda were issued during the bid advertisement period to clarify the Project Contract Documents and answer bidders' questions. To formally incorporate the Addenda into the Project Contract Documents, staff recommends that the Board ratify the Addenda.

To protect sensitive information related to the project, all parties interested in accessing the Plans and Specifications, and addenda were registered as a vendor at the Valley Water Vendor Portal and submitted a completed Non-Disclosure Agreement (NDA) to access the Contract Documents.

The Project's Plans and Specifications were provided by separate communication to the Board for their review prior to taking the recommended action to adopt the Plans and Specifications for bid advertisement. The Addenda were also provided by separate communications to the Valley Water's Board of Directors for their review prior to taking the recommended action to ratify.

Contract Award

A report of bids received at the bid opening for the Project on May 6, 2026, is summarized in Table 1, including the Engineer's estimate for Project budgeting purposes (refer to the Financial Impact section).

The lowest responsible bid was submitted by Con-Quest Contractors Inc. The bid submitted by Con-Quest Contractors Inc is 1.2% above the Engineer's estimate of $6,510,000.

The bid submitted by Con-Quest Contractors, Inc. was substantially lower than the other bid received. This can be attributed to Con-Quest Contractors, Inc.'s experience on prior Valley Water pipeline inspection and rehabilitation projects and established relationships with manufacturers for pipeline construction materials. Furthermore, Conquest Contractors, Inc. is currently contracted with Valley Water to work on the West Pipeline Inspection and Rehabilitation Phase 1 Project (WPL I&R Phase 1 Project), which is in Santa Clara County and in proximity to the Project. This allows Con-Quest Contractors, Inc. to efficiently transition resources from the WPL I&R Phase 1 Project to this project and contribute to additional cost savings.

Staff reviewed the bid proposals and recommends the Board award the Construction Contract to Con -Quest Contractors, Inc as the responsible bidder, submitting the lowest responsive bid.

Table 1:

Contractor, Location	Bid Price	Award Amount
Con-Quest Contractors Inc., Burlingame, CA	$6,591,000	$6,591,000
Ranger Pipelines Incorporated, San Francisco, CA	$9,930,050	
Engineer's Estimate: $6,510,000		

Contingency Funds

The Contract award sum for the Project is $6,591,000. To allow staff to quickly address unforeseen or changed site conditions and other unanticipated occurrences, without causing unnecessary delays or consequential costs to the Project, staff recommends the Board approve encumbering a contingency amount of $988,650 which amounts to 15% of the contract amount for the subject Project.

The above contingency amount was estimated due to the known and unknown risks such as:

1. Unforeseen internal conditions and field conditions that may be different from the baseline and as-built information used in preparation of the Project Contract Documents;
2. Unanticipated variances in quantities and cost of various lump sum items estimated in the Bid Proposal;
3. Coordination issues and risks associated with weather conditions; and
4. Coordination issues with operations and maintenance activities.

The shutdown-required work requires extensive coordination with a Valley Water third-party contractor to complete internal pipeline inspections and identify repairs. The full scope of the internal pipeline repairs that will be performed by the Project contractor is not known until a comprehensive internal inspection of the pipelines is completed and the results of the inspections have been analyzed.

Approval of individual change orders for the Project will be subject to approval at the following designated amount:

Engineering Unit Manager:	$100,000
Deputy Operating Officer:	$300,000
Chief Operating Officer:	$400,000
Assistant CEO:	$500,000
CEO:	Up to the Total Amount of the Contingency

Relevant Prior Board Actions

On April 8, 2025, the Board adopted Resolution 2025-22 Setting the Time and Date of a Public Hearing on the Final Program Environmental Impact Report and Engineer's Report for the Pipeline Maintenance Program (PMP).

On April 22, 2025, the Board held a public hearing and adopted Resolution 2025-25 and Resolution 2025-26 certifying the final Program EIR for the PMP and Adopting CEQA findings of fact, statement of overriding considerations, and mitigation monitoring and reporting program and approving the Engineer's Report for the PMP.

On March 24, 2026, the Board found the Project substantially complex, requiring a construction contract retention of ten percent (10%); designated certain components to use specific brand or trade -name products; adopted the Plans and Specifications; authorized the advertisement for bids; and authorized the Designated Engineer to issue addenda during the bidding process.

Outreach to Bidders

The Notice to Bidders was made available to Valley Water's registered PlanetBids vendors with the appropriate classifications to perform the Work. Chambers of Commerce, plan rooms (Builder Exchanges), and Valley Water's website were also used to solicit interest in the Project. Broader advertising efforts also included three placements of the Invitation to Bid in the San Jose Post-Record.

Small Business Program

This project was advertised incorporating the Small Business Enterprise (SBE) Outreach Program that establishes a small business subcontracting participation goal of at least 30 percent for non-SBE Bidders. The Contractor met the goals of the program by demonstrating compliance through the Good Faith Effort process.

Right of Way

All work will be done within Valley Water's existing easements and within public right-of-way.

Permits

Staff received the Project's Lake Stream Alteration Agreement (LSAA) from the California Department of Fish and Wildlife in May 2026.

Staff received a conditional encroachment permit from the City of San Jose. The final approved encroachment permit from the City of San Jose will be obtained by the Contractor after the construction contract is awarded and issued prior to construction commencement.

Public Outreach

During construction, appropriate measures will be taken to minimize impacts associated with the Project, such as traffic, noise, and dust. Residents and businesses in the Project area will be informed of potential temporary construction impacts through multiple outreach strategies including social media, informational mailers and signs, and coordination with the City of San Jose. The construction Contract Documents include requirements and mitigations to minimize impacts to the public during construction.

Next Steps

If the Board approves the recommendations, staff will proceed with administering Project construction, which is anticipated to begin in June 2026 and completed by March 2028.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with the Project. This action is unlikely to or will not result in disproportionate impacts on any specific community(ies) relative to the general population from the implementation of this project/program. However, the Project will enhance the reliability and operational flexibility of the pipelines and address existing system vulnerabilities. Upgrades to the Penitencia Delivery Main and Penitencia Force Main will allow Valley Water to better service communities during times of emergency and future maintenance projects.

FINANCIAL IMPACT:
The Project is being funded through Project No. 95084005. Also contributing to the Project are 10-YR Pipeline Inspection and Rehabilitation, Project No. 95084002 and Pipeline Maintenance Program, Project No. 95084003. All contributing project numbers are included in the Capital Improvement Program (CIP) Fiscal Year (FY) 2026-30 Five-Year Plan and in the FY2026-27 Adopted Budget. Based on estimated construction contract costs, there are adequate funds in the Project's FY2026 Adopted Budget to encumber the planned expenditures for construction to be incurred during this fiscal year. The total cost for the recommended construction contract, including change order contingency of $988,650 is $7,579,650.

The Project is funded by the Water Utility Enterprise Fund (Fund 61) with 100% of the project costs allocated to Zone W2 (North County).

CEQA:
On April 22, 2025, the Board certified the Environmental Impact Report for the Environmental Impact Report for the Pipeline Maintenance Program (PMP EIR) (access via <https://fta.valleywater.org/fl/THxBMxRmhWXk>). The PMP provides for the routine inspection, rehabilitation, and maintenance of Valley Water's raw and treated water pipelines and evaluates the environmental impacts of the PMP activities. All proposed activities for the Project are adequately analyzed in the PMP EIR. During Project construction, Valley Water and its contractor will comply with all applicable BMPs and mitigation measures from the PMP EIR and permit conditions.

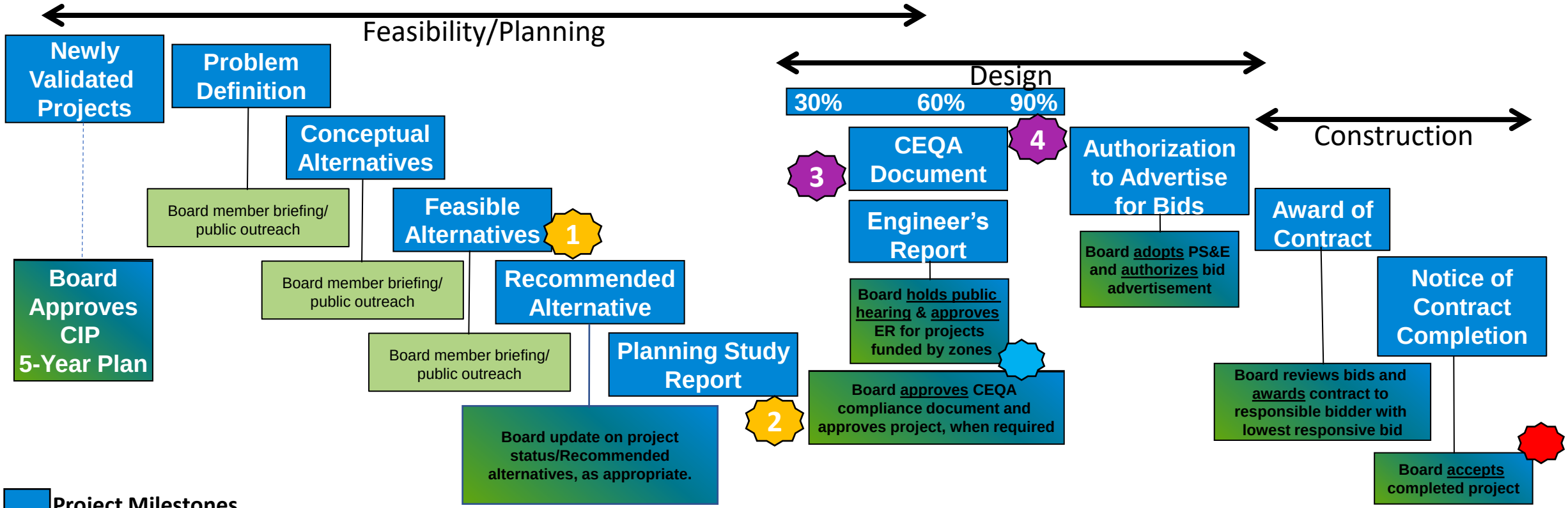
ATTACHMENTS:
Attachment 1: Project Delivery Process Chart
Attachment 2: Project Overview Map

UNCLASSIFIED MANAGER:
Emmanuel Aryee, 408-630-3074

CIP Processes Overview

BOARD ACTION & ENGAGEMENT: CAPITAL PROJECT DELIVERY PROCESS*

* This is an example of the Project Delivery Process that may be followed and may not apply to all capital projects.

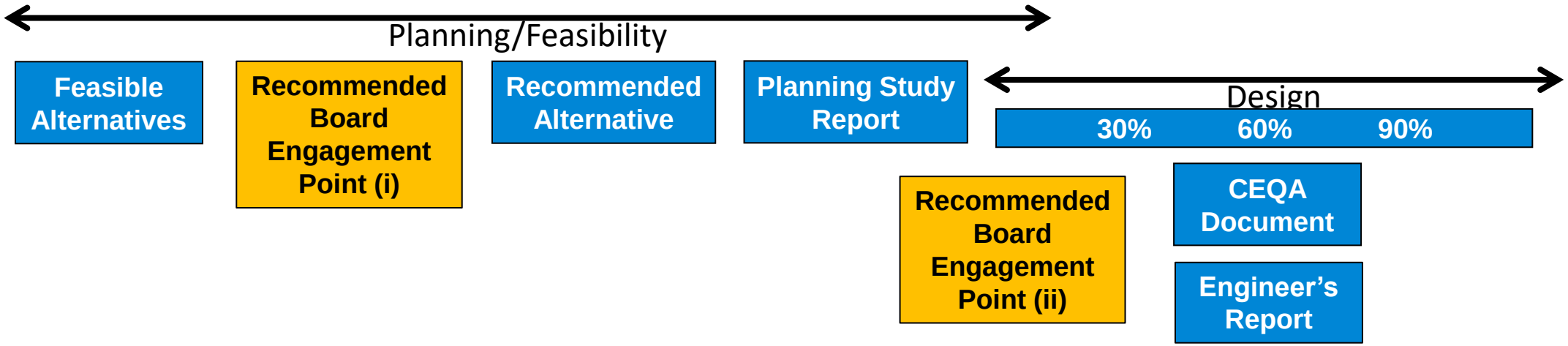


Capital Improvement Program (CIP)

Project Delivery Process*

Board Engagement/Actions

Additional Recommended Points for Board Engagement



For capital projects with unusually complex fiscal, jurisdictional, environmental, or community considerations:

i. During the Planning/Feasibility Phase, after identifying the Feasible Alternatives but before selecting the Recommended Alternative, present the Feasible Alternatives and staff's initially proposed Recommended Alternative to the Capital Improvement Program (CIP) Committee. If recommended by the CIP Committee, present them to the Board for feedback to inform the selection of the Recommended Alternative; and

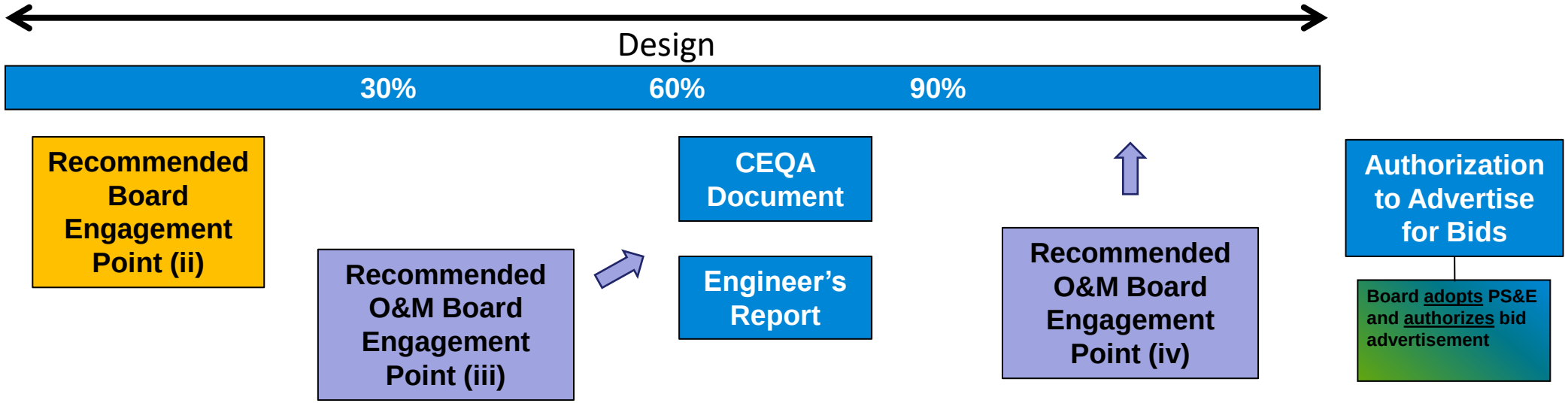
ii. For the projects for which the Board provided feedback regarding the Recommended Alternative, should changes to the project occur during the Planning and initial Design Phases that result in a significant deviation from the Recommended Alternative, staff will return to both the CIP Committee and the Board to provide information and receive feedback, as necessary, prior to the public review of the California Environmental Quality Act (CEQA) document.

Valley Water

* For discussion purposes only. This is an example of the Project Delivery Process that may be followed and may not apply to all capital projects.

Project Delivery Process*

Additional Recommended Points for O&M Engagement



For all capital projects:

iii. As part of the Board memo on either the Engineer's Report or CEQA document, include an O&M cost and impact assessment

iv. If significant changes occur after the Engineer's Report or CEQA document is approved by the Board, present an updated O&M cost and impact assessment to the Capital Improvement Program (CIP) Committee

* This is an example of the Project Delivery Process that may be followed and may not apply to all capital projects.

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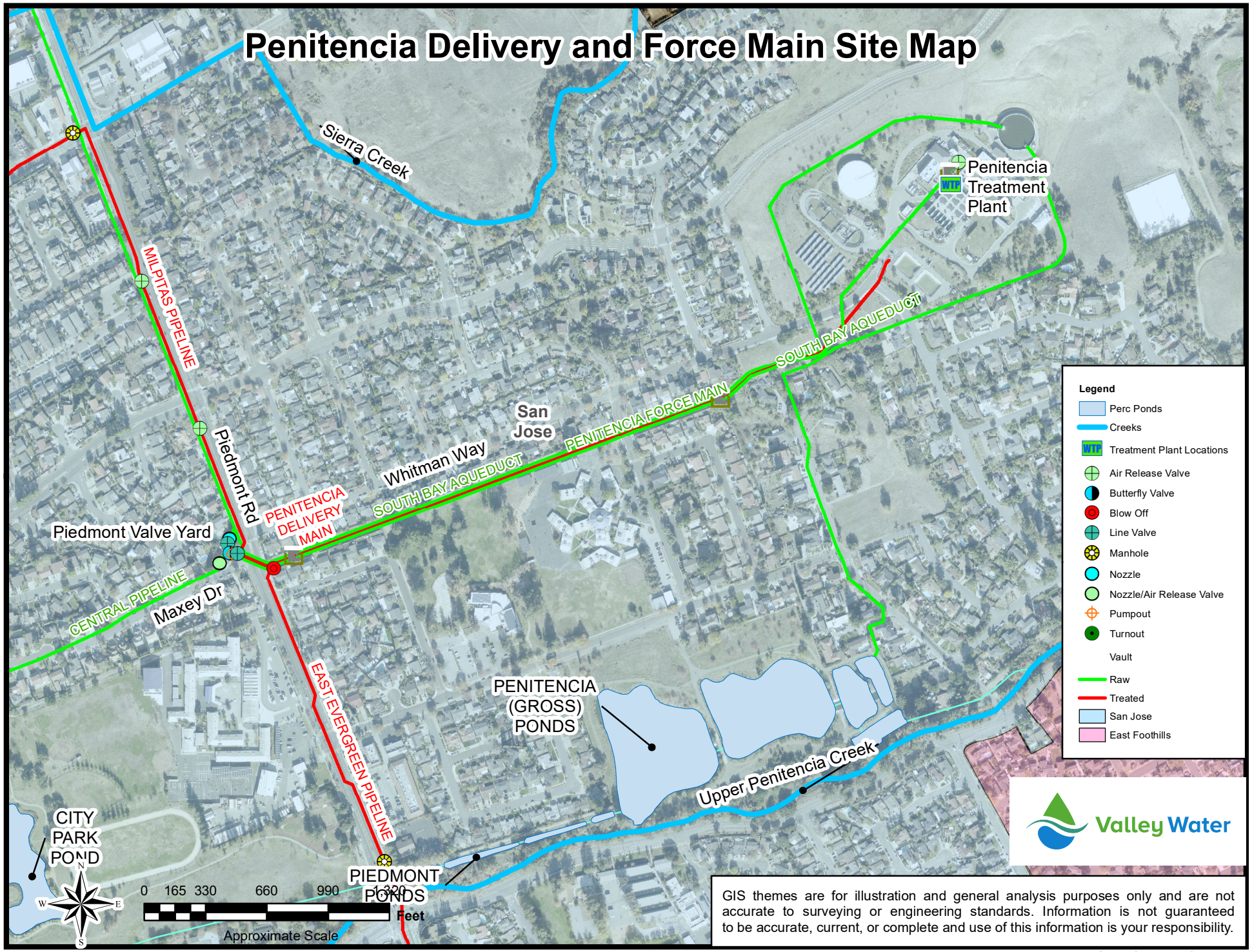
Penitencia Delivery and Force Main Site Map
Sierra Creek
Penitencia Treatment Plant
WTP
MILPITAS PIPELINE
Piedmont Rd
SOUTH BAY AQUEDUCT
PENITENCIA FORCE MAIN
San Jose
Whitman Way
PENITENCIA DELIVERY MAIN
Piedmont Valve Yard
CENTRAL PIPELINE
Maxey Dr
EAST EVERGREEN PIPELINE
PENITENCIA (GROSS) PONDS
Upper Penitencia Creek
CITY PARK POND
PIEDMONT PONDS
0 165 330 660 990 1,320
Feet
Approximate Scale
Legend
Perc Ponds
Creeks
Treatment Plant Locations
Air Release Valve
Butterfly Valve
Blow Off
Line Valve
Manhole
Nozzle
Nozzle/Air Release Valve
Pumpout
Turnout
Vault
Raw
Treated
San Jose
East Foothills
Valley Water
GIS themes are for illustration and general analysis purposes only and are not accurate to surveying or engineering standards. Information is not guaranteed to be accurate, current, or complete and use of this information is your responsibility.

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Santa Clara Valley Water District

File No.: 26-0453

Agenda Date: 6/9/2026
Item No.: *6.2.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☒ No ☐
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
Approve the Agreement A5779A with AECOM Technical Services, Inc., for Design Consultant Services for the Pure Water Silicon Valley Demonstration Facility Project, Project No. 91294001, PB File No. VW0473, for a Total Not-To-Exceed Fee of $4,499,917.

RECOMMENDATION:
Approve the Agreement A5779A with AECOM Technical Services, Inc., for Design Consultant Services for the Pure Water Silicon Valley Demonstration Facility Project, Project No. 91294001, PB File No. VW0473, for a total not-to-exceed fee of $4,499,917.

SUMMARY:
The Pure Water Silicon Valley (PWSV) Demonstration Facility Project (Project) consists of a direct potable reuse (DPR) pilot treatment facility (Pilot Facility) and a Learning Center facility.

The purpose of the Pilot Facility is to conduct validation testing and monitoring to support the Division of Drinking Water (DDW) regulatory permitting for a future DPR full scale facility, perform optimization studies and operator training. The purpose of the Learning Center is to enhance public outreach and education on water reuse and water supply, demonstrate DPR treatment technology, and offer DPR water for tasting.

Staff recommends that the Board approve the Agreement for Design Consultant Services for Pure Water Silicon Valley Demonstration Facility Project (Agreement). Under the Agreement, the Consultant will prepare separate sets of design documents for both the Pilot Facility and the Learning Center. The signed agreement will be included as a handout or supplemental memo and may change. Staff will identify for the Board any material changes between the version attached to this Board Agenda Memorandum and the final version.

Project Background

As part of the Water Supply Master Plan 2050 development, Santa Clara Valley Water District's (Valley Water) Board of Directors adopted a potable reuse goal of 24,000 acre-feet per year (AFY) by

2035 and a long-term vision to maximize water reuse in the county up to 32,000 AFY by 2050.

The approval of the Direct Potable Reuse Regulations (SBDDW-23-001) by the State Water Resources Control Board with an effective date of October 2024 and recent technological advances have made it possible for Valley Water to pursue DPR as a drought-resilient, locally controlled, new source of supply to meet Valley Water Board's potable reuse goals.

The Project will construct a 200 gallon per minute (gpm) Pilot Facility needed for validation testing and monitoring to support regulatory permitting and DDW compliance of a future full-scale DPR facility and a new Learning Center facility to educate and garner support for this new water supply source. This Project will assist Valley Water in expediting a full-scale project.

Previous Board Actions

On June 10, 2025, the City of San José Council and the Valley Water Board approved the Option Agreement for the First Amendment to the Ground Lease and Property Use Agreement (Option Agreement) for the Project. The Option Agreement was executed in early 2026.

Consultant Selection Process

On August 8, 2025, a Request for Proposal (RFP) for design consulting services was published on Valley Water's procurement portal on PlanetBids. The RFP was sent to firms registered in PlanetBids under the following industry category codes: 90600, 90607, 90610, 90694, 91842, 92500, 92517, 92531, 92588, 92567, 92596, 92522, 92533, 92535, 92537, and 92597.

On August 26, 2025, a mandatory pre-proposal meeting was held simultaneously via Zoom and at the Silicon Valley Advanced Water Purification Center (SVAWPC) followed by an optional site visit. Fourteen people attended the pre-proposal conference in person, and twenty-seven people attended virtually.

Valley Water received proposals from AECOM Technical Services, Inc, and Carollo Engineers, Inc. An evaluation committee of four internal and one external subject matter experts ranked the proposals, interviewed both firms, and recommended contract negotiations with AECOM, the highest ranked firm. Negotiations have concluded successfully. Staff recommends the Board approve the agreement with AECOM for a not-to-exceed fee of $4,499,917.

Consultant Scope of Services

The recommended Agreement with AECOM Technical Services, Inc. includes design consultant services for the PWSV Demonstration Facility. A summary of the tasks and budget is presented in Table 1 as Attachment 2. The scope of services includes project management, data collection and investigation, development of basis of design documentation, preparation of detail design documentation and bid and award services for both the Pilot Facility and Learning Center.

The Supplemental Services task includes additional services, if necessary, to provide support for procurement of long-lead equipment, engineering design services for improvement of adjacent areas,

design services related to additional regulatory permitting requirements, technical support related to development of exhibits and model designs, and assistance in oversight and monitoring of the pilot facility validation testing. Prior to performing any Supplemental Services, the Consultant will be required to obtain written authorization from Valley Water's Deputy Operating Officer pursuant to an approved Task Order.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with this item.

FINANCIAL IMPACT:
The Pure Water Silicon Valley Demonstration Facility Project, Project No. 91294001, is included in the Capital Improvement Program (CIP) Fiscal Years (FY) 2026-30 Five-Year Plan. There are available funds in the Project's FY 2026-2027 Adopted Budget to encumber the initial anticipated expenditures for the Agreement before end of this fiscal year. For subsequent fiscal year services, there is available funding to encumber the anticipated Consultant effort through FY 2029. The not-to-exceed (NTE) fee for the Agreement will not change the overall Total Project Cost reflected in the CIP. The funding source for the Project is the Water Utility Enterprise Fund (Fund 61).

The Pure Water Silicon Valley Demonstration Facility Project is also expected to receive FY 2026 Community Project Funding from the United States Environmental Protection Agency in the amount of $1,092,000.

CEQA:
The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment. All components of the Project will be evaluated to meet the requirements set forth in the California Environmental Quality Act (CEQA) Guidelines before Project approval by the Board.

ATTACHMENTS:
Attachment A: Gov. Code § 84308
Attachment 1: Agreement
Attachment 2: Table 1
*Handout 6.2-A: Final Agreement

UNCLASSIFIED MANAGER:
Kirsten Struve, 408-630-3138

Attachment A: Gov. Code § 84308

Approve Agreement A5779A with AECOM Technical Services, Inc., for Design Consultant Services for the Pure Water Silicon Valley Demonstration Facility Project, Project No. 91294001, PB File No. VW0473, for a Total of Not-To-Exceed Fee of $4,499,917

List of Parties and Their Agents/Representatives Known to Staff:

Organization Name	**Name**	**Role**	**Location**
AECOM Technical Services, Inc.	Vijay Sundaram	Project Manager	2020 L St, Sacramento, CA 95811

List of Participants and Their Agents/Representatives Known to Staff:

Organization Name	**Name**	**Role**	**Location**
Kennedy Jenks	Todd Reynolds	I&C Design, Process Mechanical Design	275 Battery St, Suite 550 San Francisco, CA 94111
Cotton, Shires & Associates, Inc.	David Schrier	Geotechnical Investigations	646 University Ave Los Gatos, CA 95032
Exaro Technologies Corporation	Arthur Servin	Underground Utility Investigations	1831 Bayshore Highway Burlingame, CA 94010
HydroScience Engineers, Inc	Curtis Lam	Civil and Electrical Design	741 Allston Way Berkeley, CA 94710
M Lee Corporation	Emily Liu	Cost Estimating	601 Montgomery St, Suite 2040, San Francisco, CA 94111
Merrill Morris Partners	John Pottis	Landscape Architecture Design	155 Filbert St Suite 206 Oakland CA 94607
Soha Structural Engineers	Larry Chambers	Structural Design	594 Howard St., Suite 400 San Franciso, CA 94105
Weston & Associates	David Weston	HVAC and Plumbing Design	601 University Ave, Suite 260 Sacramento, CA 95825

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This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District), and AECOM TECHNICAL SERVICES, INC, a Delaware Corporation (Consultant), individually the Party or collectively the Parties.

WHEREAS, Valley Water desires certain services hereinafter described and Consultant affirms it has the requisite experience and expertise, and desires to provide such services.

NOW, THEREFORE, Valley Water and Consultant, for the consideration and upon the Terms and Conditions specified, agree as follows:

SECTION ONE

SCOPE OF SERVICES

The Scope of Services (Services) to be performed pursuant to this Agreement is described in the Schedule(s), Scope of Services, attached hereto and incorporated herein by this reference (Schedule(s)). Services described in each Schedule are considered a Scope of Services that is separate and apart from the Scope of Services described in another Schedule.

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

A. Each Scope of Service described in an attached Schedule(s) must be performed by Consultant, or at its direction, to meet the purposes specified in this Agreement. References to "Consultant" herein include those performing any portion of the Services at its direction such as Subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals. Consultant will collaborate with Valley Water staff in engineering, asset management, operations, and maintenance units to be made aware of Valley Water operational constraints, procedures, or preferences relevant to Consultant's performance of the Services described in the attached Schedule(s).

B. Unless the requirements for the Services described in the attached Schedule(s) are specifically modified in writing, Consultant must perform Services and provide all deliverables as required.

C. Consultant shall not undertake any Services not described in the attached Schedule(s) unless authorized in writing by Valley Water prior to the performance of such Services by issuance of a Task Order or pursuant to an amendment to this Agreement signed by both Parties.

2. Consultant Controlled Areas

Consultant is responsible for the security and safety of the area(s) it controls wherein it is required to perform field operations pursuant to the Scope of Services.

3. Licensing

Services performed by Consultant will be undertaken only by persons appropriately licensed, certified, or registered in California, as applicable to the Services described herein, when required by statutes or regulations, as well as pursuant to the relevant standard of care as described in Section Two, Duties of Consultant, subsection 11. Standard of Care. Examples of such Services include those performed by: California State Licensed Contractors, Professional Engineers and Architects, Inspectors, and Surveyors. Consultant shall make available upon Valley Water's request documentation of qualifications and licensing of personnel performing Services described herein. Consultant must be registered with the California Department of Labor Standards Enforcement if the Services or a portion thereof is determined to be "Public Works" pursuant to California Labor Code §1720(a)(1).

4. Valley Water's Approval of Deliverables

Deliverables prepared by Consultant, notwithstanding acceptance and approval by Valley Water, which Valley Water determines must subsequently be modified due to errors or omissions, will be corrected at no additional cost to Valley Water.

5. Errors and Omissions

The Services may include preparation of deliverables by Consultant to be implemented in a public works construction project. Consultant is responsible for any direct or actual damages incurred by Valley Water which Valley Water determines result from Consultant's errors or omissions in Consultant's deliverables, including, but not limited to, any increase in Valley Water's payment(s) due to its construction contractor, which increase is directly attributable to required revisions to the construction Contract Documents to the extent caused by Consultant's negligent acts, errors, or omissions.

6. Valley Water Standardization Requirements

A. Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.

B. Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the

standards are retained during the conversion process used by Consultant.

7. Consultant's Key Staff and Subconsultants

A. Consultant's Key Staff and firms subcontracted by Consultant (Subconsultants) assigned to perform the Services are identified in the Schedule(s), Scope of Services, Attachment Three, Consultant's Key Staff and Subconsultants.

B. The Project team organization chart and delegated responsibilities of each team member will be submitted to Valley Water for concurrence.

C. Consultant may utilize Subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.

1) Consultant must obtain Valley Water's approval of all Subconsultants. Upon Valley Water's request, Consultant must provide copies of all Subconsultant agreements.

2) Consultant must require its delegates or Subconsultants to agree, in writing, to adhere to Terms and Conditions of this Agreement.

D. Any delegation or use of Subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.

E. If any of Consultant's designated key staff persons or Subconsultants fail to perform to the satisfaction of Valley Water, on written notice from Valley Water, Consultant will have 15 calendar days to remove that person from the Project and provide a replacement acceptable to Valley Water.

F. Consultant will not charge Valley Water for the time it takes Consultant's replacement personnel to obtain Valley Water-specific Project knowledge in the possession of the person(s) being replaced.

G. Consultant's Key Staff: Valley Water's authorized representative may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.

H. Consultant's Subconsultants

1) Valley Water's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the Scope of Services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.

2) Valley Water's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same Scope) or a new Subconsultant is added (to perform new Scope), provided the firm complies with all insurance requirements established by Valley Water for such work; such approval will be confirmed in writing.

8. Compliance with All Laws

A. Consultant's performance must be in compliance with the most current versions of any and all laws relevant to the Services it performs pursuant to this Agreement, including, but not limited to adherence to: all applicable governmental laws, statutes, ordinances, rules, codes, regulations, orders, and other requirements; governmental requirements applicable to state and federal compliance with the Professional Land Surveyors Act; state and federal Endangered Species Act; state and federal water quality laws; and all other state and federal laws or regulations regarding environmental protection and compliance, health, safety, wages, hours, equal employment opportunity, nondiscrimination, working conditions, and transportation. In the event that Valley Water's assistance is necessary to achieve such compliance, Consultant shall promptly notify Valley Water.

B. Consultant shall provide, at Valley Water's request, documentation demonstrating Consultant's compliance with all laws as described herein. After reasonable notice and according to reasonable conditions, Valley Water has the right to inspect and copy any records of Consultant regarding such compliance.

C. Consultant represents and warrants that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal government department or agency.

9. Occupational Safety and Health

A. Consultant will perform the Services in compliance with the most current versions of all laws, standards, rules, and regulations of the Occupational Safety and Health Act, and all state and federal laws and regulations relating to safety and health standards. Consultant shall perform the Services in compliance with, will furnish only supplies, articles, and equipment that comply with such laws, standards, and regulations.

B. Consultant shall immediately notify Valley Water in the event of any personal injury accident or occurrence occurring during the performance of the Services. Upon Valley Water's request, Consultant shall provide Valley Water with documentation fully describing the accident and injury and the actions implemented to prevent similar occurrences.

10. Consultant as Independent Contractor

Consultant will perform all Services as an independent contractor and not an agent or employee of Valley Water. Consultant represents and warrants that it and its contractors who are performing any of the Services as Subconsultants will perform such Services as an independent contractor, and neither Consultant nor Subconsultants nor their employees are the servants, agents or employees of Valley Water. Except as expressly provided in this Agreement, Valley Water exercises no direction, supervision or control over Consultant, its employees, agents, or Subconsultants.

11. Standard of Care

A. Consultant must possess and maintain during the term of this Agreement all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all Services and prepare all deliverables in

accordance with those standards and practices of care, skill, and diligence that are generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such Services are rendered.

B. Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two, Duties of Consultant, subsection 8. Compliance with All Laws.

C. Consultant and its Subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements as per the provisions of Section Two, Duties of Consultant, subsection 8. Compliance with All Laws.

SECTION THREE

DUTIES OF VALLEY WATER

1. Available Data

Valley Water will make available to Consultant all data and information in its possession and control and which it deems necessary to the preparation of the deliverables specified in the Schedule(s). Valley Water will actively aid and assist Consultant in obtaining such information from other agencies and individuals as it deems necessary. Valley Water is not responsible for providing data and information that it does not possess.

2. Review of Deliverables

A. Valley Water will designate a Project Manager (Valley Water Project Manager) for purposes of administering and managing this Agreement.

B. Consultant's progress in completing the Services will be reviewed by Valley Water Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of Valley Water.

C. Consultant must notify Valley Water in writing when it completes each deliverable described in the Schedule(s) and provide Valley Water with said deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by Valley Water. Within 30 calendar days of receipt of each deliverable, Valley Water will either (1) notify Consultant that Valley Water accepts the deliverable, or (2) notify the Consultant that the deliverable is not acceptable and must be revised.

D. If Valley Water advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to Valley Water, those deficiencies as soon as possible and shall notify Valley Water upon completion of the revised deliverable and submit to Valley Water.

E. Valley Water will then review the revised deliverable and within 30 calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to Valley Water and this process will continue until Consultant has corrected all deficiencies identified by Valley Water.

F. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve the Consultant of professional or legal responsibility for the performance of the Services as otherwise required by the Terms and Conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions, as determined by Valley Water, will not result in additional costs or expenses to Valley Water.

3. Access to Valley Water Facilities

Valley Water will facilitate access to Valley Water facilities as required for the Consultant to perform the Services.

SECTION FOUR

FEES AND PAYMENTS

1. Total Fixed Not-to-Exceed Fees

A. Payment for all Services performed by Consultant to the satisfaction of Valley Water, as described in the Schedule(s) will be based on the hourly rates, subject to the Total Fixed Not-to-Exceed (NTE) Fees stated in the Schedule, Attachment One, Fees and Payments, for completion of the associated tasks. Valley Water will make payments to Consultant according to the terms provided for herein and in the Schedule, Attachment One, Fees and Payments. Payments made by Valley Water to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, and reimbursable expenses, incurred by the Consultant to perform the Services.

B. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, remaining funds previously budgeted for tasks that are completed, reduced, or deleted, may be reallocated to tasks that have not yet been completed, provided the Agreement Total Not-to-Exceed Fee is not exceeded. Transferring funds from a task not yet completed to a different task is not permitted.

C. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, the Scope of Services described in a task may be reduced, revised, or deleted. If the Scope of Services of a task is reduced or deleted, the portion of the funds attributed to that reduced or eliminated task may be reallocated to existing tasks, or transferred to a Supplemental Services task, if provided for herein.

D. Any reduction or deletion of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to Valley Water.

E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.

F. Automobile travel mileage expenses will be paid at the current Internal Revenue Services (IRS) rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm addresses, whichever is

closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto, and include the following:

1) Employee classification and name itemized with all labor charges by Service task;

2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;

3) A description of the site where Services were performed, if applicable;

4) The name of Valley Water staff requesting Services;

5) The dates when Services were performed;

6) Other direct charges and expenses by Service task;

7) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in the Schedule(s), Attachment One, Fees and Payments, and/or Task Orders; and

8) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both the Consultant and its Subconsultants.

B. Before submitting monthly invoices, a draft invoice (in Adobe PDF format) will be provided in electronic format by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, Consultant will email the complete, signed, and dated electronic copy invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent final approval of the electronic copy invoice, but is intended to reduce potential for re-submittals of electronic copy invoice by Consultant.

C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Schedule, Attachment Two, Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with the Schedule, Attachment One, Fees and Payments. The progress report shall document Services completed, the execution of the tasks described in this Services, and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services.

1) The monthly progress report shall include:

a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;

b. A look-ahead schedule listing deliverables and activities planned for the next two months;

c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;

d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;

e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;

f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;

g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;

h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and

i. Any changes in Consultant's key staff or Subconsultants.

D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.

E. Consultant shall submit all invoices through Projectmates or other document control system designated by Valley Water. All inquiries regarding Projectmates must be directed to Valley Water's Capital Project Management and Project Controls Program (CPMPC@valleywater.org).

F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice and corresponding attachments contain the following information:

1) Agreement number;

2) Consultant Invoice number in the following format: Agreement Number followed by a three-digit consecutive numbering sequence and separated by a period. For example, A1234A.001, A1234A.002, etc.

3) Full legal name of Consultant/Firm;

4) Payment remit-to address;

5) Invoice date (the date invoice is emailed);

6) Detailed description of Services provided, including the "distribution account(s)" for those Services;

7) Number of hours spent by each person performing services and a brief description of the services performed by each person; and

8) Beginning and end date for billing period that services were provided.

G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in the Schedule, Attachment One, Fees and Payments, which applies to the specific Scope of Services.

H. Valley Water Project Manager will review Consultant's written invoice within five Valley Water business days of receipt, address any questions with Consultant's Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.

I. Invoice Disputes

1) Valley Water may in good faith assert a bona fide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant pursuant to this Agreement is subject to a bona fide dispute between the Parties, within 30 calendar days of Consultant's submission of an invoice in which a disputed amount is included, Valley Water will notify Consultant in writing of the specific items in dispute, and will describe Valley Water's reason(s) for disputing each such item.

2) Consultant and Valley Water Project Manager must act in good faith to resolve the dispute in a timely manner. If the dispute is not resolved by Consultant and Valley Water Project Manager within 30 calendar days of Consultant receiving Valley Water's written notice of dispute, Consultant and Valley Water will attempt to resolve the dispute pursuant to the Standard Consultant Agreement, Appendix Two, Dispute Resolution.

J. Consultant's services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.

K. Consultant shall ensure that its personnel performing Services pursuant to this Agreement document their time doing so.

3. Prevailing Wages

A. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code §1771, et. seq. and the applicable implementing regulations. If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

B. Labor Code §1720 provides as follows:

"(a) As used in this chapter, "public works" means all of the following:

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems."

C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.

D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.

F. All records or documents required to be kept verifying statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, in electronic or hard copy format, at Valley Water's discretion, and hard copies made available at any time during regular business hours, upon written request by Valley Water.

G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

Prior to Valley Water executing a Task Order for Services involving public works, as defined herein, Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by Valley Water, that Consultant and its Subconsultant(s) are in compliance with the California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements.

4. Retention

A. Unless otherwise specified in the Schedule(s), Attachment One, Fees and Payments, when the total compensation payable pursuant to this Agreement, ten percent of each invoice will be withheld by Valley Water and not paid to Consultant until 30 calendar days after the assigned Valley Water representative signs the final approval for all Services/deliverables as stated in the applicable Schedule, Attachment Two, Schedule of Completion, and Section Three, Duties of Valley Water, subsection 2. Review of Deliverables.

B. Provided that at any time after 50% of the work has been completed, Valley Water may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50% of the work will continue to be withheld until final Agreement close out.

C. Consultant may request, and Valley Water may consider and approve, release of retention withheld by Valley Water.

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

Consultant will commence performing the tasks described in this Agreement, in accordance with the attached Schedule(s), Scope of Services, upon receipt of the Notice to Proceed (NTP) issued by Valley Water.

2. Project Schedule Table

Consultant will perform and complete the services described in the Scope of Services in accordance with the Project Schedule table (Project Schedule) as stated in the Schedule, Attachment Two, Schedule of Completion. Consultant will coordinate services with Valley Water to provide the timeline of all tasks and subtasks, including the site visits, document review, meetings, and deliverables.

3. Monitoring of Project Schedule

The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of tasks and deliverables are subject to advance written approval by Valley Water.

4. Project Delays

Consultant will make all reasonable efforts to comply with the Project Schedule as stated in the Schedule, Attachment Two, Schedule of Completion. In the event the Project Schedule will be delayed, Consultant will notify Valley Water Project Manager as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, Valley Water may, at its discretion, grant a reasonable adjustment in the Project Schedule.

5. Changes to the Project Schedule

Valley Water Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modifications in writing.

SECTION SIX

AGREEMENT MODIFICATIONS

The Parties may agree to modify the Terms and Conditions of this Agreement by executing a written amendment hereto.

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination

This Agreement encompasses all Services that Consultant is responsible to perform within the time limits and Not-to-Exceed Fees set forth herein. Consultant will not undertake to provide Services where it reasonably appears that the Services cannot be provided and expenses cannot be incurred within said total compensation limit and the applicable Not-to-Exceed Fees of any Task Order.

2. Valley Water Rights

A. Suspension: Valley Water may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. Valley Water may subsequently terminate this Agreement or any Task Order for convenience or determine to proceed. If a decision to proceed is not made within 90 days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice to Proceed or Task Order.

B. Termination for Convenience: Valley Water may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for Valley Water's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in Section Seven, Term and Termination, subsection 3. Consultant's Compensation upon Termination or Suspension.

C. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 30 days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from Valley Water specifying such failure or violation, Valley Water will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or

expenses beyond the specified termination date.

D. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been implemented for Valley Water's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.

E. The rights and remedies provided herein to Valley Water are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

3. Consultant's Compensation upon Termination or Suspension

In the event of termination of this Agreement or any Task Order, or suspension of Services by Valley Water, Consultant shall receive compensation based on satisfactory performance, accepted by Valley Water, as follows:

A. Direct Labor: Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination;

B. Other Direct Costs and Expenses: Consultant shall be entitled to receive compensation for all authorized other direct costs and expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination; and

C. In no event shall the total compensation paid for any item of Service exceed the payment specified in the Agreement or applicable Task Order for that item of Service.

4. Survival

The Terms and Conditions of this Agreement, that by their context and a standard of reasonableness, are intended to survive termination, suspension, completion, and expiration of this Agreement, shall survive, including but not limited to, the following Sections and subsections: Independent Contractor Status, Confidentiality, Indemnification, Insurance Requirements, and Dispute Resolution, as well as any Consultant representations and warranties.

SECTION EIGHT

INDEMNIFICATION

1. Notwithstanding any other provision of this Agreement, Consultant agrees to indemnify, defend and hold harmless Valley Water, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including, without limitation, interest, penalties and reasonable attorney's fees), fines, taxes, levies, imposts, assessment, demands, damages or judgments of any kind or nature, whether in law or equity (including, without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent

they arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct.

2. The foregoing does not limit any strict liability imposed on the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.

SECTION NINE

INSURANCE REQUIREMENTS

Insurance requirements applicable to this Agreement are set forth in the Standard Consultant Agreement, Appendix Four, Insurance Requirements. Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, all insurance coverages as detailed in the Standard Consultant Agreement, Appendix Four, Insurance Requirements, and comply with all provisions stated therein.

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. Valley Water Ownership

All deliverables and other materials prepared by Consultant, including computer programs and media developed by the Consultant, to perform the Services, during the term of this Agreement, will be and remain the property of Valley Water following payment in full to Consultant for each task or portion of a completed task, or in accordance with Section Seven, Term and Termination. In the event the work is not completed, the completed portions thereof will become the property of Valley Water. Consultant will provide Valley Water with such deliverables and material at appropriate times during this Agreement. Consultant may retain a copy for its records. Consultant does not convey, assign, or transfer the intellectual property rights it has, so as to limit its ability or right to develop, design, or provide services on other projects of or for its other clients.

2. Reuse of Instruments of Service

If Valley Water desires to reuse the completed plans, specifications, or other deliverables, in total or in part, on project sites associated with this Agreement, or any other site, or to complete any incomplete portion of construction documentation which Valley Water has already paid Consultant, Valley Water will release Consultant from any liability incurred by Valley Water from reusing said deliverables.

3. Copies of Data

Copies of data exchanged by, through, and between Valley Water and Consultant that may be relied upon are limited to printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished are only for the mutual convenience of the Parties.

4. Computer-Generated Material

Any risk of translation or reliance on information obtained or derived from computer-generated material is at the user's sole risk, and no representations are made, either express or implied, as to the long-term performance of data thus transferred.

5. Work for Hire

Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to Valley Water by Consultant according to the Terms of this Agreement, in or by any medium is deemed to be "work for hire" according to the copyright laws of the United States and the copyright belongs to Valley Water.

6. Copyright Claims

Co-venturers, subcontractors, Subconsultants, suppliers, and vendors to Consultant are likewise bound by these copyright terms. Valley Water makes no copyright claim and requires no release for copyrighted material or trademarked names used incidentally by Consultant.

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

Valley Water is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

2. Compliance with Applicable Equal Opportunity Laws

Consultant's policy must be in conformance with applicable state and federal guidelines including the Federal Equal Opportunity Clause, 41 Code of Federal Regulations, Part 60-1, §60-1.4; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

3. Investigation of Claims

Consultant must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Consultant must conduct a fair, prompt, and thorough investigation of all allegations directed to Consultant by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective action against the offender.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

This Agreement, which includes the Terms and Conditions, Appendices, the Schedule(s), Schedule(s)' Attachments, and all executed Task Orders, represents the entire understanding between the Parties hereto relating to the Services described in this Agreement and its executed Task Orders, which are incorporated herein by this reference, and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing as stated herein. To the extent that any Schedule conflicts with this Agreement, this Agreement shall control.

2. Formation of Agreement

A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of Valley Water. Valley Water Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by Valley Water.

B. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:

1) Execution of the Agreement by Consultant;

2) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required insurance coverages and documents;

3) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required Form 700 documents, if applicable;

4) Submission by the Consultant, and acceptance by Valley Water, of all required Non-Disclosure Agreements (NDA) as provided in the Schedule(s), Attachment Four, Reference Materials, if applicable;

5) Submission by the Consultant, and acceptance by Valley Water, of a Health and Safety Plan, if applicable;

6) Any other requirements that are deemed necessary by Valley Water; and

7) Execution of the Agreement by Valley Water.

3. No Assignment

A. The expertise and experience of Consultant are material considerations for Valley Water's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without prior written consent of Valley Water in the form of an amendment executed by the Parties, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of monies due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of Valley Water.

B. In no event shall an assignment of any interest in this Agreement release the Consultant from its duties and responsibilities as described in this Agreement nor shall the Consultant be released from liability created by the provision of Services as described in this Agreement until such assignment takes effect. Any attempted or purported assignment without Valley Water's written consent in the form of an amendment executed by the Parties is null and void.

4. Reasonableness

Discretionary actions or approvals to be performed by the Parties will be exercised in a reasonable manner.

5. Gifts

Consultant hereby acknowledges that Valley Water policy prohibits the acceptance by Valley Water personnel of gifts of any kind from its contractors, consultants, suppliers or vendors. Consultant shall honor this policy by not sending or bringing gifts to Valley Water.

6. Audits

Consultant agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide Valley Water and its agent(s) with any relevant information requested, in electronic and hard copy format, at Valley Water's discretion, and will permit Valley Water and its agent(s) access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees (alternatively, by phone at Valley Water's discretion) and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation or subject to audit, such as by a government agency, providing Valley Water with grant funds to pay for Consultant's services, for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three years after final payment as provided for in this Agreement.

7. Force Majeure

Neither Party will be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, utility or communication delays, or failures not caused by such Party's negligence or fault, accidents not caused by such Party's negligence or fault,

labor disputes, war, or failure of the other Party to provide data as required pursuant to this Agreement.

8. Binding Effect

This Agreement is binding on the heirs, executors, administrators, successors, and assigns of the Parties.

9. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed, and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California. The Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

10. Confidentiality

A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about Valley Water's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.

B. Consultant understands and acknowledges that Valley Water staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately.

C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its Subconsultants authorized by Valley Water to have the information.

D. Consultant will notify Valley Water immediately of any request by any third party to have access to confidential information and will not disclose the requested information without first receiving express written authorization from Valley Water.

E. Notwithstanding the aforementioned Confidentiality requirements, upon the request of Valley Water Project Manager, Consultant, and its Subconsultants shall execute Valley Water's most current Non-Disclosure Agreement in effect at that time.

F. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

11. Release of Information Prohibited

Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized Valley Water personnel. Consultant will not release any information pertinent to the Project for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from Valley Water. Any media

inquiry at any time to Consultant relating to any matter concerning Services provided or requested to be provided pursuant to this Agreement will be referred immediately to Valley Water. Consultant will not communicate with the media regarding any such matter.

12. Conflict of Interest

A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.

B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to Valley Water, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.

C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant, shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.

D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon Valley Water's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:

1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by Valley Water, an Assuming Office Statement. The Assuming Office Statement shall be filed:

   a. Within 30 calendar days of the effective date of this Agreement; or

   b. Within 30 calendar days of Consultant hiring, adding, or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement;

2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by Valley Water, an amendment to their Form 700 any time there is a need to correct or change disclosure information;

3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by Valley Water, during the annual filing season, as determined by Valley Water;

4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming

Office Statement, shall file, in a manner prescribed by Valley Water, a Leaving Office Statement with Valley Water when one of the following occurs:

a. Upon termination of this Agreement; or
b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in Valley Water's Conflict of Interest Code);

5) Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to Valley Water pursuant to the California Political Reform Act, Government Code §81000 et. seq. and §1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from Valley Water Project Manager, Consultant will have 15 calendar days to remove said employee(s), officer(s), agent(s), Subconsultant(s)' and subcontractor(s)' employee(s) from the Project and provide a replacement acceptable to Valley Water;

6) The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by Valley Water is deemed a material breach and may result in termination of the Agreement for cause.

13. Task Orders

A. Some tasks and Services may be assigned to the Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to the Consultant by Valley Water Project Manager, Consultant will prepare a proposed Task Order (see Standard Consultant Agreement, Appendix Three, Task Order Template). The proposed Task must identify the following:

1) Description of the Services, including deliverables;

2) The total Not-to-Exceed Fees for Consultant to complete the Services, including estimated number of hours per assigned staff to complete the Services;

3) Proposed staff that will be assigned to complete the Services, including resumes if not previously provided to Valley Water's Project Manager;

4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;

5) Schedule for completing the Services; and

6) Copies of applicable state and federal permits required to complete the services, unless previously provided to Valley Water.

B. Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both Valley Water's authorized representative referenced in the Standard Consultant Agreement, Appendix One, Additional Legal Terms, and Consultant's authorized representative.

C. Consultant must not commence performance of work or services on a Task Order until it has been approved by Valley Water's authorized representative and Notice to Proceed has been issued by Valley Water Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by Valley Water for an individual Task Order will not exceed the amount agreed to in the Task Order.

D. Prevailing Wage Requirements: The Scope of Services may be considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages, and Appendix Three, Task Order Template.

14. Good Neighbor

Valley Water always strives to be a good neighbor to the community adjacent to its facilities. Consultant will ensure that disturbance to neighbors is minimized. Consultant, its staff, and Subconsultants will always interact with the members of the public in a polite and professional manner.

15. Governmental Permits and Notifications

Unless otherwise expressly stated herein or in an executed Task Order, Consultant represents and warrants that it has investigated the need for, and has or will procure, at its cost, and in its own name to the extent allowed by law, all governmental permits, notifications, approvals and inspections required for the performance of the Services. Consultant shall promptly notify Valley Water if any such permit or approval lapses or is modified or revoked. If, pursuant to applicable law, any such permits or approvals must be procured in Valley Water's name, Consultant shall promptly so inform Valley Water and assist Valley Water in obtaining such permits or approvals.

16. Taxes and Benefits

Consultant has full and exclusive liability for the payment of, and Consultant will pay, any and all taxes and contributions for unemployment insurance, retirement benefits, workers' compensation insurance or benefits, life insurance, pensions, annuities and similar benefits and any other employment-related costs, obligations, and duties that may now or hereafter be imposed by law, collective bargaining agreements or otherwise with respect to persons employed by Consultant for the performance of Services pursuant to this Agreement.

17. Nonwaiver of Rights

The failure of either Party to this Agreement to object to or to take affirmative action with

respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.

18. 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.

19. 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.

20. Debt Limitation

This Agreement is contingent on the appropriation of sufficient funding by Valley Water for the services described in this Agreement. Valley Water 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 Valley Water to appropriate funds for purposes of this Agreement.

21. Notices

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices are deemed to have been given when made in writing and when delivered or mailed to the representatives of Valley Water and Consultant at their respective addresses as follows:

VALLEY WATER:

Deputy Operating Officer, as listed in the attached Schedule, Scope of Services, Section 1. Representatives.

CONSULTANT:

Consultant Principal Officer, as listed in the attached Schedule, Scope of Services, Section 1. Representatives.

22. Appendices

The following list of Standard Consultant Agreement Appendices are incorporated herein by this reference as though set forth in full:

Appendix One - Additional Legal Terms
Appendix Two - Dispute Resolution
Appendix Three - Task Order Template
Appendix Four - Insurance Requirements

23. Schedule(s) and Attachments

Schedule CM, D, E, EP, P, PM or ESDC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One - Fees and Payments
Attachment Two - Schedule of Completion
Attachment Three - Consultant's Key Staff and Subconsultants
Attachment Four - Reference Materials

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: _____
Tony Estremera
Chair, Board of Directors

Date: _____

ATTEST:

_____
Candice Kwok-Smith
Clerk, Board of Directors

AECOM TECHNICAL SERVICES, INC
Consultant

By: _____
Mourad Attalla, PhD, PE, SE
Vice President

Date: _____

Consultant's Address:
300 Lakeside Drive, Suite 400
Oakland, California 94612

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STANDARD CONSULTANT AGREEMENT
APPENDIX ONE
ADDITIONAL LEGAL TERMS

1. Dispute Resolution

If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in the Standard Consultant Agreement, Appendix Two, Dispute Resolution.

2. Small Business Enterprise (SBE) Outreach Program Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be 30**%** or more of the Total Not-to-Exceed Fees stated in the Standard Consultant Agreement, Attachment One Fees and Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.

3. Task Order Approvals

A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by Valley Water.

B. Task Orders are subject to approval by Valley Water Deputy Operating Officer unless delegated to an Assistant Operating Officer and/or Unit Manager.

C. Valley Water Assistant Operating Officer is authorized to approve individual Task Orders in an amount not-to-exceed $[authorization amount]. [NOT USED]

D. Valley Water Unit Manager is authorized to approve individual Task Orders in an amount not-to-exceed $[authorization amount]. [NOT USED]

E. The total not-to-exceed amount for any one Task Order shall not exceed $[NTE Amount]. [NOT USED]

4. Federally Required Clauses

Valley Water entered into a Water Infrastructure Finance and Innovation Act (WIFIA) loan agreement with the U.S. Environmental Protection Agency (EPA) for the Project. The WIFIA established a federal credit program (WIFIA program) authorizing EPA to provide direct loans and loan guarantees to eligible borrowers for water infrastructure projects. All contracts issued for a project receiving a WIFIA loan are subject to federal requirements review as part of the WIFIA program's compliance monitoring responsibilities. Because the WIFIA loan proceeds may be used to pay for the Services rendered pursuant to this Agreement, Consultant is required to adhere to certain federal contract provisions, which are attached hereto as Exhibit A, Federal Requirements, to Appendix One, Additional Legal Terms, and incorporated into this Agreement by this reference. Consultant agrees to adhere to such applicable Federal Contract Provisions.

STANDARD CONSULTANT AGREEMENT
EXHIBIT A
FEDERAL REQUIREMENTS

1. FEDERAL GRANT REQUIREMENTS

Projects receiving credit assistance must comply with all federal laws and regulations, including environmental compliance and other compliance requirements.

Valley Water is actively seeking state and federal funding for the Project. Consultant agrees to comply with all applicable state and federal funding requirements and pertinent laws, regulations, and policies, including, but not limited to the Uniform Guidance for Federal Awards (https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1). Specific agency-level guidance and requirements may also apply.

This Project will likely be funded in part with United States Environmental Protection Agency (USEPA) funds, and in addition to Federal Uniform Guidance found in 2CFR200, the Environmental Protection Agency (EPA) General Terms and Conditions will apply, effective October 1, 2025. The EPA General Terms and Conditions can be found here: https://www.epa.gov/grants/grant-terms-and-conditions.

2. DEBARMENT AND SUSPENSION

Consultant certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project. Suspension and debarment information can be assessed at http://www.sam.gov. Consultant represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

3. FEDERAL LOBBYING RESTRICTIONS (31 U.S.C. 1352)

Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Consultant shall complete and submit to Valley Water the Certification Regarding Lobbying form (https://www.epa.gov/system/files/documents/2021-08/epa_form_6600_06.pdf) and Disclosure of Lobbying Activities form (https://www.epa.gov/grants/sf-lll-disclosure-lobbying-activities) found in Appendix A and Appendix B to 40 CFR Part 34. Consultant shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms to Valley Water pursuant to the

process set forth in 40 CFR 34.110.

4. CIVIL RIGHTS OBLIGATIONS

Consultant shall comply with the following federal non-discrimination requirements:

a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (424 U.S.C. 20000, *et. seq*)

b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)

c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C. 6101 *et. seq)*

d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.

e. 40 CFR Part 7, as it relates to the foregoing.

5. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and its subcontractors shall comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

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1. Consultant's Questions and Concerns

Questions regarding the Terms, Conditions, and Services relating to this Agreement will be decided by Valley Water who will furnish the decisions to Consultant in writing within 30 days after receiving a written request from Consultant.

2. Dispute Resolution

A. Alternate Dispute Resolution

Valley Water intends to use Alternate Dispute Resolution (ADR) techniques including partnering and mediation to resolve disputes relating to the Project.

B. Consultant and its Subconsultants are expected to participate in all ADR efforts.

C. The cost of partnering, training facilities, and facilitator will be paid for by Valley Water unless the Parties agree otherwise.

3. Negotiations Before and During Mediation

Negotiations to resolve disputes before and during mediation are initiated for settlement purposes only, are confidential, and are not binding unless otherwise agreed by Valley Water and Consultant.

4. Voluntary Mediation

A. Initiation of Mediation

Any Party to a dispute or claim may initiate mediation by notifying the other Party or Parties in writing.

B. Request for Mediation

A request for mediation must contain a brief written statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the mediation.

C. Selection of Mediator

1) Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within 14 days, the Parties will confer to select an appropriate mediator agreeable to all Parties.

2) If the Parties cannot agree on a mediator, they hereby agree to accept a mediator appointed by a recognized association such as the American Arbitration Association.

D. Qualifications of a Mediator

1) Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.

2) No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation.

3) Before accepting an appointment, the prospective mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Parties will confer and decide whether to select another mediator.

E. Vacancies

If any mediator becomes unwilling or unable to serve, another mediator will be selected unless the Parties agree otherwise.

F. Representation

1) Any Party may be represented by person(s) of their choice who must have full authority to negotiate.

2) The names and addresses of such person(s) must be communicated in writing to both Parties and to the mediator.

G. Time and Place of Mediation

1) The mediator will set the time of each mediation session.

2) The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.

3) All reasonable efforts will be made by the Parties and the mediator to schedule the first session within 60 days after selection of the mediator.

H. Identification of Matters in Dispute

1) Parties shall comply with the process as required by the mediator with regard to providing the mediator with a memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, or otherwise agreed by the Parties, the Parties may mutually exchange such memoranda.

2) At the first session, the Parties will be expected to produce all information reasonably

required for the Mediator to understand the issue(s) presented. The mediator may require each Party to supplement such information.

I. Authority of Mediator

1) The mediator does not have authority to impose a settlement on the Parties but will attempt to assist the Parties in reaching a satisfactory resolution of their dispute.

2) The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement.

3) Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the mediator or the Parties, as determined by the mediator.

4) The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

J. Privacy

1) Mediation sessions are private.

2) The Parties and their representatives may attend mediation sessions.

3) Other persons may attend only with the permission of the Parties and with the consent of the mediator.

K. Confidentiality

Except as provided by California or federal law or regulation:

1) The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.

2) All records, reports, or other documents received by a mediator while serving as mediator, are confidential.

3) The mediator must not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.

4) The Parties must maintain the confidentiality of the mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:

a. Views expressed, or suggestions made by the other Party with respect to a possible settlement of the dispute;

b. Statements made by the other Party in the course of the mediation proceedings;

c. Proposals made or views expressed by the mediator; and

d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

The mediation shall be terminated:

1) By the execution of a Settlement Agreement by the Parties;

2) By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or

3) By a written declaration of a Party or Parties to the effect that the mediation proceedings are terminated.

N. Exclusion of Liability

No mediator shall be a necessary Party in judicial proceedings related to the mediation.

O. Interpretation and Application of These Mediation Provisions

The mediator will interpret and apply these mediation provisions insofar as they relate to the mediator's duties and responsibility.

P. Expenses

1) The expenses of witnesses for each Party must be paid by the Party producing the witnesses.

2) All other expenses of the mediation, including required travel and other expenses of the mediator, and the expenses of any witness called by the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, will be apportioned as the mediator finds appropriate or as otherwise agreed to by the Parties.

5. Compensation for Participation in Mediation

Neither Consultant nor Valley Water is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Consultant and Valley Water arising out of this Agreement.

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STANDARD CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE

Task Order No. _____

Title: _____

Agreement: Standard Consultant Agreement _____ ("Agreement") Between the Santa Clara Valley Water District ("Valley Water") and _____ ("Consultant"), dated _____.

Valley Water: _____

Consultant: _____

Dollar Amount of Task Order: Not-to-Exceed $_____

1. Upon full execution of this Task Order No._____, as set forth in the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by Valley Water Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the Notice to Proceed will be considered outside the contracted Scope of Services and will not be eligible for payment.

2. Both the Scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:

   A. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to Valley Water;

   B. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification;

   C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees; and

   D. The distribution detail for each service, direct cost, and reimbursable expense. This information must be included in the invoice for the services authorized pursuant to this Task Order; and

   E. Project schedule for completing the Scope of Services.

3. Consultant shall be compensated at fixed fees or at the hourly rates established in Schedule [CM, D, EP, S, or P], Attachment One, Fees and Payments. Consultant

agrees that it will provide all equipment and furnish all materials, except as may be otherwise noted in the Attachment A.

4. This Task Order becomes effective on the date of full execution by authorized representatives of the Parties and remains in effect until the earlier of: completion of the tasks set forth in Attachment A or [expected completion date].

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to Valley Water.

6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.

7. Prevailing Wage Requirements [NOT USED]

   A. The Scope of Services described in this Task Order is considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.

   B. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at http://www.dir.ca.gov.

8. Signatures:

Signature: _____ _____

AECOM Technical Services — DATE
Mourad Attalla
Vice President

Signature: _____ _____

SANTA CLARA VALLEY WATER DISTRICT — DATE
[PRINT NAME]
[PRINT TITLE]

STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
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" or "Valley Water"), 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 email Valley Water Risk Manager at RiskManager@valleywater.org.

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 **certificatesupport@evidentid.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/CAS No. XXXXX

IMPORTANT: The agreement or CAS number must be included.

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:

   certificatesupport@evidentid.com

2. Provide the following information in the "Certificate Holder" box:

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

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).

Required Coverages

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

   $2,000,000 per occurrence / **$2,000,000** aggregate limits for bodily injury and property damage

   General Liability insurance must include without limitation:

   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 shall include without limitation:

   $5,000,000 per claim/ **$5,000,000** aggregate

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

   a. Coverage for the entirety of Contractor's and its Subcontractors', Sub-Subcontractors', and Design Consultants' professional services performed for the Project (i.e., coverage shall include, but not be limited to, direct services provided by Contractor and those services provided on by any of its Subcontractors, Sub-Subcontractors, or Design Consultants of any tier).
   b. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars ($100,000) per occurrence/event.
   c. The policy shall also provide rectification coverage (coverage for Defects).
   d. The policy shall not include exclusions arising out of: (1) contractual liability or liability assumed under contract and shall expressly insure, to the fullest extent permitted by applicable law, the indemnity obligations set forth in this

Exhibit; (2) any guarantees or warranties by Contractor; (3) faulty workmanship that is the result of a negligent act, error, or omission in the performance of professional services; and (4) damage to property in the care, custody, or control of Contractor.

e. This insurance shall, at a minimum, have a retroactive date which is the same as or predates Owner's Notice to Proceed.

f. This insurance must be maintained for at least ten (10) years after Final Completion of the Project by Owner, or to the applicable Statute of Repose in the jurisdiction where the Project is located, whichever is longer.

4. Cyber

$1,000,000 per claim/ **$2,000,000** aggregate.

a. Liability arising from the unauthorized access to, disclosure, acquisition, loss, dissemination and/or use of Confidential Information. For purposes of this section, "Confidential Information" shall include but not limited to, personally identifiable information (PII), protected health information (PHI), financial accountant information, security codes, access codes, passwords, security codes or personal identification numbers (PINS), and any other information protected by the Agreement or applicable privacy laws;

b. Costs arising from mandatory or contractual notifications related to unauthorized access, disclosure, acquisition, loss, or use of confidential information and related mitigation costs, including but not limited to, credit monitoring, identity theft protection services, call center support, forensic investigation, legal fees, and regulatory fines or penalties imposed under the California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA), or other applicable privacy and data protection laws;

c. Certificate of Insurance shall clearly state that the coverage is claims-made.

d. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

e. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.

f. 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.

STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
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.

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 **($2,000,000)**	
	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 **($5,000,000)**	
	B.	Cancellation Endorsement	

Cyber:	A.	Limits **($1,000,000)**	
	B.	Cancellation Endorsement	

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SCHEDULE D
SCOPE OF SERVICES

1. Representatives

A. Valley Water's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to Valley Water must be addressed to the Valley Water Project Manager (VWPM).

Girlie Jacobson (Valley Water Project Manager)
Senior Engineer
Water Supply Division
Santa Clara Valley Water
District 5750 Almaden
Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3278
Email: GJacobson@valleywater.org

Kirsten Struve
Assistant Officer
Water Supply Division
Santa Clara Valley
Water District 5750
Almaden
Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3138
Email: KStruve@valleywater.org

B. The Consultant's Project Manager is as listed below. All Valley Water questions pertaining to this Agreement shall be referred to the Consultant's Project Manager.

Vijay Sundaram,
PhD, PE
AECOM Technical
Services
VP, Global One Water
Director
2020 L St,
Sacramento, CA 95811

Phone: 916 846 1796
Email:
Vijay.Sundaram@aecom.co
m

C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 21. Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Mourad Attalla, PhD,
PE, SE
Kaiser Center, 300
Lakeside Dr
Oakland, CA 94612

Phone: 925 698 5411
Email:
Mourad.attalla@aecom.com

2. Scope of Services

A. This Schedule D, Scope of Services describes the professional design services to be performed by the Consultant for Valley Water's **Pure Water Silicon Valley - Demonstration Facility Project** (the Project), formerly called San Jose Purified Water Project – Demonstration Facility Project.

B. The Project consists of a new Pilot Facility for direct potable reuse (DPR) for data gathering and validation testing and a new Learning Center for public outreach and education on water reuse and water supply. The Consultant shall prepare one (1) set of design documents for the Pilot Facility and one (1) set of design documents for the Learning Center, allowing for two (2) separate construction bids, as reflected in the Project Schedule.

C. The Learning Center scope of work shall also include preparation of at least three (3) conceptual plans and renderings, including building and site area for review by stakeholder partners and committees. Consultant shall proceed with development of detail design based on the selected conceptual plan or combined plans.

D. Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant, as engineer-of-record, for engineering support services during the construction phase of the Project. Valley Water may, at its discretion, choose to initiate a new procurement for services for any subsequent phase(s) and/or utilize Valley Water staff to perform such services.

3. Project Objectives

A. Valley Water's objectives for the Project are to:

1) Complete the Project within budget, scope, and schedule.

2) Meet Valley Water performance objectives for the planning, design, construction, and post-construction phases. Comply with Valley Water standard specifications and requirements.

3) Meet all local, state, and federal laws, regulations, and permitting requirements.

4) Ensure that design of the Pilot Facility and Learning Center are appropriately scheduled and coordinated to efficiently meet Project objectives and Project schedule.

5) Consultant will meet all Project objectives.

B. Project objectives for the Pilot Facility are to:

1) Provide Pilot Facility design that includes up to a 200 gallon per minute (gpm) pilot treatment facility installed at an outdoor area on the existing Silicon Valley Advanced Water Purification Center (SVAWPC) site to allow Valley Water to perform DPR data gathering and validation testing for a future DPR full scale production facility.

2) Ensure that the Pilot Facility design conforms to applicable DPR regulatory requirements to continuously produce DPR quality water.

3) Follow the DDW-approved Testing and Monitoring Plan, Ozone Validation Protocol, BAC Validation Protocol, UV/AOP Validation Protocol, and all other relevant protocols (Validation Plans) for the Project.

4) Ensure that the design of the Pilot Facility includes high-recovery reverse osmosis (RO) and the ability to optimize unit processes.

5) Include a comprehensive monitoring and control approach that is similar to full-scale capabilities to demonstrate that the requirements of the DPR regulations are met.

6) Provide Pilot Facility design that is suitable for temporary, outdoor installation within the existing SVAWPC site and adaptable for efficient relocation inside the Learning Center building without compromising the associated functionalities.

7) Provide Pilot Facility design with ease of maintenance and operation that is adaptable for possible future piping and process modifications.

8) Address constructability constraints and risks associated with the proposed Pilot Facility design to ensure SVAWPC operations are not adversely impacted during construction, operation, and relocation of the Pilot Facility.

9) Provide necessary requirements for start-up, testing, and commissioning, and establish clear roles among Valley Water, contractor, and Consultant services.

10) Provide a clear and acceptable means for the hand-off of operations and maintenance to Valley Water following the completion of the Pilot Facility. Consultant shall provide all appropriate training and all necessary documentation, including completed Standard Operating Procedures (SOPs) and Operations and Maintenance manuals that reflect how the facility is being operated to enable Valley Water to successfully operate during the pilot testing phase.

C. Project objectives for the Learning Center are to:

1) Provide Learning Center design that includes up to 10,000-square-foot, learning center building(s) for education and public outreach to be located on an undeveloped 2-acre site adjacent to SVAWPC.

2) Provide Learning Center building interior design that includes a welcome area, conference room, office space, restrooms, breakroom, operational/testing area, and large exhibit hall. The exhibit hall shall be designed in collaboration with Valley Water's exhibit design consultant for future installation of exhibits, displays, and models by others.

3) Provide Learning Center design that also includes new paved parking area, site improvements, landscaping and space for public art, electrical equipment, monitoring and controls, utility connections, piping and electrical connections, rehabilitation of the temporary Pilot Facility site location, and abandonment of existing onsite groundwater monitoring wells.

4) Provide a Learning Center for members of the public, with a target audience of 5th grade students and up. The main goals for the Learning Center are to educate, innovate, amplify, and inspire.

- **Educate**
  - Introduce visitors to Valley Water, the agency's importance to Santa Clara County, the history of our water supply, where our water comes from, and our commitment to provide clean water to the community.
  - Educate diverse visitors on the wastewater process and

the importance and safety of purified water.
  - Provide physical spaces for educational events and/or technical studies conducted by Valley Water staff and partners, as appropriate.
- **Innovate**
  - Through interactive and durable experiences, demonstrate how Valley Water is a leader in Silicon Valley in using advanced technology to purify water.
- **Amplify**
  - Present opportunities for community members, elected officials, and other stakeholders to raise awareness and promote the importance of water reuse.
  - Solidify support for purified water by offering each visitor a sample of purified water.
- **Inspire**
  - Motivate and inspire members of the public to express their commitment to support water conservation, Valley Water's mission, and the Learning Center's efforts through advocacy, pledges, and other "take action" opportunities.

5) Provide a Learning Center design that is LEED-certified, solar-ready, and meets standards for energy efficiency, sustainable design, health and safety, and water conservation.

6) Ensure that stakeholders and partner agencies are appropriately engaged in the development of architectural design of the Learning Center building and surrounding areas.

7) Provide Learning Center design that includes moving the treatment components of the Pilot Facility inside the Learning Center building following the completion of the pilot testing phase by Valley Water and in line with the Project schedule. Design would appropriately relocate the pilot facility to successfully demonstrate DPR treatment technology and continuously produce purified water for public tasting by addition of new tasting stations that meet all regulatory requirements for potable reuse.

8) Provide Pilot Facility design at its permanent location in the Learning Center that is adaptable and flexible for piping and process modifications for future equipment testing.

9) Address constructability constraints and risks associated with the proposed design of the Learning Center to ensure SVAWPC operations are not adversely impacted during construction, operation, and relocation of the Pilot Facility.

10) Address constructability constraints and risks associated with the relocation of the Pilot Facility to the Learning Center to ensure Project schedule is met.

11) Provide necessary requirements for start-up, testing, commissioning, and clear roles among Valley Water, contractor, and Consultant services for Valley Water to successfully operate and maintain with additional training and all necessary documentation, including updated SOPs and Operations and Maintenance manuals that reflect how the pilot facility is being operated at its permanent location.

4. Project Background

A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of- the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit www.valleywater.org.

B. As part of the Water Supply Master Plan 2050 development, the Valley Water Board of Directors adopted a potable reuse goal of 24,000 Acre-feet per year (AFY) by 2035 and a long-term vision to maximize water reuse in the county up to 32,000 AFY by 2050. Potable and non-potable water reuse provide a reliable, drought-resilient, locally controlled water supply and can help further diversify Valley Water's water supply portfolio and meet water demands, especially during extended droughts.

C. In June 2022, Valley Water retained a Project Management Consultant to provide technical and advisory support for the Purified Water Project.

D. In December 2023, the State Water Resources Control Board approved the Direct Potable Reuse Regulations (SBDDW-23-001), with an effective date of October 1, 2024. This regulatory development and recent technological advancement has made it possible for Valley Water to pursue direct potable water supply.

E. On January 9, 2024, the Valley Water Board reviewed the Preliminary Capital Improvement Program (CIP) Five Year Plan for FY 2025-29 and directed staff to include a San Jose Purified Water Project (SJPWP).

F. On February 27, 2024, the Valley Water Board directed staff to expedite a direct potable reuse (DPR) project with the City of San Jose to design and build a demonstration facility and follow with design and build of a full-scale facility adjacent to Valley Water's existing Silicon Valley Advanced Water Purification Center.

G. On June 10, 2025, the City of San Jose Council and the Valley Water Board approved the "Option Agreement for the First Amendment to the Ground Lease and Property Use Agreement" for the Project.

5. Assumptions and Requirements

A. General Assumptions and Requirements

1) **Manage Scope of Services**. Consultant shall manage the Scope of Services and ensure the work is completed within the Not-to-Exceed Fees limit. Consultant shall also ensure that the Scope of Services is completed in accordance with the Project schedule and that all services and deliverables meet Valley Water and Project objectives and requirements.

2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, Autodesk files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.

   a. Valley Water Standardization Requirements

      (1) Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.

      (2) Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different

CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by the Consultant.

3) **Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by Valley Water, some of the deliverables may also be subject to review and comment by regulatory agencies, Consultant advisors, and

   stakeholders following Valley Water review process. For each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to the Consultant. The comments provided by Valley Water staff during the workshops will be documented by the Consultant as meeting notes and will be included in the next revision of the documents.

4) **Valley Water Quality Environmental Management System**. Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines, and work instructions for the performance of various Valley Water work. Consultant will perform the Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the VWPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the preparation of such deliverables.

5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Section 3. Project Objectives.

6) **Document Control.** Consultant must utilize the document control system designated by Valley Water (Capital Project Management and Project Control's Program).

7) **File Exchange Service.**
   a. Consultant must utilize the file exchange service designated by Valley Water (Capital Project Management and Project Controls Program),

accessible to all parties as designated by Valley Water, to facilitate communications.

b. Consultant may need to coordinate with Valley Water's Capital Project Management and Project Controls Program (CPMPC@valleywater.org) to address any firewall issues and/or permissions required to allow for these communications.

8) **Completeness**

a. The completeness of a design set is determined primarily by the substance of the materials on the set, including the adequacy of background and relevant information. Three levels of completeness of a design set are defined using these four terms: Partially Complete; Substantially Complete; Virtually Complete; and Complete.

b. A Complete Design Set must include all the information required for constructible set of plans and specifications; include a project cost estimate; and provide sufficient direction to enable the construction to be performed. The set must be ready for engineering certification (stamping, signing and dating) by a Registered Professional Engineer(s). The set must show the work with complete details and dimensions; identify all constraints; include all background information and provide dimensions, and comply with all drafting, specifications and cost estimating standards.

B. Project-Specific Assumptions and Requirements

1) **Separate Design Documents:** Consultant shall prepare two separate sets of design documents for the Pilot Facility and Learning Center for separate construction bids as reflected in the Project schedule.

2) **Validation Plans:** Valley Water has collaborated with Division of Drinking Water (DDW) of the State Water resources Control Board (SWRCB) to define DPR testing requirements for the Pilot Facility as shown on the Testing and Monitoring Plan, Ozone Validation Protocol, BAC Validation Protocol, UV/AOP Validation Protocol and all other relevant protocols (Validation Plan).

3) **Regulatory Permitting**: Pilot Facility at its permanent location in the Learning Center shall be permitted for Title 22 recycled water for connection to South Bay Water Recycling (SBWR) system and permitted

for purified water tasting via sink and bottling for public outreach and education, as required. Consultant shall assist Valley Water and its consultants, such as providing technical information and analysis, in preparation of regulatory permit documents and reports, to obtain permits and approvals for the Project, as needed.

4) **Local Permitting.** Planning level permits and architectural review may need to be obtained for the Project from the local agency. Consultant shall participate in meetings and prepare required drawings, presentations, and other documents, for submittal and presentation to local agencies to obtain planning level permits.

5) **Stakeholder Plans**. Consultant shall assist Valley Water in obtaining stakeholder review and selection of Learning Center architectural conceptual plans prior to detail design. Consultant shall prepare drawings, presentation, and renderings, as needed, for stakeholder review.

6) **Environmental Review (CEQA):** CEQA reviews for the Pilot Facility and Learning Center will be completed separately by others. Consultant will review the Certified CEQA document and incorporate mitigation measures in the design as well as assist Valley Water with documentation needed.

7) **Long Lead Equipment:** Consultant shall provide assessment and identify any long lead equipment that may need to be procured and supplied by Valley Water to meet the Project schedule. Additional tasks required to prepare early procurement documents, including but not limited to equipment specifications and drawings and provide early bid and award services will be completed under a task order.

8) **Project Access:** A new paved parking lot for relocation of an existing Valley Water public outreach trailer is expected to be designed and constructed by Others. The new parking lot is expected to be located north of the Learning Center site. Consultant shall incorporate this area in the design of the Learning Center, including primary access to the facility from McCarthy Lane.

C. Preliminary Project Schedule: Preliminary schedule for design, construction, and post- construction phases of the project are estimated in the table below:

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Task/Phase	Timeframe
Notice to Proceed	June 2026
Pilot Facility – Complete Basis of Design	October 2026
Pilot Facility – Environmental Review (CEQA)	December 2026
Learning Center – Complete Basis of Design	March 2027
Learning Center – Environmental Review (CEQA)	June 2027
Pilot Facility – Final Design	April 2027
Pilot Facility – Advertise and Award	May 2027-November 2027
Pilot Facility – Construction & Start-up	November 2027-March 2029
Learning Center – Final Design	April 2028
Learning Center– Advertise and Award	May 2028 – November 2028
Learning Center – Construction & Start-up	November 2028 – December 2030
Pilot Facility – Acceptance by Board	March 2029
Pilot Facility – Validation Testing Phase by Valley Water	April 2029-April 2030
Learning Center – Acceptance by Board	December 2030

6. Design Phase Tasks

To achieve the Project objectives in this Agreement, the Consultant will perform the following tasks:

Task 1 – Project Management

Task 2 – Pilot Facility - Data Collection and Investigations

Task 3 – Pilot Facility - Basis of Design

Task 4 – Pilot Facility – 30 Percent Design Document Preparation

Task 5 – Pilot Facility – 75 Percent Design Document Preparation

Task 6 – Pilot Facility – Final Design Document Preparation

Task 7 – Pilot Facility – Bid and Award Services

Task 8 – Learning Center – Data Collection and Investigations

Task 9 – Learning Center - Basis of Design

Task 10 – Learning Center – 30 Percent Design Document Preparation

Task 11 – Learning Center – 60 Percent Design Document Preparation

Task 12 – Learning Center – 90 Percent Design Document Preparation

Task 13 – Learning Center – Final Design Document Preparation

Task 14 – Learning Center – Bid and Award Services

Task 15 – Supplemental Services

Task 1 – Project Management

The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Schedule D, Attachment One, Fees and Payments, and in accordance with the Project Schedule stated in Schedule D, Attachment Two, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet Valley Water and Project requirements.

1.1 Kickoff Meeting

Consultant will attend kickoff meeting with Valley Water. The purpose of the kickoff meeting is to introduce key Valley Water and Consultant team members to one another, acquaint all participants with the purpose of and expectations for the Project, describe team members' roles and responsibilities, describe Project procedures, and summarize scope and schedule.

1.2 Project Design Work Plan. Consultant will prepare a Project Design Work Plan for the Project that includes both Pilot Facility and Learning Center, in accordance with this Scope of Services.

1.2.1 The Project Design Work Plan shall include Project objectives, requirements, constraints, a detailed Project Schedule (showing major tasks and deliverables), a breakdown of Consultant's costs for the major tasks, a list of the Consultant's team members and their roles and responsibilities, communication protocols (internal and external), document control procedures, and other administrative procedures.

1,2,2 The Project Design Work Plan shall include a Project Quality Assurance and Quality Control (QA/QC) Plan documenting Consultant's procedures to ensure Consultant's services and deliverables meet Valley Water requirements and accepted practices and standards of the Consultant's profession. Valley Water reserves the right to request and review the Consultant's Project documentation demonstrating its adherence with their own quality assurance procedures.

1.3 Progress Meeting and Workshops. Valley Water and Consultant key staff and subconsultants, as determined necessary and appropriate by Consultant, subject to VWPM approval, or at Valley Water's direction, will coordinate and attend periodic progress meetings and workshops with Valley Water staff, regulatory and resource agencies, and review boards, as needed, to review, and discuss progress of the work. For each meeting or workshop, the Consultant will prepare the meeting agenda and notes and submit them for review by Valley Water.

1.4 Weekly One-on-One Meetings with Valley Water. Consultant Project Manager must provide a brief update of the team's work activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention. The meeting schedule will be established by Valley Water, weekly/biweekly either in-person, or virtually, at Valley Water's discretion.

1.5 Pilot Facility – Specific PM Tasks

1.5.1 **Coordination and Communication with External Agencies**. Consultant will assist the VWPM with coordination and communication with appropriate regulatory or other agencies, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant's Project design activities as requested by Valley Water.

1.5.2 **Public Outreach**. If requested, Consultant will provide support and assistance with Valley Water's public outreach activities. Such assistance may include

coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and other tasks as directed by the VWPM.

1.5.3 **Additional Review Meetings.** Consultant shall recommend convening and attending meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks, 75% design tasks, and other design tasks.

1.5.4 **Regulatory Meetings.** Consultant shall attend meetings with regulatory agencies provide support and assistance as requested by VWPM. Such assistance may include participation, preparing presentation slides and materials, presentation and other task as required.

1.5.5 **Partner Agency and Stakeholder Meetings.** Consultant shall attend meetings with partner agencies and other stakeholders and provide support and assistance as requested by VWPM. Such assistance may include participation in the meeting, preparing presentation slides and materials, presentation, and other task as required.

1.6 Learning Center – Specific PM Tasks

1.6.1 **Coordination and Communication with External Agencies**. Consultant will assist the VWPM with coordination and communication with appropriate regulatory or other agencies, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant's Project design activities as requested by Valley Water.

1.6.2 **Public Outreach**. If requested, Consultant will provide support and assistance with Valley Water's public outreach activities. Such assistance may include coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and other tasks as directed by the VWPM.

1.6.3 **Additional Review Meetings.** Consultant shall recommend convening and attending meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks, 60% design tasks, 90% design tasks, and other design tasks.

1.6.4 **Regulatory Meetings.** Consultant shall attend meetings with regulatory agencies and provide support and assistance as requested by VWPM. Such assistance may include participation, preparing presentation slides and materials, presentation and other task as required.

1.6.5 **Partner Agency and Stakeholder Meetings.** Consultant shall attend meetings with partner agencies and other stakeholders and provide support and assistance as requested by VWPM . Such assistance may include participation in the meeting,

preparing presentation slides and materials, presentation, and other task as required.

1.7 Progress Reports and Invoices

1.7.1 Consultant Project Manager will submit a monthly written progress report and invoice to summarize the efforts completed for the month, provide an updated status on deliverables, schedule, and budget, as specified in Section Four, Fees and Payment.

Task 1 - Deliverables

1. Project Design Work Plan including QA/QC Plan (Draft, Draft Final, and Final)
2. Meeting agendas, notes, and presentations
3. Weekly or twice-a-week meetings/conference calls attendance and notes; frequency of meetings and/or calls will be at Valley Water's discretion
4. Monthly progress reports and invoices

Task 1 - Assumptions

1. Consultant shall assist Valley Water and collaborate with Valley Water consultants in preparing submittals and obtaining necessary City and regulatory permits for the Pilot Facility and Learning Center, as required.

Task 2 – Pilot Facility - Data Collection and Investigations

The purpose of this task is to research, review, and use Planning Phase deliverables as a basis for the design, as well as to conduct necessary field investigations (i.e., geotechnical, hydraulic, etc.) to establish a Project Base Map, and prepare reports that will inform the design. Consultant is responsible for collecting all the data and conducting all investigations that are needed to complete the final design.

2.1 Research and Review of Available Project Documentation. Consultant will research and review available relevant documents and standards provided by Valley Water.

2.2 Project Base Map. Consultant will prepare and submit a Project Base Map, survey data, drawings, utility info, etc. and data as necessary to complete required studies and prepare contract drawings for the Project. Base Map preparation shall include, but not be limited to:

2.2.1 Collect existing survey, topographical, GIS, property, easements and rights of way and utility/infrastructure data as applicable to generation of the Project Base Map for purposes of final design. Valley Water shall provide native files of existing survey, GIS, property, easement and rights of way and utility / infrastructure details to the extent available. It is the Consultant's responsibility to verify the accuracy of information provided.

2.2.2 Review data for existing utilities, pipelines, and other infrastructure to determine where it is necessary to verify locations for design and inclusion in final drawings. At critical locations, the Consultant will pothole existing utilities, pipelines, and other infrastructure as necessary to verify location for design and inclusion in the final drawings.

2.2.3 Conduct field survey work as necessary to verify and supplement existing topographical data for the Project work. Survey work shall be adequate for preparation of base mapping data as well as any additional mapping data collection, including the LiDAR survey (if needed). The survey work will be conducted at high density and with accuracy capable of supporting 1-foot contours. In addition, aerial photography will be obtained at 1:3600 photo scale to provide 1" = 40' scale mapping and 1-foot contours. LiDAR data together with aerial photography will be used to generate a base map covering the Project work area.

2.2.4 Perform land surveying to identify Project site utilities and other features for incorporation into the Project base map as well as support any mapping data collection and validation, including LiDAR. Land surveying will include a GPS survey to establish precise horizontal and vertical coordinates on a local control station. Checkpoints will be surveyed throughout the mapping area to validate existing LiDAR data (if any) and support new LiDAR data collection, if needed. The survey will include horizontal and vertical control stations published by the National Geodetic Survey (NGS) and/or NGS-published Continuously Operating Reference Stations in order to reference the Project to a specified geodetic coordinate system and vertical datum.

2.2.5 Base map preparation must conform to Santa Clara Valley Water Standards for GIS Products (Attachment Four to Schedule D, Reference Materials).

2.3 Geotechnical Investigations. Consultant shall review previously completed relevant geotechnical reports and recommend additional investigations, if needed. Consultant shall prepare a Geotechnical Investigations Work Plan (Draft, Draft Final, and Final), which will describe the goals of the investigations needed, the exploration locations and depths, the access and drilling methods, a site-specific Health and Safety Plan (HASP), and the instrumentation and in-situ testing methods (if needed). The investigation will be designed to provide adequate data for the engineering analyses, the development of the Geotechnical Data Report and the Basis of Design Report.

2.3.1 Conduct Geotechnical/Subsurface Investigations as needed for the detailed design and identified in the Geotechnical Investigations Work Plan (Draft, Draft Final, and Final). Consultant is responsible for the proper disposal of spoils generated from the investigations activities and to provide documentation of such disposal actions to Valley Water. Additional Geotechnical Investigations may be approved by Valley Water with justification, to fill in data gaps identified as the detailed design progresses.

2.3.2 **Laboratory Testing Program**. Consultant shall develop a material testing

program to provide all necessary data (index and performance testing) for analysis and design of the Project, for approval by Valley Water and other stakeholders identified by Valley Water PM. The tests will include index, hydraulic conductivity, compaction, consolidation, and strength tests.

2.3.3 **Geotechnical Investigations/Data Report**. Consultant shall develop a Geotechnical Investigation/Data Report (Draft, Draft Final, and Final) which will document the investigations performed and present the data obtained and the results of the field exploration and laboratory testing work completed as well as the results of other investigations previously completed relating to this Project. The report shall also include a summary of the soil and geologic conditions, previous and current investigations and explorations, methodology, materials encountered and the laboratory testing program.

2.3.4 **Geotechnical Design/Baseline Report**. Consultant shall prepare and submit a Geotechnical Design/Baseline Report (Draft, Draft Final, and Final) that provides an analysis, assessment and interpretation of the existing subsurface conditions. The report will also provide appropriate design recommendations for the basis of design, final design and construction. It will also provide information to the contractor and guidance to Valley Water in the management and monitoring of performance during construction. The report shall reference other geotechnical studies previously performed on the Project and other historical studies from the site vicinity. This report may or may not be combined with the Geotechnical Investigation/Data Report if directed by Valley Water.

Task 2 - Deliverables

1. Project Base Map, survey data and drawing, utility Information, etc.
2. Geotechnical Investigation Work Plan (Draft, Draft Final, and Final)
3. Geotechnical Investigation/Data Report (Draft, Draft Final, and Final)
4. Geotechnical Baseline/Design Report (Draft, Draft Final, and Final)
5. Project Hydrology/Hydraulics Model and Report (Draft, Draft Final, and Final)

Task 2 - Assumptions

1. For geotechnical investigation, Consultant shall utilize Underground Service Alert (USA) to mark and clear buried utilities from any proposed boring locations at the Project site and apply for and obtain applicable permits from the local agency (e.g., city/county/Valley Water) having jurisdiction for the boring locations. At completion of each boring installation, Consultant will ensure borings are backfilled with cement grout in accordance with Valley Water requirements, and soil cuttings from the borings will be drummed, analytically tested for waste characterization, and transported off-site for proper disposal.
2. Consultant shall review available Phase 1 Environmental Assessment Report incorporate requirements into the Final design.
3. Consultant shall coordinate with VWPM to obtain access to SVAWPC, City of San Jose

property, and other Valley Water leased areas..

4. Valley Water shall provide all CAD files including the record drawings of existing facility and drawings referenced / used for the Demo Planning Study Report, as available. It is the Consultant's responsibility to verify accuracy of all information provided.

Task 3 – Pilot Facility - Basis for Design

The purpose of this Task is to perform the engineering analyses, calculations, and interpretations that are required to support and develop the Basis of Design for the Pilot Facility. Consultant is responsible for developing a comprehensive scope of work and performing independent analyses, as appropriate, to fully develop the Basis of Design without relying solely on work completed by others to achieve this purpose. The supporting analyses, calculations, and other standards and detailed design information shall be used to prepare a biddable and constructible set of Plans and Specifications and Engineering Cost Estimates for the Pilot Facility.

3.1 Design Criteria Memorandum. The Design Criteria Memorandum (DCM) will define the basic criteria and guidance that will be utilized during design. It will include Valley Water basic operations requirements, Project performance requirements, and other stakeholders' design criteria as identified by Valley Water. It will include known relevant constraints such as environmental restriction dates, etc. It will document geotechnical, civil, structural, electrical, mechanical, hydrologic and/or hydraulic standards to be used in the analyses and design. Pertinent codes and references will be cited. The DCM will be issued in Draft form and updated as design progresses through the various design stages.

3.2 Basis of Design Report. Consultant shall prepare a full Basis of Design Report (Draft, Draft Final, and Final) to define the technical requirements and parameters for the Pilot Facility including the fields of civil, geotechnical, structural, hydrologic, hydraulic, mechanical, electrical, controls, instrumentation, maintenance, and others, as appropriate. Draft Final and Final BODR are funded under tasks 5.5 and 6.1.3.

3.2.1 The Basis of Design Report may include but is not limited to the following: description of the general arrangement of existing and new facilities; summary of the pertinent findings of field investigations; basis for material properties for use in analyses; construction materials source assessment (on-site and commercial); foundation characterization to assess excavation requirements and foundation acceptance criteria; groundwater dewatering requirements; civil and geotechnical design of the Project elements for analyses; design of disposal sites; hydraulic and structural design of various elements; mechanical and electrical facilities design; and access roadwork.

3.2.2 The Basis of Design Report is to be updated throughout the design phase, if required. Upon completion of final design, the Basis of Design Report shall be updated to reflect any changes or additions that occurred over the course of the design development as detailed in the final design document preparation.

Task 3 - Deliverables

1. Design Criteria Memorandum. (Draft, Multiple Drafts maintained online, and Final)
2. Basis of Design Report (Draft, Draft Final under Task 5.5, and Final under Task 6.1.3)

Task 3 - Assumptions

1. Consultant shall and identify and address any constraints, discrepancies, and risks associated with the Valley Water provided Validation Plans and documents and provide recommendations to address potential issues prior to start of detail design.

2. Valley Water shall provide Validation Plans to the successful proposer after issuance of Notice to Proceed.

Task 4 - Pilot Facility - 30-Percent Design Document Preparation

The 30% design set shall establish primary drawings and specifications for all major Pilot Facility components and shall include newly developed design details and/or refinement of the preliminary design prepared during the planning phase. The 30% design set will incorporate requirements and criteria identified in the Basis of Design documents and describe the construction scope in more detail. The level of completeness shall be Partially Complete to Substantially Complete.

4.1 **Sample Drawings and Specifications**. Consultant shall prepare, and submit to Valley Water, sample drawings and specifications for Valley Water review and approval to ensure that Drafting Standards are being adopted into the plan set and the specifications also follow Valley Water Specification standards.

4.1.1 The sample drawings shall include an index drawing numbering scheme, file naming labeling, layout, and format.

4.1.2 For specification development, the Consultant shall use Valley Water's Standard Provisions (boilerplate) and Valley Water's Special Provisions format. Consultant shall recommend edits and additions to Valley Water Provisions where appropriate.

4.1.3 Consultant shall submit a recommended format for the Technical provisions, for review and approval by Valley Water.

4.2 **30% Plans, Specification and Cost Estimate**. Consultant shall prepare and submit 30% drawings, specifications, and an Association for the Advancement of Cost Engineering (AACE) Class 4 construction cost estimate. The plans shall include the detailed design elements, at the 30% level of design, and the specification shall include detailed outlines of the technical specifications. Cost estimates for the most significant lines of the work breakdown structure shall be "bottom-up" estimates. The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate.

4.2.1 Valley Water has a separate bid proposal package/template for which the

Consultant shall provide input, as requested by Valley Water. Multiple, intermediate submittals of Special Provision sections to Valley Water are anticipated to reconcile referencing and formatting issues.

4.3 **Right of Way**. The 30% plans shall also include clear delineation of existing property lines and take lines (i.e., rights of way, easements, or property acquisitions) needed for Project construction and/or ongoing maintenance or access.

4.4 **Review Meetings**. Consultant will conduct a 30% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile comments generated during the review. This sub-task is funded pursuant to sub-task 1.3 One-on-One Meetings with Valley Water.

4.5 **Additional Review Meetings**. Consultant shall identify and attend meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks. This sub-task is funded pursuant to sub-task 1.6.1 Additional Review Meetings.

4.6 Project-Specific Sub-Tasks

4.6.1 **Permit Documents.** Consultant shall prepare required plans, drawings, presentations, and other documents for submittal to local agencies to obtain planning level permits, as needed. Consultant shall attend and participate in local agency public meetings as requested by VWPM under Task 1.5.

Task 4 – Deliverables

1. Sample Drawings and Specifications
2. 30% Plans and Specifications,
3. 30% AACE Class 4 Construction Cost Estimate (Preliminary and Final)
4. Planning Permit Plans, Drawings, and Documents (Preliminary and Final)

Task 5 – Pilot Facility – 75 Percent Design Document Preparation

The 75% design set shall reflect the revisions and resolutions required from the comments received for the 30% design set. It shall also incorporate any permit conditions established by regulatory agencies. The level of completeness shall be Complete.

5.1 **75 % Plans, Specification and Cost Estimate**. Consultant shall prepare and submit 75 % drawings, specifications, and an AACE Class 3/2 construction cost estimate. The submittal shall be a complete drawing and specification set at or near the level of completion for construction. The cost estimate shall be based on an updated, detailed logical work breakdown structure based on the 75 % plans and specifications. The submittal shall address the comments in the Design Comment Resolution Document.

5.2 **Mitigation and Permitting**. Consultant shall identify all applicable mitigation requirements in the certified CEQA document, and incorporate the requirements into the 75% design documents. Consultant shall assist Valley Water in preparing submittals or other

supporting documents during the permit acquisition process.

5.3 **Review Meetings**. Consultant will conduct a 75% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub-task is funded in sub-task 1.3.

5.4 **Additional Review Meetings**. Consultant shall identify and attend design input meetings, workshops, and consultations with Valley Water as needed to complete the 90% design tasks. This sub-task is funded in sub-task 1.8.1.

5.5 **Technical Design Document Update**. Consultant shall prepare and/or update the Basis of Design Report, Design Criteria (Technical) Memorandums, analyses, calculations, etc., as identified in previous task.

5.6 **Draft Bid Items**. Consultant shall update the draft bid items to the 75% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define. Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor's completion of each milestone to be included in the Project specifications.

5.7 **Constructability/Sequencing Requirements for the Contractor**. Consultant shall prepare/update a Construction Sequencing Plan and/or Specifications, which will identify key milestone dates to be met during construction, and will include specific provisions for incorporation into the Contractor's plan, as needed.

5.8 **Water Utility Projects: Commissioning and Training Plans, and Operations and Maintenance Manual**. Consultant shall develop a Commissioning, and Training Plan to prepare Valley Water staff for different operational modes: through the construction milestones, start-up and testing, and through the first year of operation. The plan shall assure the facility can continue to operate through construction and not disrupt the ability to meet its delivery obligations. The Commissioning and Training Plan will assist Valley Water Operations and Maintenance staff complete their primary daily duties of operating the facility and not be dedicated to supporting the Project. When support is needed from Valley Water Operations and Maintenance staff, the Commissioning and Training Plan must include roles and responsibilities and be coordinated with the Valley Water operations and Maintenance Staff prior to finalizing the plan.

Task 5 - Deliverables

1. 75% Plans and Specifications
2. AACE Class 2/3 Construction Cost Estimate (Preliminary and Final)
3. 75% Design Comment Resolution Document (Preliminary and Final)
4. Updated Basis of Design Report, Design Criteria Technical Memorandums, and all supporting

analyses and calculations, as identified in this Scope of Services (Draft and Final)
5. Updated Draft Bid Sheet and Supporting Technical Memorandum (Draft and Final)
6. 75% Construction Sequencing Plan and Specification (Draft and Final)
7. Commissioning and Training Plan and Operations and Maintenance Manual (Draft under Task 5 – 75% Design and Final under Task 6). (Preliminary and Final)

Task 6 – Pilot Facility - Final Design Document Preparation

The 100% Design Set shall be a fully completed, ready to be signed, and sealed set of Plans, Specifications and Cost Estimate that is ready for construction bidding. The 75% design set will be revised, as necessary, to address any remaining permitting agency comments.

6.1 100% Plans, Specifications, Cost Estimate and Engineering Documents. Consultant shall prepare and submit 100% Design and Contract Documents (Contract Documents) for Valley Water review, including:

6.1.1 Plans and Specifications that address 90% review comments and design modifications or clarifications, as required.

6.1.2 100% Class 1 Engineer's Estimate as defined by AACE.

6.1.3 The Final Basis of Design Report with all revisions incorporated.

6.1.4 All Engineering Analysis and Calculations completed and checked as per the QA/QC Plan and assembled in accordance with the relevant design analyses sections in the Basis of Design Report.

6.1.5 100% Design Comments Resolution Form.

6.2 Bid Set. Prepare and submit Bid Set including:

6.2.1 Final plans and specifications (signed and stamped), Engineer's Estimate, Basis of Design Report, and Engineering Calculations, if necessary, which include revisions that address and resolve all outstanding issues.

6.3 Design-to-Construction Phase Transition Report. Consultant shall prepare Design-to-Construction Phase Transition Report.

Task 6 – Deliverables
1. 100% Plans, Specifications,
2. AACE Class 1 Cost Estimate and Engineering Documents
3. Final Basis of Design Report
4. Engineering Analysis and Calculations
5. 100% Comment Resolution Document
6. Bid Set that includes Final Plans and Specifications (signed and stamped), including Standard Provisions, Special Provisions, Technical Provisions, Appendices, Notice to

Bidders, Geotechnical Data Report, Geotechnical Baseline Report, and other bid documents
7. Design-to-Construction Phase Transition Report (Draft, Draft Final and Final)

Task 6 - Assumptions

1. It is assumed the Consultant will be requested to perform all tasks.
2. To be determined on a Task Order basis.
3. Valley Water will provide a set of Standard and Special Provisions to the Consultant to be incorporated into the Bid Set. The Consultant will not modify the Standard Provisions. Consultant shall provide project specific information for the Special Provisions as requested by VWPM.

Task 7 – Pilot Facility - Bid and Award Services

Upon Valley Water's request, Consultant shall assist during the bidding process of the Project by:

7.1 **Bidder's Questions**. Responding to bidders' questions pertaining to the Bid Set within two (2) business days of receipt of Valley Water's written request. Consultant will maintain a log of bidders' questions and responses, including whether any questions require preparing addenda to the Bid Set.

7.2 **Pre-Bid Meeting**. Attending the pre-bid meeting, including a site visit, and assisting with preparation of documents to be distributed at the meeting.

7.3 **Addenda**. Preparing bid document addenda if clarifications or changes to documents in the Bid Set are needed, which includes:

7.3.1 Changes to drawings will be shown on 8.5 x 11 sheets to the extent possible.

7.3.2 Changes to drawings will be signed and stamped and will be provided within five (5) business days of the written request from Valley Water.

7.3.3 During preparation of each addendum, Consultant shall evaluate any construction schedule and cost impact of the addendum and submit to Valley Water for consideration prior to finalizing addendum.

7.4 **Conformed Contract Documents**. Preparing a Conformed Set of construction Contract Documents after construction bids are received for use during construction.

Task 7 - Deliverables

1. Written responses to bidders' questions and associated log
2. Attendance at pre-bid conference, including site visit, and preparation of notes
3. Addenda to bid documents
4. Electronic versions of stamped and signed conformed set of construction Contract

Documents
5. Stamped and electronic- or wet-signed conformed set of contract documents (electronic and hard copy) for use during Project construction

Task 7 - Assumptions

1. It is assumed the Consultant will be requested to perform all tasks.
2. To be determined on a Task Order basis.
3. Valley Water will provide a set of Standard and Special Provisions to the Consultant to be incorporated into the Bid Set. The Consultant will not modify the Standard Provisions. Consultant shall provide project-specific information for the Special Provisions as requested by VWPM.

Task 8 – Learning Center - Data Collection and Investigations

The purpose of this task is to research, review, and use Planning Phase deliverables as a basis for the design, as well as to conduct necessary field investigations (i.e., geotechnical, hydrological, hydraulic, etc.) to establish a Project Base Map, and prepare reports that will inform the design. Consultant is responsible for collecting all the data and conducting all investigations that are needed to complete the final design.

8.1 **Research and Review of Available Project Documentation**. Consultant will research and review available relevant documents and standards provided by Valley Water.

8.2 **Project Base Map**. Consultant will prepare and submit a Project Base Map, survey data, drawings, utility info, etc. and data as necessary to complete required studies and prepare contract drawings for the Project. Base Map preparation shall include, but not be limited to:

8.2.1 Collect existing survey, topographical, GIS, property, easements and rights of way and utility/infrastructure data as applicable to generation of the Project Base Map for purposes of final design.

8.2.2 Review data for existing utilities, pipelines, and other infrastructure to determine where it is necessary to verify locations for design and inclusion in final drawings. At critical locations, the Consultant will pothole existing utilities, pipelines, and other infrastructure as necessary to verify location for design and inclusion in the final drawings.

8.2.3 Conduct field survey work as necessary to verify and supplement existing topographical data for the Project work. Survey work shall be adequate for preparation of base mapping data as well as any additional mapping data collection, including the LiDAR survey (if needed). The survey work will be conducted at high density and with accuracy capable of supporting 1-foot contours. In addition, aerial photography will be obtained at 1:3600 photo scale to provide 1" = 40' scale mapping and 1-foot contours. LiDAR data together with aerial

photography will be used to generate a base map covering the Project work area.

8.2.4 Perform land surveying to identify Project site utilities and other features for incorporation into the Project base map as well as support any mapping data collection and validation, including LiDAR. Land surveying will include a GPS survey to establish precise horizontal and vertical coordinates on a local control station. Checkpoints will be surveyed throughout the mapping area to validate existing LiDAR data (if any) and support new LiDAR data collection, if needed. The survey will include horizontal and vertical control stations published by the National Geodetic Survey (NGS) and/or NGS-published Continuously Operating Reference Stations in order to reference the Project to a specified geodetic coordinate system and vertical datum.

8.2.5 Base map preparation must conform to Santa Clara Valley Water Standards for GIS Products (Attachment Four to Schedule D, Reference Materials).

8.3 Geotechnical Investigations. Consultant shall review previously completed relevant geotechnical reports and recommend additional investigations, if needed. Consultant shall prepare a Geotechnical Investigations Work Plan (Draft, Draft Final, and Final), which will describe the goals of the investigations needed, the exploration locations and depths, the access and drilling methods, a site-specific Health and Safety Plan (HASP), and the instrumentation and in-situ testing methods (if needed). The investigation will be designed to provide adequate data for the engineering analyses, the development of the Geotechnical Data Report and the Basis of Design Report.

8.3.1 Conduct Geotechnical/Subsurface Investigations as needed for the detailed design and identified in the Geotechnical Investigations Work Plan (Draft, Draft Final, and Final). Consultant is responsible for the proper disposal of spoils generated from the investigations activities and to provide documentation of such disposal actions to Valley Water.2.3.2 Additional Geotechnical Investigations may be approved by Valley Water with justification, to fill in data gaps identified as the detailed design progresses.

8.3.2 **Laboratory Testing Program**. Consultant shall develop a material testing program to provide all necessary data (index and performance testing) for analysis and design of the Project, for approval by Valley Water and other stakeholders identified by Valley Water PM. The tests will include index, hydraulic conductivity, compaction, consolidation, and strength tests.

8.3.3 **Geotechnical Investigations/Data Report**. Consultant shall develop a Geotechnical Investigation/Data Report (Draft, Draft Final, and Final) which will document the investigations performed and present the data obtained and the results of the field exploration and laboratory testing work completed as well as the results of other investigations previously completed relating to this Project. The report shall also include a summary of the soil and geologic conditions, previous and current investigations and explorations, methodology, materials encountered and the laboratory testing program.

8.3.4 **Geotechnical Design/Baseline Report**. Consultant shall prepare and submit a Geotechnical Design/Baseline Report (Draft, Draft Final, and Final) that provides an analysis, assessment and interpretation of the existing subsurface conditions. The report will also provide appropriate design recommendations for the basis of design, final design and construction. It will also provide information to the contractor and guidance to Valley Water in the management and monitoring of performance during construction. The report shall reference other geotechnical studies previously performed on the Project and other historical studies from the site vicinity. This report may or may not be combined with the Geotechnical Investigation/Data Report if directed by Valley Water.

8.4 Hydrologic/Hydraulic Analyses and Studies (Draft, Draft Final, and Final).

8.4.1 Consultant shall prepare hydrologic and hydraulic analyses as necessary to characterize/quantify:

a. Drainage network and patterns of the Project site and vicinity,
b. Peak flows during the annual, 100-year recurrence interval, and intermediate interval flow events,
c. Water surface elevations during the annual, 100-year recurrence interval, and intermediate interval flow events, and
d. In-channel flow velocities during the annual, 100-year recurrence interval, and intermediate interval flow events.

Task 8 - Deliverables

1. Project Base Map, survey data and drawing, utility Information, etc.
2. Geotechnical Investigation Work Plan (Draft, Draft Final, and Final)
3. Geotechnical Investigation/Data Report (Draft, Draft Final, and Final)
4. Geotechnical Baseline/Design Report (Draft, Draft Final, and Final)
5. Project Hydrology/Hydraulics Model and Report (Draft, Draft Final, and Final)

Task 8 - Assumptions

1. For geotechnical investigation, Consultant shall utilize Underground Service Alert (USA) to mark and clear buried utilities from any proposed boring locations at the Project site and apply for and obtain applicable permits from the local agency (e.g., city/county/Valley Water) having jurisdiction for the boring locations. At completion of each boring installation, Consultant will ensure borings are backfilled with cement grout in accordance with Valley Water requirements, and soil cuttings from the borings will be drummed, analytically tested for waste characterization, and transported off-site for proper disposal.
2. Consultant shall review available Phase 1 Environmental Assessment Report and prepare and submit additional Environmental Assessment Report(s) as required to complete the Final design.
3. Consultant shall prepare and submit certified Arborist Report for the Project site, as required

to comply with City permitting requirements and to complete the Final design.
4. Consultant shall coordinate with VWPM to access SVAWPC, City of San Jose property, and other Valley Water leased areas.
5. Valley Water shall provide all CAD files including the record drawings of existing facility and drawings referenced / used for the Demo Planning Study Report, as available. It is the Consultant's responsibility to verify accuracy of all information provided.

Task 9 – Learning Center - Basis for Design

The purpose of this Task is to perform the engineering analyses, calculations, and interpretations that are required to support and develop the Basis of Design for the Learning Center. Consultant is responsible for developing a comprehensive scope of work and performing independent analyses, as appropriate, to fully develop the Basis of Design without relying solely on work completed by others to achieve this purpose. The supporting analyses, calculations, and other standards and detailed design information shall be used to prepare a biddable and constructible set of Plans and Specifications and Engineering Cost Estimates for the Learning Center.

9.1 **Design Criteria Memorandum**. The Design Criteria Memorandum (DCM) will define the basic criteria and guidance that will be utilized during design. It will include Valley Water basic operations requirements, Project performance requirements, and other stakeholders' design criteria as identified by Valley Water. It will include known relevant constraints such as environmental restriction dates, etc. It will document geotechnical, civil, structural, electrical, mechanical, hydrologic and/or hydraulic standards to be used in the analyses and design. Pertinent codes and references will be cited. The Design Criteria Memorandum will be issued in Draft form and updated as design progresses through the various design stages.

9.2 **Basis of Design Report**. Consultant shall prepare a full Basis of Design Report (Draft, Draft Final, and Final) to define the technical requirements and parameters for the Learning Center including the fields of civil, geotechnical, structural, hydrologic, hydraulic, mechanical, electrical, controls, instrumentation, maintenance, and others, as appropriate. Draft Final and Final BODR will be funded by Tasks 12 and 13.

9.2.1 The Basis of Design Report may include but is not limited to the following: description of the general arrangement of existing and new facilities; summary of the pertinent findings of field investigations; basis for material properties for use in analyses; construction materials source assessment (on-site and commercial); foundation characterization to assess excavation requirements and foundation acceptance criteria; groundwater dewatering requirements; civil and geotechnical design of the Project elements for analyses; design of disposal sites; hydraulic and structural design of various elements; mechanical and electrical facilities design; and access roadwork.

9.2.2 The Basis of Design Report is to be updated throughout the design phase, if required. Upon completion of final design, the Basis of Design Report shall be updated to reflect any changes or additions that occurred over the course of the

design development as detailed in the final design document preparation.

9.3 Project-Specific Basis of Design Sub-Tasks

9.3.1 **Stakeholder Plans**. Prepare at least three (3) conceptual architectural plans and renderings for the Learning Center building and site for presentation to Valley Water Board, partner agencies, committees, and/or other stakeholders, as required. Conceptual plans shall include LEED certification options and cost estimates. Development of detail design shall proceed with selected conceptual plan or combination of selected features.

Task 9 - Deliverables

1. Design Criteria Memorandum. (Draft, Multiple Drafts maintained online, and Draft Final)
2. Basis of Design Report (Draft, Draft Final under Task 12, and Final under Task 13)

Task 10 – Learning Center - 30-Percent Design Document Preparation

The 30% design set shall establish primary drawings and specifications for all major components and shall include newly developed design details and/or refinement of the preliminary design prepared during the planning phase. The 30% design set will incorporate requirements and criteria identified in the Basis of Design documents and describe the construction scope in more detail. The level of completeness shall be Partially Complete to Substantially Complete.

10.1 Sample Drawings and Specifications. Consultant shall prepare, and submit to Valley Water, sample drawings and specifications for Valley Water review and approval to ensure that Drafting Standards are being adopted into the plan set and the specifications also follow Valley Water Specification standards.

10.1.1 The sample drawings shall include an index drawing numbering scheme, file naming labeling, layout, and format.

10.1.2 For specification development, the Consultant shall use Valley Water's Standard Provisions (boilerplate) and Valley Water's Special Provisions format. Consultant shall recommend edits and additions to Valley Water Provisions where appropriate.

10.1.3 Consultant shall submit a recommended format for the Technical provisions, for review and approval by Valley Water.

10.2 30% Plans, Specifications and Cost Estimate. Consultant shall prepare and submit 30% drawings, specifications, and an Association for the Advancement of Cost Engineering (AACE) Class 4 construction cost estimate. The plans shall include the detailed design elements, at the 30% level of design, and the specifications shall include detailed outlines of the technical specifications. Cost estimates for the most significant lines of the work breakdown structure shall be "bottom-up" estimates. The basis for field and office

overhead, other markups, and profit shall be clearly identified in the estimate.

10.2.1 Valley Water has a separate bid proposal package/template for which the Consultant shall provide input, as requested by Valley Water. Multiple, intermediate submittals of Special Provision sections to Valley Water are anticipated to reconcile referencing and formatting issues.

10.3 Right of Way. The 30% plans shall also include clear delineation of existing property lines and take lines (i.e., rights of way, easements, or property acquisitions) needed for Project construction and/or ongoing maintenance or access.

10.4 Review Meetings. Consultant will conduct a 30% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile comments generated during the review. This sub-task is funded pursuant to sub-task 1.3 One-on-One Meetings with Valley Water.

10.5 Additional Review Meetings. Consultant shall identify and attend meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks. This sub-task is funded pursuant to sub-task 1.6.1 Additional Review Meetings.

10.6 Project-Specific Sub-Tasks

10.6.1 **Planning Permit Documents.** Consultant shall prepare required plans, drawings, presentations, and other documents for submittal to local agencies to obtain planning level permits, as needed. Consultant shall attend and participate in local agency public meetings as requested by VWPM under Task 1.6

Task 10 - Deliverables

1. Sample Drawings and Specifications
2. 30% Plans and Specifications,
3. 30% AACE Class 4 Construction Cost Estimate (Preliminary and Final)
4. Planning Permit Plans, Drawings, and Documents (Preliminary and Final)

Task 11 – Learning Center - 60 Percent Design Document Preparation

The 60% design set shall incorporate additional requirements, criteria, and details that were not included in the 30% design set. It shall address the comments received and reflect necessary revisions and resolved issues from the 30% design set. It shall be ready for agency permitting review. The level of completeness shall be Substantially Complete to Virtually Complete and ready for permitting agency review.

11.1 60% Plans, Specification and Cost Estimate. Consultant shall prepare and submit 60% drawings, specifications, and an AACE Class 3 construction cost estimate. The drawings, sections, and details must be substantially completed to 60% design level. Cost estimates for the most significant lines of the work breakdown structure shall be “bottom-up” estimates based on assumed productivity, equipment, and labor spreads for the activities.

The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate. The submittal shall address the review comments in the 30% Design Comment Resolution Document.

11.2 Review Meetings. Consultant will conduct a 60% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub-task is funded in sub-task 1.3.

11.3 Additional Review Meetings. Consultant shall identify and attend design input meetings, workshops and consultations with Valley Water as needed to complete the 60% design tasks. This sub-task is funded in sub-task 1.8.1.

11.4 Draft Bid Items. Consultant shall prepare draft bid items at the 60% level of design, including a Technical Memorandum that explains the basis for the bid items and the strategies related to risk and cost uncertainty associated with work that may be difficult to define.

11.5 Project Completion. Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor's completion of each milestone are to be included in the Project specifications.

Task 11 - Deliverables

1. 60% Plans, Specifications,
2. AACE Class 3 Construction Cost Estimate (Preliminary and Final)
3. 30% Design Comment Resolution Document
4. Draft Bid Items & Supporting Technical Memorandum

Task 12 – Learning Center - 90 Percent Design Document Preparation

The 90% design set shall reflect the revisions and resolutions required from the comments received for the 60% design set. It shall also incorporate any permit conditions established by regulatory agencies. The level of completeness shall be Complete.

12.1 90% Plans, Specification and Cost Estimate. Consultant shall prepare and submit 90% drawings, specifications, and an AACE Class 2 construction cost estimate. The submittal shall be a complete drawing and specification set at or near the level of completion for construction. The cost estimate shall be based on an updated, detailed logical work breakdown structure based on the 90% plans and specifications. The submittal shall address the comments in the Design Comment Resolution Document.

12.2 Mitigation and Permitting. Consultant shall identify all applicable mitigation requirements in the certified CEQA document, and incorporate the requirements into the 90% design documents. Consultant shall assist Valley Water in preparing submittals or other supporting documents during the permit acquisition process.

12.3 **Review Meetings**. Consultant will conduct a 90% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub-task is funded in sub-task 1.3.

12.4 **Additional Review Meetings**. Consultant shall identify and attend design input meetings, workshops, and consultations with Valley Water as needed to complete the 90% design tasks. This sub-task is funded in sub-task 1.8.1.

12.5 **Technical Design Document Update**. Consultant shall prepare and/or update the Basis of Design Report including the Design Criteria, analyses, calculations, etc., as identified in previous task.

12.6 **Draft Bid Items**. Consultant shall update the draft bid items to the 90% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define. Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor's completion of each milestone to be included in the Project specifications.

12.7 **Constructability/Sequencing Requirements for the Contractor**. Consultant shall prepare/update a Construction Sequencing Plan and/or Specifications, which will identify key milestone dates to be met during construction, and will include specific provisions for incorporation into the Contractor's plan, as needed.

12.8 **Commissioning and Training Plans, and Operations and Maintenance Manual**. Consultant shall develop a Commissioning, and Training Plan to prepare Valley Water staff for different operational modes: through the construction milestones, start-up and testing, and through the first year of operation. The plan shall assure the facility can continue to operate through construction and not disrupt the ability to meet its delivery obligations. The Commissioning and Training Plan will assist Valley Water Operations and Maintenance Staff to staff complete their primary daily duties of operating the facility and not be dedicated to supporting the Project. When support is needed from Valley Water Operations and Maintenance Staff, the Commissioning and Training Plan must include roles and responsibilities and be coordinated with the Valley Water Operations and Maintenance Staff prior to finalizing the plan.

Task 12 - Deliverables

1. 90% Plans, and Specifications
2. AACE Class 2 Construction Cost Estimate (Preliminary and Final)
3. 60% Design Comment Resolution Document (Preliminary and Final)
4. Updated Basis of Design Report, Design Criteria Technical Memorandums, and all supporting analyses and calculations, as identified in this Scope of Services (Draft and Final)
5. Updated Draft Bid Sheet and Supporting Technical Memorandum (Draft and Final)
6. 90% Construction Sequencing Plan and Specification (Draft and Final)

7. Commissioning and Training Plan and Operations and Maintenance Manual (Draft and Final). (Preliminary and Final)

Task 13 – Learning Center - Final Design Document Preparation

The 100% Design Set shall be a fully completed, signed, and sealed set of Plans, Specifications and Cost Estimate that is ready for construction bidding. The 90% design set will be revised, as necessary, to address any remaining permitting agency comments.

13.1 100% Plans, Specifications, Cost Estimate and Engineering Documents. Consultant shall prepare and submit 100% Design and Contract Documents (Contract Documents) for Valley Water review, including:

13.1.1 Plans and Specifications that address 90% review comments and design modifications or clarifications, as required.

13.1.2 100% Class 1 Engineer's Estimate as defined by AACE.

13.1.3 The Final Basis of Design Report with all revisions incorporated.

13.1.4 All Engineering Analysis and Calculations completed and checked as per the QA/QC Plan and assembled in accordance with the relevant design analyses sections in the Basis of Design Report.

13.1.5 90% Design Comments Resolution Form.

13.2 Bid Set. Prepare and submit Bid Set including:

13.2.1 Final plans and specifications (signed and stamped), Engineer's Estimate, Basis of Design Report, and Engineering Calculations, if necessary, which include revisions that address and resolve all outstanding issues.

13.3 Design-to-Construction Phase Transition Report. Consultant shall prepare a Design-to-Construction Phase Transition Report.

Task 13 - Deliverables
1. 100% Plans and Specifications,
2. AACE Class 1 Cost Estimate and Engineering Documents (Preliminary and Final)
3. Final Basis of Design Report
4. Engineering Analysis and Calculations
5. 90% Comment Resolution Document
6. Bid Set that includes Final Plans and Specifications (signed and stamped), including Standard Provisions, Special Provisions, Technical Provisions, Appendices, Notice to Bidders, Geotechnical Data Report, Geotechnical Baseline Report, and other bid documents
7. Design-to-Construction Phase Transition Report (Draft, Draft Final, and Final)

Task 13 - Assumptions

1. It is assumed the Consultant will be requested to perform all tasks.
2. To be determined on a Task Order basis.
3. Valley Water will provide a set of Standard and Special Provisions to the Consultant to be incorporated into the Bid Set. The Consultant will not modify the Standard Provisions. Consultant shall provide project-specific information for the Special Provisions as requested by VWPM.

Task 14 – Learning Center - Bid and Award Services

Upon Valley Water's request, Consultant shall assist during the bidding process of the Learning Center by:

14.1 **Bidder's Questions**. Responding to bidders' questions pertaining to the Bid Set within two business days of receipt of Valley Water's written request. Consultant will maintain a log of bidders' questions and responses, including whether any questions require preparing addenda to the Bid Set.

14.2 **Pre-Bid Meeting**. Attending the pre-bid meeting, including a site visit, and assisting with preparation of documents to be distributed at the meeting.

14.3 **Addenda**. Preparing bid document addenda if clarifications or changes to documents in the Bid Set are needed, which includes:

14.3.1 Changes to drawings will be shown on 8.5 x 11 sheets to the extent possible.

14.3.2 Changes to drawings will be signed and stamped and will be provided within five (5) business days of the written request from Valley Water.

14.3.3 During preparation of each addendum, Consultant shall evaluate any construction schedule and cost impact of the addendum and submit to Valley Water for consideration prior to finalizing addendum.

14.4 **Conformed Contract Documents**. Preparing a Conformed Set of construction Contract Documents after construction bids are received for use during construction.

Task 14 - Deliverables

1. Written responses to bidders' questions and associated log
2. Attendance at pre-bid conference, including site visit, and preparation of notes
3. Addenda to bid documents
4. Electronic versions of stamped and signed conformed set of construction Contract Documents
5. Stamped and electronic- or wet-signed conformed set of contract documents (electronic and / or hard copy) for use during Project construction

Task 14 - Assumptions

1. It is assumed the Consultant will be requested to perform all tasks.
2. To be determined on a Task Order basis.
3. Valley Water will provide a set of Standard and Special Provisions to the Consultant to be incorporated into the Bid Set. The Consultant will not modify the Standard Provisions. Consultant shall provide project-specific information for the Special Provisions as requested by VWPM.

Task 15 - Supplemental Services

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

15.1 Specific examples include, but not limited to:

15.1.1 Provide engineering design services for extension of McCarthy Lane and new driveway to provide access to the Learning Center from McCarthy Lane.

15.1.2 Provide early engineering design services, including early preparation of specifications, drawings, and other documents for Owner procurement of long lead equipment, as directed by Valley Water.

15.1.3 Public Outreach Support: Provide technical support related to public outreach, including development of Learning Center exhibit and model designs.

15.1.4 Provide assistance in oversight, operations, and monitoring of the Pilot Facility during the pilot testing phase.

15.2 Additional Services. Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 1 through 14 as Task 15 Supplemental Services, to include but not be limited to:

15.2.1 Additional meetings;

15.2.2 Additional time allotted for meetings;

15.2.3 Additional status/progress reports;

15.2.4 Additional phone conference calls;

15.2.5 Additional pages or copies of technical memoranda, plans, reports, drawings,

and specifications; and

15.2.6 Additional public outreach visual materials.

8. Attachments

The following Schedule D, Scope of Services listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One - Fees and Payments
Attachment Two - Schedule of Completion
Attachment Three - Consultant's Key Staff and Subconsultants
Attachment Four - Reference Materials

SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **$4,499,917** (Not- to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown

The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by Valley Water to the Consultant for Supplemental Services without prior written authorization by Valley Water as stated in this Agreement.

COST BREAKDOWN

Task	Description	Not-to-Exceed Fees
1	Project Management	$327,872
2	Pilot Facility- Data Collection and Investigation	$75,318
3	Pilot Facility - Basis of Design	$166,520
4	Pilot Facility – 30% Design Document Preparation	$373,319
5	Pilot Facility – 75% Design Document Preparation	$528,312
6	Pilot Facility – Final Design Document Preparation	$331,298
7	Pilot Facility – Bid and Award Services	$61,894
8	Learning Center - Data Collection and Investigation	$185,528
9	Learning Center - Basis of Design	$220,831
10	Learning Center – 30% Design Document Preparation	$411,473
11	Learning Center – 60% Design Document Preparation	$408,132
12	Learning Center – 90% Design Document Preparation	$442,653
13	Learning Center – Final Design Document Preparation	$287,001
14	Learning Center – Bid and Award Services	$92,765
15	Supplemental Services	$587,000
	Total Not-to-Exceed Fees	**$4,499,917**

3. Terms and Conditions

SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS

A. Payments for Services performed, as described in this Schedule, which applies to the specific Services, will be based on the following terms:

1) Valley Water will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel, as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.

2) The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics or 2.5%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.

B. **Reimbursable Expenses**

1) All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by Valley Water Project Manager (VWPM) 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 detailed receipts for each other direct expense item(s) with monthly invoices submitted. No markup will be applied to reimbursable expenses, either by the Consultant or by its subconsultants, subcontractors, or vendors. Consultant shall provide invoices for all such services regardless of cost.

2) Equipment purchased on behalf of Valley Water that costs $50 or more must receive the prior written approval of Valley Water Project Manager (VWPM). All equipment purchased on behalf of Valley Water and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.

3) Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager (VWPM). For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air

4) travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager (VWPM) for a different type of vehicle.

5) Expenses incurred by the Consultant, including for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost. The 5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.

6) For staff with rates exceeding the rate of $[RATE LIMIT]/hr, the Consultant must obtain written approval from the Valley Water Project Manager (VWPM) as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]

C. **Prevailing Wage Requirements**

1) The Scope of Services described in Tasks 2 and 8 may be considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.

2) In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at http://www.dir.ca.gov.

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SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS

HOURLY/UNIT RATE TABLE

CLASSIFICATION	HOURLY/ UNIT RATE
Consultant: AECOM	
Billing Rates for Named Individuals based on Project Classifications	
Project Manager (Vijay Sundaram)	$336.11
Project Controls Lead (Dominik Nadolski)	$250.28
Design Manager (Jay Jayakumar)	$336.11
Senior QA/QC Manager (Gabriel Perigault)	$336.11
Architecture V (Bill Goryl)	$236.43
Sustainability Consultant V (Pooja Sannamani)	$194.96
Sr. Automation Specialist (Nader Rezaei)	$178.71
Billing Rates by Classification (AECOM)	
CAD Specialist IV	$183.20
CAD Specialist I	$78.10
Civil Director	$341.40
Civil Engineering I	$113.94
Civil Engineering II	$137.27
Civil Engineering III	$160.82
Civil Engineering IV	$191.65
Civil Engineering V	$236.19
Civil Engineering VI	$301.95
Civil Engineering VII	$336.11
Civil Manager	$236.90
Civil Sr Manager	$289.57
Construction Project Manager II	$150.67
Geologist III	$152.25
Project Controls Analyst II / Admin / WP	$119.75
Project Controls Analyst III	$156.45
Project Controls Manager	$219.56
Technical Director	$319.73
Engineering Manager	$286.98
BIM Lead	$183.14
Lead Land Surveyor	$232.39
SH&E Sr Manager	$208.96
Senior Architect	$204.98

SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS

CLASSIFICATION	HOURLY/ UNIT RATE
Senior Geotechnical Engineer	$209.25
Senior Cost Estimator	$204.33
Project Designer – Arch	$154.16
LEED Specialist	$156.51
Subconsultant: Kennedy Jenks	
Engineer – Scientist – Specialist 9	$348.45
Engineer – Scientist – Specialist 8	$328.78
Engineer – Scientist – Specialist 7	$281.37
Engineer – Scientist – Specialist 6	$257.86
Engineer – Scientist – Specialist 5	$214.74
Engineer – Scientist – Specialist 4	$183.27
Engineer – Scientist – Specialist 3	$171.38
Engineer – Scientist – Specialist 2	$138.41
Engineer – Scientist – Specialist 1	$102.98
CAD Technician	$134.10
Project Assistant	$143.67
Subconsultant: Cotton, Shires & Associates, Inc.	
Principal	$304.67
Supervising	$253.10
Senior Staff	$187.48
Staff	$145.29
Subconsultant: EXARO Technologies Corporation	
Operations Manager	$223.47
Project Manager	$239.04
Project Coordinator	$142.03
Lead Foreman	$172.14
Foreman	$151.56
Technician	$134.13
Subconsultant: HydroScience Engineers, Inc.	
Principal / Civil Lead	$315.00
Electrical Lead (Engineer VIII)	$295.00

SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS

CLASSIFICATION	HOURLY/ UNIT RATE
Electrical / Civil Engineer (Engineer V)	$255.00
Design Support (Engineer II)	$215.00
Drafter / BIM / CAD Manager	$169.00
Subconsultant: M Lee Corporation	
Cost Estimator	$124.70
Senior Estimator I	$209.49
Senior Estimator II	$220.71
Senior MEP Estimator	$204.50
Lead Estimator I	$240.66
Chief Estimator	$249.39
Subconsultant: Merrill Morris Partners	
Principal Landscape Architect	$281.01
Sr. Associate Landscape Architect III	$181.10
Landscape Designer V	$138.10
Landscape Designer IV	$128.02
Landscape Designer III	$112.59
Subconsultant: SOHA Structural Engineers	
Project Manager	$230.00
Sr. Project Engineer	$173.00
Project Engineer 3	$162.00
Project Engineer 2	$152.00
Drafter / BIM Lead	$152.00
Drafter / BIM	$123.62
Subconsultant: Weston & Associates	
Senior Principal	$220.00
Principal	$210.00
Senior Engineer / Project Manager	$200.00
Engineer 2	$175.00
Engineer 1	$165.00
Senior Designer	$180.00
Designer 2	$155.00
Drafter	$115.00

SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS

CLASSIFICATION	HOURLY/ UNIT RATE
Senior Administration	$75.00
Administration / Clerical	$50.00

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SCHEDULE D
ATTACHMENT TWO
SCHEDULE OF COMPLETION

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.

2. This Agreement expires 30 months after the Effective Date, unless Valley Water, at its sole discretion, extends the term of the Agreement by exercising its two one-year option periods. An extension of the term of this Agreements must be in the form of a written amendment signed by both Parties.

3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Duration of Agreement
2	Pilot Facility – Data Collection and Investigations	4
3	Pilot Facility – Basis for Design	4
4	Pilot Facility – 30 Percent Design Document Preparation	6
5	Pilot Facility – 75 Percent Design Document Preparation	8
6	Pilot Facility – Final Design Document Preparation	10
7	Pilot Facility – Bid and Award Services	18
8	Learning Center – Data Collection and Investigations	9
9	Learning Center – Basis for Design	9
10	Learning Center – 30 Percent Design Document	12
11	Learning Center – 60 Percent Design Document	16
12	Learning Center – 90 Percent Design Document	19
13	Learning Center – Final Design Document Preparation	22
14	Learning Center – Bid and Award Services	30
15	Supplemental Services	Duration of Agreement

SCHEDULE D
ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

1. Consultant's key staff assigned to the Project are as follows:

Team Member	Classification	Project Role	Contact Information (Address, Phone and Email)
Vijay Sundaram	Project Manager	Project Manager	2020 L St, Sacramento, CA 95811 Ph. 916 846 1796 Email: Vijay.Sundaram@aecom.com
Dominik Nadolski	Project controls Lead	Project Controls	2020 L St, Sacramento, CA 95811 Ph. 626 710 2989 Email: Dominik.Nadolski@aecom.com
Jay Jayakumar	Design Manager	Design Manager	999 W Town & Country Rd, Suite 300 Orange, CA 92868 Ph. 562 405 6802 Email: Jay.Jayakumar@aecom.com
William (Bill) Goryl	Architecture V	Architectural Lead	150 California St San Francisco, CA Ph. 415 908 6104 Email: Bill.Goryl@aecom.com
Pooja Sannamani	Sustainability Consultant	LEED Certification	150 California St San Francisco, CA Ph. 714 902 4505 Email: pooja.sannamani@aecom.com
Nader Rezai	Sr. Automation Specialist	O&M Manuals, Training Plan	999 W Town & Country Rd, Suite 300 Orange, CA 92868 Ph: 512 999 1720 Email: Nader.Rezai@aecom.com

2. The following Subconsultants and Subcontractors are authorized to perform Services pursuant to this Agreement:

Firm	Project Role	Contact Information (Address, Phone and Email)
Kennedy Jenks	Project Management, Pilot Facility Lead, I&C Design Lead, Process Mechanical design	275 Battery St, Suite 550 San Francisco, CA 94111 Contact: Todd Reynolds Ph: (415) 243-2453 Email: ToddReynolds@KennedyJenks.com

SCHEDULE D
ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Cotton, Shires & Associates, Inc.	Geotechnical Investigations	646 University Ave Los Gatos, CA 95032 Contact. David Schrier Ph: 408 354 5542 Email: DSchrier@cottonshires.com
Exaro Technologies Corporation	Underground Utility Investigations (Potholing)	1831 Bayshore Highway Burlingame, CA 94010 Contact. Arthur Servin Ph: 559 824 5686 Email: ase@exarotec.com
HydroScience Engineers, Inc.	Civil and Electrical Design for Pilot Facility and Learning Center	741 Allston Way Berkeley, CA 94710 Contact. Curtis Lam Ph: 510 540 7100 Email: clam@hydroscience.com
M Lee Corporation	Cost Estimating for Pilot Facility and Learning Center	601 Montgomery St, Suite 2040, San Francisco, CA 94111 Contact. Emily Liu Ph: 415 693 0236 Email: eliu@mleecorp.com
Merrill Morris Partners	Landscape Architecture Design for Learning Center	155 Filbert St Suite 206 Oakland CA 94607 Contact. John Pottis Ph: 510 277 3400 Email: jpotis@merrill-morris.com
Soha Structural Engineers	Structural Design for Pilot Facility and Learning Center	594 Howard St., Suite 400 San Franciso, CA 94105 Contact: Larry Chambers Ph: 415 989 9900 Email: lchambers@soha.com
Weston & Associates	HVAC and Plumbing Design for Learning Center	601 University Ave, Suite 260 Sacramento, CA 95825 Contact: David Weston Ph: 916 482 0820 Email: dweston@weston-me.com

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SCHEDULE D
ATTACHMENT FOUR
REFERENCE MATERIALS

Ref No.	Description
1	Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) (FC 1650)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf
3	San Jose Purified Water Project Demonstration Facility Planning Report
4	SVAWPC Site Plans
5	Microsoft Parking Lot Plans
6	Preliminary Geotechnical Design Report – Advanced Water Purification Facility Project North San Jose
7	Preliminary Tree Survey
8	Hazardous Substance Liability Assessment San Jose Purified Water Project Phase 1
9	Valley Water CADD Standards
10	Field and Topographic Survey Data
11	Title report
12	Alviso Master Plan (December 1998)

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Table 1 – Summary of Tasks and Budget for
Proposed Consultant Agreement with AECOM Technical Services, Inc.

Task	Description	Budget
1	Project Management	$327,872
2	Pilot Facility- Data Collection and Investigation	$75,318
3	Pilot Facility - Basis of Design	$166,520
4	Pilot Facility – 30% Design Document Preparation	$373,319
5	Pilot Facility – 75% Design Document Preparation	$528,312
6	Pilot Facility – Final Design Document Preparation	$331,298
7	Pilot Facility – Bid and Award Services	$61,894
8	Learning Center - Data Collection and Investigation	$185,528
9	Learning Center - Basis of Design	$220,831
10	Learning Center – 30% Design Document Preparation	$411,473
11	Learning Center – 60% Design Document Preparation	$408,132
12	Learning Center – 90% Design Document Preparation	$442,653
13	Learning Center – Final Design Document Preparation	$287,001
14	Learning Center – Bid and Award Services	$92,765
15	Supplemental Services	$587,000
Proposed Not-to-Exceed Amount (Tasks 1 through 15)		**$4,499,917**

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STANDARD CONSULTANT AGREEMENT

Terms and Conditions Template (Capital)
6/1/2024 – 12/31/2025

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District), and AECOM TECHNICAL SERVICES, INC, a Delaware Corporation (Consultant), individually the Party or collectively the Parties.

WHEREAS, Valley Water desires certain services hereinafter described and Consultant affirms it has the requisite experience and expertise, and desires to provide such services.

NOW, THEREFORE, Valley Water and Consultant, for the consideration and upon the Terms and Conditions specified, agree as follows:

SECTION ONE

SCOPE OF SERVICES

The Scope of Services (Services) to be performed pursuant to this Agreement is described in the Schedule(s), Scope of Services, attached hereto and incorporated herein by this reference (Schedule(s)). Services described in each Schedule are considered a Scope of Services that is separate and apart from the Scope of Services described in another Schedule.

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

A. Each Scope of Service described in an attached Schedule(s) must be performed by Consultant, or at its direction, to meet the purposes specified in this Agreement. References to “Consultant” herein include those performing any portion of the Services at its direction such as Subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals. Consultant will collaborate with Valley Water staff in engineering, asset management, operations, and maintenance units to be made aware of Valley Water operational constraints, procedures, or preferences relevant to Consultant’s performance of the Services described in the attached Schedule(s).

B. Unless the requirements for the Services described in the attached Schedule(s) are specifically modified in writing, Consultant must perform Services and provide all deliverables as required.

C. Consultant shall not undertake any Services not described in the attached Schedule(s) unless authorized in writing by Valley Water prior to the performance of such Services by issuance of a Task Order or pursuant to an amendment to this Agreement signed by both Parties.

2. Consultant Controlled Areas

Consultant is responsible for the security and safety of the area(s) it controls wherein it is required to perform field operations pursuant to the Scope of Services.

3. Licensing

Services performed by Consultant will be undertaken only by persons appropriately licensed, certified, or registered in California, as applicable to the Services described herein, when required by statutes or regulations, as well as pursuant to the relevant standard of care as described in Section Two, Duties of Consultant, subsection 11. Standard of Care. Examples of such Services include those performed by: California State Licensed Contractors, Professional Engineers and Architects, Inspectors, and Surveyors. Consultant shall make available upon Valley Water's request documentation of qualifications and licensing of personnel performing Services described herein. Consultant must be registered with the California Department of Labor Standards Enforcement if the Services or a portion thereof is determined to be "Public Works" pursuant to California Labor Code §1720(a)(1).

4. Valley Water's Approval of Deliverables

Deliverables prepared by Consultant, notwithstanding acceptance and approval by Valley Water, which Valley Water determines must subsequently be modified due to errors or omissions, will be corrected at no additional cost to Valley Water.

5. Errors and Omissions

The Services may include preparation of deliverables by Consultant to be implemented in a public works construction project. Consultant is responsible for any direct or actual damages incurred by Valley Water which Valley Water determines result from Consultant's errors or omissions in Consultant's deliverables, including, but not limited to, any increase in Valley Water's payment(s) due to its construction contractor, which increase is directly attributable to required revisions to the construction Contract Documents to the extent caused by Consultant's negligent acts, errors, or omissions.

6. Valley Water Standardization Requirements

A. Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.

B. Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the

standards are retained during the conversion process used by Consultant.

7. Consultant's Key Staff and Subconsultants

A. Consultant's Key Staff and firms subcontracted by Consultant (Subconsultants) assigned to perform the Services are identified in the Schedule(s), Scope of Services, Attachment Three, Consultant's Key Staff and Subconsultants.

B. The Project team organization chart and delegated responsibilities of each team member will be submitted to Valley Water for concurrence.

C. Consultant may utilize Subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.

1) Consultant must obtain Valley Water's approval of all Subconsultants. Upon Valley Water's request, Consultant must provide copies of all Subconsultant agreements.

2) Consultant must require its delegates or Subconsultants to agree, in writing, to adhere to Terms and Conditions of this Agreement.

D. Any delegation or use of Subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.

E. If any of Consultant's designated key staff persons or Subconsultants fail to perform to the satisfaction of Valley Water, on written notice from Valley Water, Consultant will have 15 calendar days to remove that person from the Project and provide a replacement acceptable to Valley Water.

F. Consultant will not charge Valley Water for the time it takes Consultant's replacement personnel to obtain Valley Water-specific Project knowledge in the possession of the person(s) being replaced.

G. Consultant's Key Staff: Valley Water's authorized representative may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.

H. Consultant's Subconsultants

1) Valley Water's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the Scope of Services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.

2) Valley Water's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same Scope) or a new Subconsultant is added (to perform new Scope), provided the firm complies with all insurance requirements established by Valley Water for such work; such approval will be confirmed in writing.

8. Compliance with All Laws

A. Consultant's performance must be in compliance with the most current versions of any

and all laws relevant to the Services it performs pursuant to this Agreement, including, but not limited to adherence to: all applicable governmental laws, statutes, ordinances, rules, codes, regulations, orders, and other requirements; governmental requirements applicable to state and federal compliance with the Professional Land Surveyors Act; state and federal Endangered Species Act; state and federal water quality laws; and all other state and federal laws or regulations regarding environmental protection and compliance, health, safety, wages, hours, equal employment opportunity, nondiscrimination, working conditions, and transportation. In the event that Valley Water's assistance is necessary to achieve such compliance, Consultant shall promptly notify Valley Water.

B. Consultant shall provide, at Valley Water's request, documentation demonstrating Consultant's compliance with all laws as described herein. After reasonable notice and according to reasonable conditions, Valley Water has the right to inspect and copy any records of Consultant regarding such compliance.

C. Consultant represents and warrants that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal government department or agency.

9. Occupational Safety and Health

A. Consultant will perform the Services in compliance with the most current versions of all laws, standards, rules, and regulations of the Occupational Safety and Health Act, and all state and federal laws and regulations relating to safety and health standards. Consultant shall perform the Services in compliance with, will furnish only supplies, articles, and equipment that comply with such laws, standards, and regulations.

B. Consultant shall immediately notify Valley Water in the event of any personal injury accident or occurrence occurring during the performance of the Services. Upon Valley Water's request, Consultant shall provide Valley Water with documentation fully describing the accident and injury and the actions implemented to prevent similar occurrences.

10. Consultant as Independent Contractor

Consultant will perform all Services as an independent contractor and not an agent or employee of Valley Water. Consultant represents and warrants that it and its contractors who are performing any of the Services as Subconsultants will perform such Services as an independent contractor, and neither Consultant nor Subconsultants nor their employees are the servants, agents or employees of Valley Water. Except as expressly provided in this Agreement, Valley Water exercises no direction, supervision or control over Consultant, its employees, agents, or Subconsultants.

11. Standard of Care

A. Consultant must possess and maintain during the term of this Agreement all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all Services and prepare all deliverables in accordance with those standards and practices of care, skill, and diligence that are

generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such Services are rendered.

B. Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two, Duties of Consultant, subsection 8. Compliance with All Laws.

C. Consultant and its Subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements as per the provisions of Section Two, Duties of Consultant, subsection 8. Compliance with All Laws.

SECTION THREE

DUTIES OF VALLEY WATER

1. Available Data

Valley Water will make available to Consultant all data and information in its possession and control and which it deems necessary to the preparation of the deliverables specified in the Schedule(s). Valley Water will actively aid and assist Consultant in obtaining such information from other agencies and individuals as it deems necessary. Valley Water is not responsible for providing data and information that it does not possess.

2. Review of Deliverables

A. Valley Water will designate a Project Manager (Valley Water Project Manager) for purposes of administering and managing this Agreement.

B. Consultant’s progress in completing the Services will be reviewed by Valley Water Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of Valley Water.

C. Consultant must notify Valley Water in writing when it completes each deliverable described in the Schedule(s) and provide Valley Water with said deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by Valley Water. Within 30 calendar days of receipt of each deliverable, Valley Water will either (1) notify Consultant that Valley Water accepts the deliverable, or (2) notify the Consultant that the deliverable is not acceptable and must be revised.

D. If Valley Water advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to Valley Water, those deficiencies as soon as possible and shall notify Valley Water upon completion of the revised deliverable and submit to Valley Water.

E. Valley Water will then review the revised deliverable and within 30 calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to Valley Water and this process will continue until Consultant has corrected all deficiencies identified by Valley Water.

F. None of the proposed changes or revisions or anything else in this Agreement will be

construed to relieve the Consultant of professional or legal responsibility for the performance of the Services as otherwise required by the Terms and Conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions, as determined by Valley Water, will not result in additional costs or expenses to Valley Water.

3. Access to Valley Water Facilities

Valley Water will facilitate access to Valley Water facilities as required for the Consultant to perform the Services.

SECTION FOUR

FEES AND PAYMENTS

1. Total Fixed Not-to-Exceed Fees

A. Payment for all Services performed by Consultant to the satisfaction of Valley Water, as described in the Schedule(s) will be based on the hourly rates, subject to the Total Fixed Not-to-Exceed (NTE) Fees stated in the Schedule, Attachment One, Fees and Payments, for completion of the associated tasks. Valley Water will make payments to Consultant according to the terms provided for herein and in the Schedule, Attachment One, Fees and Payments. Payments made by Valley Water to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, and reimbursable expenses, incurred by the Consultant to perform the Services.

B. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, remaining funds previously budgeted for tasks that are completed, reduced, or deleted, may be reallocated to tasks that have not yet been completed, provided the Agreement Total Not-to-Exceed Fee is not exceeded. Transferring funds from a task not yet completed to a different task is not permitted.

C. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, the Scope of Services described in a task may be reduced, revised, or deleted. If the Scope of Services of a task is reduced or deleted, the portion of the funds attributed to that reduced or eliminated task may be reallocated to existing tasks, or transferred to a Supplemental Services task, if provided for herein.

D. Any reduction or deletion of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to Valley Water.

E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.

F. Automobile travel mileage expenses will be paid at the current Internal Revenue Services (IRS) rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm addresses, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water,

to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto, and include the following:

1) Employee classification and name itemized with all labor charges by Service task;

2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;

3) A description of the site where Services were performed, if applicable;

4) The name of Valley Water staff requesting Services;

5) The dates when Services were performed;

6) Other direct charges and expenses by Service task;

7) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in the Schedule(s), Attachment One, Fees and Payments, and/or Task Orders; and

8) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both the Consultant and its Subconsultants.

B. Before submitting monthly invoices, a draft invoice (in Adobe PDF format) will be provided in electronic format by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, Consultant will email the complete, signed, and dated electronic copy invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent final approval of the electronic copy invoice, but is intended to reduce potential for re-submittals of electronic copy invoice by Consultant.

C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Schedule, Attachment Two, Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with the Schedule, Attachment One, Fees and Payments. The progress report shall document Services completed, the execution of the tasks described in this Services, and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services.

1) The monthly progress report shall include:

a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;

b. A look-ahead schedule listing deliverables and activities planned for the next two months;

c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;

d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;

e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;

f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;

g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;

h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and

i. Any changes in Consultant's key staff or Subconsultants.

D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.

E. Consultant shall submit all invoices through Projectmates or other document control system designated by Valley Water. All inquiries regarding Projectmates must be directed to Valley Water's Capital Project Management and Project Controls Program (CPMPC@valleywater.org).

F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice and corresponding attachments contain the following information:

1) Agreement number;

2) Consultant Invoice number in the following format: Agreement Number followed by a three-digit consecutive numbering sequence and separated by a period. For example, A1234A.001, A1234A.002, etc.

3) Full legal name of Consultant/Firm;

4) Payment remit-to address;

5) Invoice date (the date invoice is emailed);

6) Detailed description of Services provided, including the "distribution account(s)" for those Services;

7) Number of hours spent by each person performing services and a brief description of the services performed by each person; and

8) Beginning and end date for billing period that services were provided.

G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in the Schedule, Attachment One, Fees and Payments, which applies to the specific Scope of Services.

H. Valley Water Project Manager will review Consultant's written invoice within five Valley Water business days of receipt, address any questions with Consultant's Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.

I. Invoice Disputes

1) Valley Water may in good faith assert a bona fide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant pursuant to this Agreement is subject to a bona fide dispute between the Parties, within 30 calendar days of Consultant's submission of an invoice in which a disputed amount is included, Valley Water will notify Consultant in writing of the specific items in dispute, and will describe Valley Water's reason(s) for disputing each such item.

2) Consultant and Valley Water Project Manager must act in good faith to resolve the dispute in a timely manner. If the dispute is not resolved by Consultant and Valley Water Project Manager within 30 calendar days of Consultant receiving Valley Water's written notice of dispute, Consultant and Valley Water will attempt to resolve the dispute pursuant to the Standard Consultant Agreement, Appendix Two, Dispute Resolution.

J. Consultant's services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.

K. Consultant shall ensure that its personnel performing Services pursuant to this Agreement document their time doing so.

3. Prevailing Wages

A. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code §1771, et. seq. and the applicable implementing regulations. If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

B. Labor Code §1720 provides as follows:

"(a) As used in this chapter, "public works" means all of the following:

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems."

C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.

D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.

F. All records or documents required to be kept verifying statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, in electronic or hard copy format, at Valley Water's discretion, and hard copies made available at any time during regular business hours, upon written request by Valley Water.

G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

Prior to Valley Water executing a Task Order for Services involving public works, as defined herein, Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by Valley Water, that Consultant and its Subconsultant(s) are in compliance with the California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements.

4. Retention

A. Unless otherwise specified in the Schedule(s), Attachment One, Fees and Payments, when the total compensation payable pursuant to this Agreement, ten percent of each invoice will be withheld by Valley Water and not paid to Consultant until 30 calendar days after the assigned Valley Water representative signs the final approval for all Services/deliverables as stated in the applicable Schedule, Attachment Two, Schedule of Completion, and Section Three, Duties of Valley Water, subsection 2. Review of Deliverables.

B. Provided that at any time after 50% of the work has been completed, Valley Water may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50% of the work will continue to be withheld until final Agreement close out.

C. Consultant may request, and Valley Water may consider and approve, release of retention withheld by Valley Water.

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

Consultant will commence performing the tasks described in this Agreement, in accordance with the attached Schedule(s), Scope of Services, upon receipt of the Notice to Proceed (NTP) issued by Valley Water.

2. Project Schedule Table

Consultant will perform and complete the services described in the Scope of Services in accordance with the Project Schedule table (Project Schedule) as stated in the Schedule, Attachment Two, Schedule of Completion. Consultant will coordinate services with Valley Water to provide the timeline of all tasks and subtasks, including the site visits, document review, meetings, and deliverables.

3. Monitoring of Project Schedule

The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of tasks and deliverables are subject to advance written approval by Valley Water.

4. Project Delays

Consultant will make all reasonable efforts to comply with the Project Schedule as stated in the Schedule, Attachment Two, Schedule of Completion. In the event the Project Schedule will be delayed, Consultant will notify Valley Water Project Manager as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, Valley Water may, at its discretion, grant a reasonable adjustment in the Project Schedule.

5. Changes to the Project Schedule

Valley Water Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modifications in writing.

SECTION SIX

AGREEMENT MODIFICATIONS

The Parties may agree to modify the Terms and Conditions of this Agreement by executing a written amendment hereto.

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination

This Agreement encompasses all Services that Consultant is responsible to perform within the time limits and Not-to-Exceed Fees set forth herein. Consultant will not undertake to provide Services where it reasonably appears that the Services cannot be provided and expenses cannot be incurred within said total compensation limit and the applicable Not-to-Exceed Fees of any Task Order.

2. Valley Water Rights

A. Suspension: Valley Water may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. Valley Water may subsequently terminate this Agreement or any Task Order for convenience or determine to proceed. If a decision to proceed is not made within 90 days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice to Proceed or Task Order.

B. Termination for Convenience: Valley Water may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for Valley Water's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in Section Seven, Term and Termination, subsection 3. Consultant's Compensation upon Termination or Suspension.

C. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 30 days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from Valley Water specifying such failure or violation, Valley Water will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or

expenses beyond the specified termination date.

D. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been implemented for Valley Water's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.

E. The rights and remedies provided herein to Valley Water are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

3. Consultant's Compensation upon Termination or Suspension

In the event of termination of this Agreement or any Task Order, or suspension of Services by Valley Water, Consultant shall receive compensation based on satisfactory performance, accepted by Valley Water, as follows:

A. Direct Labor: Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination;

B. Other Direct Costs and Expenses: Consultant shall be entitled to receive compensation for all authorized other direct costs and expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination; and

C. In no event shall the total compensation paid for any item of Service exceed the payment specified in the Agreement or applicable Task Order for that item of Service.

4. Survival

The Terms and Conditions of this Agreement, that by their context and a standard of reasonableness, are intended to survive termination, suspension, completion, and expiration of this Agreement, shall survive, including but not limited to, the following Sections and subsections: Independent Contractor Status, Confidentiality, Indemnification, Insurance Requirements, and Dispute Resolution, as well as any Consultant representations and warranties.

SECTION EIGHT

INDEMNIFICATION

1. Notwithstanding any other provision of this Agreement, Consultant agrees to indemnify, defend and hold harmless Valley Water, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including, without limitation, interest, penalties and reasonable attorney's fees), fines, taxes, levies, imposts, assessment, demands, damages or judgments of any kind or nature, whether in law or equity (including, without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent

they arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct.

2. The foregoing does not limit any strict liability imposed on the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.

SECTION NINE

INSURANCE REQUIREMENTS

Insurance requirements applicable to this Agreement are set forth in the Standard Consultant Agreement, Appendix Four, Insurance Requirements. Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, all insurance coverages as detailed in the Standard Consultant Agreement, Appendix Four, Insurance Requirements, and comply with all provisions stated therein.

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. Valley Water Ownership

All deliverables and other materials prepared by Consultant, including computer programs and media developed by the Consultant, to perform the Services, during the term of this Agreement, will be and remain the property of Valley Water following payment in full to Consultant for each task or portion of a completed task, or in accordance with Section Seven, Term and Termination. In the event the work is not completed, the completed portions thereof will become the property of Valley Water. Consultant will provide Valley Water with such deliverables and material at appropriate times during this Agreement. Consultant may retain a copy for its records. Consultant does not convey, assign, or transfer the intellectual property rights it has, so as to limit its ability or right to develop, design, or provide services on other projects of or for its other clients.

2. Reuse of Instruments of Service

If Valley Water desires to reuse the completed plans, specifications, or other deliverables, in total or in part, on project sites associated with this Agreement, or any other site, or to complete any incomplete portion of construction documentation which Valley Water has already paid Consultant, Valley Water will release Consultant from any liability incurred by Valley Water from reusing said deliverables.

3. Copies of Data

Copies of data exchanged by, through, and between Valley Water and Consultant that may be relied upon are limited to printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished are only for the mutual convenience of the Parties.

4. Computer-Generated Material

Any risk of translation or reliance on information obtained or derived from computer-generated material is at the user's sole risk, and no representations are made, either express or implied, as to the long-term performance of data thus transferred.

5. Work for Hire

Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to Valley Water by Consultant according to the Terms of this Agreement, in or by any medium is deemed to be "work for hire" according to the copyright laws of the United States and the copyright belongs to Valley Water.

6. Copyright Claims

Co-venturers, subcontractors, Subconsultants, suppliers, and vendors to Consultant are likewise bound by these copyright terms. Valley Water makes no copyright claim and requires no release for copyrighted material or trademarked names used incidentally by Consultant.

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

Valley Water is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

2. Compliance with Applicable Equal Opportunity Laws

Consultant's policy must be in conformance with applicable state and federal guidelines including the Federal Equal Opportunity Clause, 41 Code of Federal Regulations, Part 60-1, §60-1.4; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

3. Investigation of Claims

Consultant must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Consultant must conduct a fair, prompt, and thorough investigation of all allegations directed to Consultant by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective action against the offender.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

This Agreement, which includes the Terms and Conditions, Appendices, the Schedule(s), Schedule(s)' Attachments, and all executed Task Orders, represents the entire understanding between the Parties hereto relating to the Services described in this Agreement and its executed Task Orders, which are incorporated herein by this reference, and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing as stated herein. To the extent that any Schedule conflicts with this Agreement, this Agreement shall control.

2. Formation of Agreement

A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of Valley Water. Valley Water Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by Valley Water.

B. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:

1) Execution of the Agreement by Consultant;

2) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required insurance coverages and documents;

3) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required Form 700 documents, if applicable;

4) Submission by the Consultant, and acceptance by Valley Water, of all required Non-Disclosure Agreements (NDA) as provided in the Schedule(s), Attachment Four, Reference Materials, if applicable;

5) Submission by the Consultant, and acceptance by Valley Water, of a Health and Safety Plan, if applicable;

6) Any other requirements that are deemed necessary by Valley Water; and

7) Execution of the Agreement by Valley Water.

3. No Assignment

A. The expertise and experience of Consultant are material considerations for Valley Water's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without prior written consent of Valley Water in the form of an amendment executed by the Parties, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of monies due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of Valley Water.

B. In no event shall an assignment of any interest in this Agreement release the Consultant from its duties and responsibilities as described in this Agreement nor shall the Consultant be released from liability created by the provision of Services as described in this Agreement until such assignment takes effect. Any attempted or purported assignment without Valley Water's written consent in the form of an amendment executed by the Parties is null and void.

4. Reasonableness

Discretionary actions or approvals to be performed by the Parties will be exercised in a reasonable manner.

5. Gifts

Consultant hereby acknowledges that Valley Water policy prohibits the acceptance by Valley Water personnel of gifts of any kind from its contractors, consultants, suppliers or vendors. Consultant shall honor this policy by not sending or bringing gifts to Valley Water.

6. Audits

Consultant agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide Valley Water and its agent(s) with any relevant information requested, in electronic and hard copy format, at Valley Water's discretion, and will permit Valley Water and its agent(s) access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees (alternatively, by phone at Valley Water's discretion) and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation or subject to audit, such as by a government agency, providing Valley Water with grant funds to pay for Consultant's services, for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three years after final payment as provided for in this Agreement.

7. Force Majeure

Neither Party will be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, utility or communication delays, or failures not caused by such Party's negligence or fault, accidents not caused by such Party's negligence or fault,

labor disputes, war, or failure of the other Party to provide data as required pursuant to this Agreement.

8. Binding Effect

This Agreement is binding on the heirs, executors, administrators, successors, and assigns of the Parties.

9. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed, and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California. The Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

10. Confidentiality

A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about Valley Water's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.

B. Consultant understands and acknowledges that Valley Water staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately.

C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its Subconsultants authorized by Valley Water to have the information.

D. Consultant will notify Valley Water immediately of any request by any third party to have access to confidential information and will not disclose the requested information without first receiving express written authorization from Valley Water.

E. Notwithstanding the aforementioned Confidentiality requirements, upon the request of Valley Water Project Manager, Consultant, and its Subconsultants shall execute Valley Water's most current Non-Disclosure Agreement in effect at that time.

F. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

11. Release of Information Prohibited

Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized Valley Water personnel. Consultant will not release any information pertinent to the Project for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from Valley Water. Any media

inquiry at any time to Consultant relating to any matter concerning Services provided or requested to be provided pursuant to this Agreement will be referred immediately to Valley Water. Consultant will not communicate with the media regarding any such matter.

12. Conflict of Interest

A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.

B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to Valley Water, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.

C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant, shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.

D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon Valley Water's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:

1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by Valley Water, an Assuming Office Statement. The Assuming Office Statement shall be filed:

   a. Within 30 calendar days of the effective date of this Agreement; or

   b. Within 30 calendar days of Consultant hiring, adding, or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement;

2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by Valley Water, an amendment to their Form 700 any time there is a need to correct or change disclosure information;

3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by Valley Water, during the annual filing season, as determined by Valley Water;

4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming

Office Statement, shall file, in a manner prescribed by Valley Water, a Leaving Office Statement with Valley Water when one of the following occurs:

a. Upon termination of this Agreement; or
b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in Valley Water's Conflict of Interest Code);

5) Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to Valley Water pursuant to the California Political Reform Act, Government Code §81000 et. seq. and §1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from Valley Water Project Manager, Consultant will have 15 calendar days to remove said employee(s), officer(s), agent(s), Subconsultant(s)' and subcontractor(s)' employee(s) from the Project and provide a replacement acceptable to Valley Water;

6) The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by Valley Water is deemed a material breach and may result in termination of the Agreement for cause.

13. Task Orders

A. Some tasks and Services may be assigned to the Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to the Consultant by Valley Water Project Manager, Consultant will prepare a proposed Task Order (see Standard Consultant Agreement, Appendix Three, Task Order Template). The proposed Task must identify the following:

1) Description of the Services, including deliverables;

2) The total Not-to-Exceed Fees for Consultant to complete the Services, including estimated number of hours per assigned staff to complete the Services;

3) Proposed staff that will be assigned to complete the Services, including resumes if not previously provided to Valley Water's Project Manager;

4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;

5) Schedule for completing the Services; and

6) Copies of applicable state and federal permits required to complete the services, unless previously provided to Valley Water.

B. Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both Valley Water's authorized representative referenced in the Standard Consultant Agreement, Appendix One, Additional Legal Terms, and Consultant's authorized representative.

C. Consultant must not commence performance of work or services on a Task Order until it has been approved by Valley Water's authorized representative and Notice to Proceed has been issued by Valley Water Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by Valley Water for an individual Task Order will not exceed the amount agreed to in the Task Order.

D. Prevailing Wage Requirements: The Scope of Services may be considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages, and Appendix Three, Task Order Template.

14. Good Neighbor

Valley Water always strives to be a good neighbor to the community adjacent to its facilities. Consultant will ensure that disturbance to neighbors is minimized. Consultant, its staff, and Subconsultants will always interact with the members of the public in a polite and professional manner.

15. Governmental Permits and Notifications

Unless otherwise expressly stated herein or in an executed Task Order, Consultant represents and warrants that it has investigated the need for, and has or will procure, at its cost, and in its own name to the extent allowed by law, all governmental permits, notifications, approvals and inspections required for the performance of the Services. Consultant shall promptly notify Valley Water if any such permit or approval lapses or is modified or revoked. If, pursuant to applicable law, any such permits or approvals must be procured in Valley Water's name, Consultant shall promptly so inform Valley Water and assist Valley Water in obtaining such permits or approvals.

16. Taxes and Benefits

Consultant has full and exclusive liability for the payment of, and Consultant will pay, any and all taxes and contributions for unemployment insurance, retirement benefits, workers' compensation insurance or benefits, life insurance, pensions, annuities and similar benefits and any other employment-related costs, obligations, and duties that may now or hereafter be imposed by law, collective bargaining agreements or otherwise with respect to persons employed by Consultant for the performance of Services pursuant to this Agreement.

17. Nonwaiver of Rights

The failure of either Party to this Agreement to object to or to take affirmative action with

respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.

18. 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.

19. 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.

20. Debt Limitation

This Agreement is contingent on the appropriation of sufficient funding by Valley Water for the services described in this Agreement. Valley Water 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 Valley Water to appropriate funds for purposes of this Agreement.

21. Notices

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices are deemed to have been given when made in writing and when delivered or mailed to the representatives of Valley Water and Consultant at their respective addresses as follows:

VALLEY WATER:

Deputy Operating Officer, as listed in the attached Schedule, Scope of Services, Section 1. Representatives.

CONSULTANT:

Consultant Principal Officer, as listed in the attached Schedule, Scope of Services, Section 1. Representatives.

22. Appendices

The following list of Standard Consultant Agreement Appendices are incorporated herein by this reference as though set forth in full:

Appendix One - Additional Legal Terms
Appendix Two - Dispute Resolution
Appendix Three - Task Order Template
Appendix Four - Insurance Requirements

23. Schedule(s) and Attachments

Schedule CM, D, E, EP, P, PM or ESDC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One - Fees and Payments
Attachment Two - Schedule of Completion
Attachment Three - Consultant's Key Staff and Subconsultants
Attachment Four - Reference Materials

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: _____
Tony Estremera
Chair, Board of Directors

Date: _____

ATTEST:

_____
Candice Kwok-Smith
Clerk, Board of Directors

AECOM TECHNICAL SERVICES, INC
Consultant

By: DocuSigned by: Mourad Attalla 62EEAA705693449...
Mourad Attalla, PhD, PE, SE
Vice President

Date: 6/4/2026

Consultant's Address:
300 Lakeside Drive, Suite 400
Oakland, California 94612

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STANDARD CONSULTANT AGREEMENT
APPENDIX ONE
ADDITIONAL LEGAL TERMS

1. Dispute Resolution

If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in the Standard Consultant Agreement, Appendix Two, Dispute Resolution.

2. Small Business Enterprise (SBE) Outreach Program Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be 30**%** or more of the Total Not-to-Exceed Fees stated in the Standard Consultant Agreement, Attachment One Fees and Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.

3. Task Order Approvals

A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by Valley Water.

B. Task Orders are subject to approval by Valley Water Deputy Operating Officer unless delegated to an Assistant Operating Officer and/or Unit Manager.

C. Valley Water Assistant Operating Officer is authorized to approve individual Task Orders in an amount not-to-exceed $[authorization amount]. [NOT USED]

D. Valley Water Unit Manager is authorized to approve individual Task Orders in an amount not-to-exceed $[authorization amount]. [NOT USED]

E. The total not-to-exceed amount for any one Task Order shall not exceed $[NTE Amount]. [NOT USED]

4. Federally Required Clauses

Valley Water entered into a Water Infrastructure Finance and Innovation Act (WIFIA) loan agreement with the U.S. Environmental Protection Agency (EPA) for the Project. The WIFIA established a federal credit program (WIFIA program) authorizing EPA to provide direct loans and loan guarantees to eligible borrowers for water infrastructure projects. All contracts issued for a project receiving a WIFIA loan are subject to federal requirements review as part of the WIFIA program's compliance monitoring responsibilities. Because the WIFIA loan proceeds may be used to pay for the Services rendered pursuant to this Agreement, Consultant is required to adhere to certain federal contract provisions, which are attached hereto as Exhibit A, Federal Requirements, to Appendix One, Additional Legal Terms, and incorporated into this Agreement by this reference. Consultant agrees to adhere to such applicable Federal Contract Provisions.

STANDARD CONSULTANT AGREEMENT
EXHIBIT A
FEDERAL REQUIREMENTS

1. FEDERAL GRANT REQUIREMENTS

Projects receiving credit assistance must comply with all federal laws and regulations, including environmental compliance and other compliance requirements.

Valley Water is actively seeking state and federal funding for the Project. Consultant agrees to comply with all applicable state and federal funding requirements and pertinent laws, regulations, and policies, including, but not limited to the Uniform Guidance for Federal Awards (https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1). Specific agency-level guidance and requirements may also apply.

This Project will likely be funded in part with United States Environmental Protection Agency (USEPA) funds, and in addition to Federal Uniform Guidance found in 2CFR200, the Environmental Protection Agency (EPA) General Terms and Conditions will apply, effective October 1, 2025. The EPA General Terms and Conditions can be found here: https://www.epa.gov/grants/grant-terms-and-conditions.

2. DEBARMENT AND SUSPENSION

Consultant certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project. Suspension and debarment information can be assessed at http://www.sam.gov. Consultant represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

3. FEDERAL LOBBYING RESTRICTIONS (31 U.S.C. 1352)

Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Consultant shall complete and submit to Valley Water the Certification Regarding Lobbying form (https://www.epa.gov/system/files/documents/2021-08/epa_form_6600_06.pdf) and Disclosure of Lobbying Activities form (https://www.epa.gov/grants/sf-lll-disclosure-lobbying-activities) found in Appendix A and Appendix B to 40 CFR Part 34. Consultant shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms to Valley Water pursuant to the

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process set forth in 40 CFR 34.110.

4. CIVIL RIGHTS OBLIGATIONS

Consultant shall comply with the following federal non-discrimination requirements:

a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (424 U.S.C. 20000, *et. seq*)

b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)

c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C. 6101 *et. seq)*

d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.

e. 40 CFR Part 7, as it relates to the foregoing.

5. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and its subcontractors shall comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

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STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION

1. Consultant's Questions and Concerns

Questions regarding the Terms, Conditions, and Services relating to this Agreement will be decided by Valley Water who will furnish the decisions to Consultant in writing within 30 days after receiving a written request from Consultant.

2. Dispute Resolution

A. Alternate Dispute Resolution

Valley Water intends to use Alternate Dispute Resolution (ADR) techniques including partnering and mediation to resolve disputes relating to the Project.

B. Consultant and its Subconsultants are expected to participate in all ADR efforts.

C. The cost of partnering, training facilities, and facilitator will be paid for by Valley Water unless the Parties agree otherwise.

3. Negotiations Before and During Mediation

Negotiations to resolve disputes before and during mediation are initiated for settlement purposes only, are confidential, and are not binding unless otherwise agreed by Valley Water and Consultant.

4. Voluntary Mediation

A. Initiation of Mediation

Any Party to a dispute or claim may initiate mediation by notifying the other Party or Parties in writing.

B. Request for Mediation

A request for mediation must contain a brief written statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the mediation.

C. Selection of Mediator

1) Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within 14 days, the Parties will confer to select an appropriate mediator agreeable to all Parties.

2) If the Parties cannot agree on a mediator, they hereby agree to accept a mediator appointed by a recognized association such as the American Arbitration Association.

D. Qualifications of a Mediator

1) Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.

2) No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation.

3) Before accepting an appointment, the prospective mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Parties will confer and decide whether to select another mediator.

E. Vacancies

If any mediator becomes unwilling or unable to serve, another mediator will be selected unless the Parties agree otherwise.

F. Representation

1) Any Party may be represented by person(s) of their choice who must have full authority to negotiate.

2) The names and addresses of such person(s) must be communicated in writing to both Parties and to the mediator.

G. Time and Place of Mediation

1) The mediator will set the time of each mediation session.

2) The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.

3) All reasonable efforts will be made by the Parties and the mediator to schedule the first session within 60 days after selection of the mediator.

H. Identification of Matters in Dispute

1) Parties shall comply with the process as required by the mediator with regard to providing the mediator with a memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, or otherwise agreed by the Parties, the Parties may mutually exchange such memoranda.

2) At the first session, the Parties will be expected to produce all information reasonably

required for the Mediator to understand the issue(s) presented. The mediator may require each Party to supplement such information.

I. Authority of Mediator

1) The mediator does not have authority to impose a settlement on the Parties but will attempt to assist the Parties in reaching a satisfactory resolution of their dispute.

2) The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement.

3) Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the mediator or the Parties, as determined by the mediator.

4) The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

J. Privacy

1) Mediation sessions are private.

2) The Parties and their representatives may attend mediation sessions.

3) Other persons may attend only with the permission of the Parties and with the consent of the mediator.

K. Confidentiality

Except as provided by California or federal law or regulation:

1) The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.

2) All records, reports, or other documents received by a mediator while serving as mediator, are confidential.

3) The mediator must not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.

4) The Parties must maintain the confidentiality of the mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:

a. Views expressed, or suggestions made by the other Party with respect to a possible settlement of the dispute;

b. Statements made by the other Party in the course of the mediation proceedings;

c. Proposals made or views expressed by the mediator; and

d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

The mediation shall be terminated:

1) By the execution of a Settlement Agreement by the Parties;

2) By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or

3) By a written declaration of a Party or Parties to the effect that the mediation proceedings are terminated.

N. Exclusion of Liability

No mediator shall be a necessary Party in judicial proceedings related to the mediation.

O. Interpretation and Application of These Mediation Provisions

The mediator will interpret and apply these mediation provisions insofar as they relate to the mediator's duties and responsibility.

P. Expenses

1) The expenses of witnesses for each Party must be paid by the Party producing the witnesses.

2) All other expenses of the mediation, including required travel and other expenses of the mediator, and the expenses of any witness called by the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, will be apportioned as the mediator finds appropriate or as otherwise agreed to by the Parties.

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STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION

5. Compensation for Participation in Mediation

Neither Consultant nor Valley Water is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Consultant and Valley Water arising out of this Agreement.

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STANDARD CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE

Task Order No. _____

Title: _____

Agreement: Standard Consultant Agreement _____ ("Agreement") Between the Santa Clara Valley Water District ("Valley Water") and _____ ("Consultant"), dated _____.

Valley Water: _____

Consultant: _____

Dollar Amount of Task Order: Not-to-Exceed $_____

1. Upon full execution of this Task Order No._____, as set forth in the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by Valley Water Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the Notice to Proceed will be considered outside the contracted Scope of Services and will not be eligible for payment.

2. Both the Scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:

   A. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to Valley Water;

   B. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification;

   C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees; and

   D. The distribution detail for each service, direct cost, and reimbursable expense. This information must be included in the invoice for the services authorized pursuant to this Task Order; and

   E. Project schedule for completing the Scope of Services.

3. Consultant shall be compensated at fixed fees or at the hourly rates established in Schedule [CM, D, EP, S, or P], Attachment One, Fees and Payments. Consultant

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STANDARD CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE

agrees that it will provide all equipment and furnish all materials, except as may be otherwise noted in the Attachment A.

4. This Task Order becomes effective on the date of full execution by authorized representatives of the Parties and remains in effect until the earlier of: completion of the tasks set forth in Attachment A or [expected completion date].

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to Valley Water.

6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.

7. Prevailing Wage Requirements [NOT USED]

   A. The Scope of Services described in this Task Order is considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.

   B. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at http://www.dir.ca.gov.

8. Signatures:

Signature: _____ _____

AECOM Technical Services — DATE
Mourad Attalla
Vice President

Signature: _____ _____

SANTA CLARA VALLEY WATER DISTRICT — DATE
[PRINT NAME]
[PRINT TITLE]

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STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
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" or "Valley Water"), 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 email Valley Water Risk Manager at RiskManager@valleywater.org.

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 **certificatesupport@evidentid.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

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STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

San Jose, CA 95118
Agreement/CAS No. XXXXX

IMPORTANT: The agreement or CAS number must be included.

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:

   certificatesupport@evidentid.com

2. Provide the following information in the "Certificate Holder" box:

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

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

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STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

this Agreement the following insurance coverage(s).

Required Coverages

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

   $2,000,000 per occurrence / **$2,000,000** aggregate limits for bodily injury and property damage

   General Liability insurance must include without limitation:

   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 shall include without limitation:

   $5,000,000 per claim/ **$5,000,000** aggregate

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

   a. Coverage for the entirety of Contractor's and its Subcontractors', Sub-Subcontractors', and Design Consultants' professional services performed for the Project (i.e., coverage shall include, but not be limited to, direct services provided by Contractor and those services provided on by any of its Subcontractors, Sub-Subcontractors, or Design Consultants of any tier).
   b. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars ($100,000) per occurrence/event.
   c. The policy shall also provide rectification coverage (coverage for Defects).
   d. The policy shall not include exclusions arising out of: (1) contractual liability or liability assumed under contract and shall expressly insure, to the fullest extent permitted by applicable law, the indemnity obligations set forth in this

Exhibit; (2) any guarantees or warranties by Contractor; (3) faulty workmanship that is the result of a negligent act, error, or omission in the performance of professional services; and (4) damage to property in the care, custody, or control of Contractor.

e. This insurance shall, at a minimum, have a retroactive date which is the same as or predates Owner's Notice to Proceed.

f. This insurance must be maintained for at least ten (10) years after Final Completion of the Project by Owner, or to the applicable Statute of Repose in the jurisdiction where the Project is located, whichever is longer.

4. Cyber

$1,000,000 per claim/ **$2,000,000** aggregate.

a. Liability arising from the unauthorized access to, disclosure, acquisition, loss, dissemination and/or use of Confidential Information. For purposes of this section, "Confidential Information" shall include but not limited to, personally identifiable information (PII), protected health information (PHI), financial accountant information, security codes, access codes, passwords, security codes or personal identification numbers (PINS), and any other information protected by the Agreement or applicable privacy laws;

b. Costs arising from mandatory or contractual notifications related to unauthorized access, disclosure, acquisition, loss, or use of confidential information and related mitigation costs, including but not limited to, credit monitoring, identity theft protection services, call center support, forensic investigation, legal fees, and regulatory fines or penalties imposed under the California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA), or other applicable privacy and data protection laws;

c. Certificate of Insurance shall clearly state that the coverage is claims-made.

d. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

e. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.

f. 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.

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STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
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.

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STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

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.

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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STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits **($2,000,000)**	
	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 **($5,000,000)**	
	B.	Cancellation Endorsement	

Cyber:	A.	Limits **($1,000,000)**	
	B.	Cancellation Endorsement	

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SCHEDULE D
SCOPE OF SERVICES

1. Representatives

A. Valley Water's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to Valley Water must be addressed to the Valley Water Project Manager (VWPM).

Girlie Jacobson (Valley Water Project Manager)
Senior Engineer
Water Supply Division
Santa Clara Valley Water
District 5750 Almaden
Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3278
Email: GJacobson@valleywater.org

Kirsten Struve
Assistant Officer
Water Supply Division
Santa Clara Valley
Water District 5750
Almaden
Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3138
Email: KStruve@valleywater.org

B. The Consultant's Project Manager is as listed below. All Valley Water questions pertaining to this Agreement shall be referred to the Consultant's Project Manager.

Vijay Sundaram, PhD, PE
AECOM Technical Services
VP, Global One Water Director
2020 L St
Sacramento, CA 95811

Phone: 916 846 1796
Email: Vijay.Sundaram@aecom.com

C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 21. Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

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SCHEDULE D
SCOPE OF SERVICES

Mourad Attalla, PhD, PE, SE
Vice President
Kaiser Center, 300 Lakeside Dr
Oakland, CA 94612

Phone: 925 698 5411
Email: Mourad.attalla@aecom.com

2. Scope of Services

A. This Schedule D, Scope of Services describes the professional design services to be performed by the Consultant for Valley Water's **Pure Water Silicon Valley - Demonstration Facility Project** (the Project), formerly called San Jose Purified Water Project – Demonstration Facility Project.

B. The Project consists of a new Pilot Facility for direct potable reuse (DPR) for data gathering and validation testing and a new Learning Center for public outreach and education on water reuse and water supply. The Consultant shall prepare one (1) set of design documents for the Pilot Facility and one (1) set of design documents for the Learning Center, allowing for two (2) separate construction bids, as reflected in the Project Schedule.

C. The Learning Center scope of work shall also include preparation of at least three (3) conceptual plans and renderings, including building and site area for review by stakeholder partners and committees. Consultant shall proceed with development of detail design based on the selected conceptual plan or combined plans.

D. Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant, as engineer-of-record, for engineering support services during the construction phase of the Project. Valley Water may, at its discretion, choose to initiate a new procurement for services for any subsequent phase(s) and/or utilize Valley Water staff to perform such services.

3. Project Objectives

A. Valley Water's objectives for the Project are to:

1) Complete the Project within budget, scope, and schedule.

2) Meet Valley Water performance objectives for the planning, design, construction, and post-construction phases. Comply with Valley Water standard specifications and requirements.

3) Meet all local, state, and federal laws, regulations, and permitting requirements.

4) Ensure that design of the Pilot Facility and Learning Center are appropriately scheduled and coordinated to efficiently meet Project objectives and Project schedule.

5) Consultant will meet all Project objectives.

B. Project objectives for the Pilot Facility are to:

1) Provide Pilot Facility design that includes up to a 200 gallon per minute (gpm) pilot treatment facility installed at an outdoor area on the existing Silicon Valley Advanced Water Purification Center (SVAWPC) site to allow Valley Water to perform DPR data gathering and validation testing for a future DPR full scale production facility.

2) Ensure that the Pilot Facility design conforms to applicable DPR regulatory requirements to continuously produce DPR quality water.

3) Follow the DDW-approved Testing and Monitoring Plan, Ozone Validation Protocol, BAC Validation Protocol, UV/AOP Validation Protocol, and all other relevant protocols (Validation Plans) for the Project.

4) Ensure that the design of the Pilot Facility includes high-recovery reverse osmosis (RO) and the ability to optimize unit processes.

5) Include a comprehensive monitoring and control approach that is similar to full-scale capabilities to demonstrate that the requirements of the DPR regulations are met.

6) Provide Pilot Facility design that is suitable for temporary, outdoor installation within the existing SVAWPC site and adaptable for efficient relocation inside the Learning Center building without compromising the associated functionalities.

7) Provide Pilot Facility design with ease of maintenance and operation that is adaptable for possible future piping and process modifications.

8) Address constructability constraints and risks associated with the proposed Pilot Facility design to ensure SVAWPC operations are not adversely impacted during construction, operation, and relocation of the Pilot Facility.

9) Provide necessary requirements for start-up, testing, and

commissioning, and establish clear roles among Valley Water, contractor, and Consultant services.

10) Provide a clear and acceptable means for the hand-off of operations and maintenance to Valley Water following the completion of the Pilot Facility. Consultant shall provide all appropriate training and all necessary documentation, including completed Standard Operating Procedures (SOPs) and Operations and Maintenance manuals that reflect how the facility is being operated to enable Valley Water to successfully operate during the pilot testing phase.

C. Project objectives for the Learning Center are to:

1) Provide Learning Center design that includes up to 10,000-square-foot, learning center building(s) for education and public outreach to be located on an undeveloped 2-acre site adjacent to SVAWPC.

2) Provide Learning Center building interior design that includes a welcome area, conference room, office space, restrooms, breakroom, operational/testing area, and large exhibit hall. The exhibit hall shall be designed in collaboration with Valley Water's exhibit design consultant for future installation of exhibits, displays, and models by others.

3) Provide Learning Center design that also includes new paved parking area, site improvements, landscaping and space for public art, electrical equipment, monitoring and controls, utility connections, piping and electrical connections, rehabilitation of the temporary Pilot Facility site location, and abandonment of existing onsite groundwater monitoring wells.

4) Provide a Learning Center for members of the public, with a target audience of 5th grade students and up. The main goals for the Learning Center are to educate, innovate, amplify, and inspire.

- **Educate**
  - Introduce visitors to Valley Water, the agency's importance to Santa Clara County, the history of our water supply, where our water comes from, and our commitment to provide clean water to the community.
  - Educate diverse visitors on the wastewater process and the importance and safety of purified water.
  - Provide physical spaces for educational events and/or technical studies conducted by Valley Water staff and partners, as appropriate.
- **Innovate**

- Through interactive and durable experiences, demonstrate how Valley Water is a leader in Silicon Valley in using advanced technology to purify water.

- **Amplify**
  - Present opportunities for community members, elected officials, and other stakeholders to raise awareness and promote the importance of water reuse.
  - Solidify support for purified water by offering each visitor a sample of purified water.
- **Inspire**
  - Motivate and inspire members of the public to express their commitment to support water conservation, Valley Water's mission, and the Learning Center's efforts through advocacy, pledges, and other "take action" opportunities.

5) Provide a Learning Center design that is LEED-certified, solar-ready, and meets standards for energy efficiency, sustainable design, health and safety, and water conservation.

6) Ensure that stakeholders and partner agencies are appropriately engaged in the development of architectural design of the Learning Center building and surrounding areas.

7) Provide Learning Center design that includes moving the treatment components of the Pilot Facility inside the Learning Center building following the completion of the pilot testing phase by Valley Water and in line with the Project schedule. Design would appropriately relocate the pilot facility to successfully demonstrate DPR treatment technology and continuously produce purified water for public tasting by addition of new tasting stations that meet all regulatory requirements for potable reuse.

8) Provide Pilot Facility design at its permanent location in the Learning Center that is adaptable and flexible for piping and process modifications for future equipment testing.

9) Address constructability constraints and risks associated with the proposed design of the Learning Center to ensure SVAWPC operations are not adversely impacted during construction, operation, and relocation of the Pilot Facility.

10) Address constructability constraints and risks associated with the relocation of the Pilot Facility to the Learning Center to ensure Project schedule is met.

11) Provide necessary requirements for start-up, testing,

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commissioning, and clear roles among Valley Water, contractor, and Consultant services for Valley Water to successfully operate and maintain with additional training and all necessary documentation, including updated SOPs and Operations and Maintenance manuals that reflect how the pilot facility is being operated at its permanent location.

4. Project Background

A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of- the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit www.valleywater.org.

B. As part of the Water Supply Master Plan 2050 development, the Valley Water Board of Directors adopted a potable reuse goal of 24,000 Acre-feet per year (AFY) by 2035 and a long-term vision to maximize water reuse in the county up to 32,000 AFY by 2050. Potable and non-potable water reuse provide a reliable, drought-resilient, locally controlled water supply and can help further diversify Valley Water's water supply portfolio and meet water demands, especially during extended droughts.

C. In June 2022, Valley Water retained a Project Management Consultant to provide technical and advisory support for the Purified Water Project.

D. In December 2023, the State Water Resources Control Board approved the Direct Potable Reuse Regulations (SBDDW-23-001), with an effective date of October 1, 2024. This regulatory development and recent technological advancement has made it possible for Valley Water to pursue direct potable water supply.

E. On January 9, 2024, the Valley Water Board reviewed the Preliminary Capital Improvement Program (CIP) Five Year Plan for FY 2025-29 and directed staff to include a San Jose Purified Water Project (SJPWP).

F. On February 27, 2024, the Valley Water Board directed staff to expedite a direct potable reuse (DPR) project with the City of San Jose to design and build a demonstration facility and follow with design and build of a full-scale facility adjacent to Valley Water's existing Silicon Valley

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SCHEDULE D
SCOPE OF SERVICES

Advanced Water Purification Center.

G. On June 10, 2025, the City of San Jose Council and the Valley Water Board approved the "Option Agreement for the First Amendment to the Ground Lease and Property Use Agreement" for the Project.

5. Assumptions and Requirements

A. General Assumptions and Requirements

1) **Manage Scope of Services**. Consultant shall manage the Scope of Services and ensure the work is completed within the Not-to-Exceed Fees limit. Consultant shall also ensure that the Scope of Services is completed in accordance with the Project schedule and that all services and deliverables meet Valley Water and Project objectives and requirements.

2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, Autodesk files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.

a. Valley Water Standardization Requirements

(1) Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.

(2) Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files

to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by the Consultant.

3) **Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by Valley Water, some of the deliverables may also be subject to review and comment by regulatory agencies, Consultant advisors, and

   stakeholders following Valley Water review process. For each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to the Consultant. The comments provided by Valley Water staff during the workshops will be documented by the Consultant as meeting notes and will be included in the next revision of the documents.

4) **Valley Water Quality Environmental Management System**. Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines, and work instructions for the performance of various Valley Water work. Consultant will perform the Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the VWPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the preparation of such deliverables.

5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Section 3. Project Objectives.

6) **Document Control.** Consultant must utilize the document control system designated by Valley Water (Capital Project Management and Project Control's Program).

7) **File Exchange Service.**
   a. Consultant must utilize the file exchange service designated by Valley Water (Capital Project Management and Project Controls Program), accessible to all parties as designated by Valley Water, to facilitate communications.

   b. Consultant may need to coordinate with Valley

Water's Capital Project Management and Project Controls Program (CPMPC@valleywater.org) to address any firewall issues and/or permissions required to allow for these communications.

8) **Completeness**

a. The completeness of a design set is determined primarily by the substance of the materials on the set, including the adequacy of background and relevant information. Three levels of completeness of a design set are defined using these four terms: Partially Complete; Substantially Complete; Virtually Complete; and Complete.

b. A Complete Design Set must include all the information required for constructible set of plans and specifications; include a project cost estimate; and provide sufficient direction to enable the construction to be performed. The set must be ready for engineering certification (stamping, signing and dating) by a Registered Professional Engineer(s). The set must show the work with complete details and dimensions; identify all constraints; include all background information and provide dimensions, and comply with all drafting, specifications and cost estimating standards.

B. Project-Specific Assumptions and Requirements

1) **Separate Design Documents:** Consultant shall prepare two separate sets of design documents for the Pilot Facility and Learning Center for separate construction bids as reflected in the Project schedule.

2) **Validation Plans:** Valley Water has collaborated with Division of Drinking Water (DDW) of the State Water resources Control Board (SWRCB) to define DPR testing requirements for the Pilot Facility as shown on the Testing and Monitoring Plan, Ozone Validation Protocol, BAC Validation Protocol, UV/AOP Validation Protocol and all other relevant protocols (Validation Plan).

3) **Regulatory Permitting**: Pilot Facility at its permanent location in the Learning Center shall be permitted for Title 22 recycled water for connection to South Bay Water Recycling (SBWR) system and permitted for purified water tasting via sink and bottling for public outreach and education, as required. Consultant shall assist Valley Water and its consultants, such as providing technical information and analysis, in preparation of regulatory permit documents and reports, to obtain

permits and approvals for the Project, as needed.

4) **Local Permitting.** Planning level permits and architectural review may need to be obtained for the Project from the local agency. Consultant shall participate in meetings and prepare required drawings, presentations, and other documents, for submittal and presentation to local agencies to obtain planning level permits.

5) **Stakeholder Plans**. Consultant shall assist Valley Water in obtaining stakeholder review and selection of Learning Center architectural conceptual plans prior to detail design. Consultant shall prepare drawings, presentation, and renderings, as needed, for stakeholder review.

6) **Environmental Review (CEQA):** CEQA reviews for the Pilot Facility and Learning Center will be completed separately by others. Consultant will review the Certified CEQA document and incorporate mitigation measures in the design as well as assist Valley Water with documentation needed.

7) **Long Lead Equipment:** Consultant shall provide assessment and identify any long lead equipment that may need to be procured and supplied by Valley Water to meet the Project schedule. Additional tasks required to prepare early procurement documents, including but not limited to equipment specifications and drawings and provide early bid and award services will be completed under a task order.

8) **Project Access:** A new paved parking lot for relocation of an existing Valley Water public outreach trailer is expected to be designed and constructed by Others. The new parking lot is expected to be located north of the Learning Center site. Consultant shall incorporate this area in the design of the Learning Center, including primary access to the facility from McCarthy Lane.

C. Preliminary Project Schedule: Preliminary schedule for design, construction, and post- construction phases of the project are estimated in the table below:

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SCHEDULE D
SCOPE OF SERVICES

Task/Phase	Timeframe
Notice to Proceed	June 2026
Pilot Facility – Complete Basis of Design	October 2026
Pilot Facility – Environmental Review (CEQA)	December 2026
Learning Center – Complete Basis of Design	March 2027
Learning Center – Environmental Review (CEQA)	June 2027
Pilot Facility – Final Design	April 2027
Pilot Facility – Advertise and Award	May 2027-November 2027
Pilot Facility – Construction & Start-up	November 2027-March 2029
Learning Center – Final Design	April 2028
Learning Center– Advertise and Award	May 2028 – November 2028
Learning Center – Construction & Start-up	November 2028 – December 2030
Pilot Facility – Acceptance by Board	March 2029
Pilot Facility – Validation Testing Phase by Valley Water	April 2029-April 2030
Learning Center – Acceptance by Board	December 2030

SCHEDULE D
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6. Design Phase Tasks

To achieve the Project objectives in this Agreement, the Consultant will perform the following tasks:

Task 1 – Project Management

Task 2 – Pilot Facility - Data Collection and Investigations

Task 3 – Pilot Facility - Basis of Design

Task 4 – Pilot Facility – 30 Percent Design Document Preparation

Task 5 – Pilot Facility – 75 Percent Design Document Preparation

Task 6 – Pilot Facility – Final Design Document Preparation

Task 7 – Pilot Facility – Bid and Award Services

Task 8 – Learning Center – Data Collection and Investigations

Task 9 – Learning Center - Basis of Design

Task 10 – Learning Center – 30 Percent Design Document Preparation

Task 11 – Learning Center – 60 Percent Design Document Preparation

Task 12 – Learning Center – 90 Percent Design Document Preparation

Task 13 – Learning Center – Final Design Document Preparation

Task 14 – Learning Center – Bid and Award Services

Task 15 – Supplemental Services

Task 1 – Project Management

The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Schedule D, Attachment One, Fees and Payments, and in accordance with the Project Schedule stated in Schedule D, Attachment Two, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet Valley Water and Project requirements.

1.1 Kickoff Meeting

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Consultant will attend kickoff meeting with Valley Water. The purpose of the kickoff meeting is to introduce key Valley Water and Consultant team members to one another, acquaint all participants with the purpose of and expectations for the Project, describe team members' roles and responsibilities, describe Project procedures, and summarize scope and schedule.

1.2 Project Design Work Plan. Consultant will prepare a Project Design Work Plan for the Project that includes both Pilot Facility and Learning Center, in accordance with this Scope of Services.

1.2.1 The Project Design Work Plan shall include Project objectives, requirements, constraints, a detailed Project Schedule (showing major tasks and deliverables), a breakdown of Consultant's costs for the major tasks, a list of the Consultant's team members and their roles and responsibilities, communication protocols (internal and external), document control procedures, and other administrative procedures.

1,2,2 The Project Design Work Plan shall include a Project Quality Assurance and Quality Control (QA/QC) Plan documenting Consultant's procedures to ensure Consultant's services and deliverables meet Valley Water requirements and accepted practices and standards of the Consultant's profession. Valley Water reserves the right to request and review the Consultant's Project documentation demonstrating its adherence with their own quality assurance procedures.

1.3 Progress Meeting and Workshops. Valley Water and Consultant key staff and subconsultants, as determined necessary and appropriate by Consultant, subject to VWPM approval, or at Valley Water's direction, will coordinate and attend periodic progress meetings and workshops with Valley Water staff, regulatory and resource agencies, and review boards, as needed, to review, and discuss progress of the work. For each meeting or workshop, the Consultant will prepare the meeting agenda and notes and submit them for review by Valley Water.

1.4 Weekly One-on-One Meetings with Valley Water. Consultant Project Manager must provide a brief update of the team's work activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention. The meeting schedule will be established by Valley Water, weekly/biweekly either in-person, or virtually, at Valley Water's discretion.

1.5 Pilot Facility – Specific PM Tasks

1.5.1 **Coordination and Communication with External Agencies**. Consultant will assist the VWPM with coordination and communication with appropriate regulatory or other agencies, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant's Project design activities as requested by Valley Water.

1.5.2 **Public Outreach**. If requested, Consultant will provide support and assistance with Valley Water's public outreach activities. Such assistance may include

coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and other tasks as directed by the VWPM.

1.5.3 **Additional Review Meetings.** Consultant shall recommend convening and attending meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks, 75% design tasks, and other design tasks.

1.5.4 **Regulatory Meetings.** Consultant shall attend meetings with regulatory agencies provide support and assistance as requested by VWPM. Such assistance may include participation, preparing presentation slides and materials, presentation and other task as required.

1.5.5 **Partner Agency and Stakeholder Meetings.** Consultant shall attend meetings with partner agencies and other stakeholders and provide support and assistance as requested by VWPM. Such assistance may include participation in the meeting, preparing presentation slides and materials, presentation, and other task as required.

1.6 Learning Center – Specific PM Tasks

1.6.1 **Coordination and Communication with External Agencies**. Consultant will assist the VWPM with coordination and communication with appropriate regulatory or other agencies, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant's Project design activities as requested by Valley Water.

1.6.2 **Public Outreach**. If requested, Consultant will provide support and assistance with Valley Water's public outreach activities. Such assistance may include coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and other tasks as directed by the VWPM.

1.6.3 **Additional Review Meetings.** Consultant shall recommend convening and attending meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks, 60% design tasks, 90% design tasks, and other design tasks.

1.6.4 **Regulatory Meetings.** Consultant shall attend meetings with regulatory agencies and provide support and assistance as requested by VWPM. Such assistance may include participation, preparing presentation slides and materials, presentation and other task as required.

1.6.5 **Partner Agency and Stakeholder Meetings.** Consultant shall attend meetings with partner agencies and other stakeholders and provide support and assistance as requested by VWPM . Such assistance may include participation in the meeting,

preparing presentation slides and materials, presentation, and other task as required.

1.7 Progress Reports and Invoices

1.7.1 Consultant Project Manager will submit a monthly written progress report and invoice to summarize the efforts completed for the month, provide an updated status on deliverables, schedule, and budget, as specified in Section Four, Fees and Payment.

Task 1 - Deliverables

1. Project Design Work Plan including QA/QC Plan (Draft, Draft Final, and Final)
2. Meeting agendas, notes, and presentations
3. Weekly or twice-a-week meetings/conference calls attendance and notes; frequency of meetings and/or calls will be at Valley Water's discretion
4. Monthly progress reports and invoices

Task 1 - Assumptions

1. Consultant shall assist Valley Water and collaborate with Valley Water consultants in preparing submittals and obtaining necessary City and regulatory permits for the Pilot Facility and Learning Center, as required.

Task 2 – Pilot Facility - Data Collection and Investigations

The purpose of this task is to research, review, and use Planning Phase deliverables as a basis for the design, as well as to conduct necessary field investigations (i.e., geotechnical, hydraulic, etc.) to establish a Project Base Map, and prepare reports that will inform the design. Consultant is responsible for collecting all the data and conducting all investigations that are needed to complete the final design.

2.1 Research and Review of Available Project Documentation. Consultant will research and review available relevant documents and standards provided by Valley Water.

2.2 Project Base Map. Consultant will prepare and submit a Project Base Map, survey data, drawings, utility info, etc. and data as necessary to complete required studies and prepare contract drawings for the Project. Base Map preparation shall include, but not be limited to:

2.2.1 Collect existing survey, topographical, GIS, property, easements and rights of way and utility/infrastructure data as applicable to generation of the Project Base Map for purposes of final design. Valley Water shall provide native files of existing survey, GIS, property, easement and rights of way and utility / infrastructure details to the extent available. It is the Consultant's responsibility to verify the accuracy of information provided.

2.2.2 Review data for existing utilities, pipelines, and other infrastructure to determine where it is necessary to verify locations for design and inclusion in final drawings. At critical locations, the Consultant will pothole existing utilities, pipelines, and other infrastructure as necessary to verify location for design and inclusion in the final drawings.

2.2.3 Conduct field survey work as necessary to verify and supplement existing topographical data for the Project work. Survey work shall be adequate for preparation of base mapping data as well as any additional mapping data collection, including the LiDAR survey (if needed). The survey work will be conducted at high density and with accuracy capable of supporting 1-foot contours. In addition, aerial photography will be obtained at 1:3600 photo scale to provide 1" = 40' scale mapping and 1-foot contours. LiDAR data together with aerial photography will be used to generate a base map covering the Project work area.

2.2.4 Perform land surveying to identify Project site utilities and other features for incorporation into the Project base map as well as support any mapping data collection and validation, including LiDAR. Land surveying will include a GPS survey to establish precise horizontal and vertical coordinates on a local control station. Checkpoints will be surveyed throughout the mapping area to validate existing LiDAR data (if any) and support new LiDAR data collection, if needed. The survey will include horizontal and vertical control stations published by the National Geodetic Survey (NGS) and/or NGS-published Continuously Operating Reference Stations in order to reference the Project to a specified geodetic coordinate system and vertical datum.

2.2.5 Base map preparation must conform to Santa Clara Valley Water Standards for GIS Products (Attachment Four to Schedule D, Reference Materials).

2.3 Geotechnical Investigations. Consultant shall review previously completed relevant geotechnical reports and recommend additional investigations, if needed. Consultant shall prepare a Geotechnical Investigations Work Plan (Draft, Draft Final, and Final), which will describe the goals of the investigations needed, the exploration locations and depths, the access and drilling methods, a site-specific Health and Safety Plan (HASP), and the instrumentation and in-situ testing methods (if needed). The investigation will be designed to provide adequate data for the engineering analyses, the development of the Geotechnical Data Report and the Basis of Design Report.

2.3.1 Conduct Geotechnical/Subsurface Investigations as needed for the detailed design and identified in the Geotechnical Investigations Work Plan (Draft, Draft Final, and Final). Consultant is responsible for the proper disposal of spoils generated from the investigations activities and to provide documentation of such disposal actions to Valley Water. Additional Geotechnical Investigations may be approved by Valley Water with justification, to fill in data gaps identified as the detailed design progresses.

2.3.2 **Laboratory Testing Program**. Consultant shall develop a material testing

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program to provide all necessary data (index and performance testing) for analysis and design of the Project, for approval by Valley Water and other stakeholders identified by Valley Water PM. The tests will include index, hydraulic conductivity, compaction, consolidation, and strength tests.

2.3.3 **Geotechnical Investigations/Data Report**. Consultant shall develop a Geotechnical Investigation/Data Report (Draft, Draft Final, and Final) which will document the investigations performed and present the data obtained and the results of the field exploration and laboratory testing work completed as well as the results of other investigations previously completed relating to this Project. The report shall also include a summary of the soil and geologic conditions, previous and current investigations and explorations, methodology, materials encountered and the laboratory testing program.

2.3.4 **Geotechnical Design/Baseline Report**. Consultant shall prepare and submit a Geotechnical Design/Baseline Report (Draft, Draft Final, and Final) that provides an analysis, assessment and interpretation of the existing subsurface conditions. The report will also provide appropriate design recommendations for the basis of design, final design and construction. It will also provide information to the contractor and guidance to Valley Water in the management and monitoring of performance during construction. The report shall reference other geotechnical studies previously performed on the Project and other historical studies from the site vicinity. This report may or may not be combined with the Geotechnical Investigation/Data Report if directed by Valley Water.

Task 2 - Deliverables

1. Project Base Map, survey data and drawing, utility Information, etc.
2. Geotechnical Investigation Work Plan (Draft, Draft Final, and Final)
3. Geotechnical Investigation/Data Report (Draft, Draft Final, and Final)
4. Geotechnical Baseline/Design Report (Draft, Draft Final, and Final)
5. Project Hydrology/Hydraulics Model and Report (Draft, Draft Final, and Final)

Task 2 - Assumptions

1. For geotechnical investigation, Consultant shall utilize Underground Service Alert (USA) to mark and clear buried utilities from any proposed boring locations at the Project site and apply for and obtain applicable permits from the local agency (e.g., city/county/Valley Water) having jurisdiction for the boring locations. At completion of each boring installation, Consultant will ensure borings are backfilled with cement grout in accordance with Valley Water requirements, and soil cuttings from the borings will be drummed, analytically tested for waste characterization, and transported off-site for proper disposal.
2. Consultant shall review available Phase 1 Environmental Assessment Report incorporate requirements into the Final design.
3. Consultant shall coordinate with VWPM to obtain access to SVAWPC, City of San Jose

property, and other Valley Water leased areas..

4. Valley Water shall provide all CAD files including the record drawings of existing facility and drawings referenced / used for the Demo Planning Study Report, as available. It is the Consultant's responsibility to verify accuracy of all information provided.

Task 3 – Pilot Facility - Basis for Design

The purpose of this Task is to perform the engineering analyses, calculations, and interpretations that are required to support and develop the Basis of Design for the Pilot Facility. Consultant is responsible for developing a comprehensive scope of work and performing independent analyses, as appropriate, to fully develop the Basis of Design without relying solely on work completed by others to achieve this purpose. The supporting analyses, calculations, and other standards and detailed design information shall be used to prepare a biddable and constructible set of Plans and Specifications and Engineering Cost Estimates for the Pilot Facility.

3.1 Design Criteria Memorandum. The Design Criteria Memorandum (DCM) will define the basic criteria and guidance that will be utilized during design. It will include Valley Water basic operations requirements, Project performance requirements, and other stakeholders' design criteria as identified by Valley Water. It will include known relevant constraints such as environmental restriction dates, etc. It will document geotechnical, civil, structural, electrical, mechanical, hydrologic and/or hydraulic standards to be used in the analyses and design. Pertinent codes and references will be cited. The DCM will be issued in Draft form and updated as design progresses through the various design stages.

3.2 Basis of Design Report. Consultant shall prepare a full Basis of Design Report (Draft, Draft Final, and Final) to define the technical requirements and parameters for the Pilot Facility including the fields of civil, geotechnical, structural, hydrologic, hydraulic, mechanical, electrical, controls, instrumentation, maintenance, and others, as appropriate. Draft Final and Final BODR are funded under tasks 5.5 and 6.1.3.

3.2.1 The Basis of Design Report may include but is not limited to the following: description of the general arrangement of existing and new facilities; summary of the pertinent findings of field investigations; basis for material properties for use in analyses; construction materials source assessment (on-site and commercial); foundation characterization to assess excavation requirements and foundation acceptance criteria; groundwater dewatering requirements; civil and geotechnical design of the Project elements for analyses; design of disposal sites; hydraulic and structural design of various elements; mechanical and electrical facilities design; and access roadwork.

3.2.2 The Basis of Design Report is to be updated throughout the design phase, if required. Upon completion of final design, the Basis of Design Report shall be updated to reflect any changes or additions that occurred over the course of the design development as detailed in the final design document preparation.

Task 3 - Deliverables

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1. Design Criteria Memorandum. (Draft, Multiple Drafts maintained online, and Final)
2. Basis of Design Report (Draft, Draft Final under Task 5.5, and Final under Task 6.1.3)

Task 3 - Assumptions

1. Consultant shall and identify and address any constraints, discrepancies, and risks associated with the Valley Water provided Validation Plans and documents and provide recommendations to address potential issues prior to start of detail design.

2. Valley Water shall provide Validation Plans to the successful proposer after issuance of Notice to Proceed.

Task 4 - Pilot Facility - 30-Percent Design Document Preparation

The 30% design set shall establish primary drawings and specifications for all major Pilot Facility components and shall include newly developed design details and/or refinement of the preliminary design prepared during the planning phase. The 30% design set will incorporate requirements and criteria identified in the Basis of Design documents and describe the construction scope in more detail. The level of completeness shall be Partially Complete to Substantially Complete.

4.1 **Sample Drawings and Specifications**. Consultant shall prepare, and submit to Valley Water, sample drawings and specifications for Valley Water review and approval to ensure that Drafting Standards are being adopted into the plan set and the specifications also follow Valley Water Specification standards.

4.1.1 The sample drawings shall include an index drawing numbering scheme, file naming labeling, layout, and format.

4.1.2 For specification development, the Consultant shall use Valley Water's Standard Provisions (boilerplate) and Valley Water's Special Provisions format. Consultant shall recommend edits and additions to Valley Water Provisions where appropriate.

4.1.3 Consultant shall submit a recommended format for the Technical provisions, for review and approval by Valley Water.

4.2 **30% Plans, Specification and Cost Estimate**. Consultant shall prepare and submit 30% drawings, specifications, and an Association for the Advancement of Cost Engineering (AACE) Class 4 construction cost estimate. The plans shall include the detailed design elements, at the 30% level of design, and the specification shall include detailed outlines of the technical specifications. Cost estimates for the most significant lines of the work breakdown structure shall be "bottom-up" estimates. The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate.

4.2.1 Valley Water has a separate bid proposal package/template for which the

Consultant shall provide input, as requested by Valley Water. Multiple, intermediate submittals of Special Provision sections to Valley Water are anticipated to reconcile referencing and formatting issues.

4.3 **Right of Way**. The 30% plans shall also include clear delineation of existing property lines and take lines (i.e., rights of way, easements, or property acquisitions) needed for Project construction and/or ongoing maintenance or access.

4.4 **Review Meetings**. Consultant will conduct a 30% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile comments generated during the review. This sub-task is funded pursuant to sub-task 1.3 One-on-One Meetings with Valley Water.

4.5 **Additional Review Meetings**. Consultant shall identify and attend meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks. This sub-task is funded pursuant to sub-task 1.6.1 Additional Review Meetings.

4.6 Project-Specific Sub-Tasks

4.6.1 **Permit Documents.** Consultant shall prepare required plans, drawings, presentations, and other documents for submittal to local agencies to obtain planning level permits, as needed. Consultant shall attend and participate in local agency public meetings as requested by VWPM under Task 1.5.

Task 4 – Deliverables

1. Sample Drawings and Specifications
2. 30% Plans and Specifications,
3. 30% AACE Class 4 Construction Cost Estimate (Preliminary and Final)
4. Planning Permit Plans, Drawings, and Documents (Preliminary and Final)

Task 5 – Pilot Facility – 75 Percent Design Document Preparation

The 75% design set shall reflect the revisions and resolutions required from the comments received for the 30% design set. It shall also incorporate any permit conditions established by regulatory agencies. The level of completeness shall be Complete.

5.1 **75 % Plans, Specification and Cost Estimate**. Consultant shall prepare and submit 75 % drawings, specifications, and an AACE Class 3/2 construction cost estimate. The submittal shall be a complete drawing and specification set at or near the level of completion for construction. The cost estimate shall be based on an updated, detailed logical work breakdown structure based on the 75 % plans and specifications. The submittal shall address the comments in the Design Comment Resolution Document.

5.2 **Mitigation and Permitting**. Consultant shall identify all applicable mitigation requirements in the certified CEQA document, and incorporate the requirements into the 75% design documents. Consultant shall assist Valley Water in preparing submittals or other

supporting documents during the permit acquisition process.

5.3 **Review Meetings**. Consultant will conduct a 75% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub-task is funded in sub-task 1.3.

5.4 **Additional Review Meetings**. Consultant shall identify and attend design input meetings, workshops, and consultations with Valley Water as needed to complete the 90% design tasks. This sub-task is funded in sub-task 1.8.1.

5.5 **Technical Design Document Update**. Consultant shall prepare and/or update the Basis of Design Report, Design Criteria (Technical) Memorandums, analyses, calculations, etc., as identified in previous task.

5.6 **Draft Bid Items**. Consultant shall update the draft bid items to the 75% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define. Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor's completion of each milestone to be included in the Project specifications.

5.7 **Constructability/Sequencing Requirements for the Contractor**. Consultant shall prepare/update a Construction Sequencing Plan and/or Specifications, which will identify key milestone dates to be met during construction, and will include specific provisions for incorporation into the Contractor's plan, as needed.

5.8 **Water Utility Projects: Commissioning and Training Plans, and Operations and Maintenance Manual**. Consultant shall develop a Commissioning, and Training Plan to prepare Valley Water staff for different operational modes: through the construction milestones, start-up and testing, and through the first year of operation. The plan shall assure the facility can continue to operate through construction and not disrupt the ability to meet its delivery obligations. The Commissioning and Training Plan will assist Valley Water Operations and Maintenance staff complete their primary daily duties of operating the facility and not be dedicated to supporting the Project. When support is needed from Valley Water Operations and Maintenance staff, the Commissioning and Training Plan must include roles and responsibilities and be coordinated with the Valley Water operations and Maintenance Staff prior to finalizing the plan.

Task 5 - Deliverables

1. 75% Plans and Specifications
2. AACE Class 2/3 Construction Cost Estimate (Preliminary and Final)
3. 75% Design Comment Resolution Document (Preliminary and Final)
4. Updated Basis of Design Report, Design Criteria Technical Memorandums, and all supporting

analyses and calculations, as identified in this Scope of Services (Draft and Final)
5. Updated Draft Bid Sheet and Supporting Technical Memorandum (Draft and Final)
6. 75% Construction Sequencing Plan and Specification (Draft and Final)
7. Commissioning and Training Plan and Operations and Maintenance Manual (Draft under Task 5 – 75% Design and Final under Task 6). (Preliminary and Final)

Task 6 – Pilot Facility - Final Design Document Preparation

The 100% Design Set shall be a fully completed, ready to be signed, and sealed set of Plans, Specifications and Cost Estimate that is ready for construction bidding. The 75% design set will be revised, as necessary, to address any remaining permitting agency comments.

6.1 100% Plans, Specifications, Cost Estimate and Engineering Documents. Consultant shall prepare and submit 100% Design and Contract Documents (Contract Documents) for Valley Water review, including:

6.1.1 Plans and Specifications that address 90% review comments and design modifications or clarifications, as required.

6.1.2 100% Class 1 Engineer's Estimate as defined by AACE.

6.1.3 The Final Basis of Design Report with all revisions incorporated.

6.1.4 All Engineering Analysis and Calculations completed and checked as per the QA/QC Plan and assembled in accordance with the relevant design analyses sections in the Basis of Design Report.

6.1.5 100% Design Comments Resolution Form.

6.2 Bid Set. Prepare and submit Bid Set including:

6.2.1 Final plans and specifications (signed and stamped), Engineer's Estimate, Basis of Design Report, and Engineering Calculations, if necessary, which include revisions that address and resolve all outstanding issues.

6.3 Design-to-Construction Phase Transition Report. Consultant shall prepare Design-to-Construction Phase Transition Report.

Task 6 – Deliverables
1. 100% Plans, Specifications,
2. AACE Class 1 Cost Estimate and Engineering Documents
3. Final Basis of Design Report
4. Engineering Analysis and Calculations
5. 100% Comment Resolution Document
6. Bid Set that includes Final Plans and Specifications (signed and stamped), including Standard Provisions, Special Provisions, Technical Provisions, Appendices, Notice to

Bidders, Geotechnical Data Report, Geotechnical Baseline Report, and other bid documents
7. Design-to-Construction Phase Transition Report (Draft, Draft Final and Final)

Task 6 - Assumptions

1. It is assumed the Consultant will be requested to perform all tasks.
2. To be determined on a Task Order basis.
3. Valley Water will provide a set of Standard and Special Provisions to the Consultant to be incorporated into the Bid Set. The Consultant will not modify the Standard Provisions. Consultant shall provide project specific information for the Special Provisions as requested by VWPM.

Task 7 – Pilot Facility - Bid and Award Services

Upon Valley Water's request, Consultant shall assist during the bidding process of the Project by:

7.1 **Bidder's Questions**. Responding to bidders' questions pertaining to the Bid Set within two (2) business days of receipt of Valley Water's written request. Consultant will maintain a log of bidders' questions and responses, including whether any questions require preparing addenda to the Bid Set.

7.2 **Pre-Bid Meeting**. Attending the pre-bid meeting, including a site visit, and assisting with preparation of documents to be distributed at the meeting.

7.3 **Addenda**. Preparing bid document addenda if clarifications or changes to documents in the Bid Set are needed, which includes:

7.3.1 Changes to drawings will be shown on 8.5 x 11 sheets to the extent possible.

7.3.2 Changes to drawings will be signed and stamped and will be provided within five (5) business days of the written request from Valley Water.

7.3.3 During preparation of each addendum, Consultant shall evaluate any construction schedule and cost impact of the addendum and submit to Valley Water for consideration prior to finalizing addendum.

7.4 **Conformed Contract Documents**. Preparing a Conformed Set of construction Contract Documents after construction bids are received for use during construction.

Task 7 - Deliverables

1. Written responses to bidders' questions and associated log
2. Attendance at pre-bid conference, including site visit, and preparation of notes
3. Addenda to bid documents
4. Electronic versions of stamped and signed conformed set of construction Contract

Documents
5. Stamped and electronic- or wet-signed conformed set of contract documents (electronic and hard copy) for use during Project construction

Task 7 - Assumptions

1. It is assumed the Consultant will be requested to perform all tasks.
2. To be determined on a Task Order basis.
3. Valley Water will provide a set of Standard and Special Provisions to the Consultant to be incorporated into the Bid Set. The Consultant will not modify the Standard Provisions. Consultant shall provide project-specific information for the Special Provisions as requested by VWPM.

Task 8 – Learning Center - Data Collection and Investigations

The purpose of this task is to research, review, and use Planning Phase deliverables as a basis for the design, as well as to conduct necessary field investigations (i.e., geotechnical, hydrological, hydraulic, etc.) to establish a Project Base Map, and prepare reports that will inform the design. Consultant is responsible for collecting all the data and conducting all investigations that are needed to complete the final design.

8.1 **Research and Review of Available Project Documentation**. Consultant will research and review available relevant documents and standards provided by Valley Water.

8.2 **Project Base Map**. Consultant will prepare and submit a Project Base Map, survey data, drawings, utility info, etc. and data as necessary to complete required studies and prepare contract drawings for the Project. Base Map preparation shall include, but not be limited to:

8.2.1 Collect existing survey, topographical, GIS, property, easements and rights of way and utility/infrastructure data as applicable to generation of the Project Base Map for purposes of final design.

8.2.2 Review data for existing utilities, pipelines, and other infrastructure to determine where it is necessary to verify locations for design and inclusion in final drawings. At critical locations, the Consultant will pothole existing utilities, pipelines, and other infrastructure as necessary to verify location for design and inclusion in the final drawings.

8.2.3 Conduct field survey work as necessary to verify and supplement existing topographical data for the Project work. Survey work shall be adequate for preparation of base mapping data as well as any additional mapping data collection, including the LiDAR survey (if needed). The survey work will be conducted at high density and with accuracy capable of supporting 1-foot contours. In addition, aerial photography will be obtained at 1:3600 photo scale to provide 1” = 40’ scale mapping and 1-foot contours. LiDAR data together with aerial

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photography will be used to generate a base map covering the Project work area.

8.2.4 Perform land surveying to identify Project site utilities and other features for incorporation into the Project base map as well as support any mapping data collection and validation, including LiDAR. Land surveying will include a GPS survey to establish precise horizontal and vertical coordinates on a local control station. Checkpoints will be surveyed throughout the mapping area to validate existing LiDAR data (if any) and support new LiDAR data collection, if needed. The survey will include horizontal and vertical control stations published by the National Geodetic Survey (NGS) and/or NGS-published Continuously Operating Reference Stations in order to reference the Project to a specified geodetic coordinate system and vertical datum.

8.2.5 Base map preparation must conform to Santa Clara Valley Water Standards for GIS Products (Attachment Four to Schedule D, Reference Materials).

8.3 Geotechnical Investigations. Consultant shall review previously completed relevant geotechnical reports and recommend additional investigations, if needed. Consultant shall prepare a Geotechnical Investigations Work Plan (Draft, Draft Final, and Final), which will describe the goals of the investigations needed, the exploration locations and depths, the access and drilling methods, a site-specific Health and Safety Plan (HASP), and the instrumentation and in-situ testing methods (if needed). The investigation will be designed to provide adequate data for the engineering analyses, the development of the Geotechnical Data Report and the Basis of Design Report.

8.3.1 Conduct Geotechnical/Subsurface Investigations as needed for the detailed design and identified in the Geotechnical Investigations Work Plan (Draft, Draft Final, and Final). Consultant is responsible for the proper disposal of spoils generated from the investigations activities and to provide documentation of such disposal actions to Valley Water.2.3.2 Additional Geotechnical Investigations may be approved by Valley Water with justification, to fill in data gaps identified as the detailed design progresses.

8.3.2 **Laboratory Testing Program**. Consultant shall develop a material testing program to provide all necessary data (index and performance testing) for analysis and design of the Project, for approval by Valley Water and other stakeholders identified by Valley Water PM. The tests will include index, hydraulic conductivity, compaction, consolidation, and strength tests.

8.3.3 **Geotechnical Investigations/Data Report**. Consultant shall develop a Geotechnical Investigation/Data Report (Draft, Draft Final, and Final) which will document the investigations performed and present the data obtained and the results of the field exploration and laboratory testing work completed as well as the results of other investigations previously completed relating to this Project. The report shall also include a summary of the soil and geologic conditions, previous and current investigations and explorations, methodology, materials encountered and the laboratory testing program.

8.3.4 **Geotechnical Design/Baseline Report**. Consultant shall prepare and submit a Geotechnical Design/Baseline Report (Draft, Draft Final, and Final) that provides an analysis, assessment and interpretation of the existing subsurface conditions. The report will also provide appropriate design recommendations for the basis of design, final design and construction. It will also provide information to the contractor and guidance to Valley Water in the management and monitoring of performance during construction. The report shall reference other geotechnical studies previously performed on the Project and other historical studies from the site vicinity. This report may or may not be combined with the Geotechnical Investigation/Data Report if directed by Valley Water.

8.4 Hydrologic/Hydraulic Analyses and Studies (Draft, Draft Final, and Final).

8.4.1 Consultant shall prepare hydrologic and hydraulic analyses as necessary to characterize/quantify:

a. Drainage network and patterns of the Project site and vicinity,
b. Peak flows during the annual, 100-year recurrence interval, and intermediate interval flow events,
c. Water surface elevations during the annual, 100-year recurrence interval, and intermediate interval flow events, and
d. In-channel flow velocities during the annual, 100-year recurrence interval, and intermediate interval flow events.

Task 8 - Deliverables

1. Project Base Map, survey data and drawing, utility Information, etc.
2. Geotechnical Investigation Work Plan (Draft, Draft Final, and Final)
3. Geotechnical Investigation/Data Report (Draft, Draft Final, and Final)
4. Geotechnical Baseline/Design Report (Draft, Draft Final, and Final)
5. Project Hydrology/Hydraulics Model and Report (Draft, Draft Final, and Final)

Task 8 - Assumptions

1. For geotechnical investigation, Consultant shall utilize Underground Service Alert (USA) to mark and clear buried utilities from any proposed boring locations at the Project site and apply for and obtain applicable permits from the local agency (e.g., city/county/Valley Water) having jurisdiction for the boring locations. At completion of each boring installation, Consultant will ensure borings are backfilled with cement grout in accordance with Valley Water requirements, and soil cuttings from the borings will be drummed, analytically tested for waste characterization, and transported off-site for proper disposal.
2. Consultant shall review available Phase 1 Environmental Assessment Report and prepare and submit additional Environmental Assessment Report(s) as required to complete the Final design.
3. Consultant shall prepare and submit certified Arborist Report for the Project site, as required

to comply with City permitting requirements and to complete the Final design.

4. Consultant shall coordinate with VWPM to access SVAWPC, City of San Jose property, and other Valley Water leased areas.
5. Valley Water shall provide all CAD files including the record drawings of existing facility and drawings referenced / used for the Demo Planning Study Report, as available. It is the Consultant's responsibility to verify accuracy of all information provided.

Task 9 – Learning Center - Basis for Design

The purpose of this Task is to perform the engineering analyses, calculations, and interpretations that are required to support and develop the Basis of Design for the Learning Center. Consultant is responsible for developing a comprehensive scope of work and performing independent analyses, as appropriate, to fully develop the Basis of Design without relying solely on work completed by others to achieve this purpose. The supporting analyses, calculations, and other standards and detailed design information shall be used to prepare a biddable and constructible set of Plans and Specifications and Engineering Cost Estimates for the Learning Center.

9.1 **Design Criteria Memorandum**. The Design Criteria Memorandum (DCM) will define the basic criteria and guidance that will be utilized during design. It will include Valley Water basic operations requirements, Project performance requirements, and other stakeholders' design criteria as identified by Valley Water. It will include known relevant constraints such as environmental restriction dates, etc. It will document geotechnical, civil, structural, electrical, mechanical, hydrologic and/or hydraulic standards to be used in the analyses and design. Pertinent codes and references will be cited. The Design Criteria Memorandum will be issued in Draft form and updated as design progresses through the various design stages.

9.2 **Basis of Design Report**. Consultant shall prepare a full Basis of Design Report (Draft, Draft Final, and Final) to define the technical requirements and parameters for the Learning Center including the fields of civil, geotechnical, structural, hydrologic, hydraulic, mechanical, electrical, controls, instrumentation, maintenance, and others, as appropriate. Draft Final and Final BODR will be funded by Tasks 12 and 13.

9.2.1 The Basis of Design Report may include but is not limited to the following: description of the general arrangement of existing and new facilities; summary of the pertinent findings of field investigations; basis for material properties for use in analyses; construction materials source assessment (on-site and commercial); foundation characterization to assess excavation requirements and foundation acceptance criteria; groundwater dewatering requirements; civil and geotechnical design of the Project elements for analyses; design of disposal sites; hydraulic and structural design of various elements; mechanical and electrical facilities design; and access roadwork.

9.2.2 The Basis of Design Report is to be updated throughout the design phase, if required. Upon completion of final design, the Basis of Design Report shall be updated to reflect any changes or additions that occurred over the course of the

design development as detailed in the final design document preparation.

9.3 Project-Specific Basis of Design Sub-Tasks

9.3.1 **Stakeholder Plans**. Prepare at least three (3) conceptual architectural plans and renderings for the Learning Center building and site for presentation to Valley Water Board, partner agencies, committees, and/or other stakeholders, as required. Conceptual plans shall include LEED certification options and cost estimates. Development of detail design shall proceed with selected conceptual plan or combination of selected features.

Task 9 - Deliverables

1. Design Criteria Memorandum. (Draft, Multiple Drafts maintained online, and Draft Final)
2. Basis of Design Report (Draft, Draft Final under Task 12, and Final under Task 13)

Task 10 – Learning Center - 30-Percent Design Document Preparation

The 30% design set shall establish primary drawings and specifications for all major components and shall include newly developed design details and/or refinement of the preliminary design prepared during the planning phase. The 30% design set will incorporate requirements and criteria identified in the Basis of Design documents and describe the construction scope in more detail. The level of completeness shall be Partially Complete to Substantially Complete.

10.1 Sample Drawings and Specifications. Consultant shall prepare, and submit to Valley Water, sample drawings and specifications for Valley Water review and approval to ensure that Drafting Standards are being adopted into the plan set and the specifications also follow Valley Water Specification standards.

10.1.1 The sample drawings shall include an index drawing numbering scheme, file naming labeling, layout, and format.

10.1.2 For specification development, the Consultant shall use Valley Water's Standard Provisions (boilerplate) and Valley Water's Special Provisions format. Consultant shall recommend edits and additions to Valley Water Provisions where appropriate.

10.1.3 Consultant shall submit a recommended format for the Technical provisions, for review and approval by Valley Water.

10.2 30% Plans, Specifications and Cost Estimate. Consultant shall prepare and submit 30% drawings, specifications, and an Association for the Advancement of Cost Engineering (AACE) Class 4 construction cost estimate. The plans shall include the detailed design elements, at the 30% level of design, and the specifications shall include detailed outlines of the technical specifications. Cost estimates for the most significant lines of the work breakdown structure shall be "bottom-up" estimates. The basis for field and office

overhead, other markups, and profit shall be clearly identified in the estimate.

10.2.1 Valley Water has a separate bid proposal package/template for which the Consultant shall provide input, as requested by Valley Water. Multiple, intermediate submittals of Special Provision sections to Valley Water are anticipated to reconcile referencing and formatting issues.

10.3 Right of Way. The 30% plans shall also include clear delineation of existing property lines and take lines (i.e., rights of way, easements, or property acquisitions) needed for Project construction and/or ongoing maintenance or access.

10.4 Review Meetings. Consultant will conduct a 30% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile comments generated during the review. This sub-task is funded pursuant to sub-task 1.3 One-on-One Meetings with Valley Water.

10.5 Additional Review Meetings. Consultant shall identify and attend meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks. This sub-task is funded pursuant to sub-task 1.6.1 Additional Review Meetings.

10.6 Project-Specific Sub-Tasks

10.6.1 **Planning Permit Documents.** Consultant shall prepare required plans, drawings, presentations, and other documents for submittal to local agencies to obtain planning level permits, as needed. Consultant shall attend and participate in local agency public meetings as requested by VWPM under Task 1.6

Task 10 - Deliverables

1. Sample Drawings and Specifications
2. 30% Plans and Specifications,
3. 30% AACE Class 4 Construction Cost Estimate (Preliminary and Final)
4. Planning Permit Plans, Drawings, and Documents (Preliminary and Final)

Task 11 – Learning Center - 60 Percent Design Document Preparation

The 60% design set shall incorporate additional requirements, criteria, and details that were not included in the 30% design set. It shall address the comments received and reflect necessary revisions and resolved issues from the 30% design set. It shall be ready for agency permitting review. The level of completeness shall be Substantially Complete to Virtually Complete and ready for permitting agency review.

11.1 60% Plans, Specification and Cost Estimate. Consultant shall prepare and submit 60% drawings, specifications, and an AACE Class 3 construction cost estimate. The drawings, sections, and details must be substantially completed to 60% design level. Cost estimates for the most significant lines of the work breakdown structure shall be “bottom-up” estimates based on assumed productivity, equipment, and labor spreads for the activities.

The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate. The submittal shall address the review comments in the 30% Design Comment Resolution Document.

11.2 Review Meetings. Consultant will conduct a 60% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub-task is funded in sub-task 1.3.

11.3 Additional Review Meetings. Consultant shall identify and attend design input meetings, workshops and consultations with Valley Water as needed to complete the 60% design tasks. This sub-task is funded in sub-task 1.8.1.

11.4 Draft Bid Items. Consultant shall prepare draft bid items at the 60% level of design, including a Technical Memorandum that explains the basis for the bid items and the strategies related to risk and cost uncertainty associated with work that may be difficult to define.

11.5 Project Completion. Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor's completion of each milestone are to be included in the Project specifications.

Task 11 - Deliverables

1. 60% Plans, Specifications,
2. AACE Class 3 Construction Cost Estimate (Preliminary and Final)
3. 30% Design Comment Resolution Document
4. Draft Bid Items & Supporting Technical Memorandum

Task 12 – Learning Center - 90 Percent Design Document Preparation

The 90% design set shall reflect the revisions and resolutions required from the comments received for the 60% design set. It shall also incorporate any permit conditions established by regulatory agencies. The level of completeness shall be Complete.

12.1 90% Plans, Specification and Cost Estimate. Consultant shall prepare and submit 90% drawings, specifications, and an AACE Class 2 construction cost estimate. The submittal shall be a complete drawing and specification set at or near the level of completion for construction. The cost estimate shall be based on an updated, detailed logical work breakdown structure based on the 90% plans and specifications. The submittal shall address the comments in the Design Comment Resolution Document.

12.2 Mitigation and Permitting. Consultant shall identify all applicable mitigation requirements in the certified CEQA document, and incorporate the requirements into the 90% design documents. Consultant shall assist Valley Water in preparing submittals or other supporting documents during the permit acquisition process.

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12.3 Review Meetings. Consultant will conduct a 90% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub-task is funded in sub-task 1.3.

12.4 Additional Review Meetings. Consultant shall identify and attend design input meetings, workshops, and consultations with Valley Water as needed to complete the 90% design tasks. This sub-task is funded in sub-task 1.8.1.

12.5 Technical Design Document Update. Consultant shall prepare and/or update the Basis of Design Report including the Design Criteria, analyses, calculations, etc., as identified in previous task.

12.6 Draft Bid Items. Consultant shall update the draft bid items to the 90% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define. Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor's completion of each milestone to be included in the Project specifications.

12.7 Constructability/Sequencing Requirements for the Contractor. Consultant shall prepare/update a Construction Sequencing Plan and/or Specifications, which will identify key milestone dates to be met during construction, and will include specific provisions for incorporation into the Contractor's plan, as needed.

12.8 Commissioning and Training Plans, and Operations and Maintenance Manual. Consultant shall develop a Commissioning, and Training Plan to prepare Valley Water staff for different operational modes: through the construction milestones, start-up and testing, and through the first year of operation. The plan shall assure the facility can continue to operate through construction and not disrupt the ability to meet its delivery obligations. The Commissioning and Training Plan will assist Valley Water Operations and Maintenance Staff to staff complete their primary daily duties of operating the facility and not be dedicated to supporting the Project. When support is needed from Valley Water Operations and Maintenance Staff, the Commissioning and Training Plan must include roles and responsibilities and be coordinated with the Valley Water Operations and Maintenance Staff prior to finalizing the plan.

Task 12 - Deliverables

1. 90% Plans, and Specifications
2. AACE Class 2 Construction Cost Estimate (Preliminary and Final)
3. 60% Design Comment Resolution Document (Preliminary and Final)
4. Updated Basis of Design Report, Design Criteria Technical Memorandums, and all supporting analyses and calculations, as identified in this Scope of Services (Draft and Final)
5. Updated Draft Bid Sheet and Supporting Technical Memorandum (Draft and Final)
6. 90% Construction Sequencing Plan and Specification (Draft and Final)

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SCOPE OF SERVICES

7. Commissioning and Training Plan and Operations and Maintenance Manual (Draft and Final). (Preliminary and Final)

Task 13 – Learning Center - Final Design Document Preparation

The 100% Design Set shall be a fully completed, signed, and sealed set of Plans, Specifications and Cost Estimate that is ready for construction bidding. The 90% design set will be revised, as necessary, to address any remaining permitting agency comments.

13.1 100% Plans, Specifications, Cost Estimate and Engineering Documents. Consultant shall prepare and submit 100% Design and Contract Documents (Contract Documents) for Valley Water review, including:

13.1.1 Plans and Specifications that address 90% review comments and design modifications or clarifications, as required.

13.1.2 100% Class 1 Engineer's Estimate as defined by AACE.

13.1.3 The Final Basis of Design Report with all revisions incorporated.

13.1.4 All Engineering Analysis and Calculations completed and checked as per the QA/QC Plan and assembled in accordance with the relevant design analyses sections in the Basis of Design Report.

13.1.5 90% Design Comments Resolution Form.

13.2 Bid Set. Prepare and submit Bid Set including:

13.2.1 Final plans and specifications (signed and stamped), Engineer's Estimate, Basis of Design Report, and Engineering Calculations, if necessary, which include revisions that address and resolve all outstanding issues.

13.3 Design-to-Construction Phase Transition Report. Consultant shall prepare a Design-to-Construction Phase Transition Report.

Task 13 - Deliverables
1. 100% Plans and Specifications,
2. AACE Class 1 Cost Estimate and Engineering Documents (Preliminary and Final)
3. Final Basis of Design Report
4. Engineering Analysis and Calculations
5. 90% Comment Resolution Document
6. Bid Set that includes Final Plans and Specifications (signed and stamped), including Standard Provisions, Special Provisions, Technical Provisions, Appendices, Notice to Bidders, Geotechnical Data Report, Geotechnical Baseline Report, and other bid documents
7. Design-to-Construction Phase Transition Report (Draft, Draft Final, and Final)

SCHEDULE D
SCOPE OF SERVICES

Task 13 - Assumptions

1. It is assumed the Consultant will be requested to perform all tasks.
2. To be determined on a Task Order basis.
3. Valley Water will provide a set of Standard and Special Provisions to the Consultant to be incorporated into the Bid Set. The Consultant will not modify the Standard Provisions. Consultant shall provide project-specific information for the Special Provisions as requested by VWPM.

Task 14 – Learning Center - Bid and Award Services

Upon Valley Water's request, Consultant shall assist during the bidding process of the Learning Center by:

14.1 **Bidder's Questions**. Responding to bidders' questions pertaining to the Bid Set within two business days of receipt of Valley Water's written request. Consultant will maintain a log of bidders' questions and responses, including whether any questions require preparing addenda to the Bid Set.

14.2 **Pre-Bid Meeting**. Attending the pre-bid meeting, including a site visit, and assisting with preparation of documents to be distributed at the meeting.

14.3 **Addenda**. Preparing bid document addenda if clarifications or changes to documents in the Bid Set are needed, which includes:

14.3.1 Changes to drawings will be shown on 8.5 x 11 sheets to the extent possible.

14.3.2 Changes to drawings will be signed and stamped and will be provided within five (5) business days of the written request from Valley Water.

14.3.3 During preparation of each addendum, Consultant shall evaluate any construction schedule and cost impact of the addendum and submit to Valley Water for consideration prior to finalizing addendum.

14.4 **Conformed Contract Documents**. Preparing a Conformed Set of construction Contract Documents after construction bids are received for use during construction.

Task 14 - Deliverables

1. Written responses to bidders' questions and associated log
2. Attendance at pre-bid conference, including site visit, and preparation of notes
3. Addenda to bid documents
4. Electronic versions of stamped and signed conformed set of construction Contract Documents
5. Stamped and electronic- or wet-signed conformed set of contract documents (electronic and / or hard copy) for use during Project construction

SCHEDULE D
SCOPE OF SERVICES

Task 14 - Assumptions

1. It is assumed the Consultant will be requested to perform all tasks.
2. To be determined on a Task Order basis.
3. Valley Water will provide a set of Standard and Special Provisions to the Consultant to be incorporated into the Bid Set. The Consultant will not modify the Standard Provisions. Consultant shall provide project-specific information for the Special Provisions as requested by VWPM.

Task 15 - Supplemental Services

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

15.1 Specific examples include, but not limited to:

15.1.1 Provide engineering design services for extension of McCarthy Lane and new driveway to provide access to the Learning Center from McCarthy Lane.

15.1.2 Provide early engineering design services, including early preparation of specifications, drawings, and other documents for Owner procurement of long lead equipment, as directed by Valley Water.

15.1.3 Public Outreach Support: Provide technical support related to public outreach, including development of Learning Center exhibit and model designs.

15.1.4 Provide assistance in oversight, operations, and monitoring of the Pilot Facility during the pilot testing phase.

15.2 Additional Services. Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 1 through 14 as Task 15 Supplemental Services, to include but not be limited to:

15.2.1 Additional meetings;

15.2.2 Additional time allotted for meetings;

15.2.3 Additional status/progress reports;

15.2.4 Additional phone conference calls;

15.2.5 Additional pages or copies of technical memoranda, plans, reports, drawings,

and specifications; and

15.2.6 Additional public outreach visual materials.

8. Attachments

The following Schedule D, Scope of Services listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One - Fees and Payments
Attachment Two - Schedule of Completion
Attachment Three - Consultant's Key Staff and Subconsultants
Attachment Four - Reference Materials

SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **$4,499,917** (Not- to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown

The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by Valley Water to the Consultant for Supplemental Services without prior written authorization by Valley Water as stated in this Agreement.

COST BREAKDOWN

Task	Description	Not-to-Exceed Fees
1	Project Management	$327,872
2	Pilot Facility- Data Collection and Investigation	$75,318
3	Pilot Facility - Basis of Design	$166,520
4	Pilot Facility – 30% Design Document Preparation	$373,319
5	Pilot Facility – 75% Design Document Preparation	$528,312
6	Pilot Facility – Final Design Document Preparation	$331,298
7	Pilot Facility – Bid and Award Services	$61,894
8	Learning Center - Data Collection and Investigation	$185,528
9	Learning Center - Basis of Design	$220,831
10	Learning Center – 30% Design Document Preparation	$411,473
11	Learning Center – 60% Design Document Preparation	$408,132
12	Learning Center – 90% Design Document Preparation	$442,653
13	Learning Center – Final Design Document Preparation	$287,001
14	Learning Center – Bid and Award Services	$92,765
15	Supplemental Services	$587,000
	Total Not-to-Exceed Fees	**$4,499,917**

3. Terms and Conditions

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SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS

A. Payments for Services performed, as described in this Schedule, which applies to the specific Services, will be based on the following terms:

1) Valley Water will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel, as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.

2) The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics or 2.5%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.

B. **Reimbursable Expenses**

1) All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by Valley Water Project Manager (VWPM) 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 detailed receipts for each other direct expense item(s) with monthly invoices submitted. No markup will be applied to reimbursable expenses, either by the Consultant or by its subconsultants, subcontractors, or vendors. Consultant shall provide invoices for all such services regardless of cost.

2) Equipment purchased on behalf of Valley Water that costs $50 or more must receive the prior written approval of Valley Water Project Manager (VWPM). All equipment purchased on behalf of Valley Water and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.

3) Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager (VWPM). For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air

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ATTACHMENT ONE
FEES AND PAYMENTS

4) travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager (VWPM) for a different type of vehicle.

5) Expenses incurred by the Consultant, including for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost. The 5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.

6) For staff with rates exceeding the rate of $[RATE LIMIT]/hr, the Consultant must obtain written approval from the Valley Water Project Manager (VWPM) as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]

C. **Prevailing Wage Requirements**

1) The Scope of Services described in Tasks 2 and 8 may be considered by Valley Water to be “Public Works” requiring the payment of prevailing wages. See Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.

2) In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water’s Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at http://www.dir.ca.gov.

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ATTACHMENT ONE
FEES AND PAYMENTS

HOURLY/UNIT RATE TABLE

CLASSIFICATION	HOURLY/ UNIT RATE
Consultant: AECOM	
Billing Rates for Named Individuals based on Project Classifications	
Project Manager (Vijay Sundaram)	$336.11
Project Controls Lead (Dominik Nadolski)	$250.28
Design Manager (Jay Jayakumar)	$336.11
Senior QA/QC Manager (Gabriel Perigault)	$336.11
Architecture V (Bill Goryl)	$236.43
Sustainability Consultant V (Pooja Sannamani)	$194.96
Sr. Automation Specialist (Nader Rezaei)	$178.71
Billing Rates by Classification (AECOM)	
CAD Specialist IV	$183.20
CAD Specialist I	$78.10
Civil Director	$341.40
Civil Engineering I	$113.94
Civil Engineering II	$137.27
Civil Engineering III	$160.82
Civil Engineering IV	$191.65
Civil Engineering V	$236.19
Civil Engineering VI	$301.95
Civil Engineering VII	$336.11
Civil Manager	$236.90
Civil Sr Manager	$289.57
Construction Project Manager II	$150.67
Geologist III	$152.25
Project Controls Analyst II / Admin / WP	$119.75
Project Controls Analyst III	$156.45
Project Controls Manager	$219.56
Technical Director	$319.73
Engineering Manager	$286.98
BIM Lead	$183.14
Lead Land Surveyor	$232.39
SH&E Sr Manager	$208.96
Senior Architect	$204.98

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ATTACHMENT ONE
FEES AND PAYMENTS

CLASSIFICATION	HOURLY/ UNIT RATE
Senior Geotechnical Engineer	$209.25
Senior Cost Estimator	$204.33
Project Designer – Arch	$154.16
LEED Specialist	$156.51
Subconsultant: Kennedy Jenks	
Engineer – Scientist – Specialist 9	$348.45
Engineer – Scientist – Specialist 8	$328.78
Engineer – Scientist – Specialist 7	$281.37
Engineer – Scientist – Specialist 6	$257.86
Engineer – Scientist – Specialist 5	$214.74
Engineer – Scientist – Specialist 4	$183.27
Engineer – Scientist – Specialist 3	$171.38
Engineer – Scientist – Specialist 2	$138.41
Engineer – Scientist – Specialist 1	$102.98
CAD Technician	$134.10
Project Assistant	$143.67
Subconsultant: Cotton, Shires & Associates, Inc.	
Principal	$304.67
Supervising	$253.10
Senior Staff	$187.48
Staff	$145.29
Subconsultant: EXARO Technologies Corporation	
Operations Manager	$223.47
Project Manager	$239.04
Project Coordinator	$142.03
Lead Foreman	$172.14
Foreman	$151.56
Technician	$134.13
Subconsultant: HydroScience Engineers, Inc.	
Principal / Civil Lead	$315.00
Electrical Lead (Engineer VIII)	$295.00

SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS

CLASSIFICATION	HOURLY/ UNIT RATE
Electrical / Civil Engineer (Engineer V)	$255.00
Design Support (Engineer II)	$215.00
Drafter / BIM / CAD Manager	$169.00
Subconsultant: M Lee Corporation	
Cost Estimator	$124.70
Senior Estimator I	$209.49
Senior Estimator II	$220.71
Senior MEP Estimator	$204.50
Lead Estimator I	$240.66
Chief Estimator	$249.39
Subconsultant: Merrill Morris Partners	
Principal Landscape Architect	$281.01
Sr. Associate Landscape Architect III	$181.10
Landscape Designer V	$138.10
Landscape Designer IV	$128.02
Landscape Designer III	$112.59
Subconsultant: SOHA Structural Engineers	
Project Manager	$230.00
Sr. Project Engineer	$173.00
Project Engineer 3	$162.00
Project Engineer 2	$152.00
Drafter / BIM Lead	$152.00
Drafter / BIM	$123.62
Subconsultant: Weston & Associates	
Senior Principal	$220.00
Principal	$210.00
Senior Engineer / Project Manager	$200.00
Engineer 2	$175.00
Engineer 1	$165.00
Senior Designer	$180.00
Designer 2	$155.00
Drafter	$115.00

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SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS

CLASSIFICATION	HOURLY/ UNIT RATE
Senior Administration	$75.00
Administration / Clerical	$50.00

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SCHEDULE D
ATTACHMENT TWO
SCHEDULE OF COMPLETION

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.

2. This Agreement expires 30 months after the Effective Date, unless Valley Water, at its sole discretion, extends the term of the Agreement by exercising its two one-year option periods. An extension of the term of this Agreements must be in the form of a written amendment signed by both Parties.

3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Duration of Agreement
2	Pilot Facility – Data Collection and Investigations	4
3	Pilot Facility – Basis for Design	4
4	Pilot Facility – 30 Percent Design Document Preparation	6
5	Pilot Facility – 75 Percent Design Document Preparation	8
6	Pilot Facility – Final Design Document Preparation	10
7	Pilot Facility – Bid and Award Services	18
8	Learning Center – Data Collection and Investigations	9
9	Learning Center – Basis for Design	9
10	Learning Center – 30 Percent Design Document	12
11	Learning Center – 60 Percent Design Document	16
12	Learning Center – 90 Percent Design Document	19
13	Learning Center – Final Design Document Preparation	22
14	Learning Center – Bid and Award Services	30
15	Supplemental Services	Duration of Agreement

SCHEDULE D
ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

1. Consultant's key staff assigned to the Project are as follows:

Team Member	Classification	Project Role	Contact Information (Address, Phone and Email)
Vijay Sundaram	Project Manager	Project Manager	2020 L St, Sacramento, CA 95811 Ph. 916 846 1796 Email: Vijay.Sundaram@aecom.com
Dominik Nadolski	Project controls Lead	Project Controls	2020 L St, Sacramento, CA 95811 Ph. 626 710 2989 Email: Dominik.Nadolski@aecom.com
Jay Jayakumar	Design Manager	Design Manager	999 W Town & Country Rd, Suite 300 Orange, CA 92868 Ph. 562 405 6802 Email: Jay.Jayakumar@aecom.com
William (Bill) Goryl	Architecture V	Architectural Lead	150 California St San Francisco, CA Ph. 415 908 6104 Email: Bill.Goryl@aecom.com
Pooja Sannamani	Sustainability Consultant	LEED Certification	150 California St San Francisco, CA Ph. 714 902 4505 Email: pooja.sannamani@aecom.com
Nader Rezai	Sr. Automation Specialist	O&M Manuals, Training Plan	999 W Town & Country Rd, Suite 300 Orange, CA 92868 Ph: 512 999 1720 Email: Nader.Rezai@aecom.com

2. The following Subconsultants and Subcontractors are authorized to perform Services pursuant to this Agreement:

Firm	Project Role	Contact Information (Address, Phone and Email)
Kennedy Jenks	Project Management, Pilot Facility Lead, I&C Design Lead, Process Mechanical design	275 Battery St, Suite 550 San Francisco, CA 94111 Contact: Todd Reynolds Ph: (415) 243-2453 Email: ToddReynolds@KennedyJenks.com

SCHEDULE D
ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Cotton, Shires & Associates, Inc.	Geotechnical Investigations	646 University Ave Los Gatos, CA 95032 Contact. David Schrier Ph: 408 354 5542 Email: DSchrier@cottonshires.com
Exaro Technologies Corporation	Underground Utility Investigations (Potholing)	1831 Bayshore Highway Burlingame, CA 94010 Contact. Arthur Servin Ph: 559 824 5686 Email: ase@exarotec.com
HydroScience Engineers, Inc.	Civil and Electrical Design for Pilot Facility and Learning Center	741 Allston Way Berkeley, CA 94710 Contact. Curtis Lam Ph: 510 540 7100 Email: clam@hydroscience.com
M Lee Corporation	Cost Estimating for Pilot Facility and Learning Center	601 Montgomery St, Suite 2040, San Francisco, CA 94111 Contact. Emily Liu Ph: 415 693 0236 Email: eliu@mleecorp.com
Merrill Morris Partners	Landscape Architecture Design for Learning Center	155 Filbert St Suite 206 Oakland CA 94607 Contact. John Pottis Ph: 510 277 3400 Email: jpotis@merrill-morris.com
Soha Structural Engineers	Structural Design for Pilot Facility and Learning Center	594 Howard St., Suite 400 San Franciso, CA 94105 Contact: Larry Chambers Ph: 415 989 9900 Email: lchambers@soha.com
Weston & Associates	HVAC and Plumbing Design for Learning Center	601 University Ave, Suite 260 Sacramento, CA 95825 Contact: David Weston Ph: 916 482 0820 Email: dweston@weston-me.com

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SCHEDULE D
ATTACHMENT FOUR
REFERENCE MATERIALS

Ref No.	Description
1	Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) (FC 1650)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf
3	San Jose Purified Water Project Demonstration Facility Planning Report
4	SVAWPC Site Plans
5	Microsoft Parking Lot Plans
6	Preliminary Geotechnical Design Report – Advanced Water Purification Facility Project North San Jose
7	Preliminary Tree Survey
8	Hazardous Substance Liability Assessment San Jose Purified Water Project Phase 1
9	Valley Water CADD Standards
10	Field and Topographic Survey Data
11	Title report
12	Alviso Master Plan (December 1998)

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Santa Clara Valley Water District

File No.: 26-0368

Agenda Date: 6/9/2026
Item No.: 8.1.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
5-Year Implementation Plan for Fiscal Years 2027-2031 for the Safe, Clean Water and Natural Flood Protection Program.

RECOMMENDATION:

A. Approve the proposed key performance indicator (KPI) adjustments to two projects in the Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program);
B. Approve the proposed text adjustment to specific projects in the Safe, Clean Water Program;
C. Approve the Safe, Clean Water Program's 5-Year Implementation Plan for Fiscal Years 2027-2032 (5-Year Plan or Plan); and
D. Authorize staff to update the 5-Year Plan following the close of FY26 and the availability of audited financials.

SUMMARY:
On November 3, 2020, Santa Clara County voters overwhelmingly approved Measure S, a renewal of Santa Clara Valley Water District's (Valley Water) Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program or Program).

The renewed Safe, Clean Water Program addresses the following six community priorities:

Priority A: Ensure a Safe, Reliable Water Supply
Priority B: Reduce Toxins, Hazards, and Contaminants in our Waterways
Priority C: Protect Our Water Supply and Dams from Earthquakes and Other Natural Disasters
Priority D: Restore Wildlife Habitat and Provide Open Space
Priority E: Provide Flood Protection to Homes, Businesses, Schools, Streets, and Highways
Priority F: Support Public Health and Public Safety for Our Community

The Program is implemented through a structured framework designed to ensure transparency, accountability, and alignment with voter-approved priorities. The Safe, Clean Water Program's 5-Year

Implementation Plan for Fiscal Years 2027-2031 (Attachment 1) outlines the approach for delivering Program projects within the broader 15-year financial planning cycle (FY22-36), while addressing evolving financial, regulatory, and implementation conditions.

The Plan reflects progress made during the first five years of implementation (FY22-26) and identifies work planned for the next five years (FY27-31) to achieve key performance indicators (KPIs). It includes financial information and defines roles and responsibilities for implementing, monitoring, and evaluating Program performance.

The Plan:

- Breaks down KPIs into 5-year targets and proposes measures to gauge progress toward them.
- Identifies Program challenges and strategies to continue advancing priority infrastructure.
- Supports flood protection, water supply reliability, and environmental stewardship goals.

Data Limitation

This Plan has been prepared prior to the completion of FY26, the final year of the first 5-Year Implementation Plan (FY22-26). It is based on preliminary financial and outcome data available as of March 2026 and is therefore subject to change.

An updated Plan will be published after FY26 closes in July 2026 and audited financial statements become available in December 2026/January 2027.

Change Control Process

As the Program progresses, adjustments or modifications to projects and sometimes the KPIs may be necessary due to inflation, regulatory changes, or evolving project conditions. Valley Water follows a Board-approved Change Control Process that distinguishes among the following three types of project changes, last updated by the Board on February 24, 2026.

- **Adjustments:** Changes to the Safe, Clean Water Program's project text or funding allocation that do not impact the delivery of any project KPI, or changes to a project schedule. Adjustments may include change(s) to a KPI when the purpose of such change(s) is to clarify the project KPI to be consistent with the applicable project description in the approved Program.

- **Modifications:** Changes to the project description, project KPI, or funding allocation that

impact the delivery of any KPI.

- **Non-Implementation:** A decision by the Board to not implement a project.

While modifications require noticed public hearings, adjustments can be approved by the Board during a regular agenda item without a hearing.

5-Year Plan Improvements

In prior annual report reviews, the Independent Monitoring Committee (IMC) noted that year-by-year reporting does not provide a comprehensive multi-year perspective. To address this concern, the 5-Year Plan includes:

- A summary of progress toward the five-year targets.
- An overview of modifications, decisions not to implement a project, and adjustments to text, schedule, funding, and KPIs.
- Appendix D, which provides the cumulative status of all projects for FY22-26.

The Plan also includes visual comparisons of:

- Initial 15-year funding.
- Board-adjusted funding.
- Current funding forecast.

These comparisons are presented at both the project and priority levels.

Additionally, contributions from the Watersheds and Stream Stewardship Fund and the Water Utility Enterprise Fund are illustrated to show how they support KPI achievement.

FY22-26 (Q1-Q3) Key accomplishments

Water Supply

- ***Project A2: Water Conservation Rebates and Programs***

Converted nearly 4.1 million square feet (sq ft) of lawn to low-water-use landscaping; exceeded $5.4 million.

- ***Project A3: Pipeline Reliability***

Began construction on two of the four planned line valves. Work is underway on West Pipeline valves near Quito Road in Saratoga and near Granada Avenue in Cupertino.

Flood Protection

- ***Project E6: Upper Llagas Creek Flood Protection Project***

Completed construction of the first two phases of the three-phase project, with the third and final phase currently under construction. Secured $80 million in grant funding from the Natural Resources Conservation Service (NRCS), of which Valley Water has already received approximately $21 million in reimbursements.

- ***Project E1: Coyote Creek Flood Protection Project***

Completed the Coyote Creek Flood Management Measures Project (Phase 1) of the project. Phase 1, part of the Anderson Dam Federal Energy Regulatory Commission (FERC) Order Compliance Project for Anderson Dam Seismic Retrofit, is funded by the Water Utility Enterprise Fund.

The Board approved advertisement of the Coyote Creek Flood Protection Project (Phase 2) for construction bids in April 2026.

Stewardship

- ***Project D6: Restoration of Natural Creek Functions***

Completed the project and delivered the KPI with the construction of the Hale Creek Enhancement Pilot Project and the Bolsa Road Fish Passage Improvements Project.

- ***Project D7: Partnerships for the Conservation of Habitat Lands***

On track to complete the project and deliver the KPI in FY26 by contributing $3.95 million to support Peninsula Open Space Trust's 2,284-acre Sargent Ranch acquisition. In FY24, Valley Water contributed $4 million toward the Santa Clara Valley Habitat Agency's 3,653-acre Richmond Ranch

purchase.

- ***Project F5: Good Neighbor Program: Encampment Cleanup***

Managed 18,090 acres between FY22-FY26 (Q1-Q3) to clean up encampment-generated trash, debris, and hazardous pollutants, exceeding the KPI of managing 300 acres annually.

- ***Project F9: Safe, Clean Water Grants and Partnerships***

Awarded approximately $5.2 million in grants and partnerships for stewardship activities.

- ***Project D4: Fish Habitat and Passage Improvement***

Completed the construction of the large woody debris and gravel augmentation project to improve the fish habitat along Uvas Creek in Gilroy.

Transparency and Accountability

Independent Monitoring Committee Review

Each year, to ensure transparency and accountability, the Safe, Clean Water Program requires the IMC to conduct annual reviews and prepare annual reports looking back on the prior year to assess progress toward achieving the Program's intended outcomes.

Every five years, the Safe, Clean Water Program requires the IMC to look ahead in its review of the draft 5-Year Plan before it is presented to the Board for consideration and approval. The IMC has continued to fulfill these responsibilities with diligence and dedication.

Staff presented the draft Plan to the IMC on May 7, 2026. The IMC had no recommendations regarding the 5-year targets but did have notes on how to improve the Plan, which ranged from correcting minor typographical errors to providing additional information (see Attachment 2). The IMC recommended approving the 5-Year Plan with its notes captured. All the IMC's notes have been addressed in the version of the 5-Year Plan presented today for Board approval.

The IMC also expressed strong appreciation for staff's work in developing the 5-Year Implementation Plan, commending the document's organization, level of detail, and overall quality.

One IMC member stated, "I really like how it is set up. This is a really impressive document." Another commented, "I just wanted to say thank you because this is just an incredible effort, and the staff really nailed it. Especially when you get to the appendices and are able to look at everything-that is

very helpful…We are looking at a very great product here."

A third IMC member remarked, "It is so obvious how many experts and people have been involved in this... I can say on behalf of all of us how much we appreciate the time, energy, and effort that went into putting this together…It is great that staff is so receptive to our comments."

Independent Professional Audits

The Program also requires the Board to conduct independent professional audits at least every five years. Although an independent audit is required at least every five years, the IMC requested an earlier review of the Program, and the Board concurred.

In FY23, the Board initiated the Program's first independent audit, covering its first three years of implementation (FY22-24).

The audit report includes nine (9) recommendations, two of which recommend that Valley Water evaluate whether to change certain project KPIs to ensure they are financially sustainable, remain aligned with current project activities, and that their descriptions clearly articulate the project's scope and deliverables.

Valley Water is actively addressing all nine (9) audit recommendations. To access the audit report, including management response to the recommendations, visit tinyurl.com/SCWauditFY22-24.

Recommended Adjustments

As part of Finding #9, the audit identified two projects for which their existing KPIs do not fully reflect project activities that are currently undertaken. These two projects are Project D1: Management of Riparian Planting and Invasive Plant Removal, and Project F3: Flood Risk Assessment Studies. The Auditor noted that the KPIs for these two projects could be enhanced for clarity and scope to better align with current project activities and deliverables. In response to audit recommendations, staff has recommended KPI revisions for these two projects. As per the Board's direction, the proposed revisions were presented to the Board Policy and Monitoring Committee (BPMC) on April 21, 2026, for review before they are presented to the full Board.

Additionally, as part of its 5-Year Plan development, staff identified the need to revise the project descriptions of two other projects to update outdated information-D5: Ecological Data Collection and Analysis and Project E8: Upper Guadalupe River Flood Protection.

The proposed revisions (Attachment 3) meet the definition of "adjustment" pursuant to the Change

Control Process and do not require formal public hearings prior to adoption. As per the Safe, Clean Water Program's Change Control Process, staff is recommending approval of the proposed KPI and text adjustments that have been incorporated in the 5-Year Plan. Details of the proposed adjustments are included in Attachment 3, with deletions shown in strikethrough and additions indicated in red font.

Proposed Modifications

In Finding #7, the audit noted misalignment between the KPI for Project E5: San Francisquito Creek Flood Protection and Valley Water's role and authority. The auditor recommended evaluating the project KPI for potential revisions. In response to audit recommendations, staff has recommended revisions to shift the KPI from an outcome-based metric to one that measures Valley Water's funding contribution to the project. The proposed revisions were presented to and supported by the BPMC on April 21.

While not part of the audit findings, staff also proposed expanding the scope of a KPI for Project F6: Good Neighbor Program - Graffiti and Litter Removal and Public Art to allow implementation or funding of eligible public art projects throughout Santa Clara County, without limiting public art projects to be located on Valley Water-owned infrastructure and property. Similarly, the BPMC supported staff's recommended revisions to the KPI for Project F6.

The proposed revisions meet the definition of "modification" pursuant to the Change Control Process. As noted, modifications require noticed public hearings and will be brought forward to the Board at a later date in accordance with the updated public outreach process and timeline outlined in the Change Control Process.

For more information on staff recommendations to the BPMC, visit <https://fta.valleywater.org/dl/JqPTJw6xykH6>.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice and equity impacts associated with this item.

FINANCIAL IMPACT:
The 5-Year Plan is produced and printed internally and budgeted to the Safe, Clean Water Implementation Project (26061012).

CEQA:
There are no environmental justice impacts associated with this item.

ATTACHMENTS:
Attachment 1: 5-Year Implementation Plan
Attachment 2: IMC Notes for 5-Year Implementation Plan
Attachment 3: Recommended Adjustments
Attachment 4: PowerPoint

UNCLASSIFIED MANAGER:
Luz Penilla, 408-630-2228

Click Link to View Document: tinyurl.com/SCW5YrPlanFY27-31

Valley Water

Safe, Clean Water and Natural Flood Protection

Fiscal Years 2027-2031

5-Year Implementation Plan

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Independent Monitoring Committee
Review of 5-Year Implementation Plan (FY2027-2031)
Notes for the 5-Year Implementation Plan

Topic:	Note:	Staff Response:
Introduction Chapter, Section 2: Implementation Strategies	1. Page 7, under the subhead Assumptions, add a paragraph specifically about the challenges of timely permits and the ability to establish and maintain partnerships and what Valley Water is doing to address these challenges. 2. Page 7, update the footnote to reflect that there were originally 32 projects in the Program.	1. Staff agrees and has added text about the challenges of timely permits and the ability to establish and maintain partnerships, and how Valley Water is addressing these challenges. 2. Staff agrees and has expanded the footnote to reflect that originally there were 32 projects in the project.
Introduction Chapter 4, Section Financial Information	1. Regarding Figure 4.1, Funding Sources, capture funding transfers into the Program within the pie chart and provide an explanation of what is included in the transfer-in category.	1. Staff agrees and has reflected the funding transfers into the Program within the pie chart and provided an explanation of what is included in the transfer-in category.
Project C1: Anderson Dam Seismic Retrofit	1. Under Adjustments/Modifications, Schedule Adjustment, correct the last sentence of the paragraph to refer to Funding Outlook on page 56 (not page 50). 2. Figure C1.1, Anderson Dam Fund Transfer Schedule, correct the footnote to refer to Funding Outlook on page 56 (not page 50).	1. Staff agrees and has corrected the text to refer to the Funding Outlook on page 56 2. Staff agrees and has corrected the footnote to refer to the Funding Outlook on page 56.
Project D4: Fish Habitat and Passage Improvement	1. Regarding Figure D4.3, add a note that the Current 15-year Forecast includes the 2012 Safe, Clean Water Program carryforward.	1. Staff agrees and has added a footnote that the Current 15-year Forecast includes the 2012 Safe, Clean Water Program carryforward.
Appendix B: Estimated Program Schedule	1. The Chart is missing Project E8.	1. Staff agrees and has updated the chart to show Project E8.
Appendix C: Initial 15-Year Plan vs. Current 15-Year Forecast	1. Add a footnote or a sentence clarifying that: a. The Initial 15-Year Plan dollars are inflated. b. The Current 15-year Forecast includes planned funding from the Water Utility Enterprise and Watershed Stream Stewardship funds.	1. Staff agrees and has an introductory sentence clarifying that: a. The Initial 15-Year Plan dollars are inflated. b. The Current 15-year Forecast includes planned funding from the Water Utility Enterprise and Watershed Stream Stewardship funds.
Overall general	1. When reporting outcomes by years, present them as bullet points.	1. Staff agrees and will ensure that, when reporting outcomes by years, they are presented as bullet points.

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Recommended Adjustments

Project D1: Management of Riparian Planting and Invasive Plant Removal
Section: Key Performance Indicator (KPI)
Justification: The project has three KPIs, including KPI #3 to "Targeted control of 25 acres of damaging non-native, invasive plant species, such as *Arundo donax*, throughout the county over a 15-year period."

The current language of the KPI is too narrowly focused on a single plant species (*Arundo donax*) and does not reflect the broader project description, which states that the project "includes targeted control of especially damaging non-native, invasive plant species, such as *Arundo donax*, throughout the county."

While the project description cites *Arundo donax* as a primary example, it was never intended to be the sole metric for success. Restricting the KPI to a single species overlooks the essential work performed to control other high-priority invasive plants.

To better reflect the project's objective of comprehensive invasive species management, staff has proposed the following KPI adjustment:

> KPI #3: "~~Remove~~ Targeted control of 25 acres of damaging non-native, invasive plant species, such as *Arundo donax,* throughout the county over a 15-year period."

Project F3: Flood Risk Assessment Studies
Section: KPI
Justification: The project has two KPI's, including KPI#2 to "Annually, update floodplain maps on a minimum of three (3) creek reaches in accordance with new FEMA standards."

The Auditor expressed concern that the current phrasing could be misinterpreted as requiring Valley Water to produce official FEMA regulatory maps, which is a task outside of Valley Water's jurisdiction. The intent of this KPI is to ensure that Valley Water's internal floodplain maps are updated to remain consistent with FEMA standards.

To eliminate any ambiguity, staff has proposed the following KPI adjustment:

> KPI #2: "Annually, update Valley Water's floodplain maps on a minimum of three (3) creek reaches in accordance with new FEMA standards."

Project D5: Ecological Data Collection and Analysis
Section: Description
Justification: The text adjustment to the project description removes two outdated parenthetical examples, namely One Water Plan and Stream Corridor Priority Plans, that Valley Water no longer uses.

The One Water initiative has been transitioning over the past several years to a Watershed Master Planning framework to better clarify the purpose and scope of the planning effort. Also, the term "Stream Corridor Priority Plans" is no longer used, and its intended functions are now addressed through Watershed Master Plans and, where applicable, more detailed Native Ecosystem Enhancement Tools. Examples of this transition are available on the Watershed Master Plan webpage https://www.valleywater.org/project-updates/watershed-master-plan.

Below is the proposed text adjustment to the description:

> "The new and updated information will be used to develop or modernize integrated watershed plans ~~(such as watershed profiles, One Water Plan and Stream Corridor Priority Plans)~~ that identify potential projects, support grant applications, environmental analyses and permits, and are shared with land use agencies, environmental groups, and the public to make efficient and coordinated environmental decisions throughout the county."

Project E8: Upper Guadalupe River Flood Protection
Section: Description
Justification: FY26, USACE informed Valley Water that additional federal funding will not be available to complete the General Reevaluation Report (GRR) due to broader national funding constraints and evolving federal planning requirements. The GRR study, initiated in January 2021 following an extended period without federal funding, was intended to reassess the project's scope, benefits, and construction costs to improve its competitiveness for future federal funding.

This decision is not unique to Valley Water and reflects broader national funding constraints and evolving federal planning requirements. Valley Water will explore local-funding-only options while continuing its partnership with USACE on the project.

The project description is updated to remove outdated information on the GRR progress and schedule, as these have changed over the years. Moving forward, current status updates will be provided annually through the Program's Annual Report.

Below is the proposed text adjustment to the description:

~~"In January 2021, USACE initiated a General Reevaluation Study of the preferred project. The General Reevaluation Report (GRR) is expected to be completed by June 2025. The scope of the project may change as a result of the GRR findings."~~

Furthermore, the Draft 5-Year Plan reflects the funding and schedule adjustments that take effect in FY26 with the Board's approval of the Capital Improvement Program's (CIP's) Five-Year Plan for Fiscal Year 2027-31 (CIP FY27-31). These include:

1. **Project D4: Fish Habitat and Passage Improvement.** The schedule for Project D4.2, Ogier Ponds Separation from Coyote Creek, has been accelerated by nearly two years. This schedule remains tied to the Anderson Dam Seismic Retrofit Project (ADSRP) and is dependent on ADSRP's completion timeline. The design phase has been advanced from FY31 to FY29, enabling a potential construction start in FY29 and completion in FY32, rather than FY34.

2. **Project E4: Upper Penitencia Creek Flood Protection.** The project schedule has been updated to allow for planning targeted risk-reduction measures for flooding hotspots, accelerating design activities, and reviewing phased implementation. The Planning Phase is now scheduled for completion in FY27 rather than FY30. The Design Phase is currently scheduled for completion in FY30; however, the timeline may change based on the recommendations from the Planning Phase.

3. **Project E8: Upper Guadalupe River Flood Protection.** In FY26, following USACE's communication that no further federal funding is available to complete the General Reevaluation Report (GRR), Valley Water began evaluating options to complete the project. These may include pursuing planning, design, and construction of Reaches 7 and 8 with local funding. The two reaches, stretching from the South Pacific Railroad (SPRR) crossing downstream of Willow Street to Willow Glen Way, have the highest flood risks.

   These and other options, such as a smaller scope project to reduce risk until the 100-year project can be implemented, will be evaluated over the next several months (FY27). As a result, the overall project schedule has been extended, with construction now anticipated to be completed in FY36. Meanwhile, Valley Water will also continue to work with USACE to advance the remainder of the project by completing the General Reevaluation Study under Section 203 of the Water Resources Development Act of 2000, which allows a Non-Federal Sponsor to complete a feasibility study using local resources.

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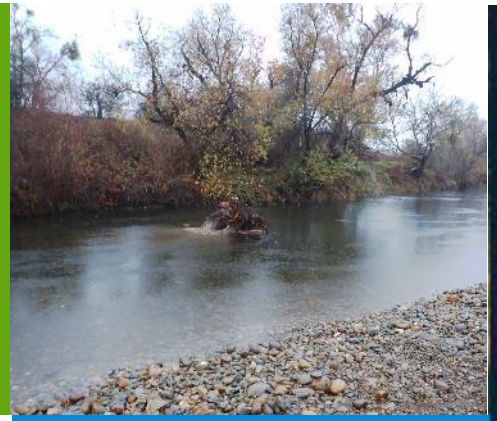


Safe, Clean Water and Natural Flood Protection

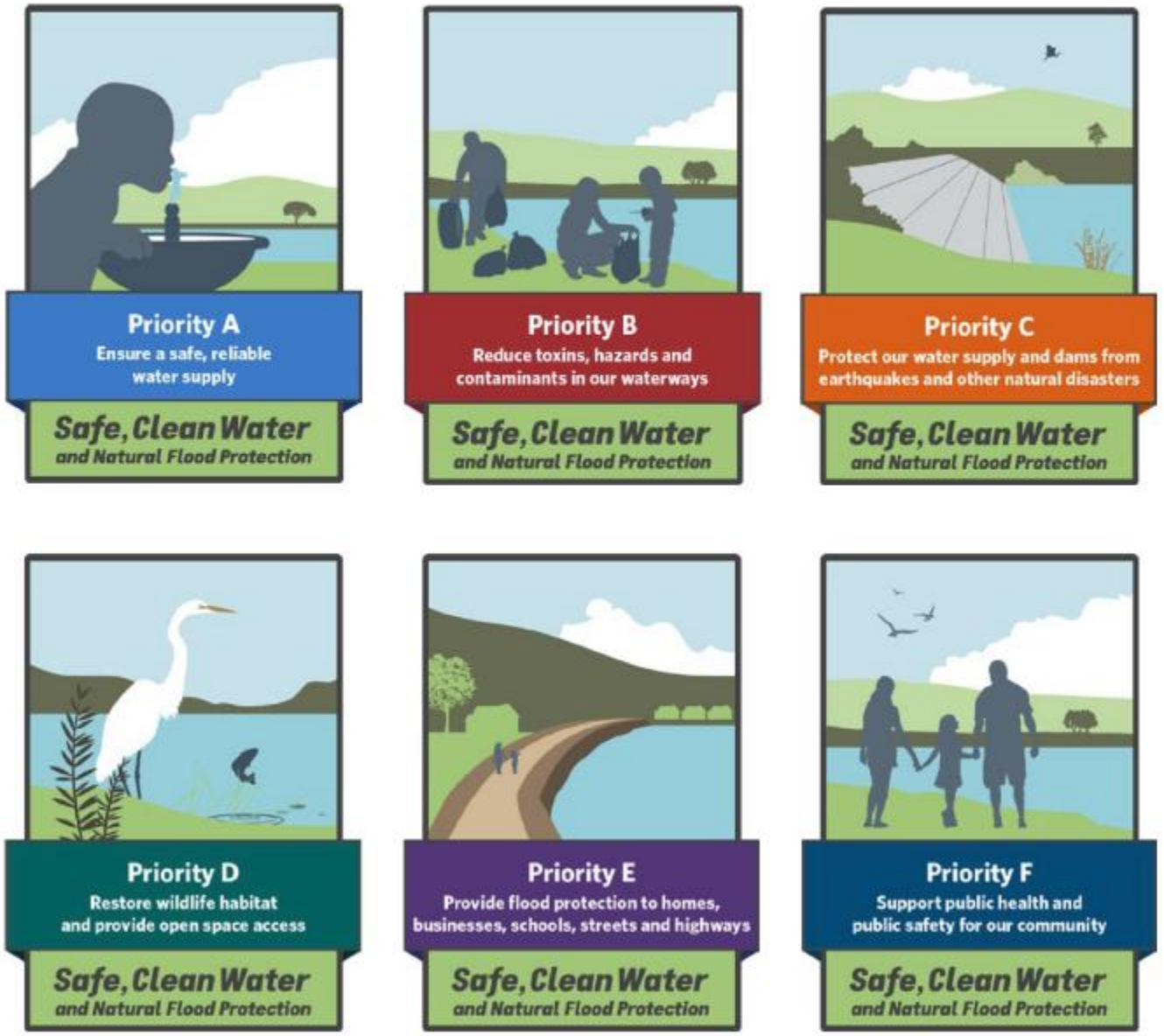
Draft 5-Year Implementation Plan (FY27-31)

Presented by: **Jessica Collins**, Unit Manager

Agenda

- Safe, Clean Water Program Overview
- 5-Year Implementation Plan
- Key Accomplishments & Performance Targets
- Next Steps

Community-Preferred Priorities



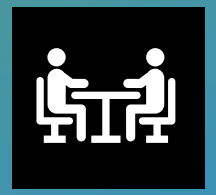
Transparency and Accountability

Multiple 15-Year Financial Planning Cycles

5-Year Checkpoints and Implementation Plans

Annual Reports; Website Updates

Independent Monitoring



5-Year Professional, Independent Audits

Change Control Process

Public & Interested Parties Engagement Process every 15-years

Why This Plan Matters

- Supports transparency, accountability, and alignment with voter priorities
- Guides project delivery and funding
- Tracks measurable progress
- Strengthens transparency and accountability

Data Transparency

- Based on preliminary data (as of Mar 2026); subject to change
- Final update after FY26 close and audited financials (Dec. 2026/Jan. 2027)
- Report will be republished with finalized data

Multi-Year Financial & Performance View

- Multi-year view in response to IMC feedback
- Comprehensive snapshot of targets, progress, and funding outlook
- Clear tracking of project changes (adjustments, modifications, and non-implementation)
- Alignment with long-term funding strategy

FY22-26 Accomplishments

- Upper Llagas Creek: Phases 1–2 complete; Phase 3 underway
- Secured $80M (NRCS) & $2.2M EPA funding
- Coyote Creek: Phase 1 complete; Phase 2 to bid
- Line valves: 2 of 4 under construction

FY22-26 Accomplishments

- Completed Hale Creek Pilot & Bolsa Road Fish Passage projects
- Improved fish habitat along Uvas Creek (Gilroy)
- Invested ~$8M to acquire ~5,900 acres (Sargent & Richmond Ranch)
- Awarded ~$5.2M in stewardship grants/partnerships

FY22-26 Accomplishments

- Converted ~4.1M sq ft of lawn to drought-tolerant landscape
- Removed 4,062+ tons of trash from waterways
- Managed 18,090 acres to reduce pollution and protect water quality

Transparency and Accountability:
Independent Monitoring Committee Review

- Ongoing IMC Review and Board reporting
- IMC reviewed the draft 5-Year Plan on May 7, 2026
- The IMC had no recommendations regarding the proposed 5-year targets; only notes
- The IMC recommended approving the Plan with their notes
- Staff addressed the IMC's notes and updated the draft 5-Year Plan for the Board's approval

Transparency and Accountability:
Independent Professional Audits

- Program requires independent audits min. every 5 years
- Early audit requested and completed (FY22–24)
- 9 findings identified and being addressed

Proposed Adjustments

Project D1: Management of Riparian Planting and Invasive Plant Removal

- KPI Adjustment to better reflect the project's objective of comprehensive invasive species management.

Project F3: Flood Risk Assessment Studies

- KPI #3 adjustment to eliminate any ambiguity.

Project D5: Ecological Data Collection and Analysis

- Project description adjustment to remove outdated text.

Project E8: Upper Guadalupe River Flood Protection

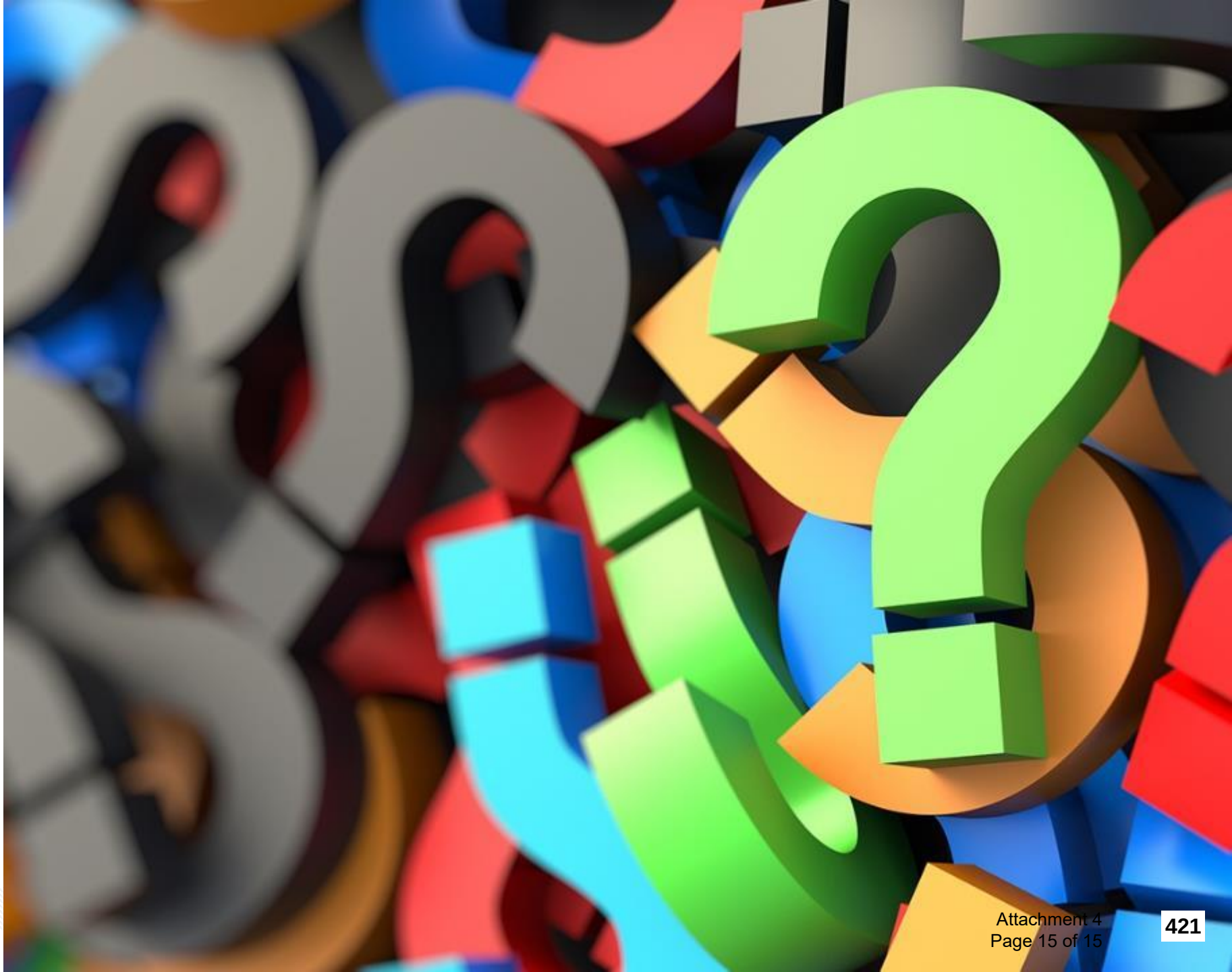
- Project description adjustment to remove outdated information.

Board Actions Today

- Approve the proposed KPI adjustments and project description adjustments.
- Approve the 5-Year Implementation Plan.
- Authorize staff to update the 5-Year Plan following the close of FY26 and the availability of audited financials.

QUESTIONS

Stay informed
about
Valley Water
by signing up
for our
eNewsletter.



Valley Water

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Santa Clara Valley Water District

File No.: 26-0527

Agenda Date: 6/9/2026
Item No.: *10.1.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:
CEO and Chiefs' Reports.

ATTACHMENTS:
*Handout 10.1-A: OCE Monthly Update
*Handout 10.1-B: OGR May Summary

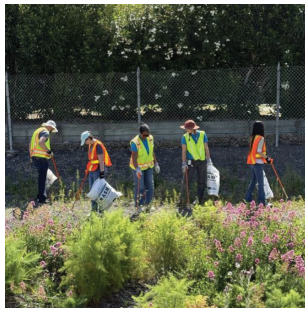
MAY 2026

Office of Civic Engagement Monthly Update

Valley Water

CREEK STEWARDSHIP

On May 16, Valley Water and the Creek Connections Action Group successfully coordinated National River Cleanup Day at 47 cleanup sites throughout Santa Clara County. A total of 740 volunteers participated in the event, removing approximately 14,050 pounds of litter from 69 miles of waterways and surrounding natural areas.



Volunteers pick up litter along the banks of Sunnyvale East Channel in Sunnyvale during National River Cleanup Day.

Valley Water's Youth Commission hosted a cleanup site which included a trash sorting activity to educate volunteers on the types of litter entering local waterways. Director Santos visited the site, as well as other cleanup sites in District 3.

National River Cleanup Day continues to serve as an important community stewardship effort supporting water quality, pollution prevention, and public engagement throughout Santa Clara County.

In addition to National River Cleanup Day, Valley Water Adopt-A-Creek volunteers conducted two cleanup events earlier in May, removing 140 pounds of litter from Permanente Creek in Mountain View and Calabazas Creek in Santa Clara.

EDUCATION OUTREACH

In May, staff engaged youth from kindergarten through fifth grade through classroom lessons and assemblies. Students at Capri, Country Lane, and Nimitz elementary schools explored the life cycle and challenges of the steelhead trout through the interactive Steelhead Journey lesson and game. Students learned how Valley Water protects steelhead habitat and discussed everyday actions they can take to help protect this local species. In the Water We Share lesson, students from Glen View Elementary created posters promoting purified water to demonstrate their understanding of its importance and benefits.

Students at Country Lane Elementary school learn about Valley Water's mission to provide safe and clean water, flood protection, and healthy creeks and ecosystems to Santa Clara County.

1,072 youth
9,082 fiscal year-to-date

34 classroom lessons
239 fiscal year-to-date

1 assembly
15 fiscal year-to-date

WATER SUPPLY OUTREACH

Valley Water hosted the 2026 WateReuse Association Northern California Chapter meeting in May at its headquarters in San José. Staff welcomed water agencies from around the region and offered new beverages and treats made with purified water, including lemonade, sweet tea, and popsicles.

The City of San José's Environmental Services Department invited staff to present at the San José-Santa Clara Regional Wastewater Facility for the Association of Women in Water, Energy and Environment. Staff discussed the threats to Santa Clara County's water infrastructure and highlighted the demand for waterreuse.

In May, 152 attendees visited the Silicon Valley Advanced Water Purification Center for an in-person tour, including youth students and educators, water industry proponents, business professionals, and members of Valley Water's Water 101 Academy. Altogether, staff distributed 305 bottles of purified water for outreach.

Local water agencies, consultants, and regulators are welcomed with purified water popsicles at the WateReuse Association Northern California Chapter meeting in San José.

81 students and educators
874 fiscal year-to-date

43 public tour attendees
405 fiscal year-to-date

28 Valley Water staff
112 fiscal year-to-date

152 total attendees
1,569 fiscal year-to-date

305 bottles distributed
2028 fiscal year-to-date

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YOUTH COMMISSION

Valley Water Youth Commission holds it's 4th Quarterly Meeting at the board room.

In May, the Youth Commission held its fourth quarterly meeting, during which each subcommittee provided updates on the completion of their respective projects. The meeting also included a graduation ceremony recognizing 11 Youth Commissioners for their service and contributions. Directors Ballard and Hsueh were both in attendance. With 11 upcoming vacancies on the Youth Commission, staff conducted outreach and received more than 120 applications from interested students throughout Santa Clara County. Eleven new Youth Commissioners will be selected to join the Commission this fall.

SAFE, CLEAN WATER GRANTS AND PARTNERSHIPS

Mini-Grants

Awards:

- **Dhyan Foundation - Environmental Stewardship Education: Soil Health, Composting, and Community Learning:** Valley Water awarded a Mini-Grant to Dhyan Foundation for the Environmental Stewardship Education: Soil Health, Composting, and Community Learning Project. The project will deliver environmental education focused on soil health, composting, and plastic waste reduction through a series of 12 workshops in San José. Participants will engage in hands-on activities that feature composting and water conservation.

Standard Grants

Closeouts:

- **Santa Clara Valley Habitat Agency - Pacheco Creek Restoration Project:**

  Through a $500,000 FY 2019 Safe, Clean Water Program Standard Grant, Santa Clara Valley Habitat Agency supported the long-term recovery of threatened and endangered species including South Central California Coast steelhead, California red-legged frog, California tiger salamander, and Least Bell's Vireo along the Pacheco Creek Reserve near the Pacheco Pass Highway in Santa Clara County. This was achieved by restoring 9.43 acres of Central California sycamore alluvial woodland, restoring or enhancing 1.02 acres of coastal and valley freshwater marsh habitat, enhancing 10 acres of mixed riparian woodland, creating 0.40 acres of seasonal wetland, creating or reconnecting 1.67 miles of secondary stream channels, establishing 4,600 native plants throughout the restoration area, installing 34 post-assisted log structures, and engaging members of the public throughout the duration of the project.

Refill Station Grants

Awards:

- **Alum Rock Union Elementary School District - McCollam Elementary School and Russo/McEntee Academy:**

  Alum Rock Union Elementary School District received two $5,000 FY 2026 Safe, Clean Water Refill Station Grants for two elementary schools in San José. The grant will support the purchase, installation, and maintenance of new refill stations at McCollam Elementary School and Russo/McEntee Academy, ensuring that students, staff, and community members have reliable access to safe, clean drinking water.

WATER 101 ACADEMY

The Water 101 Academy held its fourth virtual session and in-person infrastructure bus tour in May. The theme for session four was Water is Life: Securing Our Future, where participants learned about how Valley Water is preparing for climate change, the process for budget and rate setting, and received overviews of the Calabazas/San Tomas Aquino Creek-Marsh Connection Project and the Anderson Dam Seismic Retrofit Project. On the infrastructure bus tour, participants visited five locations representing various Valley Water projects.

WATER RATE ASSISTANCE PROGRAM

On May 12, the Board approved increasing the Water Rate Assistance Program (WRAP) budget by $250,000 in FY 2027 and FY 2028. The additional funds will assist income-eligible residents of Santa Clara County who are struggling to pay their water bills. At the Water Retailers Finance Subcommittee meeting, staff shared details about WRAP with local water retailers and discussed other financial assistance programs available to the community. In May, WRAP assisted 155 households by paying water bills totaling $59,122.65.

150 households
1,325 fiscal year-to-date

$59,122.65 paid
$546,449.68 fiscal year-to-date

LOOKING AHEAD

Silicon Valley Advanced Water Purification Center Tours and Presentations:

June 5	Public Tour
June 13	Public Tour
June 30	San Jose City College

Education Outreach Programs:

June 3	Nature Explorers Camp
June 11	Boys and Girls Club: Alviso
June 18	Boys and Girls Club: Levin
June 23	City of Los Altos' Redwood Grove Summer Camp
June 25	Boys and Girls Club: Sí Se Puede
June 29	City of Los Altos' Redwood Grove Summer Camp
June 30	City of Santa Clara Summer Camp

Water 101 Academy:

June 4	Water 101 Academy Graduation Ceremony

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SUMMARY FOR MAY 2026

Office of Government Relations

Valley Water

GOVERNMENT RELATIONS ADVOCACY EFFORTS

Valley Water Engages with State and Regional Partners at ACWA's 2026 Spring Conference

From May 5 – 7, Valley Water directors and staff attended the Association of California Water Agencies (ACWA) 2026 Spring Conference in Sacramento. Chair Tony Estremera, Vice Chair Richard Santos, Director Shiloh Ballard, and staff met with partner agencies and advocated for key water infrastructure projects, including funding for the Anderson Dam Seismic Retrofit Project and B.F. Sisk Dam Raise and Reservoir Expansion Project. Valley Water staff also serve on several ACWA committees, including in a vice chair role on the Local Government Committee. During the conference, Valley Water's local government affairs representative also participated in a panel discussion focused on local government engagement and regional collaboration in the water sector.

May 7: Valley Water staff wrapping up at ACWA after listening to Governor Newsom's closing keynote address.

May 7: Image shared during Governor Newsom's closing keynote address

FEDERAL ADVOCACY EFFORTS

Staff Advocates for Valley Water Priorities in Washington

Staff traveled to Washington, DC, with coalition partners to advocate for shared priorities, including WIFIA loan approval, Sisk Dam Raise Project funding, and FY27 appropriations. During DC's "Water Week," staff joined the American Water Works Association, Association of Metropolitan Water Agencies, Association of California Water Agencies, and other groups in meetings with Members of Congress, committee staff, and agency officials to urge action on priority issues.

Capitol Building in Washington, D.C.

STATE ADVOCACY EFFORTS

2026 State Legislative Days in Sacramento

On May 19, Director Jim Beall and Director Shiloh Ballard, along with Valley Water staff, conducted the 2026 Legislative Day in Sacramento. Director Jim Beall and Director Shiloh Ballard led staff in meetings with members of the Santa Clara County legislative delegation, legislative leadership staff, Governor Newsom's Administration, and key policy officials to advocate for Valley Water's funding, legislative, and policy priorities.

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Discussions focused on Valley Water's more than $10 billion capital improvement program, including water supply, flood protection, watershed stewardship, and infrastructure reliability projects. Valley Water highlighted the need for continued state partnership to help reduce ratepayer costs amid ongoing federal funding uncertainty.

Key funding priorities discussed included funding requests for the Pure Water Silicon Valley Demonstration Facility and Education Center, Anderson Dam Seismic Retrofit Project, and the Coyote Creek and Guadalupe River flood protection projects. Additional topics included SB 872 (McNerney) regarding conveyance and subsidence repair funding, and AB 1772 (Papan) regarding golden mussel response efforts.

May 19: (left to right) Rachael Gibson, Director Jim Beall, Assemblymember Patrick Ahrens (D-San Jose), Antonio Alfaro, Director Shiloh Ballard.

May 19: (left to right) Chris Hakes, Rachael Gibson, Aaron Baker, Assemblymember Diane Papan (D-San Mateo), Director Jim Beall, Director Shiloh Ballard, Rita Chan, Joshua Golka, Antonio Alfaro.

LOCAL ADVOCACY EFFORTS

On May 9th, Valley Water hosted an information booth at the Berryessa Art Festival. Staff engaged with community members about National River Cleanup Day, the Landscape Rebate Program, and had booth attendees answer water trivia. Vice Chair Santos attended the festival and stopped by the table to interact with staff and guests.

May 9: Vice Chair Santos with Valley Water staff at the Berryessa Art Festival

RECENT EVENTS

- MAY 9 — Berryessa Art & Wine Festival, San José
- MAY 23-24 — Morgan Hill Mushroom Festival

FUTURE EVENTS

- JUNE 6-7 — Sunnyvale Art & Wine Festival, San José
- JUNE 12 — WEPA Fest 2026, San José
- JUNE 13 — Dia De Portugal, San José
- JUNE 13 — African American Community Service Agency's 45th Annual Juneteenth in the Streets Festival, San José

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2025-26 State Legislation with Board-Approved Positions

Bill (Author)	Subject	Position	Status
AB 11 (Lee)	The Social Housing Act	Support	Pending – Senate Housing Committee (2 Yr Bill)
AB 35 (Alvarez)	Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: Administrative Procedure Act: Exemption: Program guidelines and selection criteria	Support	Pending – Senate Natural Resources and Water Committee
AB 259 (Blanca Rubio)	Open Meetings Teleconferences	Support	Pending – Senate Judiciary Committee (2 Yr Bill)
AB 269 (Bennett)	Dam Safety and Climate Resilience Local Assistance Program	Oppose	Failed – Assembly Water, Parks & Wildlife Committee
AB 454 (Kalra)	Migratory Birds: California Migratory Bird Protection Act	Support	Signed by the Governor
AB 514 (Petrie-Norris)	Emergency Water Supplies	Support	Failed – Assembly Appropriations Committee – Suspense File
AB 532 (Ransom)	Water Rate Assistance Program	Support	Pending – Senate Appropriations Committee – Suspense File (2 Yr Bill)
AB 707 (Soria)	San Luis and Delta-Mendota Water Authority: B.F. Sisk Dam Raise and Reservoir Expansion Project	Support	Failed – Assembly Rules Committee
AB 810 (Irwin)	Local Government Internet Websites and Email Addresses	Oppose	Failed – Assembly Appropriations Committee – Suspense File
AB 1319 (Schultz)	Protected Species: California Endangered Species Act	Oppose Unless Amended	Signed by the Governor
AB 1577 (Bauer-Kahan)	Data Centers: Reporting	Support	Pending – Senate Rules Committee
AB 1603 (Schultz)	Pesticides: perfluoroalkyl and polyfluoroalkyl substances (PFAS)	Support	Pending – Senate Rules Committee
AB 1772 (Papan)	Fish and Wildlife: Invasive Mussels	Support	Pending – Senate Rules Committee
AB 2032 (Ransom)	Fish and Wildlife: Golden Mussels	Support	Pending – Senate Rules Committee
AB 2051 (Wicks)	Public Resources: Coastal Resilience Permitting Working Group	Support	Pending - Assembly Floor
AB 2180 (Ward)	Local Government: Proposition 218 Omnibus Implementation Act: Proportional Cost of Service	Support	Pending – Senate Local Government Committee
AB 2215 (Calderon)	Water Rights: Permits: State Water Project	Support	Pending – Senate Rules Committee
AB 2469 (Papan)	Water Resources: Data Centers	Support	Pending – Senate Rules Committee
AB 2619 (Papan)	Water Resources: Data Centers	Support	Pending – Senate Rules Committee
AB 2739 (Soria)	Water: Affordability and System Stabilization	Support	Pending – Senate Rules Committee
AB 2777 (Committee on Environmental Safety & Toxic Materials)	State Water Pollution Control Revolving Fund Program: Loans: Outdoor Eating Areas: Water Reuse	Support	Pending – Senate Rules Committee
SB 31 (McNerney)	Water Quality: Recycled Water	Support	Signed by the Governor

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2025-26 State Legislation with Board-Approved Positions - *continued*

Bill (Author)	Subject	Position	Status
SB 72 (Caballero)	The California Water Plan: Long-Term Supply Targets	Support	Signed by the Governor
SB 454 (McNerney)	State Water Resources Control Board: PFAS Mitigation Program	Support	Vetoed by the Governor
SB 466 (Caballero)	Drinking Water: Hexavalent Chromium: Civil Liability: Exemption	Support	Signed by the Governor
SB 496 (Hurtado)	Advanced Clean Fleets Regulation: Appeals Advisory Committee: Exemptions	Support	Failed – Senate Appropriations Committee - Suspense File
SB 598 (Durazo)	Construction Manager/General Contractor Project Delivery Method	Support	Signed by the Governor
SB 599 (Caballero)	Atmospheric Rivers: Research: Forecasting Methods: Experimental Tools	Support	Pending – Assembly Appropriations Committee – Suspense File (2 Yr Bill)
SB 601 (Allen)	Water: Waste Discharge	Oppose Unless Amended	Pending – Assembly Appropriations Committee – Suspense File (2 Yr Bill)
SB 650 (Cabaldon)	The Sacramento-San Joaquin Delta Reform Act of 2009.	Support	Signed by the Governor
SB 682 (Allen)	Environmental Health: Product Safety: Perfluoroalkyl and Polyfluoroalkyl Substances	Support	Vetoed by the Governor
SB 695 (Cortese)	Transportation: climate resiliency: projects of statewide and regional significance	Support	Signed by the Governor
SB 753 (Cortese)	Special Business Regulations: Shopping Carts	Support	Signed by the Governor
SB 872 (McNerney)	Delta Levees and Canal Subsidence Fund	Support and Amend	Pending - Assembly Water, Parks & Wildlife Committee
SB 899 (Grove)	Fire Prevention: Wildfire and Forest Resilience Task Force: Wildfire Smoke	Support	Pending - Assembly Natural Resources Committee
SB 949 (Becker)	Environmental protection: Natural Resources Agency: resource of statewide significance: Santa Cruz Mountains.	Support	Pending - Assembly Natural Resources Committee
SB 952 (Laird)	State Water Project: Renewable Energy Resources and Zero-Carbon Resources	Support	Pending – Assembly Rules Committee
SB 1085 (Durazo)	Water Supply Planning: California Environmental Quality Act Determination	Support	Pending – Assembly Rules Committee
SB 1125 (Menjivar)	Water Rate Assistance Program	Support	Pending – Assembly Rules Committee

2025-26 Federal Legislation with Board-Approved Positions

Bill (Author)	Subject	Position	Status
H.R. 337 (Costa)	Groundwater Technical Assistance Act	Support	Introduced
H.R. 338 (Costa)	Every Drop Counts Act	Support	Introduced
S. 322 (Padilla)	Improving Atmospheric River Forecasting Act	Support	Introduced
H.R. 1267 (Gluesenkamp Perez)	Water Systems PFAS Liability Protection Act	Support	Introduced
H.R. 403 (Swalwell)	Preventing Our Next Natural Disaster Act	Support	Introduced
H.R. 1382 (Huffman)	San Francisco Bay Restoration Program Technical Correction Act	Support	Reported Out of Committee

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2025-26 Federal Legislation with Board-Approved Positions - *continued*

Bill (Author)	Subject	Position	Status
H.R. 605 (Costa)	Headwaters Protection Act of 2025	Support	Introduced
H.R. 1871 (Huffman) S. 857 (Curtis)	Water Conservation Rebate Tax Parity Act of 2025	Support	Introduced
H.R. 1894 (Calvert)	Federally Integrated Species Health (FISH) Act	Support	Introduced
H.R. 2594 (Crawford)	Water Risk and Resilience Organization Establishment Act	Support	Introduced
H.R. 2344 (Schakowsky) S. 1118 (Markey)	Water Information Sharing and Analysis Center (WaterISAC) Threat Protection Act	Support	Introduced
H.R. 2766 (Fallon)	Special District Fairness and Accessibility Act	Support	Introduced
H.R. 2774 (Harder)	Safeguarding Our Levees Act	Support	Introduced
S. 1760 (Curtis)	Restoring WIFIA Eligibility Act	Support	Introduced
H.R. 2907 (Stanton)	Save Building Resilient Infrastructure and Communities (Save BRIC) Act	Support	Introduced
S. 324 (Rosen)	Smarter Weather Forecasting for Water Management, Farming, and Ranching Act of 2025	Support	Introduced
S. 1481 (Wicker)	Lifting Our Communities through Advance Liquidity for Infrastructure (LOCAL Infrastructure) Act	Support	Introduced
H.R. 1255 (Kustoff)	Investing in Our Communities Act	Support	Introduced
S. 1246 (Tillis)	FEMA Independence Act of 2025	Support	Introduced
H.R. 4733 (Sorensen)	Low-Income Household Water Assistance Program Establishment Act	Support and Amend	Introduced
H.R. 3572 (Valadao)	Farm to Market Road Improvement Act	Support and Amend	Introduced
S. 1413 (Padilla)	To authorize additional funding for the San Joaquin River Restoration Settlement Act	Support	Introduced
S. 1477 (Padilla) H.R. 2945 (Lieu)	Housing for All Act of 2025	Support and Amend	Introduced
H.R. 6422 (Stauber)	American Water Stewardship Act	Support	Introduced
S. 3693 (Cortez Masto)	Large-Scale Water Recycling Program Reauthorization Act	Support	Introduced
H.R. 4593 (Fry)	Saving Homeowners from Overregulation With Exceptional Rinsing (SHOWER) Act	Oppose	Passed House
H.R. 6641 (Gray)	Central Valley Water Solution Act	Support	Introduced
H.R. 6984 (Menendez)	Data Center Transparency Act	Support	Introduced
H.R. 5566 (Carbajal) S. 3590 (Blunt Rochester)	Water Infrastructure Resilience and Sustainability Act	Support	Introduced
H.R. 7845 (Peters)	Drought Relief Obtained Using Government Help Today (DROUGHT) Act	Support	Introduced
H.R. 4144 (Mullin)	Groundwater Rise and Infrastructure Preparedness Act of 2025	Support	Introduced

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Santa Clara Valley Water District

File No.: 26-0003

Agenda Date: 6/9/2026
Item No.: *13.1.

BOARD AGENDA MEMORANDUM

Government Code Section 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A)

SUBJECT:
Review the Fiscal Year 2026 Board Policy Planning Calendar.

RECOMMENDATION:
Review the Fiscal Year 2026 Board Policy Planning Calendar.

SUMMARY:
This item provides the Board an opportunity to review the Fiscal Year 2025 Board Policy Planning Calendar (FY26 Board Calendar) and identify appropriate items for Board Committee work plans for discussion and feedback to the Board.

The current FY26 Board Calendar containing the Board work plan items is attached for Board review.

ENVIRONMENTAL JUSTICE IMPACT:
The FY26 Board Calendar is not subject to environmental justice analysis.

FINANCIAL IMPACT:
There is no financial impact associated with this item.

CEQA:
The recommended action does not constitute a project under CEQA because it does not have the potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
Attachment 1: FY26 Board Calendar

UNCLASSIFIED MANAGER:

Candice Kwok-Smith, 408-630-3139

Fiscal Year 2026 VALLEY WATER BOARD POLICY PLANNING CALENDAR

Fiscal Year 2026 Board Work Plan			Committee	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1.	Protect and maintain existing assets and infrastructure and advance new projects.														
2.	Improve internal capability to negotiate and acquire regulatory permits.														
3.	Educate and engage the community, elected officials and interested parties on our management of water resources in Santa Clara County.	Joint meeting with City of San Jose			S										
		Environmental Partners Meeting	Environmental Partners Working Group		C			C				C	C		
4.	Explore and pursue diversified, sustainable and cost-effective water storage opportunities.	Sites Reservoir	WSDM Committee		C		C				C/R			C	R
		Sisk Dam Raise Reservoir	WSDM Committee									R		C	
		Groundwater Banking Opportunities	WSDM Committee							C				C	
5.	Secure existing water supplies and water supply infrastructure.	Water Supply Master Plan				R		R							
		Urban Water Management Plan	WSDM Committee								C			C	R
		Delta Conveyance Project													
6.	Lead Purified Water Efforts with committed partners.	Potable Reuse Partnership with City of San Jose	RWC, JRWPAC	C	C / S	C			C		C / R	C	C	C	C
7.	Complete the Anderson Dam Seismic Retrofit Project.	Anderson Dam Tunnel Project	CIP Committee	C / R	C	C	C		C	C		C	C	C	C
		Anderson Dam Seismic Retrofit Project	CIP Committee	C	R	R	R			C			R	C	
8.	Make water conservation a California way of life in Santa Clara County.	Water Conservation Program Updates	WSDM Committee		C		C						C	C	C
9.	Protect people and property from flooding in all regions of the County, by applying a comprehensive, integrated watershed management approach that balances environmental quality, environmental justice, sustainability, and cost.	Watershed Master Plans	Board Policy and Monitoring Committee											C	
		Stream Maintenance Program (SMP3) EIR											R		

Board Meetings
R = Regular
S = Special
C = Committee
X = Closed

5-7-2026

Fiscal Year 2026 VALLEY WATER BOARD POLICY PLANNING CALENDAR

Fiscal Year 2026 Board Work Plan			Committee	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
10.	Plan and design projects with multiple benefits, including protecting ecosystem functions, enhancing habitat, and improving connectivity in all regions of the County.														
11.	Protect creeks, bay, and other aquatic ecosystems from threats of pollution and degradation.	Review of WRPZ Ordinance Implementation	Environmental Creek Cleanup Committee							C					
12.	Complete and implement the Fisheries and Aquatic Habitat Collaborative Effort (FAHCE) agreement.	FAHCE Implementation Update	Stream Planning and Operations Committee					C			C			C	
		Project Site Visits	Stream Planning and Operations Committee											C	
13.	Protect waterways and facilities from encampment impacts while collaborating with community partners and supporting regional efforts to reduce homelessness.	Review of WRPZ Ordinance Implementation	Environmental Creek Cleanup Committee							C					
14.	Protect the safety of Valley Water staff, residential neighbors, and unsheltered individuals by working independently and in partnership with law enforcement agencies.	Review of WRPZ Ordinance Implementation	Environmental Creek Cleanup Committee							C					
15.	Address future impacts of extreme weather events to Valley Water's mission and operations.	Greenhouse Gas Reduction Plan	Board Policy and Monitoring Committee												R
16.	Maintain appropriate staffing levels and expertise, prioritize the safety of our staff, and build and sustain a collaborative working environment for all staff and partners while ensuring fair employment.	Vacancy Status, Recruitment, and Retention Efforts											R		
17.	Provide affordable and cost-effective level of services.	Grant Status Update Reports		R		R		R		R		R		R	
		Annual Audit Workplan Approval	Board Audit Committee					C	R						
18.	Other Notable Policy and Board Actions	Legislative Proposals and Guiding Principles						R							

Board Meetings
R = Regular
S = Special
C = Committee
X = Closed

5-7-2026

Fiscal Year 2026 VALLEY WATER BOARD POLICY PLANNING CALENDAR

Items Regularly Monitored by Board		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1.	BAO Performance	X						X					
2.	BAO Compensation												X/R
3.	Board Expense Report	R			R			R			R		

Board Meetings
R = Regular
S = Special
C = Committee
X = Closed

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