Santa Clara Valley Water District
Board of Directors Meeting

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

*AMENDED/APPENDED
SPECIAL CLOSED SESSION AND REGULAR MEETING AGENDA

Wednesday, November 12, 2025
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**

Wednesday, November 12, 2025	**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 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. 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

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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/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 25-0966
CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION
Significant Exposure to Litigation
Pursuant to Government Code Section 54956.9(d)(2)
First Community Housing, Betty Anne Gardens, L.P.

2.2. CLOSED SESSION 25-0967
CONFERENCE WITH LEGAL COUNSEL, PENDING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Morris, et al. v. Betty Anne Gardens, et al.
(Santa Clara County Superior Court, Case No. 25CV477634)

*2.3. CLOSED SESSION 25-0991
CONFERENCE WITH LEGAL COUNSEL, PENDING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Water Rights Change Petitions for Licenses: 6943, 11791, 2205, 2206, 2207, 2208, 2209, 6944, 2837, and 5729, State Water Board, Administrative Hearings Office.

*2.4. District Counsel Report on Closed Session.
(*Previously Listed as Item 2.3)

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 any item not 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 to speak. Speakers will be acknowledged by the Board/Committee Chair in the order requests are received and granted speaking access to address the Board/Committee. Speakers' comments should be limited to three minutes or as set by the Chair. The law does not permit Board/Committee action on, or extended discussion of, any item not on the agenda except under special circumstances. If Board/Committee action is requested, the matter may be placed on a future agenda. All comments that require a response will be referred to staff for a reply in writing. The Board/Committee may take action on any item of business appearing on the posted agenda.

3.4. Receive Information on the Consultant Study Regarding Santa Clara Valley Water District's Water Use Projections, Water Demand Elasticity, Customer Affordability Study, and Provide Feedback to Staff as Needed. 25-0810

Recommendation:
A. Receive information on consultant study regarding Santa Clara Valley Water District's water use projections, water demand elasticity, and customer affordability, including study scope, objectives, and status update; and
B. Provide feedback to staff as needed.

Manager: Darin Taylor, 408-630-3041

Attachments: Attachment 1: SCVWD 06242025 Item 3.4 Conformed Copy
Attachment 2: PowerPoint
*Handout 3.4-A: Sierra Club

Est. Staff Time: 20 Minutes.

3.5. Adopt the Water Supply Master Plan 2050. 25-0889

Recommendation: Adopt the Water Supply Master Plan 2050.

Manager: Kirsten Struve, 408-630-3138

Attachments: Attachment 1: WSMP 2050
Attachment 2: PowerPoint

Est. Staff Time: 20 Minutes.

3.6. Receive an Overview of the Fiscal Year 2026-27 Groundwater Production Charge, Treated Surface Water Charge, Raw Surface Water Charge, and Recycled Water Charge Rate Setting Processes; Review Assumptions for the 10-Year Water Rate Projection and Potential State Water Project Tax Levy; and Provide Feedback. 25-0871

Recommendation:
A. Receive an overview of the Fiscal Year 2026-27 rate-setting processes for groundwater production charges, treated surface water charges, raw surface water charges, and recycled water charges;
B. Review assumptions for the 10-year water rate projection and potential State Water Project tax levy; and
C. Provide feedback to staff.

Manager: Darin Taylor, 408-630-3068

Attachments: Attachment 1: PowerPoint
Attachment 2: SCVWD Resolution No. 99-21
Attachment 3: SCVWD Resolution No. 12-10

Est. Staff Time: 20 Minutes.

3.7. Receive an Overview of the Fiscal Year 2026-27 Rolling Biennial Budget Process. 25-0870

Recommendation: Receive an overview of the Fiscal Year 2026-27 Rolling Biennial Budget process to provide an opportunity for Board input.

Manager: Darin Taylor, 408-630-3068

Attachments: Attachment 1: PowerPoint

Est. Staff Time: 10 Minutes.

3.8. Receive the Winter Preparedness Briefing. 25-0794

Recommendation: Receive information on the Santa Clara Valley Water District's preparedness for winter operations.

Manager: Alexander Gordon, 408-630-2637

Attachments: Attachment 1: PowerPoint

Est. Staff Time: 10 Minutes.

REGULAR AGENDA:

4. CONSENT CALENDAR: (4.1 - *4.4) (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. Approve the Re-Appointment of Committee Members for an Additional Two-Year Term to the Agricultural Water Advisory Committee. 25-0931

Recommendation: Consider and approve the re-appointment of committee members for an additional two-year term to the Agricultural Water Advisory Committee.

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

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

4.2. Approve Recommended 2026 Legislative Policy Proposals and Guiding Principles. 25-0722

Recommendation: Approve recommended 2026 Legislative Policy Proposals and Guiding Principles for the second year of the two-year session in both the California State Legislature and the 119th Congress; and for local and regional legislative efforts.

Manager: Marta Lugo, 408-630-2237

Attachments: Attachment 1: 2026 Policy Proposals and Guiding Principles
Attachment 2: PowerPoint

*4.3. Approval of Minutes. 25-0864

Recommendation: Approve the minutes.

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

Attachments: Attachment 1: 09232025 Meeting Minutes

*4.4. Accept the CEO Bulletin for the Weeks of October 24 through November 6, 2025. 25-0969

Recommendation: Accept the CEO Bulletin.

Manager: Melanie Richardson, 408-630-2017

Attachments: Attachment 1: 11062025 CEO Bulletin

5. BOARD OF DIRECTORS:

5.1. Receive the Safe, Clean Water Performance Audit Report for the Period Covering July 1, 2021, Through June 30, 2024, with Management's Response. 25-0885

Recommendation: Receive the Safe, Clean Water Performance Audit Report for the period covering July 1, 2021, through June 30, 2024, with management's response.

Manager: Darin Taylor, 408-630-3068

Attachments: Attachment 1: Audit Report
Attachment 2: PowerPoint

Est. Staff Time: 10 Minutes.

*5.2. Consider the October 27, 2025, Water Supply and Demand Management Committee Recommendation to Approve the Proposed Agreement with the Wheeler Ridge-Maricopa Water Storage District for 6,234 Acre-Feet of Storage Capacity in Sites Reservoir for up to $618,500, Increasing Santa Clara Valley Water District's Project Participation Level from 0.2% to 0.66%, for a Total of 9,351 Acre-Feet of Storage. 25-0975

Recommendation: Consider the October 27, 2025, Water Supply and Demand Management Committee recommendation to:

A. Approve execution of the proposed assignment Agreement with Wheeler Ridge-Maricopa Water Storage District for 6,234 acre-feet of storage capacity in Sites Reservoir for up to $618,500, which would increase Santa Clara Valley Water District's Project participation level from 0.2% to 0.66%, for a total of 9,351 acre-feet of storage; and
B. Provide feedback and recommendations to staff as necessary.

Manager: Vincent Gin, 408-630-2633

Attachments: Attachment 1: Agreement
Attachment 2: PowerPoint

Est. Staff Time: 5 Minutes.

*5.3. Board Committee Reports. 25-0970
(*Previously Listed as Item 5.2)

Attachments: *Handout 5.3-A: 10072025 BPMC, Summary
*Handout 5.3-B: 11102025 PFFC, Agenda

Est. Staff Time: 5 Minutes.

6. WATER UTILITY ENTERPRISE:

7. WATERSHEDS:

8. ASSISTANT CHIEF EXECUTIVE OFFICER:

8.1. Approve the Fiscal Year 2024-25 Safe, Clean Water and Natural Flood Protection Program Annual Report with Proposed Text Adjustments and Authorize Submission to the Independent Monitoring Committee for Review. 25-0862

Recommendation:
A. Approve the Fiscal Year 2024-25 Safe, Clean Water and Natural Flood Protection Program Annual Report (Annual Report) with text adjustments;
B. Authorize staff to submit the Annual Report to the Independent Monitoring Committee for its review; and
C. Authorize staff to update the Annual Report with audited financials, as necessary.

Manager: Luz Penilla, 408-630-2228

Attachments: Attachment 1: SCW Program Background
Attachment 2: FY25 Safe, Clean Water Annual Report
Attachment 3: Project Text Adjustments, Redlined
Attachment 4: Project Text Adjustments, Clean
Attachment 5: PowerPoint

Est. Staff Time: 20 Minutes.

8.2. Receive an Informational Update on the Capital Improvement Program Prioritization Process Enhancements. 25-0947

Recommendation: Receive an informational update on the Capital Improvement Program Prioritization Process Enhancements.

Manager: Luz Penilla, 408-630-2228

Attachments: Attachment 1: PowerPoint

Est. Staff Time: 10 Minutes.

8.3. Receive an Overview of the Initially Validated and Currently Unfunded Capital Projects. 25-0691

Recommendation:
A. Review the list of initially validated and currently unfunded Capital Projects; and
B. Provide feedback as necessary.

Manager: Luz Penilla, 408-630-2228

Attachments: Attachment 1: PowerPoint

Est. Staff Time: 20 Minutes.

8.4. Approve Amendment No. 6 to Agreement A3675A with GEI Consultants, Inc., for Environmental Services for the Calero and Guadalupe Dam Seismic Retrofits Project, Project No. 91084020, Increasing the 25-0906

Not-to-Exceed Fee by $5,888,623 for a Revised Total Not-to-Exceed Fee of $14,818,434 and Extending the Agreement Term to June 30, 2028 (San Jose, District 1).

Recommendation: Approve Amendment No. 6 to Agreement A3675A with GEI Consultants, Inc., for Environmental Services for the Calero and Guadalupe Dam Seismic Retrofits Project, Project No. 91084020, Increasing the Not-to-Exceed Fee by $5,888,623 for a Revised Total Not-to-Exceed Fee of $14,818,434 and Extending the Agreement Term to June 30, 2028.

Manager: Ryan McCarter, 408-630-2983

Attachments: Attachment A: Gov. Code 84308
Attachment 1: Amendment No. 6
Attachment 2: Amendment No. 5
Attachment 3: Amendment No. 4
Attachment 4: Amendment No. 3
Attachment 5: Amendment No. 2
Attachment 6: Amendment No. 1
Attachment 7: Original Agreement

Est. Staff Time: 5 Minutes.

9. EXTERNAL AFFAIRS:

10. CHIEF EXECUTIVE OFFICER:

*10.1. CEO and Chiefs' Reports. 25-0971

Attachments: *Handout 10.1-A: OGR, Summary
*Handout 10.1-B: Grants, Update
*Handout 10.1-C: Storm Report

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. 25-0843

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, November, 25, 2025, 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.: 25-0966

Agenda Date: 11/12/2025
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)
First Community Housing, Betty Anne Gardens, L.P.

Santa Clara Valley Water District

File No.: 25-0967

Agenda Date: 11/12/2025
Item No.: 2.2.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL, PENDING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Morris, et al. v. Betty Anne Gardens, et al.
(Santa Clara County Superior Court, Case No. 25CV477634)

Santa Clara Valley Water District

File No.: 25-0991

Agenda Date: 11/12/2025
Item No.: *2.3.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL, PENDING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Water Rights Change Petitions for Licenses: 6943, 11791, 2205, 2206, 2207, 2208, 2209, 6944, 2837, and 5729, State Water Board, Administrative Hearings Office.

File No.: 25-0810

Agenda Date: 11/12/2025
Item No.: 3.4.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Receive Information on the Consultant Study Regarding Santa Clara Valley Water District's Water Use Projections, Water Demand Elasticity, Customer Affordability Study, and Provide Feedback to Staff as Needed.

RECOMMENDATION:

A. Receive information on consultant study regarding Santa Clara Valley Water District's water use projections, water demand elasticity, and customer affordability, including study scope, objectives, and status update; and
B. Provide feedback to staff as needed.

SUMMARY:
Santa Clara Valley Water District (Valley Water) has engaged two consultants to perform a study to validate or suggest refinements to Valley Water's current water use projections for Valley Water-managed water use, analyze water demand elasticity, and determine or address the affordability of water to residents and businesses within Santa Clara County (the Study). The majority of County residents and businesses receive water service from a retailer, while Valley Water acts as the water wholesaler. Study results may impact future Valley Water groundwater charges.

Background:

The Financial Planning and Revenue Collection office manages long-term forecast models and the annual rate setting process for the Water Utility. Water charges are adopted annually. Based upon feedback received from the Board during previous long-term forecasting cycles, staff pursued a study to inform future rate setting cycles.

The consultants - Raftelis Financial Consultants, Inc. and Hazen and Sawyer - have been tasked to provide analyses for the following Study scope and objectives:

1. Analyze water use projections in Santa Clara County, for retailers, their direct customers, and private well owners to better determine Valley Water-managed water use projections. Valley Water-managed water use translates to revenue for Water Utility.
2. Prepare a water demand elasticity analysis to better understand how rates impact water

demand.
3. Determine the affordability of water provided by Valley Water to Santa Clara County residents and businesses now and based on future rate projections.

Valley Water staff and Valley Water's consultants both recognize that the scope of this Study presents unique challenges, one of which is obtaining detailed water usage data from non-Valley Water sources.

Staff anticipates technical memorandums for each of the three (3) analyses to be completed, followed by a final report documenting the study.

Study Updates:

Task 1: Water Use Projections key takeaways are:
- Valley Water's approach to projecting water use is consistent with peers
- Forecast-to-actual water use has been largely accurate, with reduced variance in recent years
- High level statistical analyses demonstrate that the current approach yields reasonable ranges for near-term demand
- Water use overall continues to trend downward
- Tools exist to refine the forecasting method, if desired

A technical memorandum for Task 1 has been drafted and will be included as part of the final Study report. Details from the June 24, 2025 update to the Board on Task 1 is included in Attachment 1.

Task 2: Water Demand Elasticity Analysis objectives are to assess Retailer's water demand sensitivity to Valley Water's wholesale rates, and understand the effect on Retailer's customers. Some preliminary takeaways are:
- Water use in Santa Clara County is generally inelastic with respect to price
- There is a high correlation and common trend between Valley Water and Retailer's *volumetric* rates

Task 3: Water Affordability Analysis objectives include identifying water utility affordability metrics for Santa Clara County. Some preliminary takeaways are:
- Based on multiple affordability indicators residential water bills are generally below threshold levels
- Based on both the Poverty Prevalence Indicator and Household Burden Indicator, nearly all Retailer water providers fall within the *Low Burden* category
- An estimated 38,500 households - *equivalent to 6.2% of Santa Clara County households* - could have water bills that are unaffordable (defined as annual water bills that total more than 2% of reported household income)

Staff plans to bring a final Study update to the Board as appropriate.

ENVIRONMENTAL JUSTICE IMPACT:

Further analysis is necessary to determine the environmental justice impacts associated with results of the Study. Updated environmental justice determinations will be included in future Study updates.

FINANCIAL IMPACT:
There is no financial impact associated with this item at this time. Future changes to District-managed water use projections could impact future groundwater production and other water charges.

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

ATTACHMENTS:
Attachment 1: SCVWD 06242025 Item 3.4 Conformed Copy
Attachment 2: PowerPoint
*Handout 3.4-A: Sierra Club

UNCLASSIFIED MANAGER:
Darin Taylor, 408-630-3041

File No.: 25-0518

Agenda Date: 6/24/2025
Item No.: 3.4.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Receive Information on Consultant Study Regarding Santa Clara Valley Water District's Water Use Projections, Water Demand Elasticity, and Customer Affordability Study; and Provide Feedback to Staff.

RECOMMENDATION:
Receive information on consultant study regarding Santa Clara Valley Water District's water use projections, water demand elasticity, and customer affordability, including study scope, objectives, and status update; provide feedback to staff.

SUMMARY:
Santa Clara Valley Water District (Valley Water) has engaged two consultants to perform a study to validate or suggest refinements to Valley Water's current water use projections for Valley Water-managed water use, analyze water demand elasticity, and determine or address the affordability of water to residents and businesses within Santa Clara County (the Study). The majority of County residents and businesses receive water service from a retailer, while Valley Water acts as the water wholesaler. Study results may impact future Valley Water groundwater charges.

Background:

The Financial Planning and Revenue Collection office manages long-term forecast models and the annual rate setting process for the Water Utility. Water charges are adopted annually. Based upon feedback received from the Board during previous long-term forecasting cycles, staff decided to pursue a study to inform future rate setting cycles.

The consultants - Raftelis Financial Consultants, Inc. and Hazen and Sawyer - have been tasked to provide analyses for the following Study scope and objectives:

1. Analyze water use projections in Santa Clara County, for retailers, their direct customers, and private well owners to better determine Valley Water-managed water use projections. Valley Water-managed water use translates to revenue for the Water Utility.
2. Prepare a water demand elasticity analysis to better understand how rates impact water demand.

ACCEPTED
JUN 24 2025

3. Determine the affordability of water provided by Valley Water to Santa Clara County residents and businesses now and based on future rate projections.

Valley Water staff and Valley Water's consultants both recognize that the scope of this Study presents unique challenges, one of which is obtaining detailed water usage data from non-Valley Water sources.

Staff anticipates technical memorandums for each of the three (3) analyses to be completed, followed by a final report documenting the study.

Study Updates:

The consultants have largely completed the first task. A technical memorandum has been drafted and will be included as part of the final Study report. The key takeaways are:

- Valley Water's approach to projecting water use is consistent with peers
- Forecast-to-actual water use has been largely accurate, with reduced variance in recent years
- High level statistical analyses demonstrate that the current approach yields reasonable ranges for near-term demand
- Water use overall continues to trend downward
- Tools exist to refine the forecasting method, if desired

Work on the second and third Study tasks are underway.

Staff recently shared this first task update with the Water Supply and Demand Management Committee (Committee); the Committee encouraged Staff to bring this update to the full Board. Staff plans to continue to bring periodic Study updates to the Committee and to the Board as appropriate.

Staff seeks feedback from the Board.

ENVIRONMENTAL JUSTICE AND EQUITY IMPACT:
Further analysis is necessary to determine the environmental justice and equity impacts associated with results of the Study. Updated environmental justice and equity determinations will be included in future Study updates.

FINANCIAL IMPACT:
There is no financial impact associated with this item at this time. Future changes to District-managed water use projections could impact future groundwater production and other water charges.

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: PowerPoint

UNCLASSIFIED MANAGER:
Darin Taylor, 408-630-3041

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RAFTELIS

Hazen



Valley Water

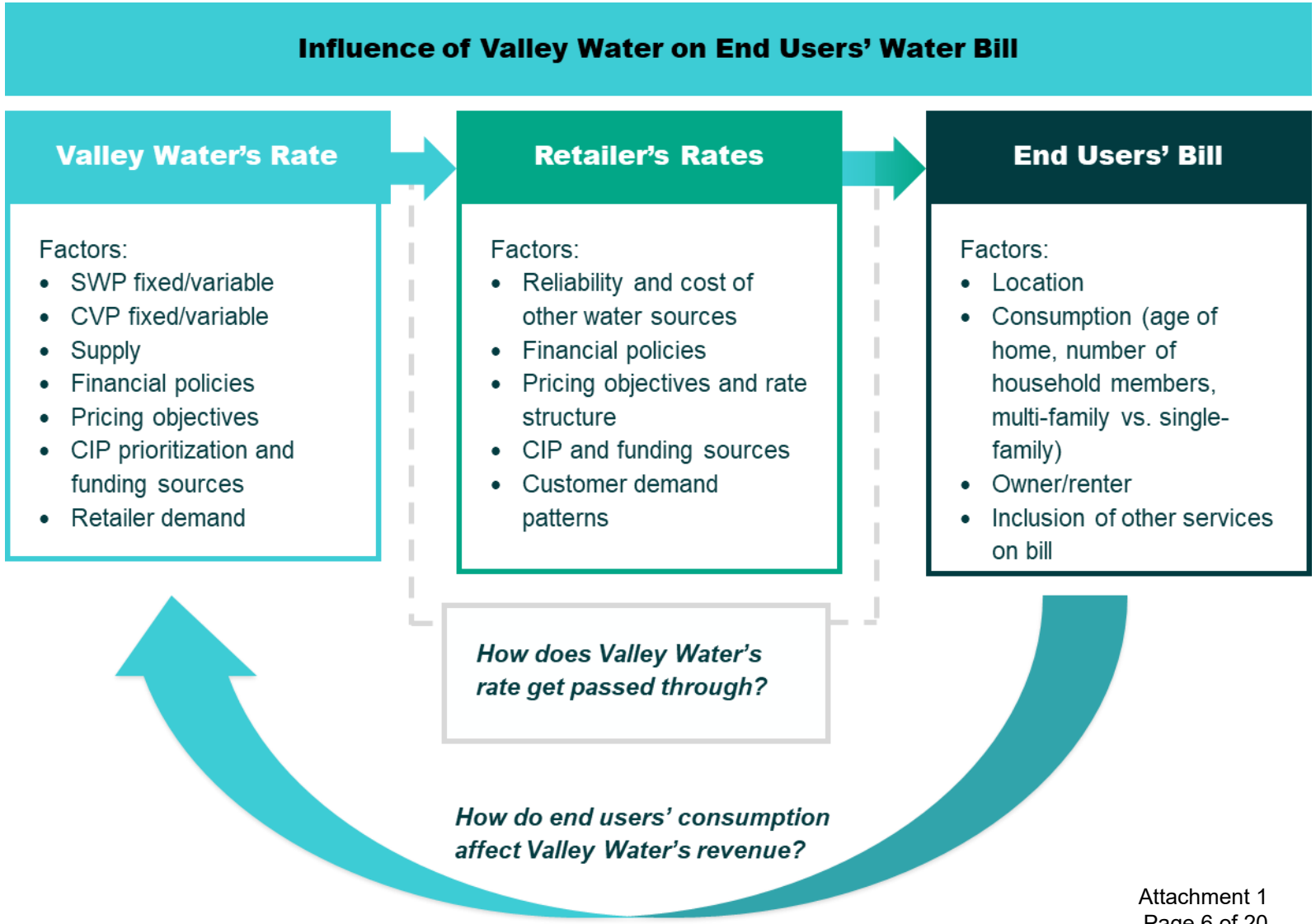
Water Use Projections, Water Demand Elasticity, and Customer Affordability Study

Board Meeting

June 24, 2025

Project Goals

- Identify how Valley Water's rates impact water demand (elasticity) and affordability of water service in Santa Clara County
- Validate and/or refine water demand forecasting for purposes of annual rate setting and long-term capital planning



Task 1: Review and Make Recommendations for Water Use Projections

- Review the existing District-managed water demand forecast which informs Valley Water's rate setting process
- Review how expected changes in the service area are utilized
- Evaluate the performance of prior water use projections
- Analyze alternative approaches against the current approach
- Identify potential improvements to Valley Water's demand forecasting
- Consider other quantitative and qualitative tools to help inform annual demand forecasting

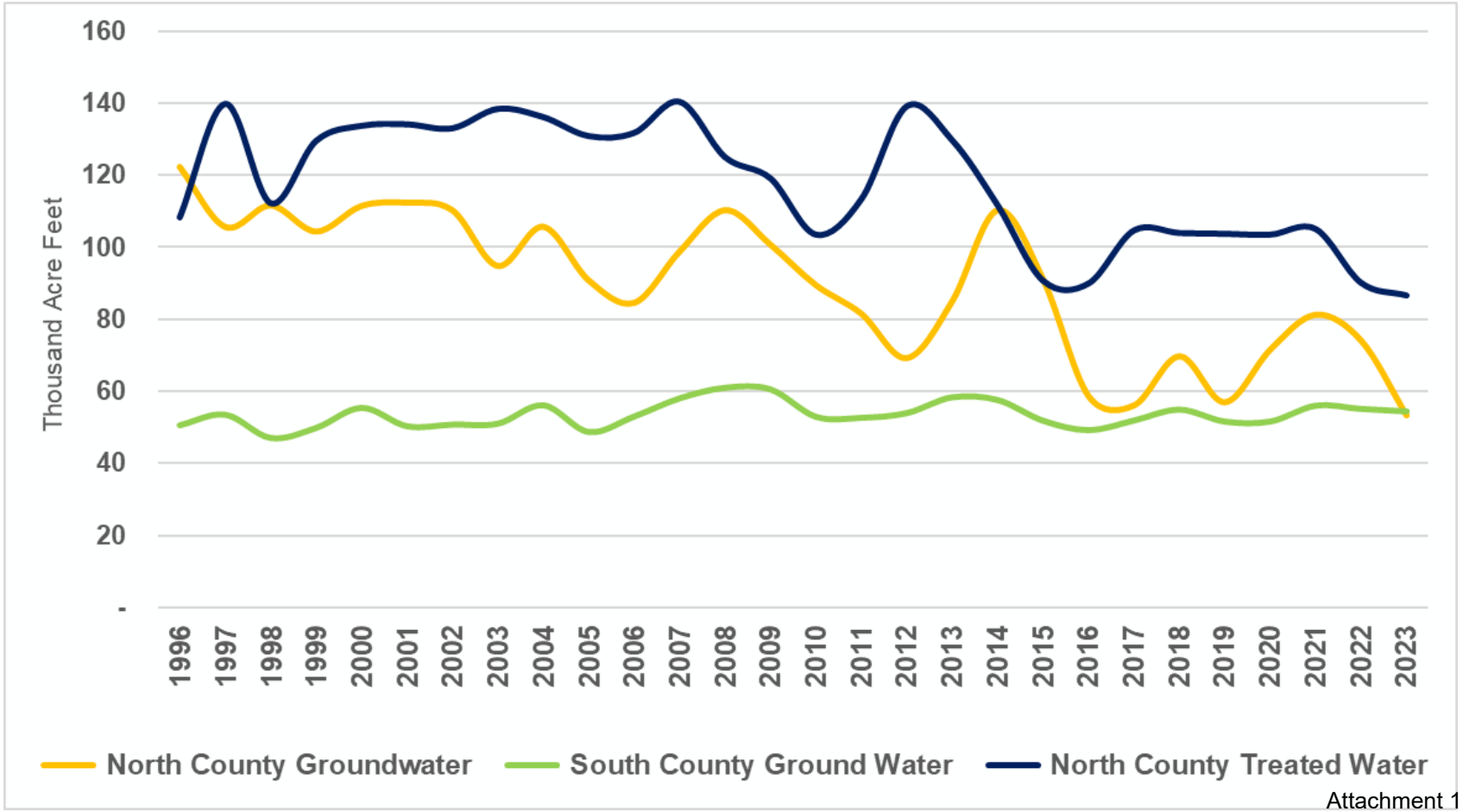
Existing Forecasting Method (Summarized)

- ***Rate Setting Year*** (Year 1): Uses historical demand weighted toward prior year actuals, and staff's institutional knowledge and discussions with Retailers
- ***Interim Years*** (Years 2-3): Uses historical demand, the most recent year's hydrology, and staff's institutional knowledge and discussions with Retailers
- ***Longer-Term*** (Year 4 and beyond): Builds from the *Interim Years* forecast to align with incremental growth rate assumptions from the Urban Water Management Plan (UWMP)

Historical Water Demand – Valley Water

Observations:

- South County Groundwater demand is stable over time,
- Treated Water and North County Groundwater have declined over time (per capita reductions, drought, other supplies)
- North County Groundwater has declined by roughly half since 1996
- Water usage has not trended upward with population growth for all water types
- Drought periods result in lower demands after a return to normal hydrology (i.e. demand hardening at lower levels



Benchmarking to Peer Agencies

- Reviewed demand forecasting approach and water use trends against SFPUC, SDCWA, EBMUD, and MWD
- For rate setting projections, peer utilities utilize a similar approach to Valley Water's that combines historical data with forward-looking adjustments on annual climate, drought conditions, and local growth estimates
- Similar trends are observed in water sales over time

SFPUC: San Francisco Public Utilities Commission
SDCWA: San Diego County Water Authority
EBMUD: East Bay Municipal Utility District
MWD: Metropolitan Water District of Southern California

Peer Agency Water Demand Trends – Annual Change

Agency	2015	2016	2017	2018	2019	2020	2021	2022	2023	2015 - 2023 % Change
MWD	N/A	-16%	-7%	5%	-12%	-1%	17%	4%	-22%	**-31%**
Valley Water	N/A	-15%	7%	8%	-7%	7%	7%	-9%	-12%	**-16%**
SFPUC	N/A	-13%	8%	11%	-3%	1%	2%	-5%	-8%	**-7%**
EBMUD	N/A	-7%	7%	7%	-1%	3%	0%	-7%	-6%	**-5%**
SDCWA	N/A	-19%	5%	-5%	-5%	-6%	9%	7%	-15%	**-3%**

Alternatives Analysis Methods

- Objective:
  - Compare results against Valley Water's existing approach
  - Support Valley Water staff in identifying a range of near-term water demand estimates
  - Provide a foundation / forensic analysis for more complex modeling that could be conducted in the future

Water Demand Forecasting – Alternative Methods

1. **Weather Normalization**
   - Identify what volume of sales would be expected in a typical water year using historical water demand, annual rainfall, and temperature
2. **Regression**
   - Identify the relationship between the four-year moving average demand and rainfall and drought
3. **Time Series Analysis**
   - Uses a moving-average and water year categorization

Disclaimer: All analyses are high-level, exploratory exercises, using limited data for forensic and illustrative purposes. Developing a robust water demand forecast would require additional data collection, preprocessing, and inclusion of more variables

Comparison of Alternative Methods – FY 2025 District-Managed Water in Thousand Acre-Feet (TAF)

FY 2025 Ranges	Valley Water Method	Time Series Method	Regression Method	*Average of Methods*
Low Range	**208**	187	221	*205*
Medium Range	**217**	198	230	*215*
High Range	**223**	204	234	*220*

Ranges are delineated by annual precipitation levels and classified as low (<33rd percentile), median (33rd–67th percentile), and high (>67th percentile).

Key Takeaways

- Valley Water's Approach is consistent with peers
- Forecast-to-Actual water sales have been largely accurate, with reduced variance in recent years
- High level statistical analyses demonstrate that the current approach yields reasonable ranges for near-term demand
- Water sales overall continue to trend downward
- Tools exist to refine the forecasting method, if desired

Potential Refinements

- Improved referencing of data sources and explicit forecasting assumptions
- Alignment of long-term demand forecast with current Urban Water Management Plan projected growth
  - i.e., incremental growth rates
- Incorporate future anticipated conservation by water type (i.e., Treated Water, North County Groundwater, South County Groundwater, Agricultural water use)
- Additional statistical methods to supplement the existing approach

Other Considerations

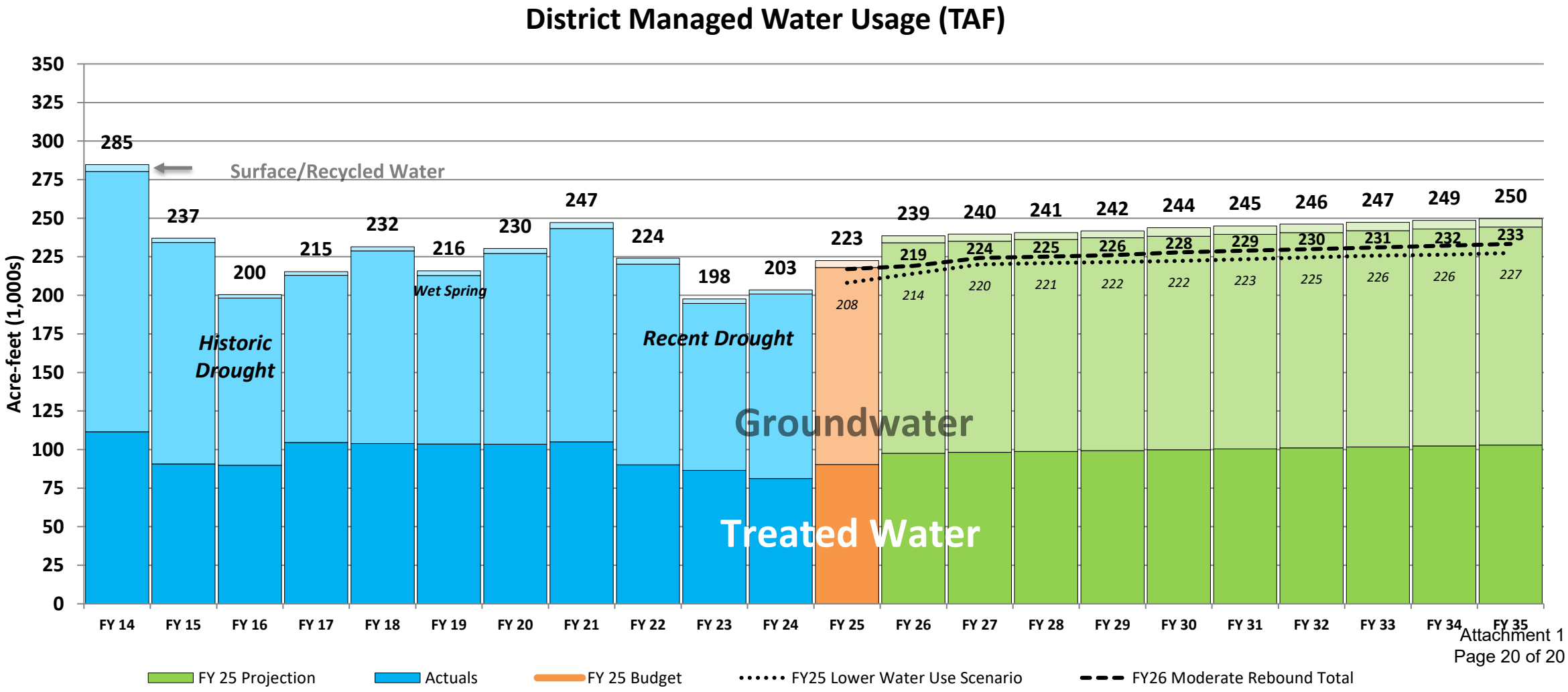
- Retailer specific adjustments in demand projections
- Consideration of spatial and sector segmentation
- Further analysis on drought rebound
- Treated Water contract provisions
- Retailer Urban Water Use Objectives
- Reserves policies

Next Steps

- Tasks:
  - Water Use (Demand) Projections:
    - Draft of technical memorandum completed
  - Elasticity Analyses
    - Modeling and developing elasticities for Treated Water and Groundwater by zone, specific to Retailer
  - Affordability Analyses
    - Modeling local/statewide affordability metrics – AR20, hours at minimum wage, and lowest quintile income for Santa Clara county, by Retailer
- Next:
  - Elasticity and Affordability Updates to the WSDM Committee


Q&A

District Managed Water Usage



Santa Clara Valley Water District

Water Use Projections, Water Demand Elasticity, and Customer Affordability Study

Board of Directors Meeting

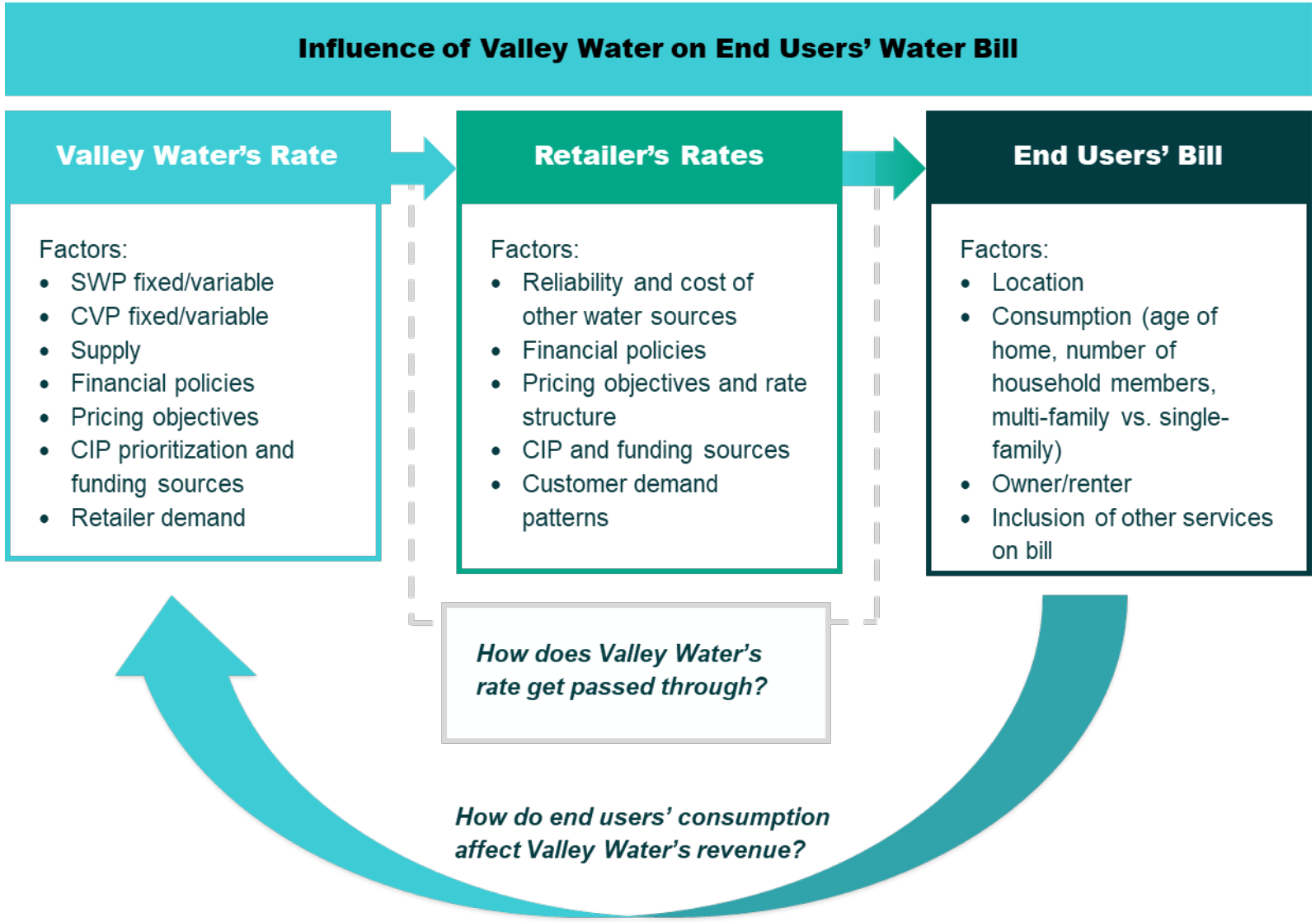
November 12, 2025

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Project Goals

- Identify how Valley Water's rates impact water demand (elasticity) and affordability of water service in Santa Clara County
- Validate and/or refine water demand forecasting for purposes of annual rate setting and long-term capital planning
- Tasks:
  - Demand Forecast
  - Elasticity Analysis
  - Affordability Assessment



Retailer Survey Results



Retailer Survey and Data Requested

- **Requests sent to Retailers in January of 2025**
- **Survey – Received *four* responses received**
- **Data requested – Received *three* responses**
  - ☑ Historical rate information
  - ☑ Service area water demand by customer class
  - ☑ Current number of metered connections by meter size and customer class
  - ☒ Detailed account billing data

What We Heard From Four Survey Responses

- Rate setting priorities of **affordability** led followed by level of service, conservation, and financial stability
- Future water supply strategies include **water supply augmentation** projects
- Willing to pay for **existing** water reliability but less for future water reliability.
- Rate increases have and will average around **10% per year**
- Revenue from **fixed** portion of water bills range from **25% to 46%.**
- **Average water use** for typical residential customers ranges from **9 to 12 HCF** per month
- **All** respondents have affordability programs but only **two** define it using either **AR_{20}** or **hours at minimum wage**
- Key considerations for Valley Water study include improved **communication** and understanding of how **Valley Water's rate impact affordability** for their customers

Task 1:
Water Use Projections

Task 1: Objectives

- Review the existing District-managed water demand forecast (water use projections) which informs Valley Water's ***rate setting process***
- Evaluate the performance of prior water use projections
- Analyze alternative approaches against the current approach
- Identify potential improvements to Valley Water's demand forecasting
- Consider other quantitative and qualitative tools to help inform annual demand forecasting

Task 1: Key Findings

- Valley Water's Approach is consistent with peers
- Forecast-to-Actual water sales have been largely accurate, with reduced variance in recent years
- High level statistical analyses demonstrate that the current approach yields reasonable ranges for near-term demand
- Water sales overall continue to trend downward
- Tools exist to refine the forecasting method, if desired

Task 2:

Elasticity Analysis



Task 2: Objectives

- Assess Retailer's sensitivity (water demand) to Valley Water's rates
- Understand relationship between Valley Water's rates, Retailer rates, and the effect on retail customers

Task 2: Approach

- Use available data
  - Valley Water sales (water supplied by source) to Retailers
  - Valley Water (wholesale) and Retailer rates
  - Non-Valley Water volumes supplied by source, as available
- Find the relationship on total water use using
  - Retailer price to end customer
  - Valley Water price (consumption-weighted)
  - Valley Water price (consumption-weighted) and SFPUC price

Task 2: Preliminary Findings

- Price elasticity estimates vary
- Preliminary findings suggest
  - Water use is inelastic with respect to price
  - Elasticity range in ballpark of -0.12 to -0.34, with convergence around –0.2
  - Elasticity results are reasonable compared to other similar industry studies and align with prior Valley Water elasticity study for long-term water supply planning
- High correlation between Valley Water and Retailer prices
  - Share a general common trend **volumetrically**
  - Valley Water (weighted) prices explain about 83% of variability in Retailer volumetric rates

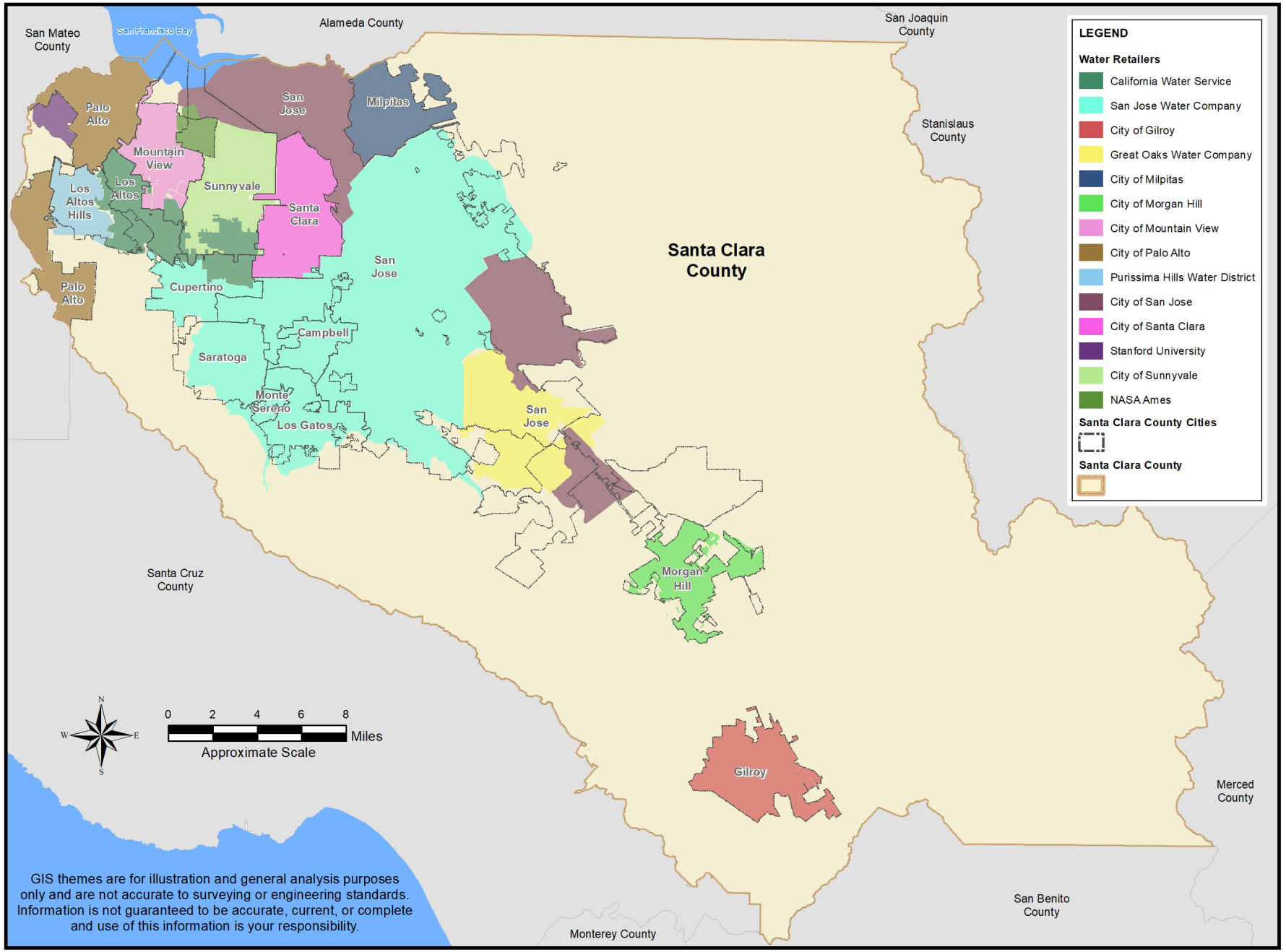
Task 3:
Affordability Analysis



Task 3: Objectives

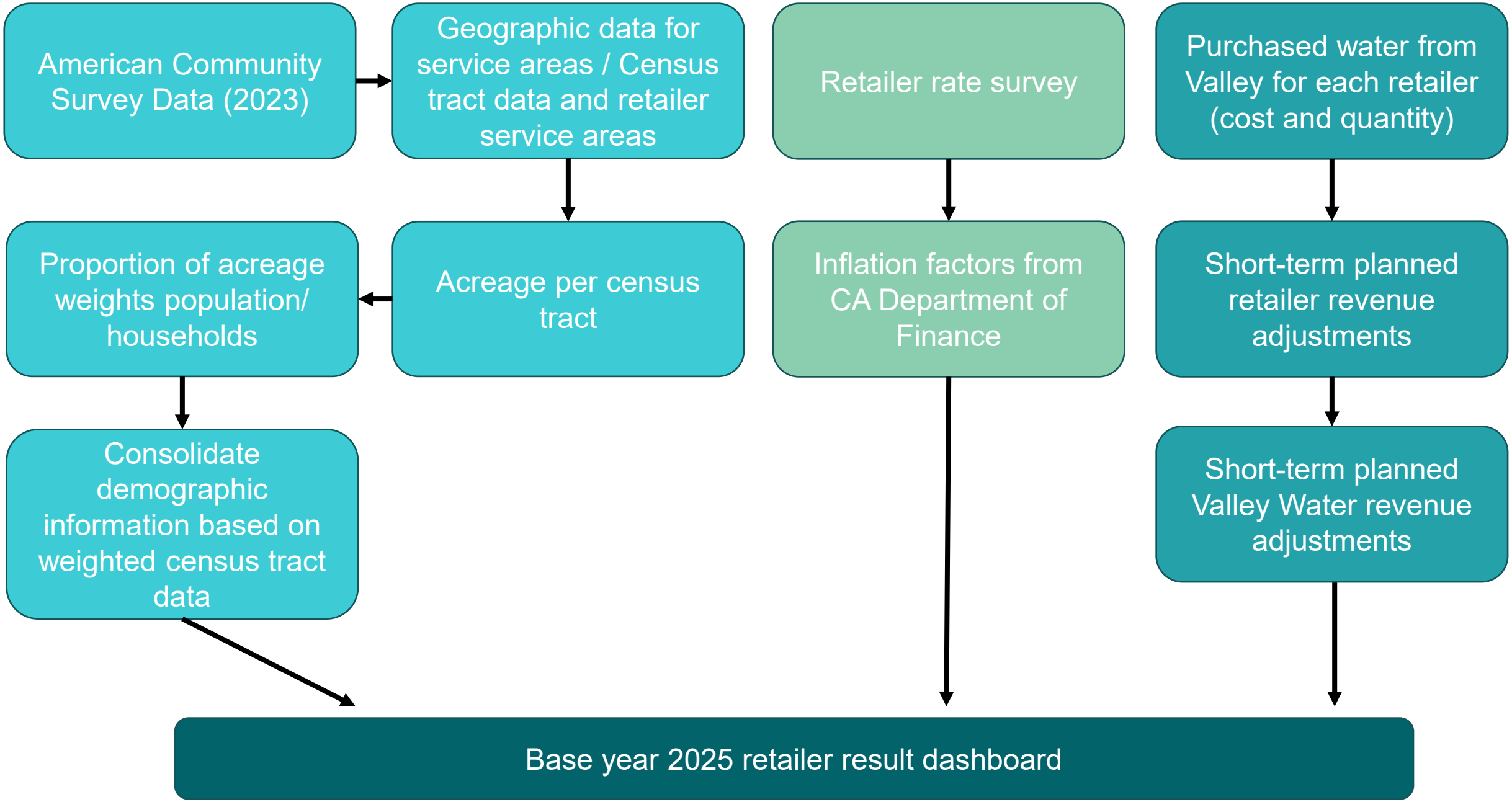
- Identify affordability metrics for Valley Water
- Provide point-in-time affordability of water for Valley Water's service area
- Develop a baseline of affordability for Valley Water to inform future decision-making

Water Retailers in Santa Clara County



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Water Retailers in Santa Clara County


American Community Survey Data (2023)
Geographic data for service areas / Census tract data and retailer service areas
Retailer rate survey
Purchased water from Valley for each retailer (cost and quantity)
Proportion of acreage weights population/ households
Acreage per census tract
Inflation factors from CA Department of Finance
Short-term planned retailer revenue adjustments
Consolidate demographic information based on weighted census tract data
Short-term planned Valley Water revenue adjustments
Base year 2025 retailer result dashboard

Retailer Affordability Characteristics*

Characteristics	North Zones	South Zones	Total Valley Water Service Area
% of Total Service Area Population	4% - 52%	3% - 5%	**100%**
Average Household Size	2.3 – 3.5	3.1 – 3.4	**3.0**
Minimum Hourly Wage	$18.20 - $19.00	$18.20	**$18.30**
Median Household Income (MHI)	$120k - $236k	$142k - $169k	**$169k**
Lowest Quintile Income (LQI)	$68k - $80k	$69k - $112k	**$76k**
Monthly Water Bill @ Essential Use (~6 HCF)	$54 - $98	$45 - $64	**$83**
Monthly Water Bill @ Average Use (~8 HCF)	$65 - $118	$52 - $71	**$96**

*All figures are rounded

Residential Affordability Indicators

Measurement Approaches (Metrics):		Used By
MHI RI: Median Household (Income) Residential Indicator	*Average* Water Bill / 50th Percentile Household Income	California Urban Water Agencies (CUWA), California Water Association (CWA), EPA, SFPUC
LQI RI: Lowest Quintile Income	*Essential* Water Bill / 20th Percentile Household Income	EPA, SFPUC
HMW: Hours at Minimum Wage	*Essential* Water Bill / Minimum Wage Rate	California PUC, EPA
AR_{20}: Affordability Ratio	*Essential* Water Use Bill / (Total Income - Non-Discretionary Expenses[1])	California PUC[2]
HBI: Household Burden Index (HBI)	*Average* Water Bill / LQI	AWWA/NACWA "New Framework"
PPI: Poverty Prevalence Indicator	Population at or below 200% FPL[3]/ Total population	AWWA/NACWA "New Framework"
Essential Water Use Bill	Bill at 47 gallons per capita per day	California PUC, CWA
Average Water Use Bill	Bill at 64 gallons per capita per day	CUWA, EPA, SFPUC

[1, 2] *Non-Discretionary expenses = Housing, health care, food, and home energy*
[3] *Federal Poverty Level*

Example Calculation: AR_{20}

AFFORDABILITY = **Customer water bill (essential use)** ÷ **Customer Household Income**

= [**Customer water demand** × **Retailer's rates**] ÷ [**Customer Household Income (HI)** − **Housing Costs** − **Other Utilities costs**]

Essential (approximately 6 HCF)

CPUC Discretionary Income Definition at 20th Percentile of Income

Resulting Retailer Metrics – AR20, HMW, LQRI, MHRI[1]

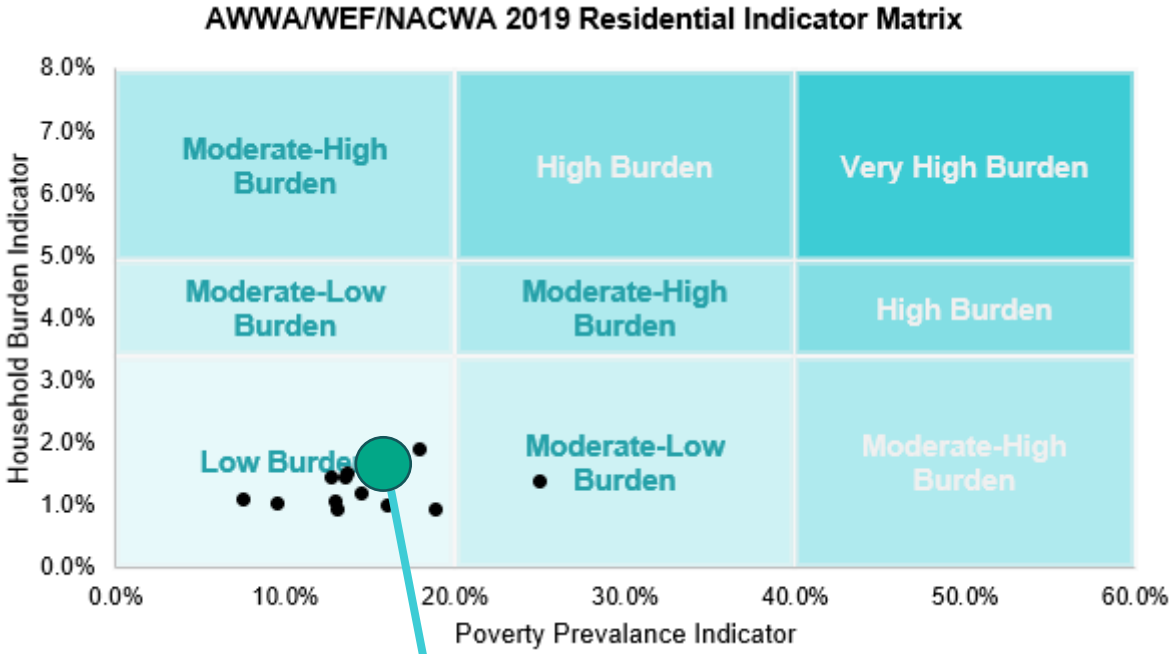
Retail Metrics	North Zones	South Zones	Total Valley Water Service Area	Metric Thresholds
AR_{20}	1.4% - 3.8%	1.7% - 1.9%	**2.8%**	***5%***
HMW	3.7 – 6.2	2.7 – 3.8	**5.3**	***4***
LQI RI	0.8% - 1.7%	0.8% - 1.0%	**1.3%**	***2%***
MHI RI	0.4% - 0.7%	0.4% - 0.5%	**0.6%**	***2%***

[1]*All results shown at essential water use of 6 HCF*

- AR_{20}, LQI, and MHI are all below thresholds across the service area
- HMW is modestly above the threshold value across the service area
- Results are generally lower (water bill is less burdensome) in the South zones

Resulting Retailer Metrics – HBI/PPI Matrix

Retail Metrics	North Zones	South Zones	Total VW Service Area	Metric Threshold Low Burden
HBI	0.8% - 1.7%	0.8% - 1.0%	**1.3%**	***3.5%***
PPI	7.5% - 25%	13% - 19%	**15.7%**	***20%***



- HBI and PPI are both within the low burden category
  - All but one retailer are in the Low Burden category
- Both metrics have a wider range in the North zones than in the South zones

Valley Water Service Area Result (Weighted Average)

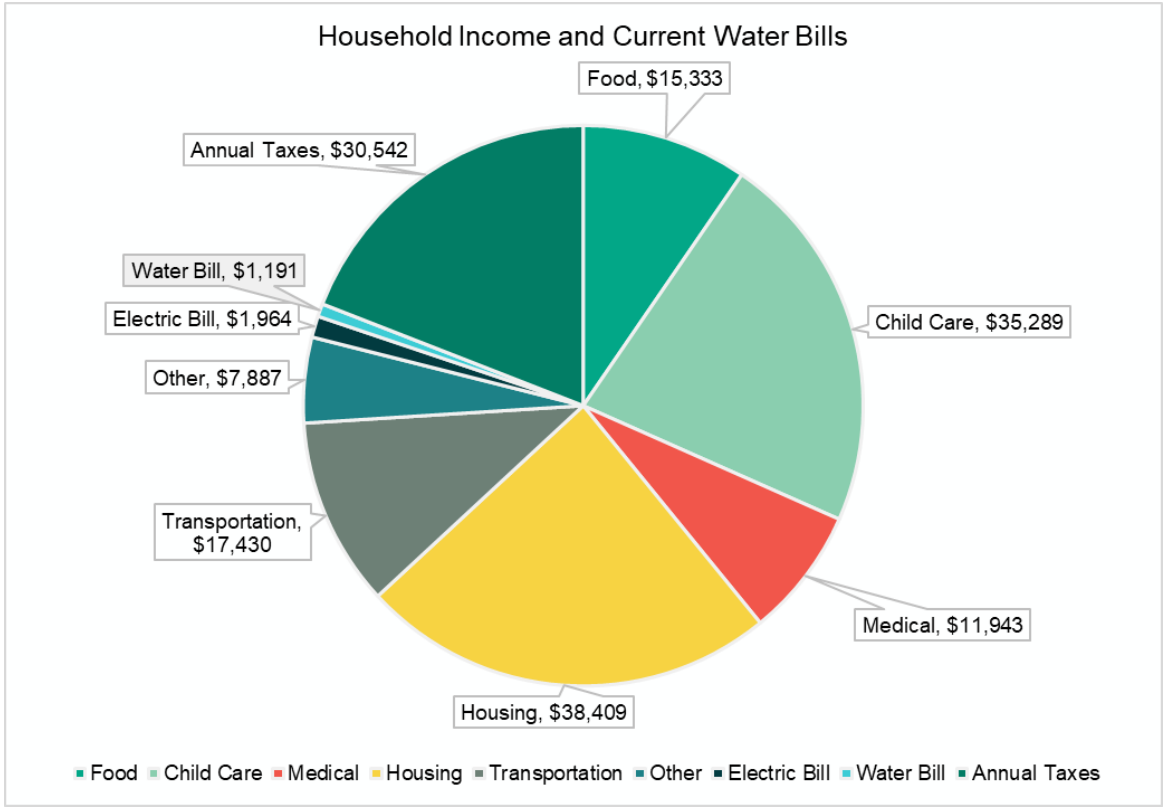
Resulting Retailer Metrics – Estimate of Affordability Impact[1]

Retail Metrics	North Zones (per Retailer)	South Zones (per Retailer)	Estimated Households Valley Water Service Area[2]
Estimated Number of Customers with Unaffordable Water Bills	200 – 24,000	1,000 - 1,200	**38,500**

[1] Estimate of customers that could be have bills considered unaffordable
[2] Out of approximately 625,000 households

- Estimates extrapolated based on public use micro statistics (PUMS) household survey data including self reported income, water use, household size, and/or payment of a water bill
- Then, calculate bills over 2% of reported household income *and* estimated essential water use at each retailers' service area rates
- **Household water bills estimated as unaffordable across the Valley Water service area is 6.2%**

Cost of Living and Water Affordability: 2 Adults and 2 Children



- Based on household income requirement for a two-working adult, two-child household in Santa Clara County
  - Household income requirement = $**159,988**
  - Data from *MIT Living Wage Calculator* and the *United Way Real Cost Measure*
  - Annual electric bill is based on average use of 570 kWh

What We Heard

- Affordability results averaged by retailer may not tell the whole story within a community
- Is there a way to harmonize these affordability indicators with other non-utility indicators?
- At what change in rates would people make behavioral changes? What is that elasticity estimate?
- Does Valley Water have a low-income assistance program?
- What is Valley Water doing to increase recycled water use?

Key Takeaways

- There is a wide range in the affordability of water service throughout Valley Water's service area, though all indicators show a relatively low burden
- The North zones has higher results on average and a wider range of results compared to the South zones
- Estimate of unaffordable water bills using extrapolated household survey data is estimated at 6.2% of households (38,500)
- Cost of living issues are centered around housing, childcare, healthcare, and food costs
- This analysis provides a baseline which decision makers can use to assess affordability in the future

Next Steps

- Finalize elasticity analysis
  - Additional information for Valley Water demand projections
  - Identify any impact on affordability
- Prepare technical memorandums to document elasticity and affordability tasks and a final study report

Glossary of Terms

- HCF: Hundred Cubic Feet (748 gallons)
- gpcd: gallons per capita per day
- MHI: Median Household Income
- LQI: Lowest Quintile of Income
- AR: Affordability Ratio
- HW: Hours at Minimum Wage
- PPI: Poverty Prevalence Indicator
- HBI: Household Burden Indicator
- SFR: Single Family Residential
- MFR: Multi-Family Residential
- PPH: Persons per Household
- CPUC: California Public Utilities Commission
- California Urban Water Agencies (CUWA)
- EPA: United States Environmental Protection Agency
- MIT: Massachusetts Institute of Technology
- CIP: Capital Improvement Program
- SWP: State Water Project
- CVP: Central Valley Project
- SFPUC: San Francisco Public Utilities Commission
- RI: Residential Indicator
- AWWA: American Water Works Association
- WEF: Water Environment Federation
- NACWA: National Association of Clean Water Agencies
- PUMS: Public Use Micro Statistics
- FPL: Federal Poverty Level
- California Water Association (CWA)

Groundwater Benefit Zones

North County Zone W2

- Santa Clara County north of Metcalf Road

South County Zone W5

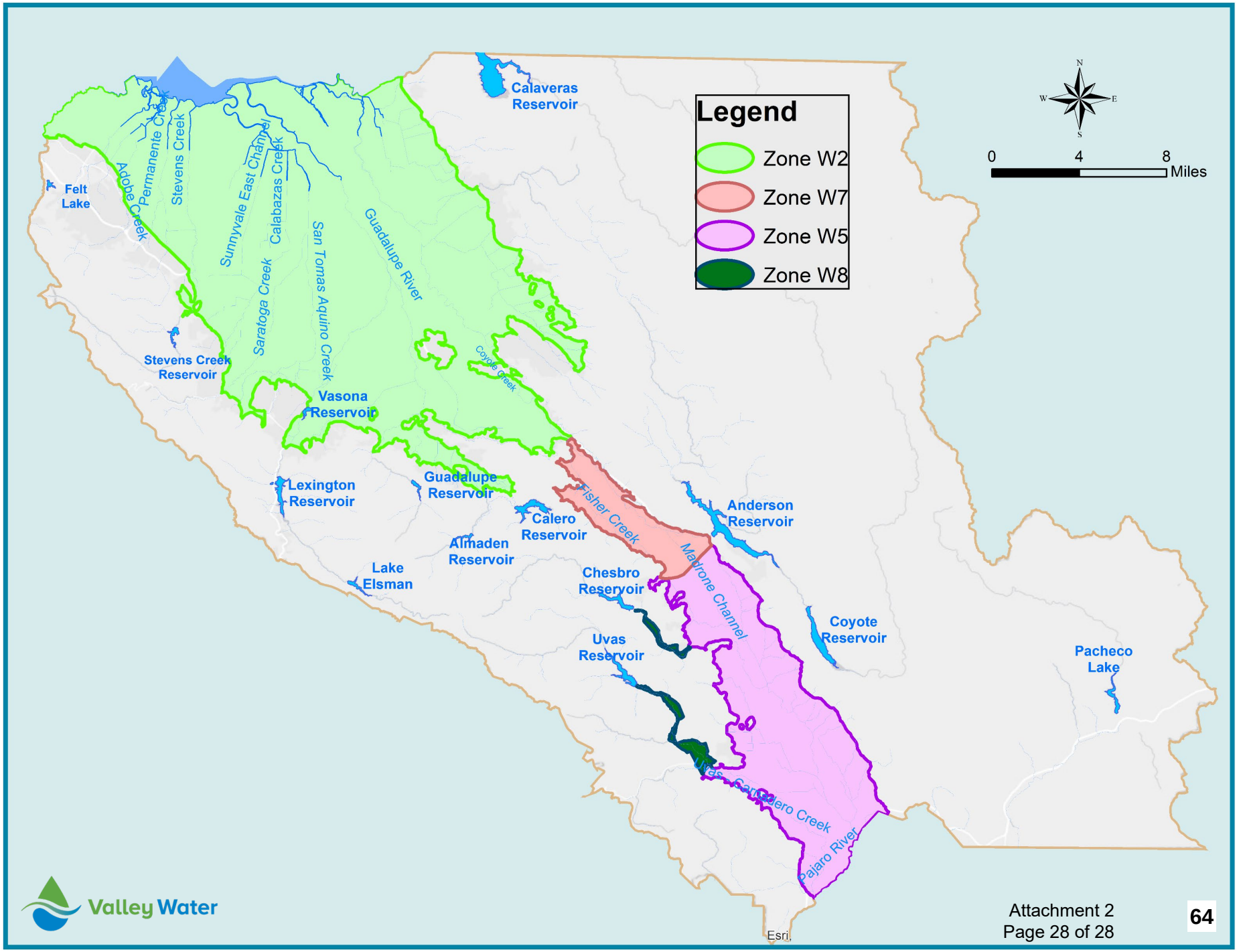
- Morgan Hill to Pajaro River

South County Zone W7

- Coyote Valley

South County Zone W8

- Foothills below Uvas & Chesbro Reservoirs



From: Katja Irvin <katja.irvin@sbcglobal.net>
Sent: Tuesday, November 11, 2025 4:56 PM
To: Clerk of the Board <clerkoftheboard@valleywater.org>
Cc: Tony Estremera <TEstremera@valleywater.org>; Richard Santos <rsantos@valleywater.org>; Rebecca Eisenberg <Reisenberg@valleywater.org>; Nai Hsueh <NHsueh@valleywater.org>; John Varela <jvarela@valleywater.org>; Shiloh Ballard <SBallard@valleywater.org>; Jim Beall <JBeall@valleywater.org>
Subject: Comment for 11/12/25 Board Agenda Item 3.4 Demand/Affordability Study

***** This email originated from outside of Valley Water. Do not click links or open attachments unless you recognize the sender and know the content is safe. *****

Dear Chair Estremera and Board Members,

It is good to see progress on the Water Use Projections, Water Demand Elasticity, and Customer Affordability Study. The Sierra Club looks forward to the final report and we hope there will be an opportunity for meaningful public review.

Please consider the following comments about the study outcomes presented to date. Similar comments were sent to the Water Supply and Demand Management Committee (WSDMC) when this topic was presented on October 27, 2025.

Regarding the Water Use Projections task for this study, more information is needed to support the key takeaway that "Forecast-to-actual water use has been largely accurate, with reduced variance in recent years." The technical memorandum should include graphs and tables showing projections, actual use, and variance over the past 10-15 years, not just for projections one year out, but also for projections two and three years out. Sharing this data analysis would provide the Board and the public with robust information about the accuracy trends described in this takeaway.

Regarding affordability, one of the task objectives is: "Develop a baseline of affordability for Valley Water to inform future decision-making." Valley Water should commit to using this baseline to assess the affordability of rate increases going forward. Hopefully, this analysis can be automated to calculate and report affordability metrics as part of the yearly Protection and Augmentation of Water Supplies (PAWS) report. This was discussed by the WSDMC in October and committee members generally supported tracking affordability as part of rate-setting.

Thank you for considering these comments.

Sincerely,

Katja Irvin
Guadalupe Group Conservation Chair
Sierra Club Loma Prieta Chapter

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File No.: 25-0889

Agenda Date: 11/12/2025
Item No.: 3.5.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Adopt the Water Supply Master Plan 2050.

RECOMMENDATION:
Adopt the Water Supply Master Plan 2050.

SUMMARY:
The Water Supply Master Plan (WSMP) is Santa Clara Valley Water District's (Valley Water) guiding document for long-term water supply investments to ensure water supply reliability for Santa Clara County. Updated approximately every five years, this long-range plan assesses projected future county-wide demands and evaluates and recommends water supply and infrastructure projects to meet those demands to achieve Valley Water's level of service goal through the planning horizon. Valley Water's Level of Service (LOS) goal, as established in Board Ends Policy E-2, is to "Meet 100 percent of annual water demand during non-drought years and at least 80 percent of demand in drought years."

Over past two years, Valley Water has developed the WSMP 2050 to address both existing and emerging challenges. The WSMP 2050 updates the previous plan by assessing and adapting to changing conditions and identifies strategies to maintain the reliable water supply system for Santa Clara County through 2050. During the plan development, staff have presented five updates to the Board of Directors (Board) as well as appropriate committees and advisory committees. Following the September Board update, which incorporated public and Board comments received, staff finalized the plan in response to feedback from the Board. The final WSMP 2050 is attached (Attachment 1).

Water Supply Strategy

Valley Water's current system and sources of water supply can meet demands during wet and normal years, but extended droughts remain the biggest water supply challenge. In 2050, modeling analysis indicates that average shortage over a six-year drought could be as much as 70,000 Acre-Feet per Year (AFY), depending on the projected demand and imported water supply conditions. Valley Water needs to invest in new projects to address those shortages to ensure long-term water supply

reliability for the county.

Valley Water considers and evaluates a broad range of projects in the WSMP 2050 to address future water supply needs. In addition, the WSMP 2050 includes updated water conservation and reuse goals. Through portfolio analysis and evaluation, potential investment strategies were developed based on three themes to help outline investment options and present tradeoffs - **Lower Cost**, **Local Control**, and **Diversified**. One representative portfolio for each strategy was selected and summarized in Table 1, along with the total lifecycle cost in 2025 dollars and expected supply or storage benefits. These portfolios can all meet future water supply needs and serve as the basis for an adaptive management framework.

Table 1. Selected Portfolio for Each Water Supply Strategy

STRATEGY	PROJECTS	COST (BILLION)	ADDED BENEFITS
LOWER COST	Pure Water Silicon Valley Delta Conveyance Project B.F. Sisk Dam Raise Groundwater Banking (250,000 AF) South County Recharge	$3.9	38,000 AFY supply 310,000 AF storage Additional system flexibility
LOCAL CONTROL	Pure Water Silicon Valley Palo Alto Potable Reuse Groundwater Banking (350,000 AF) South County Recharge	$4.5	32,000 AFY of supply 350,000 AF storage Additional system flexibility
DIVERSIFIED	Pure Water Silicon Valley Delta Conveyance Project B.F. Sisk Dam Raise Sites Reservoir Groundwater Banking (150,000 AF) South County Recharge	$4.0	42,000 AFY supply 250,000 AF storage Additional system flexibility

Adaptive Management

Since there are different strategies to achieve future water supply reliability and given uncertainty in project development and future supply and demand conditions, an adaptive management approach was developed to provide the Board with flexibility and ability to make incremental investment decisions. The adaptive framework includes a roadmap and annual reporting. The roadmap outlines near- and mid-term actions and defines indicators and conditions to guide project decisions. The annual reporting tracks project progress as well as indicators such as demand and supply, and provides up-to-date information to help inform decision-making.

The roadmap includes recommended actions at different timelines, especially immediate actions as

the starting point of the adaptive management framework:

- **Now -** focus on the **Lower Cost** strategy, which includes Pure Water Silicon Valley, B.F. Sisk Dam Raise, Delta Conveyance Project, Groundwater Banking, and South County Recharge; Continue planning for other projects; Continue the Desalination feasibility study; Continue implementing conservation programs.
- **Near-term (2-3 years)** - Assess success/progress on project planning and implementation; Make project funding, participation, or go/no-go decisions based on indicators, new information, and actual conditions; Continue planning for other projects.
- **Mid-term (5 years) -** Assess progress on project implementation; Update demand projections and water supply outlook; Update WSMP

Annual reporting through the Monitoring and Assessment Program (MAP) will be a critical component of the adaptive management framework. Annual MAP reports will include key elements of the WSMP, including progress on projects, conditions of indicators, and whether any adjustments are recommended. The timing of the MAP will be aligned with the annual Capital Improvement Program (CIP) Five-Year Plan and water rate-setting cycle to support related decision-making. The annual process will also serve as the venue to evaluate any emerging opportunities in between the WSMP planning cycles.

Outreach and Engagement
The WSMP 2050 was developed over two years with progress reports and opportunities for input and feedback to the Board and Committees throughout the process. In addition, the plan development included retailer engagement and review, public outreach and engagement, as well as review by an expert panel.

Next Steps
Following the adoption of the plan, staff will bring the MAP update to the Board in the Fall next year.

ENVIRONMENTAL JUSTICE IMPACT:
The Water Supply Master 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:
The recommended actions do not constitute a project under CEQA because they do not have the potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
Attachment 1: WSMP 2050
Attachment 2: PowerPoint

UNCLASSIFIED MANAGER:
Kirsten Struve, 408-630-3138

CLICK LINK TO VIEW DOCUMENT: https://fta.valleywater.org/dl/vdbfwVtD487h



Valley Water

Water Supply Master Plan 2050

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Water Supply Master Plan 2050

Board of Directors Meeting, November 12, 2025

Needs and Purpose of WSMP

- Guiding document for long-term water supply investments
- Address challenges and identify strategies to maintain reliable water supply system
- Adapt to changing conditions







Strategies for Water Supply Reliability

Lower Cost ($3.9 Billion)

- Pure Water Silicon Valley
- Delta Conveyance Project
- B.F. Sisk Dam Raise
- Groundwater Bank (250,000 AF)
- South County Recharge

Local Control ($4.5 Billion)

- Pure Water Silicon Valley
- Palo Alto Potable Reuse
- Groundwater Bank (350,000 AF)
- South County Recharge

Diversified ($4.0 Billion)

- Pure Water Silicon Valley
- Delta Conveyance Project
- B.F. Sisk Dam Raise
- Sites Reservoir
- Groundwater Bank (150,000 AF)
- South County Recharge

Valley Water

Total cost represents Present Value of lifecycle cost in 2025 dollars

Adaptive Management

- Planning under deep uncertainty
  - Projects still evolving
  - Uncertainty with forecasted future supply and demand

- Adaptive management framework to provide flexibility for making incremental investment decisions

- Roadmap and annual reporting

Adaptive Management Roadmap

NOW

- **Focus on Lower Cost Portfolio**
- Continue planning for other projects
- Continue Desal feasibility study
- Continue implementing conservation programs

NEAR-TERM (2-3 YEARS)

- Assess progress on project planning and implementation
- Make project decisions based on triggers, new information, and actual conditions
- Continue planning for other projects

MID-TERM (5 YEARS)

- Assess progress on project implementation
- Update demand projections and water supply outlook
- Update WSMP

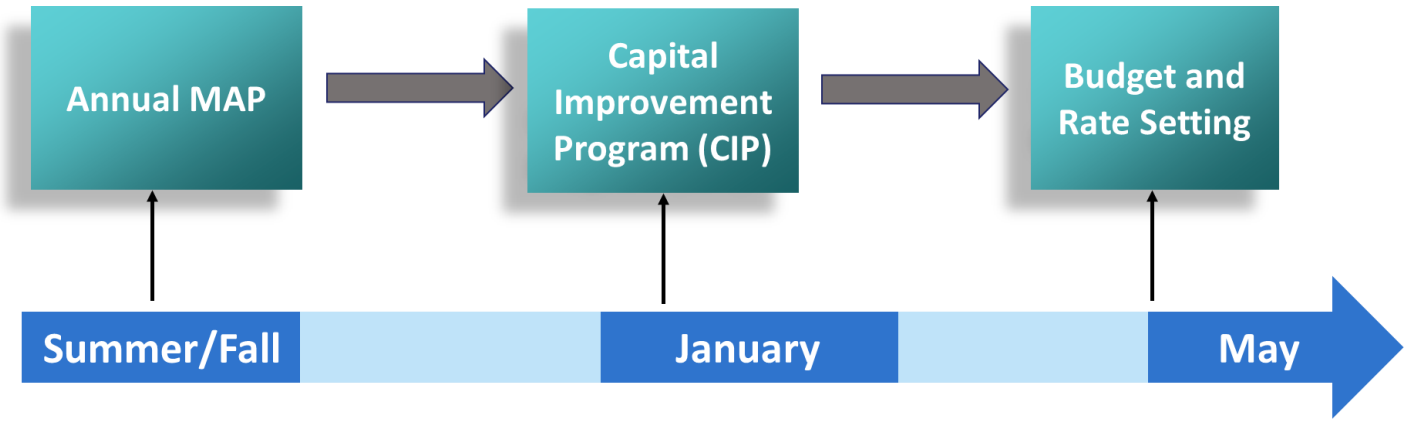
Annual MAP report

INDICATORS

Sisk negotiation
DPR project progress
Project decisions

Annual Reporting for Adaptive Process

- Track project progress
- Report conditions of indicators
- Recommend actions as needed



Indicators

- Negotiation and agreements with other agencies
- Upcoming project decisions
- Regulatory and permitting issues
- Annual supply
- Annual water use
- Conservation progress
- Growth trend/demand
- Regional agreements and decisions by other agencies
- Other

Engagement and Outreach

- Board and Committee meetings
- Retailer meetings and review
- Interest holder meetings and responses
- Newsletter/blog/social media
- Expert panel

Plan Organization

Executive Summary

1 – Introduction

2 – Water Supply System

3 – Water Supply Challenges

4 – Water Supply Needs Assessment

5 – Project Options

6 – Water Supply Strategies

7 – Adaptive Management

8 – Outreach and Engagement

APPENDICES

A - Board Ends Policy E-2

B - Potable Reuse Goal

C - 2050 Conservation Goal

D - Demand Model Development

E - Water Supply Modeling

F - Water Shortage Impacts

G - Cost Analysis Method and Assumptions

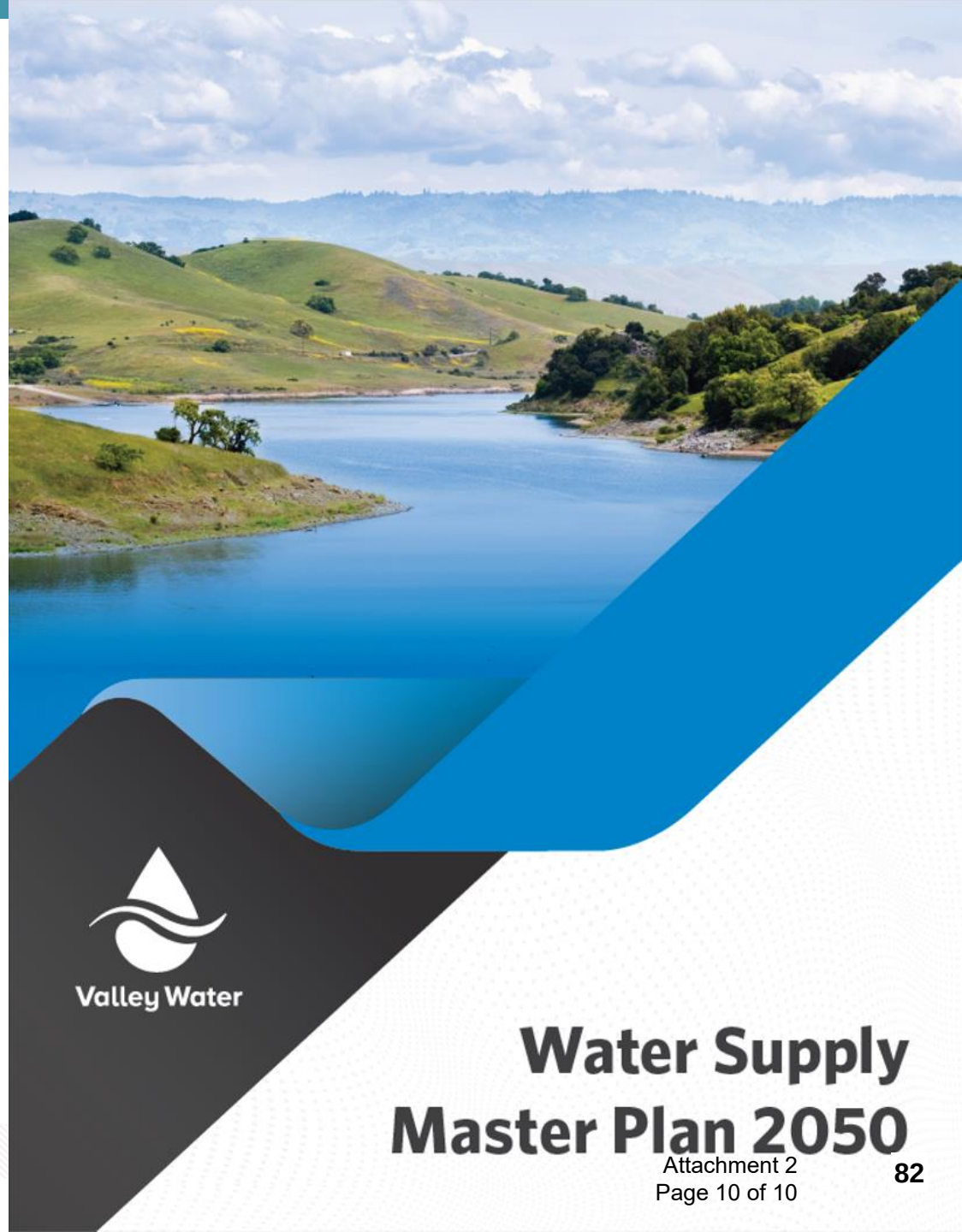
H - Additional Portfolios

Next Steps

- Post final report on website
- Develop annual MAP report and present to the board in fall 2026

Recommendation

- Adopt the WSMP 2050



Santa Clara Valley Water District

File No.: 25-0871

Agenda Date: 11/12/2025
Item No.: 3.6.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Receive an Overview of the Fiscal Year 2026-27 Groundwater Production Charge, Treated Surface Water Charge, Raw Surface Water Charge, and Recycled Water Charge Rate Setting Processes; Review Assumptions for the 10-Year Water Rate Projection and Potential State Water Project Tax Levy; and Provide Feedback.

RECOMMENDATION:

A. Receive an overview of the Fiscal Year 2026-27 rate-setting processes for groundwater production charges, treated surface water charges, raw surface water charges, and recycled water charges;
B. Review assumptions for the 10-year water rate projection and potential State Water Project tax levy; and
C. Provide feedback to staff.

SUMMARY:
This agenda item presents the Fiscal Year (FY) 2026-27 rate-setting process for Santa Clara Valley Water District's (Valley Water) groundwater production charges and other water charges (treated surface water, raw surface water, and recycled water). It provides an update on key issues that pertain to setting the charges that will take effect on July 1, 2026 (Attachment 1).

Each year, the Board establishes groundwater production charges for four zones of benefit (Zone W-2 in the North County and Zones W-5, W-7, and W-8 in the South County) in accordance with Section 26 of the District Act. Although not specified under the District Act, the Board also sets surface water charges, recycled water charges, treated water surcharges, and the amount of the State Water Project cost to be recouped through the State Water Project tax within the framework of the groundwater charge setting process.

The Water Utility taxing and pricing policy, Resolution 99-21 (Attachment 2), and legal requirements guide staff in the development of the overall structure for these charges.

The FY 2026-27 surface water charge-setting process will be conducted consistent with Proposition 218's requirements for property-related fees for water services as detailed in Board Resolution 12-10

(Attachment 3).

Proposition 26 applies to Valley Water's groundwater charges. For a groundwater charge to qualify as a nontax fee under Proposition 26, it must satisfy both of the following requirements:

1. It must be no more than necessary to cover the reasonable costs of the government activity, and
2. The manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the government activity.

The FY 2026-27 groundwater production charge setting process will be conducted consistent with Proposition 26 requirements.

Consistent with the District Act, procedural requirements for property related fees and charges, like holding a public hearing and noticing well owners, are followed.

Under the District Act, Section 26.6, an annual report referred to as the Report on Protection and Augmentation of Water Supplies (PAWS) is to be filed with the Clerk of the Board on or before the first Tuesday in April. A public hearing must be held on or before the fourth Tuesday in April and it must be noticed to the public in a newspaper of general circulation at least 10 days in advance. In addition, all well owners and well operators on record are notified of proposed groundwater production increases in writing, and of the public hearing, at least 45 days in advance. Groundwater production charges must be determined for the ensuing fiscal year prior to July 1 of the ensuing fiscal year. For each zone of benefit, groundwater production charges must be fixed and uniform per acre-foot for agricultural water and fixed and uniform per acre-foot for all water other than agricultural water.

Under the District Act, Section 26.3, groundwater production charges are to be used for the following purposes:

1. Pay for construction, operation, and maintenance of imported water facilities;
2. Pay for imported water purchases;
3. Pay for constructing, maintaining, and operating facilities which will conserve or distribute water including facilities for groundwater recharge, surface distribution, and purification and treatment; or
4. Pay for debt incurred for purposes 1, 2, and 3.

The Board has established groundwater benefit zones in accordance with the District Act. The objective of establishing different groundwater benefit zones is to recover only those costs for benefits resulting from District activities within that zone. The benefits and costs which are apportioned to zones by customer class are presented in the annual PAWS report.

The groundwater production charge reflects the benefit of District activities to protect and augment groundwater supplies and is applied to water extracted from the groundwater basin in Zones W-2, W-5, W-7, and W-8. Zone W-2 encompasses the Santa Clara groundwater subbasin north of Metcalf Road or the North County. Zone W-5 overlays the Llagas subbasin from northern Morgan Hill south to the Pajaro River. Zone W-7 overlays the Coyote Valley south of Metcalf Road to northern Morgan

Hill, and W-8 encompasses the area below Uvas and Chesbro Reservoirs.

Valley Water protects and augments water supplies for the health, welfare, and safety of the community. County-wide, groundwater replenished by the District makes up, on average, two-thirds of the groundwater used by residents, retailers, and businesses. The District replenishes the groundwater basins with local water and purchased water imported from the Sierra Nevada mountains and conveyed thru the San Francisco Bay Delta Estuary. The activities undertaken by the District to acquire, monitor, recharge, and protect the water supply are funded, in part, through groundwater production charges.

Water Usage Trend

The estimated actual District managed water use for FY 2024-25 is approximately 219,000 acre-feet (AF), which is about 3,000 AF lower than budgeted water use. Lower water use when compared to last year's budget was likely due to several factors including lower rebound from the 2023 drought than was anticipated combined with milder weather (dry but slightly cooler than usual).

Consistent with last years reduced long-term projections, adopted budget FY 2025-26 water use is 219,000 AF. The water usage forecast may be modified as necessary during the upcoming rate setting process.

FY 2026-27 Planning Scenario Ideas

Staff anticipates the need to provide several groundwater charge projection scenarios for Board consideration during this rate-setting cycle. Staff would appreciate Board feedback on the following assumptions and scenario ideas:

Baseline assumptions:

- District-managed water use projection of around 224,000 acre-feet
- Projects included in the adopted FY 26-30 CIP 5-Year Plan
    - Anderson Dam Seismic Retrofit with WIFIA loan
    - Rinconada Water Treatment Plant
    - Pure Water Silicon Valley (Phase 1 Demonstration Facility & Phase 2 Full-Scale Direct Potable Reuse (DPR) Facility)
    - Dam Safety Program: Almaden, Calero, Coyote & Guadalupe
- Water rates will fund 3.23% of Delta Conveyance Project planning costs
- State Water Project (SWP) Tax (excluding Delta Conveyance Project costs) may be needed to pay for all, most, or some SWP costs
- Master Plan Project placeholders: SCADA, Water Treatment Plants & Distribution System
- Agricultural rates remain at 10% or less of lowest groundwater charge zone Municipal & Industrial rate

Scenario Ideas:

1. Baseline
2. Baseline including expanded participation in Sites Reservoir

Based on Board feedback, various groundwater charge projection scenarios will be provided for Board consideration in early January 2026.

Planned Groundwater Charge Setting Schedule

Below are the key dates for the groundwater charge setting process as tentatively scheduled. The schedule calls for adopting the budget and groundwater production charges on May 12, 2026.

Jan 5: Agricultural Advisory Committee Meeting (Preliminary Groundwater Production Charge Analysis)
Jan 13: Board Meeting (Preliminary Groundwater Production [GWP] Charge Analysis), CIP Work Study Session
Jan 14: Water Retailers Meeting (Preliminary GWP Charge Analysis)
Jan 21: Water Commission Meeting (Preliminary GWP Charge Analysis)
Jan 27: Board Meeting (Budget development update)
Feb 27: File “Report on Protection & Augmentation of Water Supplies” (PAWS) with District Clerk of the Board & mail well owners and surface water users notice
Mar 10: Board Meeting - Budget development update (2nd Pass)
Mar 18: Water Retailers Meeting (GWP Charge recommendation)
Mar 24: Long Range Financial Forecast Review (all funds)
Apr 6: Agricultural Advisory Committee Meeting (GWP Charge recommendation)
Apr 8: Water Commission Meeting (GWP Charge recommendation)
Apr 14: Board Meeting (Open Public Hearing on GWP Charges)
Apr 16: Board Meeting (Continue Public Hearing on GWP Charges in South County)
Apr 28: Board Meeting (Continue and Conclude Public Hearing on GWP Charges)
Apr 29-30: Board Meetings (Budget Work Study Sessions)
May 12: Board Meeting (Adopt Groundwater Production Charges, Budget & CIP)

ENVIRONMENTAL JUSTICE IMPACT:
The annual Groundwater Production Charge setting process 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:
Depending on the direction provided by the Board, there could be a future financial impact to the Water Utility.

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: PowerPoint
Attachment 2: SCVWD Resolution No. 99-21
Attachment 3: SCVWD Resolution No. 12-10

UNCLASSIFIED MANAGER:
Darin Taylor, 408-630-3068



Overview of the FY 2026-27 Groundwater Production Charge Setting Process

Presented by: **Carmen Narayanan**, Financial Planning & Revenue Manager

Valley Water

Photo: Dr. Robert W. Gross Groundwater Recharge Ponds

Topics

1. **Background Information on Groundwater Production Charge Setting Process**
   - District Act
   - Prop 218 & Prop 26
   - Pricing Policy
   - Groundwater Benefit Zones
2. **North County & South County Infrastructure**
3. **Water Usage Projections**
4. **Rate Setting Strategy for FY 2026-27**
5. **Long Range Forecast for Water Utility**
6. **Schedule & Summary**

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District Act Requirements

Details Several Process Requirements to Set Groundwater Production Charges

- **Requires setting of groundwater production charges once per year**
  - Option to do mid-year adjustment (added in 1992)
- **Requires publication of Annual Report on Protection and Augmentation of Water Supplies (PAWS)**
- **Requires public hearing**
  - Surface, treated, & recycled water rates can be set separately
- **Requires establishment of groundwater benefit zones**

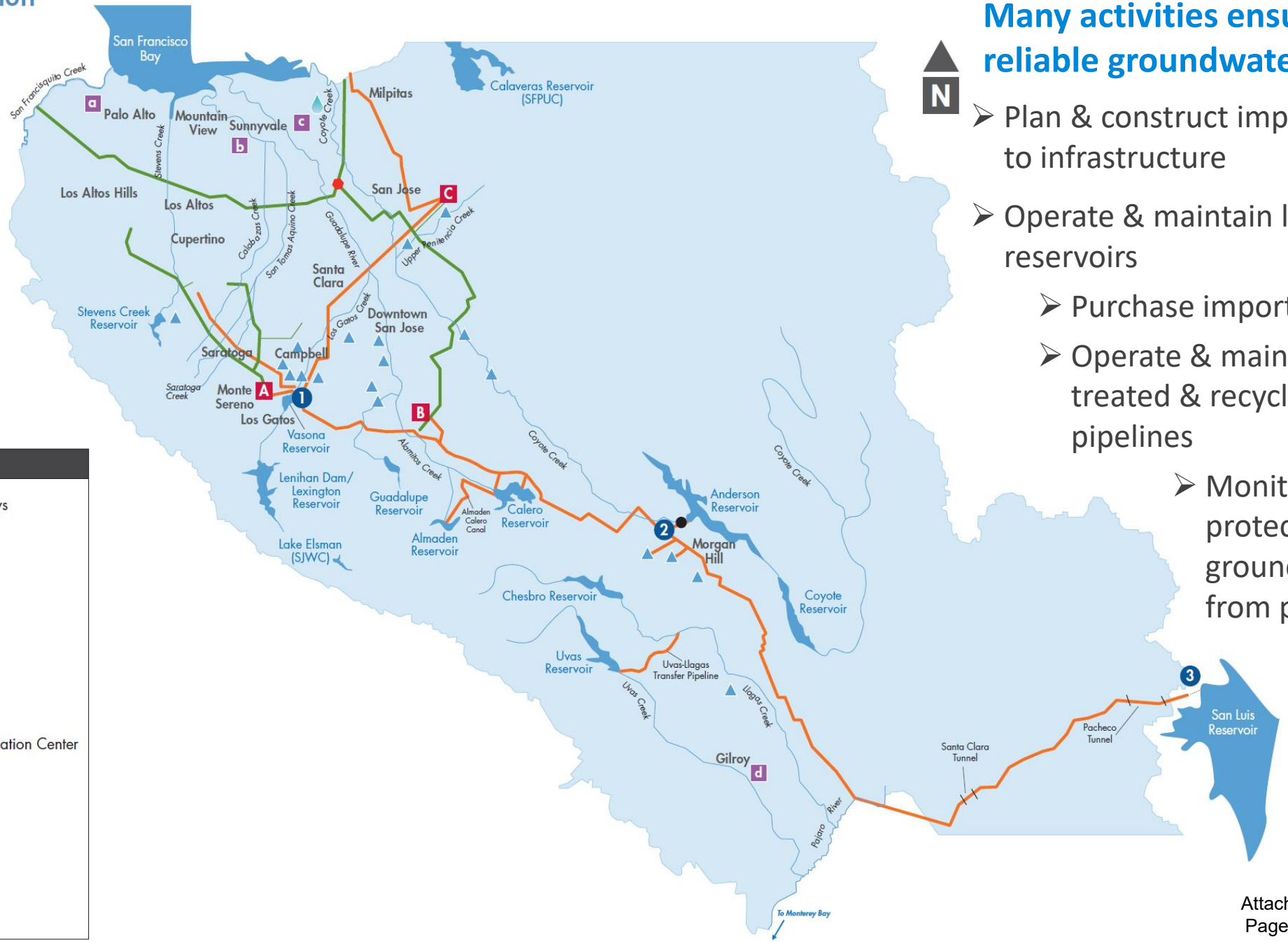
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District Act Defines Purposes for Groundwater Charges

Purpose for Groundwater Charges

1. **Imported Water Facilities**
2. **Imported Water Purchases**
3. **All Facilities which will "conserve or distribute water including facilities for groundwater recharge, surface distribution, and purification and treatment"**
4. **Debt**

Water Supply Distribution Map



Legend

- Lakes, reservoirs, rivers, creeks, & bays
- Raw water pipeline
- Drinking water pipeline
- Pump Plants
  1. Vasona
  2. Coyote
  3. Pacheco
- Drinking Water Treatment Plants
  A. Rinconada
  B. Santa Teresa
  C. Penitencia
- Silicon Valley Advanced Water Purification Center
- Anderson Hydroelectric Facility
- Local wastewater treatment plant and recycled water provider
  a. Palo Alto
  b. Sunnyvale
  c. San Jose-Santa Clara
  d. South County
- Recharge Ponds

Many activities ensure safe, reliable groundwater supplies

- Plan & construct improvements to infrastructure
- Operate & maintain local reservoirs
  - Purchase imported water
  - Operate & maintain raw, treated & recycled water pipelines
    - Monitor & protect groundwater from pollutants

Surface Water Charge-Setting Process

Consistent with Prop 218 Process for Water Service Charges
Includes protest procedure as defined in Board Resolution 12-10

Historical Majority Protest Procedure Results by Fiscal Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Surface Water											
North County W-2	0%	0%	0%	0%	**5%**	0%	0%	0%	0%	0%	0%
South County W-5	**1.3%**	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
South County W-7						0%	0%	0%	0%	0%	0%
South County W-8						0%	0%	0%	0%	0%	0%

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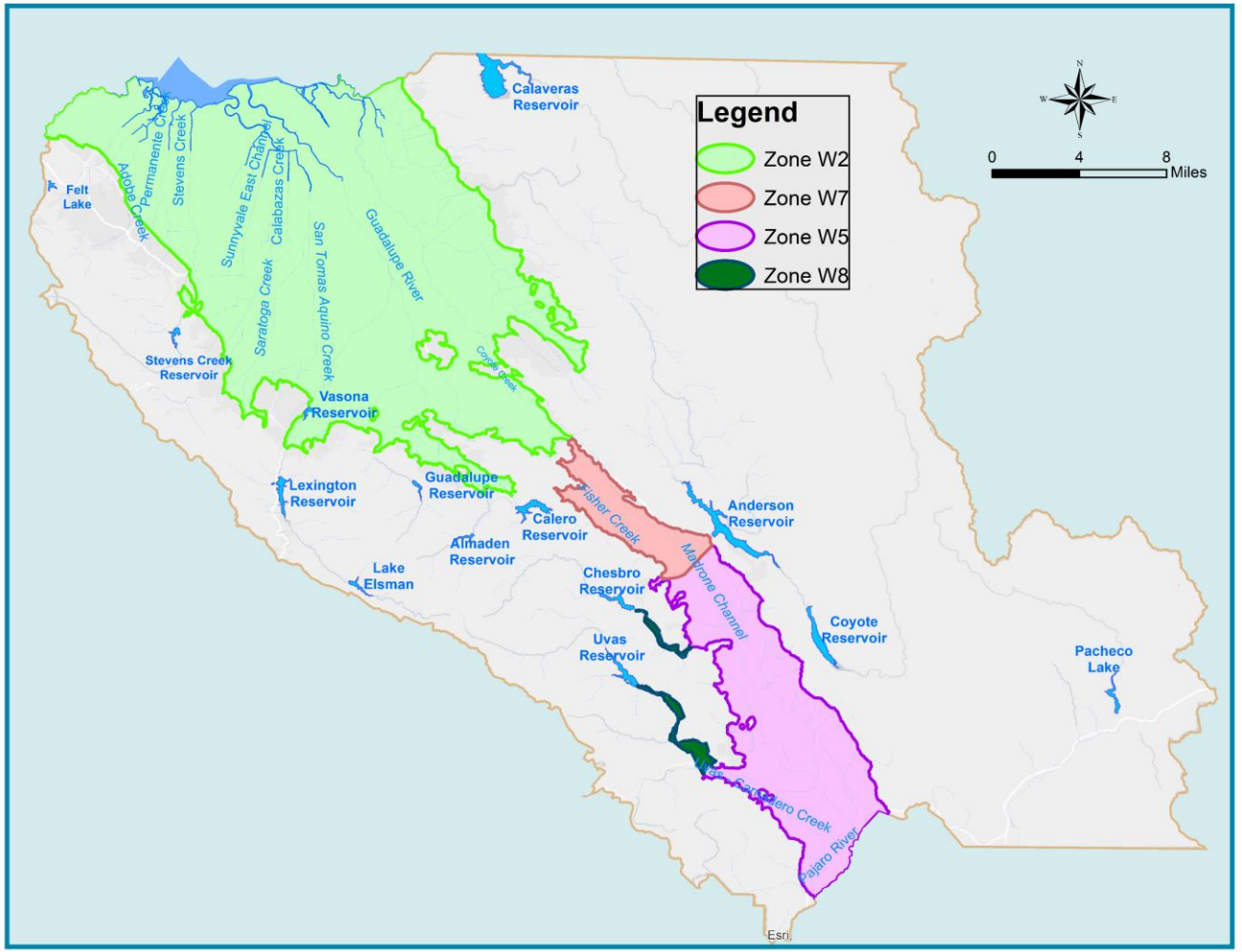
Groundwater Charge-Setting Process

Consistent with Prop 26

- **Prop 26 is applicable to groundwater charges**
- **To qualify as a nontax fee under Prop 26, GW charge must satisfy both:**
  1. GW charge established at amount that is no more than necessary to cover reasonable costs of government activity
  2. Manner in which costs are allocated to payor bear a fair or reasonable relationship to payor's burdens on, or benefits received from government activity

Resolution 99-21 is the Board's Pricing Policy

- Groundwater charges are levied within a zone for benefits received
- All water sources and water facilities contribute to common benefit within a zone regardless of cost, known as "pooling" concept
  - Helps maximize effective use of available resources
- Agricultural water charge shall not exceed 10% of M&I water charge



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Groundwater Charge-Setting Approach

September

Begin multi-year financial forecast prep

Water Utility activities must meet purpose defined in District Act Section 26.3

November/December

Board provides guidance for upcoming rate setting cycle

January

Preliminary Rate Projection Discussed with Board

Pricing based on Resolution 99-21 to maximize use of available water resources

February

Prepare Report on Protection & Augmentation of Water Supplies (PAWS)

Includes Cost of Service by customer class:

- Groundwater
- Surface Water
- Treated Water
- Recycled Water

April

Public Hearings & majority protest procedure (surface water)

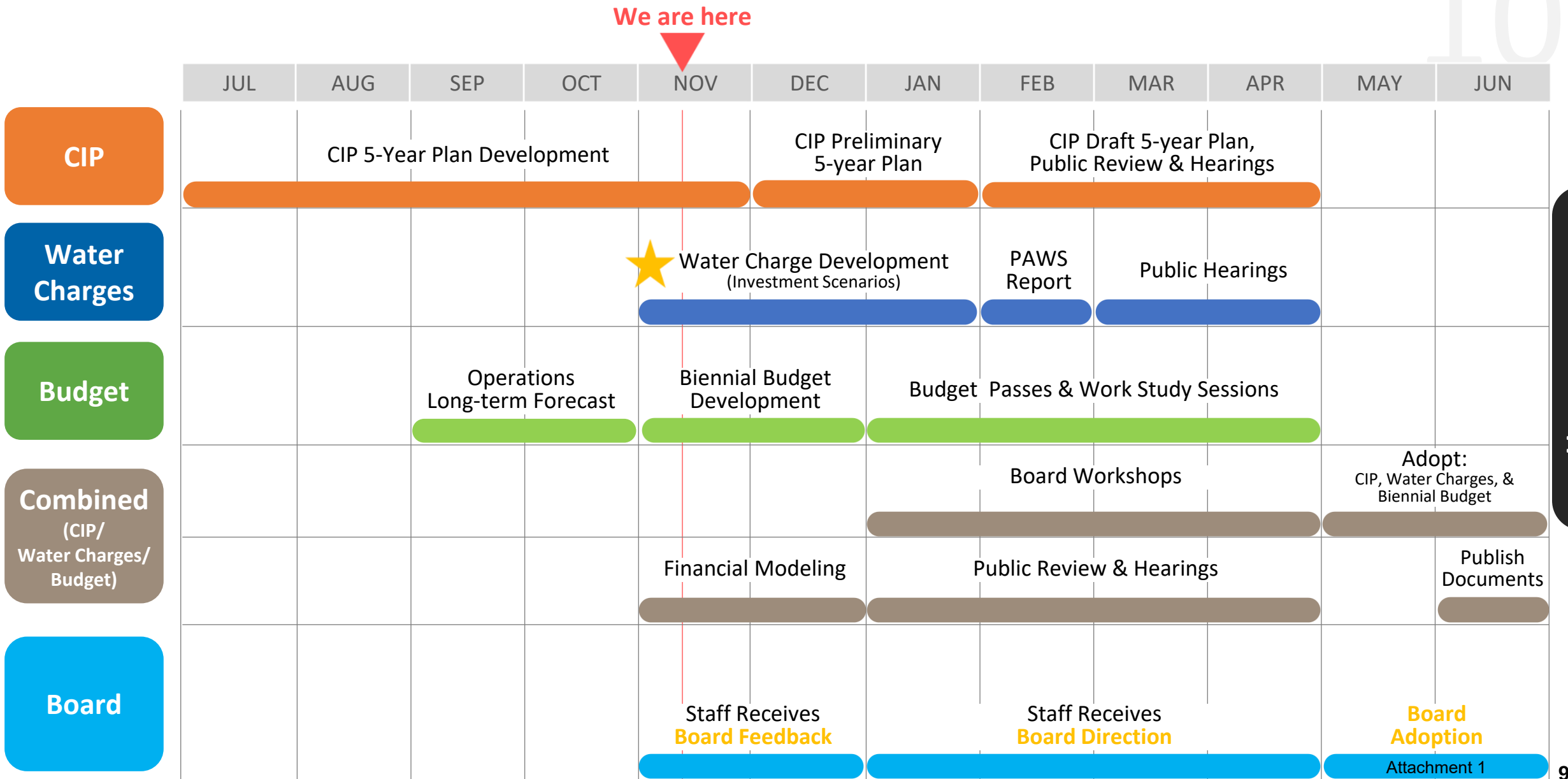
Process detail explained in Board Resolution 12-10

May

Adoption of Groundwater and Other Water Charges

GW Charge Setting Process consistently aligned with Budget Development & 5-Year CIP

Annual CIP, Biennial Budget & Water Charges Development Timeline



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Infrastructure

Differences Drive Unique Groundwater Production Charges in Each Zone

North County

- 3 water treatment plants
- Reservoirs –
  - Almaden
  - Calero
  - Guadalupe
  - Lexington
  - Stevens Creek
  - Vasona
- Silicon Valley Advanced Water Purification Center
- Imported Water – State Water Project
- Benefits Zone W-2 only

Shared

- Reservoirs –
  - Anderson
  - Coyote
  - Pacheco
- Imported Water –
  - Central Valley Project
- Shared facilities benefit Zones W-5 & W-7 only

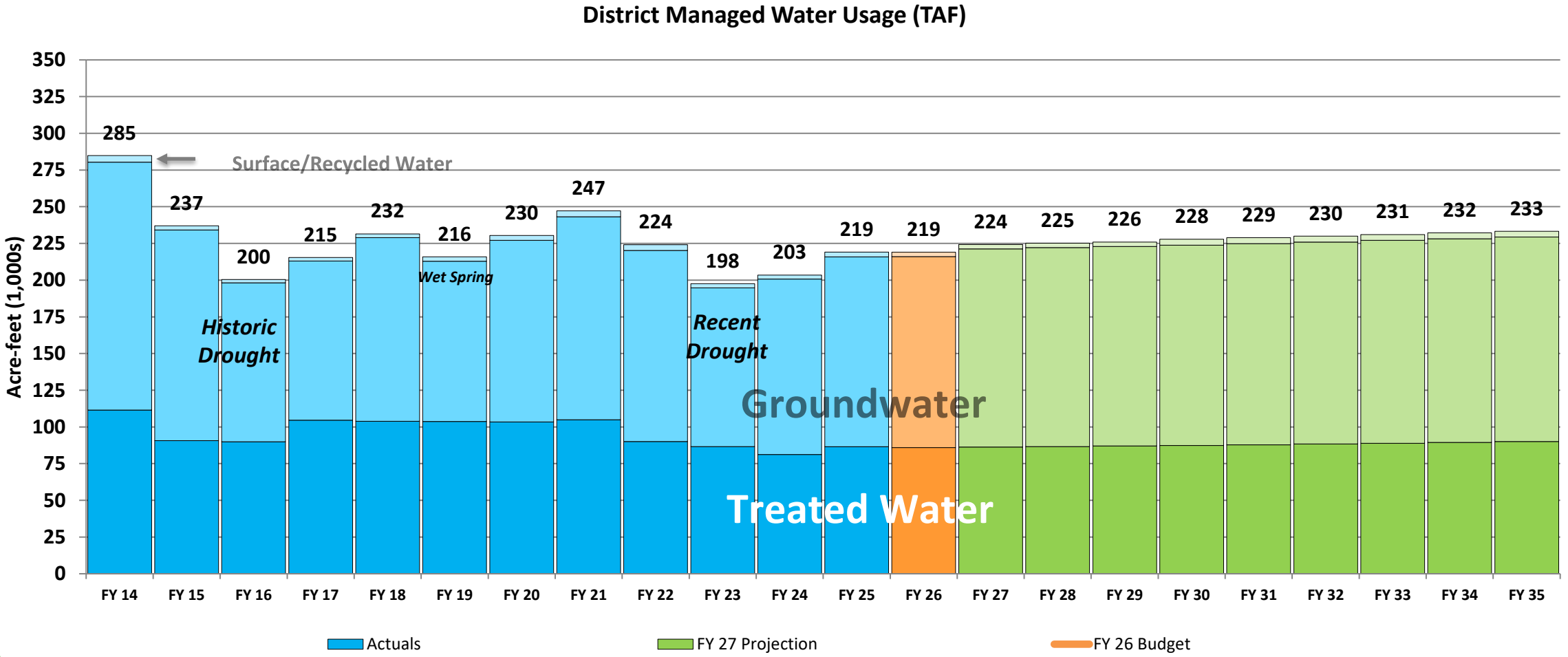
South County

- Reservoirs –
  - Chesbro
  - Uvas
  - Benefits Zones W-5 & W-8 only
- SCRWA Recycled Water System
  - Benefits Zone W-5 only

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District Managed Water Usage

Reflects Lower Water Use Projection Versus Pre-2023 Drought



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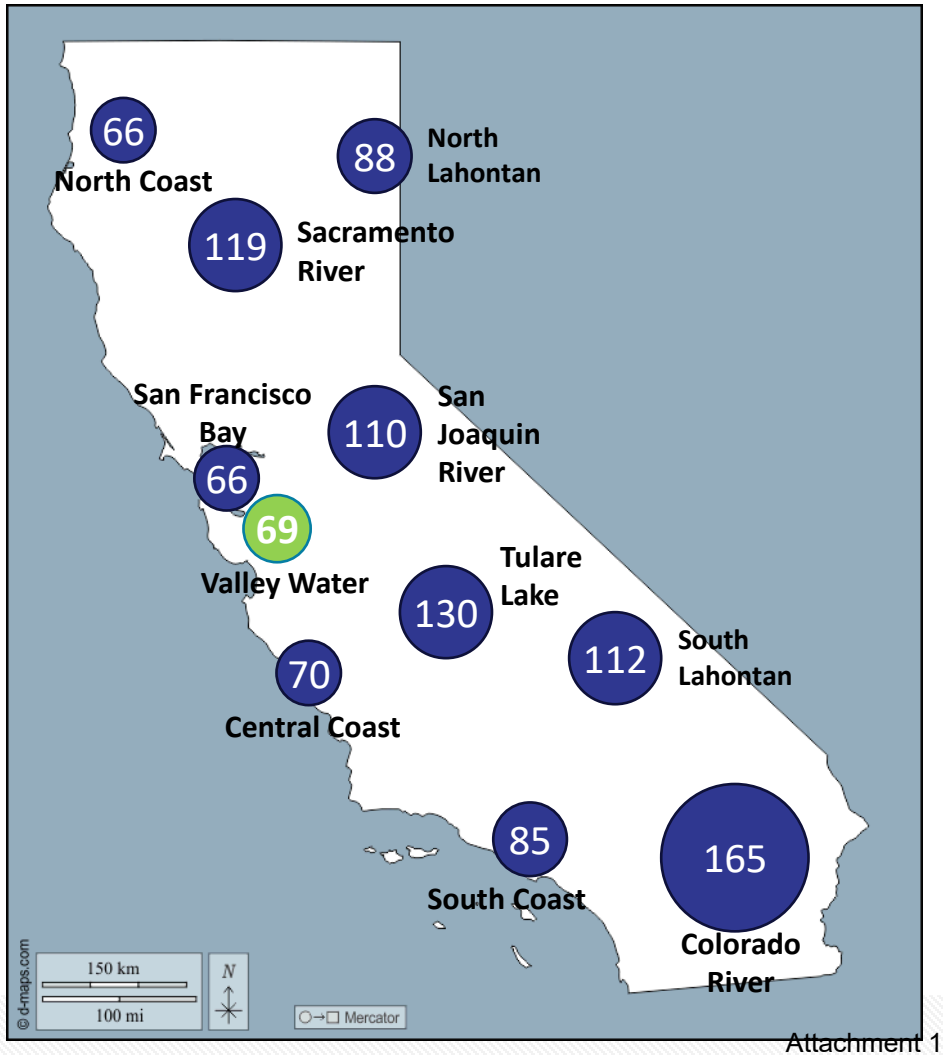
Average Water Usage Per Household

Recent conservation efforts and water use trends reflect reduced average water use for a 3 to 4-person household.

- **Long-term average: 15 HCF/month**
- **Revised average: 11 HCF/month**

www.watersavings.org

Average Residential Water Use, 2014 - 2023 (Gallons Per Capita Daily)



Data Source: State Water Resources Control Board

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Rate Setting Strategy for FY 2026-27

FY 27 Baseline Case Assumptions

- **Anderson Dam Seismic Retrofit**
- **Pure Water Silicon Valley** *Full-Scale Direct Potable Reuse (DPR) Facility*
- **San Luis Reservoir: B.F. Sisk Dam Raise with up to 63 TAF Storage**
- **Master Plan projects: SCADA, Water Treatment Plants & Distribution**
- **Dam Safety Program: Almaden, Calero, Coyote, & Guadalupe**
- **SWP Tax pays for 100% of SWP costs** *Excludes SWP portion of Delta Conveyance*
- **Delta Conveyance at 3.23% participation**
- **Agricultural Rate ($/AF) remains at 10% or less of lowest M&I rate**

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Rate Setting Strategy for FY 2026-27

FY 27 Rate Scenario Ideas

- **Baseline**
  - **Will reflect Board feedback for Preliminary CIP 5-Year Plan**
- **Baseline with expanded Sites participation**

Other scenarios based on Board feedback?

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Long Range Forecast for Water Utility

Proposed Timing Adjustment

- **Typically presented in March → proposed in August**
  - To better align with Board's strategic planning discussions

- **Background**
  - Forecast O&M, CIP, Debt & Water Charges out ~40 years
  - Incorporate asset replacement needs
  - Align with Water Supply Master Plan
  - Illustrate impact of debt service obligations

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Rate Setting Schedule FY 2026-27

- Jan 5 — Agricultural Water Advisory Committee
- Jan 13 — Board Meeting: Preliminary Groundwater Charge Analysis
- Jan 14 — Water Retailers Meeting: Preliminary Groundwater Charge Analysis
- Jan 21 — Water Commission Meeting: Preliminary Groundwater Charge Analysis

- Feb 10 — Board Meeting: Set time & place of Public Hearing
- Feb 27 — Mail notice of public hearing and file PAWS report

- Mar 10 — Board Meeting: Budget development update
- Mar 18 — Water Retailers Meeting: FY 27 Groundwater Charge Recommendation

- Apr 6 — Agricultural Water Advisory Committee
- Apr 8 — Water Commission Meeting
- Apr 14 — Open Public Hearing
- Apr 16 — Continue Public Hearing in South County
- Apr 28 — Conclude Public Hearing
- Apr 29-30 — Board Meeting: Budget work study session

- May 12 — Adopt budget & groundwater production and other water charges

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Summary

Staff seeking Board guidance for FY 2026-27 rate setting cycle

1. **Assumptions for Baseline water rate projections**
2. **Feedback on water rate scenario ideas**
3. **Confirm Long Range Forecast timing**
4. **Further Board guidance**

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QUESTIONS



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RESOLUTION NO. 99- 21

ADOPTING "WATER UTILITY TAXING AND PRICING POLICY" AND RESCINDING RESOLUTION NO. 96-82

WHEREAS, the Santa Clara Valley Water District (District) adopted a District mission, goals and objectives on February 19, 1985, in order to conduct a sound water management program that serves the community; and

WHEREAS, the District Act authorizes the District to enter into water sales contracts and to levy and collect taxes and assessments on property within the District and in the respective zones of the District and sets forth requirements for groundwater charges and rates between agricultural and nonagricultural water; and

WHEREAS, several Board resolutions, as identified in Exhibit "A," are related to the management of water resources and the implementation of this water taxing and pricing policy; and

WHEREAS, several changes which affect revenue sources and benefit distribution have occurred since adoption of Resolution No. 96-82. These changes include: (1) passage of Resolution Nos. 98-44 and 98-45 setting agricultural charges for groundwater and surface water at 10 percent of the nonagricultural charges; (2) revisions to the policy governing sale of noncontract water in 1998; (3) pending completion of an agreement to act as the wholesaler to deliver recycled water in South County.

BE IT RESOLVED, by the Board of Directors of the District as follows:

1. **The policy of the District in the areas of taxation and water pricing for water utility revenues shall be and is hereby adopted**:

Policy Statement

The intent of this water utility taxing and pricing policy is to provide revenue for the management of water resources and operation of the water utility enterprise. This policy establishes a framework for establishing a system of water charges as permitted by the District Act to meet revenue requirements and to allocate costs amongst the beneficiaries. The general approach is to charge the recipients of the various benefits for the benefits received from the District's comprehensive water utility program.

The consumptive and nonconsumptive benefits provided by District water supply facilities and operations are listed and described below:

- Provision of a water supply and effective management of water resources available to the community from a variety of sources of supply, transmission, and water treatment facilities operated by the District.
- Protection of water quality through the purification and treatment of water and the protection of water supplies.
- Stewardship of watersheds and riparian corridor.
- Administration of related programs and projects such as recycled water and water conservation administered solely by the District or in partnership with another organization.

- Ancillary flood protection.
- Recreation, such as fishing, boating, picnicking, hiking, and other related recreation activities.
- Support for the economic well being of the community.
- Protection of the community infrastructure from subsidence.

2. Policy Implementation

The following water taxing and pricing concepts and framework shall be implemented in order to provide for revenue in order to continue providing direct and ancillary benefits to the customers of the District and the community of Santa Clara County.

Water Taxing and Pricing Concepts

- ***Water Pooling***: Water is considered to be a single commodity irrespective of the water's source or cost. It is a single commodity whether it is from water provided locally, imported, or recycled, and all users benefit from the availability of multiple sources of water.
- ***Water Facilities Cost Pooling***: All water supply facilities contribute to the common benefit of effective water resources management. In general, the water charges and property taxes are based on the common benefits of the capital and operations outlays, rather than reference to named facilities, with the exception of the liability for bonded indebtedness which is applied to each zone of benefit.
- ***Water Resources Management***: Water supplies are managed, through taxing and pricing, to obtain the effective utilization of the water resources of the District to the advantage of the present and future populations of the County. This concept provides for development of taxing and pricing structures that will achieve the effective use of available resources and conserve supplies for potential drought conditions.
- ***Revenue Pooling***: For the most part, water utility revenues are collected in a common fund and not designated for a specific cost. Such revenues are available for the general capital and operating outlays of the water utility enterprise. Some revenues such as certain property taxes are specifically designated for debt service and the fixed costs of the State Water Project, and are not available to the common fund. Water charges are established to provide the revenues that are required in the common fund for general capital and operating outlays and that are over and above revenues from ad valorem taxes, interest, and miscellaneous sources. This provides flexibility in managing continuing operations and funding capital outlays.

Water Taxing and Pricing Framework

The following procedures are intended as a general framework to guide staff in the development of a water rate structure implementing this policy:

- ***Zones of Benefit***: Zones of benefit are to be identified and established in accordance with the District Act. Groundwater charges and property taxes are levied for the benefits received by the water users and property owners benefitting from that zone. For each zone, a basic

water user charge is determined for current groundwater and raw surface water users to be applied to the quantities of water used or consumed.

- ***Basic Water Charge Zones***: The objective of establishing various water charge zones is to recover costs for the benefits resulting from conservation, import, and recharge of water which occur only within that zone. Water charges are levied for water producing operations, such as groundwater pumping and raw surface water diversion. In addition, users may be subject to specific charges that meet special needs of a group of users, such as water master charges for surface water deliveries, a capital charge for equipment or facilities, and power costs for pumping.

- ***Treated Water Surcharge***: A treated water surcharge shall be added to the basic water charge for the price of treated surface water delivered by the District. The charge is to be established at an amount that would promote the effective use of available water resources. The charge may differ between treatment plants to better manage regional variations in groundwater conditions.

- ***Costs for Specific Benefits***: Whenever costs associated with specific benefits are clearly and easily measurable, those costs shall be charged to the beneficiaries, in accordance with their specific zones of benefit. Where there is a question as to the identity of the beneficiary or the method of measuring the benefit, the allocation of costs should remain flexible and be determined in accordance with accepted practices and sound judgements based on the four water pricing concepts. The District recognizes and supports the State Legislature's limitation imposed on the District that rates for agricultural water shall not exceed one-fourth of the rate for all water other than agricultural water. In order to encourage the continuance of agricultural use of land in the County, to encourage the preservation of open space, to defer intensification of users and to further support the limitation imposed by the State Legislature, it is the District's policy that rates for agricultural water shall not exceed one-tenth the rate for all water other than agricultural water.

  Both water charges and property taxes are used to recover costs incurred for the benefit of current water users. The costs for future supply sources can be recovered using current revenues or through project specific long-term financing.

- ***Balancing Costs***: The District recognizes that there may be imbalances between revenues and costs within a zone of benefit from year to year. The District will strive to achieve balance over the long-term in accordance with the District Act and to properly charge recipients for the benefits received.

- ***Incentives***: Incentives in the form of subsidies may be provided in order to reduce the price of specific sources of water in order to optimize use of available or future water resources.

- ***Recycled Water***: From time to time, the District may enter into agreements to provide wholesale delivery or other services related to recycled water. The District will strive to recover the costs of these facilities consistent with the pooling concepts outlined above, while adhering to the specifics of any agreement.

3. Executive and Staff Limitations

District staff are authorized to develop a water rate structure which meets the objectives set forth herein, in accordance with the District Act, and using the concepts set forth above. The District's rate structure is implemented only by resolutions approved by the Board of Directors.

Staff is authorized to recommend water charges for consideration by the Board in accordance with the District Act. Water charges, if any, shall be recommended by staff each year be at fixed and uniform rates for agricultural water and for all water other than agricultural water, respectively, except that each such rate for agricultural water shall be one-tenth of the rate for all water other than agricultural water. The Board has determined that agricultural use of lands is of value to the County and the state, and that agricultural lands provide an open space benefit. The Board's limiting staff to a recommendation of agricultural water rates below the maximum allowed by the District Act will benefit water users Countywide, and is necessary to carry out the policies of the State Legislature and the District Board of Directors.

Staff is authorized to prepare, for the Board's consideration, resolutions for the collection of property taxes as needed and authorized under applicable laws.

4. Previous Policy Rescinded

The "Water Taxing and Pricing Policy," adopted by Resolution No. 96-82, is hereby rescinded.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District on March 16, 1999 by the following vote:

AYES: Directors Gross, Zlotnick, Judge, Kamei, Sanchez, Estremera, Wilson

NOES: Directors None

ABSENT: Directors None

SANTA CLARA VALLEY WATER DISTRICT

By: _____
Chair/Board of Directors

ATTEST: LAUREN L. KELLER

_____
Clerk/Board of Directors

RESOLUTION NO. 12– 10

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SANTA CLARA VALLEY WATER DISTRICT ADOPTING PROCEDURES
FOR THE IMPOSITION OF SURFACE WATER CHARGES

WHEREAS, pursuant to Section 4 of the District Act, the purposes of the District Act are to authorize the District to provide comprehensive water management for all beneficial uses within Santa Clara County; and

WHEREAS, Section 5(5) of the District Act authorizes District to do any and every lawful act necessary to be done that sufficient water may be available for beneficial uses within Santa Clara County; and

WHEREAS, Section 5(12) authorizes the District to make contracts and do all acts necessary for the full exercise of all powers vested in the District; and

WHEREAS, Proposition 218, adopted on November 6, 1996, added Articles XIIIC and XIIID to the California Constitution which impose certain procedural and substantive requirements with respect to the imposition of certain new or increased fees and charges; and

WHEREAS, whether legally required or not, the District Board believes it to be in the best interest of the community to align its practices with respect to the imposition of surface water charges to mirror the majority protest requirements of Article XIII D, section 6 applicable to charges for water services to the extent possible; and

WHEREAS, the District Board believes it to be in the best interest of the community to record its decisions regarding implementation of the provisions relating to imposition of surface water charges and to provide the community with a guide to those decisions and how they have been made; and

NOW, THEREFORE, the Board of Directors of Santa Clara Valley Water District does hereby resolve as follows:

SECTION 1. Statement of Legislative Intent. It is the Board of Directors' intent in adopting this resolution, to adopt the notice, hearing, and majority protest procedure proceedings that are consistent, and in conformance with, Articles XIIIC and XIIID of the California Constitution and with the Proposition 218 Omnibus Implementation Act and the provisions of other statutes authorizing imposition of surface water charges. To the extent that these requirements are legally required to supercede the requirements set forth in the District Act, these provisions are intended to prevail.

SECTION 2. Definitions.

A. Record Owner. The District will provide the required notice to the Record Owner. "Record Owner" means the record owner of the property on which the surface water use-facility is present, and the tenant(s) who are District surface water permittees liable for the payment of the surface water charge.

B. **Charge Zone.** "Charge Zone" means the District zone (i.e. Zone W-2 or Zone W-5) that a surface water user's turnout is located, which is applicable in identifying the proposed surface water charge. Surface water users that receive surface water outside of either Zone W-2 or Zone W-5 are deemed to be located in the zone to which the surface water user's turnout is most nearly located.

SECTION 3. Surface Water Charge Proceeding. The following procedures will be used:

A. **Those Subject to the charge.** The Record Owners of the existing surface use-facilities.

B. **Amount of Charge.** A formula or schedule of charges by which the customer can easily calculate the potential surface water charge will be included in the notice. The surface water charge is comprised of a basic user charge and a surface water master charge. The surface water charge must comply with the following substantive requirements:

1. Revenues derived from the surface water charge will not be used for any purpose other than that for which the charge is imposed.

2. Revenues derived from the surface water charge will not exceed the direct and indirect costs required to provide the service.

3. The amount of the surface water charge must not exceed the proportional cost of the service attributable to the property.

4. No charge may be imposed for a service unless the service is actually used by, or immediately available to the property owner (or, if applicable, the tenant).

5. No charge can be imposed for general governmental services where the service is available to the public at large in substantially the same manner as it is to property owners.

C. **Notice.** The following guidelines apply to giving notice of the surface water charge.

1. Record Owner(s) of each parcel subject to the surface water charge, meaning any parcel with a surface water use-facility, will be determined from the last equalized property tax roll. If the property tax roll indicates more than one owner, each owner will be sent the notice. District surface water permittees liable for the payment of the surface water charge will also be provided with the notice.

2. The notice must be sent at least forty-five (45) days prior to the date set for the public hearing on the surface water charge.

3. Failure of any person to receive the notice will not invalidate the proceedings.

D. **Surface Water Charge Protest.** The following guidelines apply to the surface water charge protest procedure:

1. The notice will be mailed to all affected Record Owners at least forty-five (45) days prior to the date of the public hearing on the proposed surface water charge.

2. Written protests must be forwarded to the Clerk of the Board by mail or in person, sealed in an envelope which conceals the contents, with the property address or APN written on the outside of the envelope. To be counted, protests must be received no later than the date for return of protests stated on the notice, or the close of the public hearing, whichever is later.

3. A protest must be signed under penalty of perjury. For properties with more than one Record Owner, a protest from any one surface water user-facility will count as a protest for the property. No more than one protest will be counted for any given property.

4. Only protests with original signatures will be accepted. Photocopied signatures will not be accepted. Protests will not be accepted via e-mail. Protests must be submitted in sealed envelopes identifying the property on which the surface water user-facility is located, and include the legibly printed name of the signator. Protests not submitted as required by this Resolution will not be counted.

5. This proceeding is not an election.

6. Written Protests must remain sealed until the tabulation of protests commences at the conclusion of the public hearing. A written protest may be submitted or changed by the person who submitted the protest prior to the conclusion of the public testimony on the proposed charge at the public hearing.

7. Prior to the public hearing, neither the protest nor the envelope in which it is submitted will be treated as a public record, pursuant to the Government Code section 6254(c) and any other applicable law, in order to prevent potential unwarranted invasions of the submitter's privacy and to protect the integrity of the protest process.

E. **Tabulating Protests.** The following guidelines apply to tabulating protests:

1. It will be the responsibility of the Clerk of the Board to determine the validity of all protests. The Clerk will accept as valid all protests except those in the following categories:

   a. A photocopy which does not contain an original signature;
   b. An unsigned protest;
   c. A protest without a legible printed name;
   d. A protest which appears to be tampered with or otherwise invalid based upon its appearance or method of delivery or other circumstances;

e. A protest submitted to the District via e-mail;
f. A protest submitted in an envelope that does not have the address or APN written on the outside of the envelope;
g. A protest signed by someone other than the Record Owner for the APN.

The Clerk's decision, after consultation with the District Counsel, that a protest is invalid is final.

2. An impartial person, designated by the governing board, who does not have a vested interest in the outcome of the proposed charge will tabulate the written protests submitted, and not withdrawn. The impartial person may be a member of the Clerk of the Board Office.

3. A Record Owner who has submitted a protest may withdraw that protest at any time up until the conclusion of the final public hearing on the surface water charge.

4. A property owner's failure to receive notice of the surface water charge will not invalidate the proceedings conducted under this procedure.

F. Public Hearing.

1. At the public hearing, the District Board will hear and consider all public testimony regarding the proposed surface water charge and accept written protests until the close of the public hearing, which hearing may be continued from time to time.

2. The District Board may impose reasonable time limits on both the length of the entire hearing and the length of each speaker's testimony.

3. At the conclusion of the hearing, the Clerk of the Board, or other neutral person designated to do the tabulation will complete tabulation of the protests from Record Owners, including those received during public hearing.

4. If it is not possible to tabulate the protests on the same day as the public hearing, or if additional time is necessary for public testimony, the District Board may continue the public hearing to a later date to receive additional testimony, information or to finish tabulating the protests; or may close the public hearing and continue the item to a future meeting to finish tabulating the protests.

5. If according to the final tabulation of the protests from Record Owners, the number of protests submitted against the proposed surface water charge (or increase of the surface water charge) within a Charge Zone exceeds 50% plus one of either: (i) the identified number of parcels within that Charge Zone, or (ii) the identified number of owners and tenants who are subject to the surface water charge within that Charge Zone, then a "majority protest" exists and the District Board of Directors will not impose the surface water charge within that Charge Zone.

Resolution 12-10

A Resolution of the Board of Directors of the Santa Clara Valley Water District Adopting Procedures for the Imposition of Surface Water Charges

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District by the following vote on February 14, 2012.

AYES:	Directors	T. Estremera, D. Gage, J. Judge, P. Kwok, R. Santos, B. Schmidt, L. LeZotte
NOES:	Directors	None
ABSENT:	Directors	None
ABSTAIN:	Directors	None

SANTA CLARA VALLEY WATER DISTRICT

By: _____
LINDA J. LEZOTTE
Chair/Board of Directors

ATTEST: MICHELE L. KING, CMC

_____
Clerk/Board of Directors

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Santa Clara Valley Water District

File No.: 25-0870

Agenda Date: 11/12/2025
Item No.: 3.7.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Receive an Overview of the Fiscal Year 2026-27 Rolling Biennial Budget Process.

RECOMMENDATION:
Receive an overview of the Fiscal Year 2026-27 Rolling Biennial Budget process to provide an opportunity for Board input.

SUMMARY:
Santa Clara Valley Water District (Valley Water) develops the rolling biennial budget and five-year capital improvement program to allocate public funds necessary to provide Silicon Valley with safe, clean water for a healthy life, environment, and economy.

The development of the operating budget and capital improvement program are accomplished in an open and transparent process under the guidance of the Board, providing an opportunity for public input. This presentation describes the financial planning process proposed for Fiscal Year 2026-27.

Valley Water's financial processes are governed by the District Act, Section 13 for taxation and Section 20 for adoption of the budget. In addition, state and federal laws and certain agreements require annual examinations of financial records. Board Governance Policies EL-4 guide financial management, planning, budgeting, and ongoing financial activities. Valley Water's financial processes comply with all applicable laws, regulations, agreements, and policies.

ENVIRONMENTAL JUSTICE IMPACT:
There is no environmental justice impacts associated with the Fiscal Year 2026-27 Rolling Biennial Budget process. This action is unlikely to or will not result in adverse impacts.

FINANCIAL IMPACT:
This agenda memo is presented for information only. However, there could be a financial impact on future Valley Water finances depending on direction provided by the Board.

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

ATTACHMENTS:
Attachment 1: PowerPoint

UNCLASSIFIED MANAGER:
Darin Taylor, 408-630-3068

Overview of Fiscal Year 2026-27 Rolling Biennial Budget Process

November 12, 2025

Agenda

- Authority and Governance
- Financial Planning Process
- Budget Calendar
- Major Themes and Inputs to Budget
- Next Steps

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Overview of FY 27 Rolling Biennial Budget Process

Authority and Governance Policy

District Act

- **Section 13:** Taxation – Empowers the board, in any year, to levy taxes or assessments in the district, *including authority to seek voter approval to issue GO Bonds paid for by Ad Valorem Taxes.*
- **Section 20:** Adoption of Budget – Requires the board to adopt the budget not later than June 30 of each year.
- **Section 26:** Ground Water Charges - Empowers the board to levy and collect a ground water charge.

Board Governance Policies

- **EL- 4 Financial Management**
  Financial planning for any fiscal year shall be aligned with the Board's Ends, not risk fiscal jeopardy, and be derived from a multi-year plan. With respect to the actual, ongoing financial condition and activities, the BAOs shall provide for the development of fiscal sustainability.

- **Planning and Budgeting**
  EL- 4.3 Include credible projection of revenues and expenses, separation of capital and operational items, cash flow, and disclosure of planning assumptions.

  EL- 4.4 Plan the expenditure in any budget period within the funds that are conservatively projected to be received or appropriated from reserves in that period.

Overview of FY 27 Rolling Biennial Budget Process

Financial Planning Process Overview

Timing	Process Flow			Outcome
August – October	**CIP Preparation**	**Operations Cost Forecast Exercise**		• Multi-year cost projection by project
November	**Financial Modeling & Budget Kickoff**			• Overhead & benefits rates forecast • WU Rate Scenarios • Watershed Financial Model
December	**Budget Process Continues**	**Chief Reviews**		• Set operations budget target • Preliminary water rate analysis • Proposed CIP
January - June	**Budget Process** • Budget Passes • Board Work Study • Budget Doc Production	**GWP Charge Process** • PAWS Report • Well Owner Notices • Public Hearings	**CIP Process** • Draft CIP Document • 60-Day Review • Final CIP Document	• Adopt Groundwater Production Charges • Adopt Budget • Adopt CIP

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Overview of FY 27 Rolling Biennial Budget Process

Proposed Board Review Dates

- **Operating and Capital Budget**
  - January 27, 2026 – 1st Pass Budget Update
  - March 10, 2026 – 2nd Pass Budget Update
  - April 29 and 30, 2026 – Budget Work Study Session
- **Groundwater Production Charge (GWP)**
  - January 13, 2026 – Preliminary GWP Analysis
  - April 14 to 28, 2026 – GWP Public Hearings
- **Capital Improvement Program (CIP)**
  - January 13, 2026 – Preliminary CIP
  - March 10, 2026 – Draft CIP
  - April 28 and 29, 2026 – CIP Public Hearings
- **Operating and Capital Budget, GWP, and CIP**
  - May 12, 2026 – Board Adoption

Overview of FY 27 Rolling Biennial Budget Process

Major Budget Themes

- **Water Utility**
  - Suspension of Pacheco Reservoir Expansion Project reduces projected water rates
  - Anticipate increases in capital and operating costs to put upward pressure on water rates
- **Watershed Stream Stewardship**
  - Future cost challenges exceed fund financial capacity
  - Project implementation will likely need to be deferred, phased, or reduced in scope to maintain fund solvency
- **Safe Clean Water**
  - Future cost challenges exceed fund financial capacity
  - Aggressive pursuit of grant funding continues; Award for $24M pending grant for Sunnyvale East not expected until 2028
  - Project implementation will likely need to be deferred, phased, or reduced in scope to maintain fund solvency

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Overview of FY 27 Rolling Biennial Budget Process

Major Inputs to Budget

- **Positions**
  - 45 positions currently paused
  - Expect continuation of paused positions to extent possible
- **Salaries and Benefits**
  - New labor contracts will be incorporated once finalized
- **Supplies and Services**
  - Detailed Review to align with Board priorities
- **Capital Improvement Program**
  - Based on draft of 2027-31 Five-Year Capital Improvement Program (CIP)

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Next Steps

Next Steps:

- Incorporate recently adopted Board Work Plan strategies into development of FY 2026-27 Rolling Biennial Operating and Capital Budget, and FY 2027-31 Five-Year CIP

- Check in with Board at various stages of process to confirm strategic direction and funding priorities are incorporated before final adoption scheduled for May 12, 2026

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Santa Clara Valley Water District

File No.: 25-0794

Agenda Date: 11/12/2025
Item No.: 3.8.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Receive the Winter Preparedness Briefing.

RECOMMENDATION:
Receive information on the Santa Clara Valley Water District's preparedness for winter operations.

SUMMARY:
As the agency authorized to provide local flood protection, Santa Clara Valley Water District (Valley Water) works diligently to protect Santa Clara County residents and businesses from the devastating effects of flooding. This report provides information regarding various measures Valley Water has taken to prepare for the Winter season. Specifically, it includes information on the following:

- Weather Forecast
- Board Natural Flood Protection Ends Policies
- Flood Awareness Campaign and Community Outreach, including to known Hot Spots
- Emergency Action Planning
- Monitoring and Flood Forecasting
- Reservoir Management
- Real-time Information, Alerts and Warnings
- Valley Water, Countywide and Regional Emergency Management Systems
- Valley Water Field Response Actions and Capabilities
- Storm Ready Recognition with National Weather Service

Background

Winter Hazards

Winter brings an additional set of seasonal hazards that threaten both watersheds and water utility operations. Severe and/or extended precipitation can overwhelm engineered and natural channels and has the potential to damage Valley Water's flood protection infrastructure. The resulting flooding can prompt municipalities to initiate evacuations and sheltering and disrupt transportation. Severe storms can also bring high winds and cause land movement that have the potential to impact power, communication, water, and wastewater utility infrastructure.

Weather Forecast

National Weather Service (NWS) seasonal weather models predict a 50% chance of La Niña during the Northern Hemisphere winter (December-February) 2024-25, with a 28% chance of La Niña February-April 2026. La Niña results in cooler equatorial sea-surface temperatures that bring drier weather to the southwest quadrant of the United States, with passing cold snaps. Models are showing some indication of La Niña fading mid-winter, moving into the Southern Oscillation neutral phase. Uncertainty remains in the seasonal forecast and will need to be watched closely. Total seasonal precipitation remains an open question, but levels may be heavier later in the winter months.
NWS meteorologists will also be watching how the Arctic Oscillation (AO), Madden-Julian Oscillation (MJO), and other intraseasonal variability fluctuate through the winter season. These could bring swings in precipitation amounts, fluctuating snow levels, and/or atmospheric rivers. Medium range forecast capabilities will help to distinguish these events with as much lead time as 10-14 days, though the details may not be worked out until within a few days of any given event. Keep in mind that a season with below-normal rainfall can still produce flooding, especially if much of the rainfall occurs over a short period of time.
Near-term weather forecasts enable Valley Water to anticipate the location and intensity of rainfall to better mobilize response efforts. Valley Water receives weather forecasts from multiple sources, including meteorology consultants and the NWS. Using this data, Valley Water staff makes decisions for flood fighting and for reservoir operations.

Board Natural Flood Protection Ends Policies

Valley Water’s Board of Directors has established Natural Flood Protection (NFP) Goals 3.1, 3.2, and 3.3 to provide flood protection for residents, businesses, and visitors; and to reduce the potential for flood damages. These goals establish the following nine natural flood protection objectives.
1. Prioritize maintenance of existing facilities over construction of new capital projects (Objective 3.1.1)
2. Inspect and maintain facilities on a regular basis (Objective 3.1.2)
3. Perform maintenance using maintenance guidelines updated on a regular basis (Objective 3.1.3)
4. Develop, maintain, and communicate emergency action plans (Objective 3.2.1)

5. Develop, maintain, and communicate flood information to the community (Objective 3.2.2)
6. Provide expertise in flood forecasting and flood warning systems to municipalities (Objective 3.2.3)
7. Provide expertise to encourage public agencies to reduce flood risk and protect floodplain benefits (Objective 3.2.4)
8. Provide equitable, timely, and achievable flood protection for health and safety (Objective 3.3.1)
9. Protect people and property from flooding by applying a comprehensive, integrated watershed management approach that balances environmental quality, sustainability, and cost (Objective 3.3.2)

This memorandum describes how Valley Water staff is working to achieve each of these objectives.

1. Protect Parcels from Flooding (3.3.1 and 3.3.2)

Valley Water's Watersheds Design and Construction Division plans, manages, and implements capital improvements to comply with the Board's Ends Policy to protect parcels from flooding. A total of 14 flood protection projects are underway in Fiscal Year 2025-2026 with a total FY26 budget of $77.4 million. This amount is the "Flood Protection" total, comprised of the Watershed Stream Stewardship Fund and the Safe, Clean Water and Natural Flood Protection Fund. Eight of these projects are Safe, Clean Water projects, and six are funded by property taxes. All have the primary objective of providing natural flood protection for residents, businesses, and visitors.

2. Preserve Flood Conveyance Capacity (3.1.1, 3.1.2 and 3.1.3)

Valley Water's Watersheds Operations and Maintenance Division (Watersheds O&M) performs sediment removal, levee inspection and maintenance, debris removal, vegetation management, and erosion protection and repairs to comply with the Board's Ends Policy to preserve flood conveyance capacity. Watersheds O&M work that has been accomplished in 2024 through Valley Water's Stream Maintenance Program includes the following.

- Removal of approximately 28,707 cubic yards of sediment (estimated)*
- Stabilization of approximately 2,059 linear feet of riverbank (estimated)*
- Completion of 1,337 acres of in-stream vegetation control over 129 miles of streams*

*Work continues. Quantities estimated through September 30, 2025.

Valley Water staff continues to respond to calls from throughout the county regarding vegetation concerns. Field crews continue to monitor creek conditions to selectively reposition or remove fallen trees that could potentially block flows in local creeks or cause other hazards.

3. Integrated Watershed Management to preserve floodplain functions (3.3.2)

Valley Water preserves floodplain functionality and other watershed assets and interests from

external land-use activities by reviewing and commenting on development proposals for consistency with the Guidelines and Standards for Land Use Near Streams, and by participating in the review of municipal General Plan updates.

Valley Water's Community Projects Review Unit issues encroachment permits that regulate the third-party use or modification of Valley Water lands along local waterways and provides ordinance enforcement consistent with the Board adopted encroachment remediation program and Board governance policies. Additionally, Valley Water reviews and comments on environmental documents and plans for projects outside Valley Water right-of-way to promote Valley Water's water resource interests. Through these processes, Valley Water advocates for development setbacks and site layouts that strive to maximize protection of stream and riparian corridors and floodplain function.

4. Reduce flood risks through engagement with other agencies and the public (3.2.4)

Flood Awareness Campaign and Community Outreach

Valley Water delivers multilingual flood preparedness messages throughout Santa Clara County, focusing on flood-prone areas. This year's campaign features the slogan "Be Alert, Be Flood Safe." Materials include the nine Community Rating System (CRS) Santa Clara County Multi-jurisdictional Program for Public Information (PPI) Flood Preparedness topic messages as well as a call for residents and business owners to visit valleywater.org/floodready <../../../../Users/AMYFONS/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/3VHQ9BKM/valleywater.org/floodready> to sign up for emergency alerts, locate their address in the FEMA Special Flood Hazard Area (SFHA) map, and find sandbag locations.

Postcard, Floodplain Mailer, and Trifold

Our multilingual postcard, featuring the nine PPI Flood Preparedness tips identified in the 2021 PPI, will be delivered to 48,154 homes and businesses in or near flood-prone areas starting November 1, 2025.

The floodplain mailer featuring the full nine multilingual flood preparedness messages, a floodplain manager phone directory by city/county, and a refrigerator magnet with a QR code that links to valleywater.org/floodready <../../../../Users/AMYFONS/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/3VHQ9BKM/valleywater.org/floodready> will be delivered to homes and businesses in the FEMA SFHA on December 15, 2025. This year, the floodplain mailer also includes a centerfold section with an infographic explaining the benefits of signing up for emergency alerts.

A multilingual trifold outlining what to do before, during, and after a flood will be mailed to homes and businesses in the FEMA SFHA in advance of the first extreme weather event of the season.

Flood Awareness Media/Digital Campaign

Our annual flood awareness advertising campaign launched on October 18, 2025 and continues

through the end of February 2026. The campaign is geo-targeted to serve the IP addresses of devices registered to homes in the FEMA SFHA and is supported by geo-fenced ads and social media postings targeted to zip codes in the flood zone.
In early November, a partner toolkit will be distributed to retailers, Public Information Officers, CRS partners, community associations, and elected officials. A flood awareness post will also be shared on our blog and posted to each Board Director's area on Nextdoor.

Flood awareness messages will also be shared through multilingual community newspaper sites, movie theatres, and audio and video streaming ads.

Hot Spot Outreach

Flyers with our Be Alert, Be Flood Safe calls to action will be mailed to community associations in flooding hot spot locations along with a social media partner toolkit. As needed through the winter season, the IP addresses of residences located in and around hot spots for flooding will be targeted for emergency alert ads. Billboards, bus shelter ads and creek banners alerting the community about the potential for flooding will be hung at hot spots near creek locations.

Multi-Agency Press Conference

We will hold a multi-agency press conference in November 2025 to discuss joint flood preparedness efforts. The event will feature our EOC efforts and demonstrate how we interact with the county and cities as we monitor our creek and reservoir water levels and ascertain flooding risks.

Staff will also share the details of our flood awareness campaign during the Valley Water Winter Preparedness Workshop for external agencies.

Event Outreach

Starting in October, the Office of Government Relations resumed sharing flood preparedness messaging at local community events before the rainy season.

As part of the 2021 PPI flood preparedness outreach efforts, Valley Water CRS Program worked with CRS partners and other Valley Water programs to further distribute flood-preparedness outreach materials throughout the County at public events and schools to encourage residents to be prepared before a flood event occurs.

Education Outreach

Education outreach includes flood awareness and preparedness messaging during the winter season and virtual and in-person visits to schools, libraries, and youth-serving organizations throughout the County. Materials available for educators include the "I Am Ready" and "Estoy Listo" Flood Preparedness Activity Books, created by the US Army Corps of Engineers, stickers, and other flood-preparedness activity books and sheets for students. FEMA’s Ready.gov and the American Red Cross, “Prepare with Pedro” disaster preparedness activity books, are also distributed throughout the

flood season. The activity book is available for digital download in six different languages and is also available to order in English and Spanish for free from the FEMA warehouse.

Emergency Alerts

Through our flood preparedness outreach efforts and as part of the 2021 PPI, Valley Water encourages residents to sign up for Santa Clara County's official emergency alert and warning system, AlertSCC. AlertSCC is a free, easy, and confidential way for anyone who lives or works in Santa Clara County to get emergency warnings sent directly to their cell phone, mobile device, e-mail, or landline. AlertSCC is one of the most effective ways for local jurisdictions to communicate flood hazards and evacuation orders, but it requires residents to opt into the system. We also encourage residents to download the American Red Cross' mobile Emergency app.

Valley Water Website, Newsletter, and Social Media Channels

Valley Water's website, valleywater.org/floodready, serves as a one-stop shop for flood-related information, including registering for emergency updates, flood safety tips, and information on sandbag sites and stream and reservoir gauges in the County. The website also prominently displays Valley Water's Flood Watch Tool. Online publications through our news website, valleywaternews.org, will continue to provide registered recipients with timely and immediate flood-hazard messages, and social media messages will be posted frequently through the rainy season.

5. Prepare and Respond Effectively to Flood Emergencies (3.2.1, 3.2.2 and 3.2.3)

Despite all the proactive efforts to remove parcels from flood hazard zones, maintain channel conveyance capacities and floodplain function, and engage the public with flood awareness and safety messages, floods still can and do occur.

Flood emergency preparedness entails the combined efforts of many units at Valley Water, notably the Office of Emergency Services, Watersheds Operations and Maintenance, Raw Water Operations, Water Supply Operations and Planning, Hydrology, Hydraulics and Geomorphology, Communications, Government Relations, and the Clerk of the Board, among others. Valley Water staff perform field emergency response and recovery activities, while others fulfill positions in the Departmental Operation Centers (DOCs) and Emergency Operations Center (EOC). Other staff are key to the preparedness planning for flood emergencies.

To ensure the best possible state of readiness to address flooding when it does occur, Valley Water maintains tools, processes, trained staff, and interagency relationships that enable coordinated field response and public information.

<u>Emergency Action Planning</u>

Emergency Action Plans (EAPs) are documents that identify potential emergency conditions at facilities, such as creeks or dams, and specify actions to minimize loss of life and property damage. These documents include the following:

- Actions, in coordination with emergency management authorities, to respond to incidents or emergencies
- Warning and notification messages for responsible downstream emergency management authorities
- Inundation maps to help emergency management authorities identify critical infrastructure and population-at-risk sites
- Roles and responsibilities between responding agencies

The EAPs for dams are created following the Federal Emergency Management Agency guidelines for emergency action planning (FEMA Publication No. P-64). The Anderson Dam EAP also incorporates the guidance of the Federal Energy Regulatory Commission (Chapter 6 Emergency Action Plans of the Engineering Guidelines for the Evaluation of Hydropower Projects), due to Anderson's small hydropower facility.

The EAPs for creeks have been developed in coordination with the affected jurisdictions where flooding may occur. The Joint EAP with the City of San Jose includes Coyote Creek, Guadalupe River, Ross Creek, Canoas Creek, Lower Silver Creek, and Lake Cunningham. Staff recently updated the Joint EAP to incorporate new flood mitigation measures completed as part of the Anderson Dam Seismic Retrofit Project as well as expand its coverage to include Berryessa Creek. This update has been signed by the Valley Water CEO and is awaiting the San José City Manger's signature.

Berryessa Creek is also included in a Lower Penitencia Creek Watershed EAP that was developed in coordination with the City of Milpitas and covers both Berryessa Creek and Lower Penitencia Creek.

Existing EAPs for West Little Llagas Creek and Uvas Creek are currently being updated and will be incorporated into a new Upper Pajaro River Watershed EAP along with a new EAP being prepared for Llagas Creek. Presently staff are setting up meetings with staff from the cities of Gilroy and Morgan Hill to review the scope and timing of the update and preparation of Llagas Creek EAP as well as soliciting the cities' staff local and historical knowledge.

The EAP for West Valley Watershed was originally developed in coordination with the City of Santa Clara and includes a response procedure for San Tomas Aquino Creek. A recent revision developed in coordination with the City of Sunnyvale added the Sunnyvale East and Sunnyvale West channels.

The Lower Peninsula Watershed EAP that includes San Francisquito Creek, the Palo Alto Flood Basin and the Permanente & Hale Creeks was updated and now includes Stevens Creek.

In addition, Valley Water staff have developed EAP Quick Guides for all existing EAPs. These concise reference documents are updated alongside the EAPs and provide Emergency Operations Center staff with rapid access to key response information. All public versions of the final documents

are available for access to the public and other agencies on the Valley Water website.

Monitoring and Flood Forecasting

Valley Water evaluates forecasts of incoming weather systems based on weather reports received from multiple partners, including the National Weather Service (NWS), paid weather consultants, and partnerships with the University of California San Diego and Colorado State University. In addition to standard weather reports, detailed quantitative precipitation forecasts (QPFs) are obtained from these sources to get a picture of a storm event. These QPFs include details such as the amount, duration, location, and timing of storm patterns.

For real-time monitoring, as the rain and flood events unfold, Valley Water operates more than 100 precipitation, reservoir level, and stream gauges. All of Valley Water's stream and rain gauges are regularly maintained and calibrated. Valley Water also hosts an "X-band" radar unit on the rooftop of the Penitencia Water Treatment Plant. The unit is part of the Bay Area AQPI (Advanced Quantitative Precipitation Information) system. This short range and lower elevation radar supplements our existing rainfall gauge system, and more importantly, provides more precise radar data. During storm events, this X-band radar augments the existing radar operated by the NWS to provide Valley Water with a clearer picture of the storm system.

Under Valley Water's Safe, Clean Water Program Priority F7 Project, Emergency Response Upgrades Project, Valley Water runs an experimental flood forecast and warning system, using automated hydrologic and hydraulic models to determine creek runoff and expected reservoir levels. The models process data from both the QPFs and monitoring sensors mentioned earlier. Valley Water also partners with the California-Nevada River Forecast Center (CNRFC), who forecasts several creeks and reservoirs in our jurisdiction. In addition, Valley Water is leveraging innovative tools that use machine learning to model hydrologic processes. Combined, these flood forecasting resources provide intelligence to decision-makers, emergency responders, and the general public.

Reservoir Management

Valley Water operates ten surface water reservoirs throughout the county. The reservoirs are operated primarily as water supply facilities for conjunctive use in order to capture and store raw water for groundwater recharge or in-lieu groundwater recharge activities. Releases from the reservoirs are made based on water right provisions, recharge operations, dam safety requirements, and environmental compliance.

Currently, all of the reservoirs, with the exception of Vasona, Uvas, and Calero reservoirs, have rule curves that were developed from historic hydrology and provide an incidental benefit of flood risk reduction. The incidental flood risk reduction rule curves balance water supply needs with reducing flood risk, allowing for a high probability of the water being recovered by the end of the season. Vasona is a small reservoir and has no rule curves. Uvas Reservoir does not have an incidental flood risk reduction rule curve that consequently can increase the frequency, duration, and magnitude of modest spills for channel habitat improvement. Instead, its natural resource permitting requires pulse flow releases for fish migration, which can decrease reservoir storage. Calero Reservoir's flood risk

reduction rule curve is not presently in effect because the California Department of Water Resources, Division of Safety of Dams (DSOD) seismic restriction limits storage below the curve.

Valley Water operates five dams that are subject to seismic safety restrictions including Calero, Almaden, Guadalupe, Coyote, and Anderson dams. DSOD has imposed a seismic safety restriction on Calero Reservoir limiting its storage to 45 percent (%) of capacity. Almaden, Guadalupe, and Coyote reservoirs' DSOD restrictions are at 93%, 65%, and 53% of their respective capacities.

For Anderson Reservoir's operation, the Federal Energy Regulatory Commission (FERC) issued a directive on February 20, 2020, to draw down Anderson Reservoir to water surface elevation 488 feet (NAVD 88). The FERC directive was amended on April 4, 2024, by revising the deadpool elevation to 490 feet and allowing for an additional two (2) feet of storage above deadpool to benefit the aquatic resources. The deadpool storage of 3,159 acre-feet constitutes about 3% of the reservoir's full capacity. Valley Water has been in compliance with the FERC directive that guarantees additional storage buffer in the reservoir, which in turn provides a greatly reduced chance of spilling.

Since February 2019, Lexington Reservoir has been re-operated with a temporary flood risk reduction rule curve (between December 1 and April 1) to significantly reduce the flood risk to the community along Guadalupe River from Tasman Drive to Interstate 880. This temporary flood risk reduction rule curve can impact water supply, and a methodology was developed to comply with the District Act and State Law regarding the use of a facility funded by groundwater charges. In the winters of 2023, 2024, and 2025, staff used Forecast Informed Reservoir Operations (FIRO) on Lexington Reservoir. FIRO allows for storing more water in Lexington Reservoir above the flood risk reduction rule curve or drawing down the reservoir below the rule curve depending on the weather forecast. Unless the Board directs otherwise, staff will continue to use a temporary flood risk reduction rule curve and FIRO on Lexington Reservoir during the 2025-2026 storm season.

Real-time Information, Alerts, and Warnings

Valley Water provides precipitation and stream gauge data to the public via multiple websites, such as the surface water monitoring website <https://alert.valleywater.org/>, which utilizes a user-friendly interactive map to allow residents to monitor levels in their own neighborhoods. We also regularly coordinate with the National Weather Service and local jurisdictions during storm events to share information about potential floods.

Valley Water's website provides access to reservoir levels, precipitation data, stream flow, and flood-safety measures. Valley Water also promotes the County's emergency alert system AlertSCC <https://emergencymanagement.sccgov.org/AlertSCC>.

Valley Water, Countywide, and Regional Emergency Management Systems

Valley Water maintains facilities, technology, equipment, procedures, trained staff, and inter-agency relationships that enable it to respond to floods and other emergencies. Valley Water emergency management facilities include its district-wide Emergency Operations Center (EOC) and Water Utility/Watersheds Departmental Operations Centers (DOCs). Valley Water maintains a dedicated,

primary EOC that is equipped with both high and low-tech communication information storage and display technologies to allow the EOC functions to perform under all hazard scenarios. Valley Water has also incorporated virtual hybrid EOC environments where remote and onsite staff may operate effectively during emergency activations. EOC equipment is regularly inventoried, maintained, and tested to ensure readiness. Valley Water DOC facilities are equipped for emergencies that can be handled within departmental operational resources and capabilities. EOC position-specific checklists are available to help guide EOC staff in the performance of their Standardized Emergency Management System (SEMS) response functions.

Valley Water EOC staff have participated in multiple trainings as well as internal and multi-agency exercises. Training and exercises are designed and utilized to develop, learn, and test response capabilities under various hazard scenarios. The table below shows some examples of past trainings/exercises for Valley Water EOC response staff:

October 2025	Winter Preparedness Workshop for external agencies
September 2025	Valley Water Satellite Phone Drill
August 2025	All Dam EAP Call Down Drill to downstream agencies
June 2025	Santa Clara County 5 Half Day EOC Exercise
June 2025	Santa Clara County Fire Chiefs and CAL FIRE 3-day County-wide Wildfire Exercise
May 2025	Monterey County Large-scale Flooding Functional Exercise
March 2025	EOC Training – EOC Management and Operations (G-775)
March 2025	EOC Training – Essentials in Action Planning (G626E)
March 2025	EOC Training – ICS/EOC Interface (G-191)
March 2025	West Valley EAP Tabletop Exercise with the City of Sunnyvale
February 2025	San Jose EOC Functional Exercise
December 2024	San Francisquito Creek Multi-Agency Coordination Tabletop Exercise
November 2024	Valley Water Satellite Phone Drill

The training opportunities allow for staff to become more familiar with their roles and build comfort in the tools and processes they will be expected to utilize during emergencies. This has proved true during emergencies such as flooding, the COVID-19 Pandemic, wildfires, earthquakes, extended power outages, and PG&E Public Safety Power Shutoff (PSPS) events, as well as drought. The real-life experiences, as well as the exercise opportunities, enabled staff to practice and identify areas of improvement for operational coordination, operational communication, situational awareness, public information and warning, and infrastructure system core capabilities as defined by the National Response Framework. Joint exercises with our response partners help to foster mutual understanding and improve our collective response capabilities

Each Fall, Valley Water's Office of Emergency Services hosts a multi-jurisdictional Winter Preparedness Workshop. This year's event was held on October 30, 2025, and conducted as a hybrid (both in person and through Zoom Webinar). Attendees included emergency managers and public works representatives from our cities, the County, and other local and state agencies. Valley Water staff presented the following topics during the workshop:

- Reservoir Operations
- Emergency Services
- Flood Forecast & Warning System
- Public Information
- Sandbag Operations
- Watershed Field Operations
- Drone Operations

External presentations were also provided:

- Santa Clara County Office of Emergency Management - Regional coordination during inclement weather events
- The National Weather Service - winter season outlook regarding the probability of seasonal precipitation, temperatures, and other environmental aspects

In addition to the Winter Preparedness Workshop, Valley Water emergency management staff, senior executives, and elected officials foster strong interagency emergency preparedness relationships by participating in several important groups, including the Santa Clara County Emergency Managers Association, the Santa Clara County Operational Area Signatories, and the Santa Clara County Emergency Operational Area Council.

Valley Water Field Response Actions and Capabilities
In preparation for a possible flood event, Valley Water can mobilize a field response that:

- maintains a Watersheds 24/7 Hotline;
- deploys Field Information Teams (FIT); and
- maintains a list of known flooding hotspots to expedite on-site arrival of resources and crews that can remove blockages when safe to do so, deploy sandbags, and perform other functions to maximize flood conveyance capacity during a storm.

Valley Water provides filled sandbags at five sites across Santa Clara County: Valley Water's Winfield site, Palo Alto Airport site, City of San Jose Central Yard, Alviso site, and Morgan Hill site. Typically for winter seasons with average rainfall forecasts, Valley Water stocks 18,200 filled sandbags at these locations by mid-October, restocking those sites as needed. In the event that the availability of filled sandbags cannot meet demand, Valley Water will supply empty bags and sand at those

locations.

Additionally, Valley Water provides empty sandbags to municipal and county public works departments to help stock an additional 20 sites around the County. Empty sandbags are offered to county public works agencies beginning October 1.

Maps of sandbag locations have been prepared in conjunction with other entities. The site locations are provided through the following link:

<https://www.valleywater.org/floodready/sandbags>

Valley Water currently has an additional 245,000 empty sandbags and 300 cubic yards of sand in storage to support distribution sites.

StormReady Recognition with National Weather Service

Valley Water was recertified as StormReady by the National Weather Service in October 2025. Under NWS policy, StormReady recognition remains valid for four years, with current recognition effective through 2029.

StormReady recognizes jurisdictions and organizations that maintain robust hazardous-weather operations-24/7 warning/EOC capability, multiple redundant ways to receive and disseminate NWS alerts, local monitoring, formal plans, training/exercises, and public outreach. Valley Water meets these standards through EOC readiness and emergency action planning, multi-channel warning and monitoring, and public preparedness resources (e.g., Surface Water Data Portal and flood-safety guidance).

ENVIRONMENTAL JUSTICE IMPACT:
There are no Environmental Justice impacts associated with this item. The Winter Preparedness Briefing provides information to the Board of Directors regarding work throughout the year, emergency preparedness and response, and community communications and outreach during Winter and Pre-Winter periods.

FINANCIAL IMPACT:
There is no financial impact associated with receiving a briefing on winter preparedness.

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: PowerPoint

UNCLASSIFIED MANAGER:
Alexander Gordon, 408-630-2637



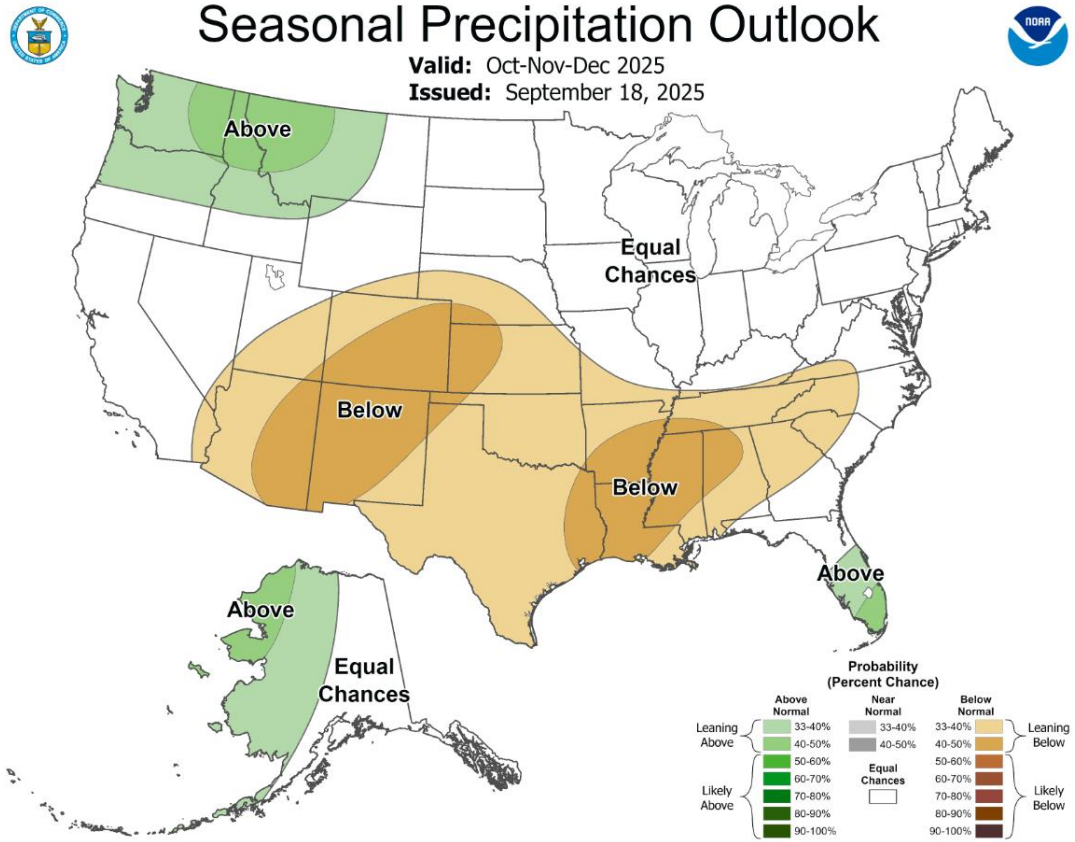
Winter Preparedness Briefing

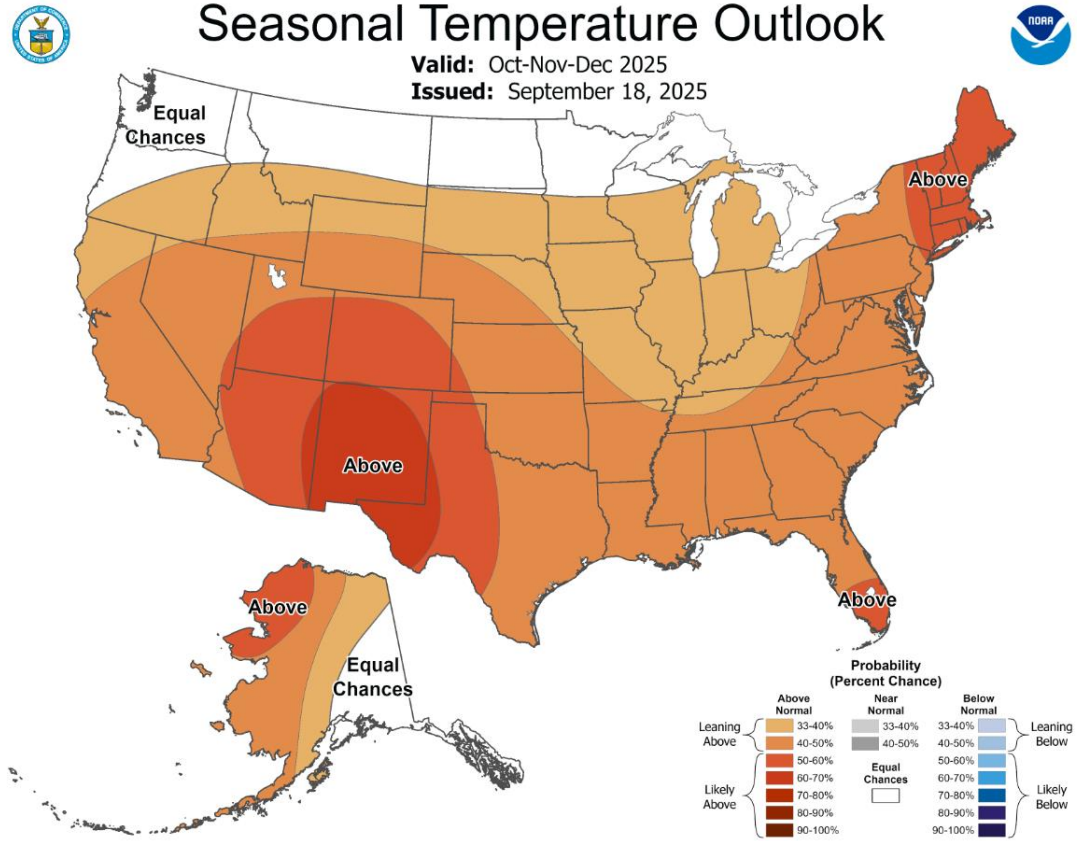
Presented by: **Alexander Gordon, Assistant Officer – Emergency, Safety and Security Division**

Today's Discussion

- **Weather Forecast**
- **Protect Parcels From Flooding**
- **Preserve Flood Conveyance Capacity**
- **Reduce Flood Risk Through Public Engagement**
- **Prepare and Respond Effectively to Flood Emergencies**
  - Monitoring and Flood Forecasting
  - Valley Water Emergency Management
  - Field Operations

National Weather Service – Weather Forecast





valleywater.org

Protect Parcels from Flooding


Coyote Creek Flood Management Measures Floodwalls

Current Projects

- 14 projects underway in FY26
- $77.4 million FY26 budget


Coyote Creek Flood Management Measures Floodwalls

Funding

- Safe, Clean Water and Natural Flood Project funded (8)
- Property Tax funded (6)

Preserve Flood Conveyance Capacity

Sediment Removal

28,707 cubic yards of sediment removed (2025 Estimates as of 9/30/25)



Alamitos Creek – U/S Mazone (San Jose)



Matadero Creek – D/S Louis Rd (Palo Alto)



San Tomas Aquino Creek – U/S Westmont Ave (San Jose)

Preserve Flood Conveyance Capacity

Vegetation Management

1,337 acres of in-stream vegetation control (2025 Est. as of 9/30/25)



Before



After

In Stream Vegetation Removal on Guadalupe River



REDUCE FLOOD RISK THROUGH PUBLIC ENGAGEMENT

Valley Water



BE ALERT, BE FLOOD SAFE

Our climate is changing, and we all need to prepare for storms and the potential for floods.

Please take steps NOW to ensure you know your flood risk, have downloaded emergency apps, and know where to get sandbags before a flood.

MAILERS





TRANSIT ADS



BILL INSERTS

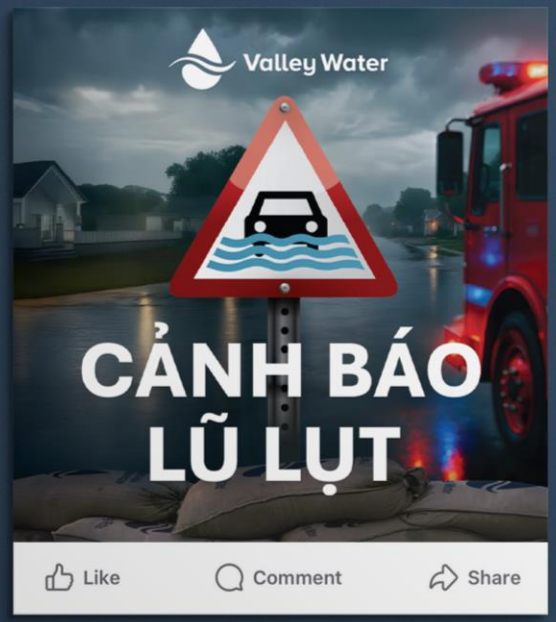


SOCIAL MEDIA ADS











TRANSIT STATION

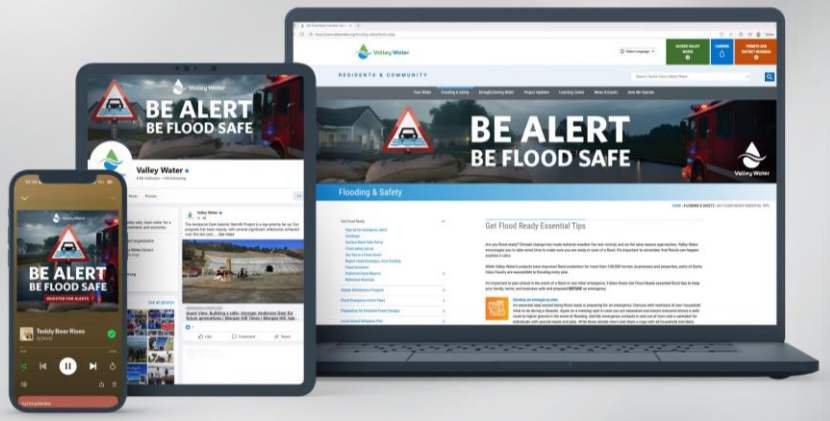
HOT SPOT OUTREACH

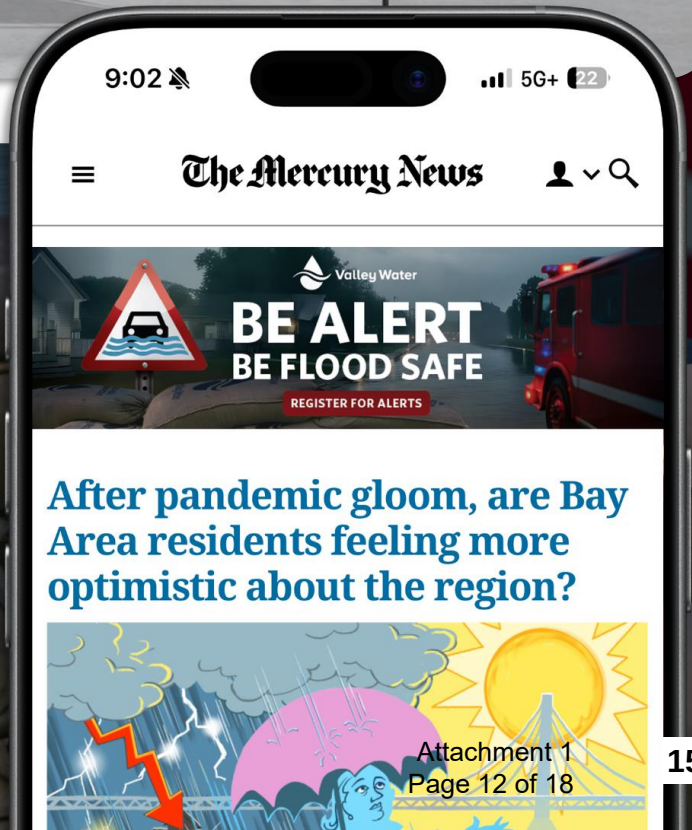
- Digital and social media ads targeting IPs of properties in hot spots.
- Transit ads, creek banners and movie theatre ads in hot spot areas.
- Tabletop signs and social media toolkit for community associations.

Creek Banners



Digital Banners



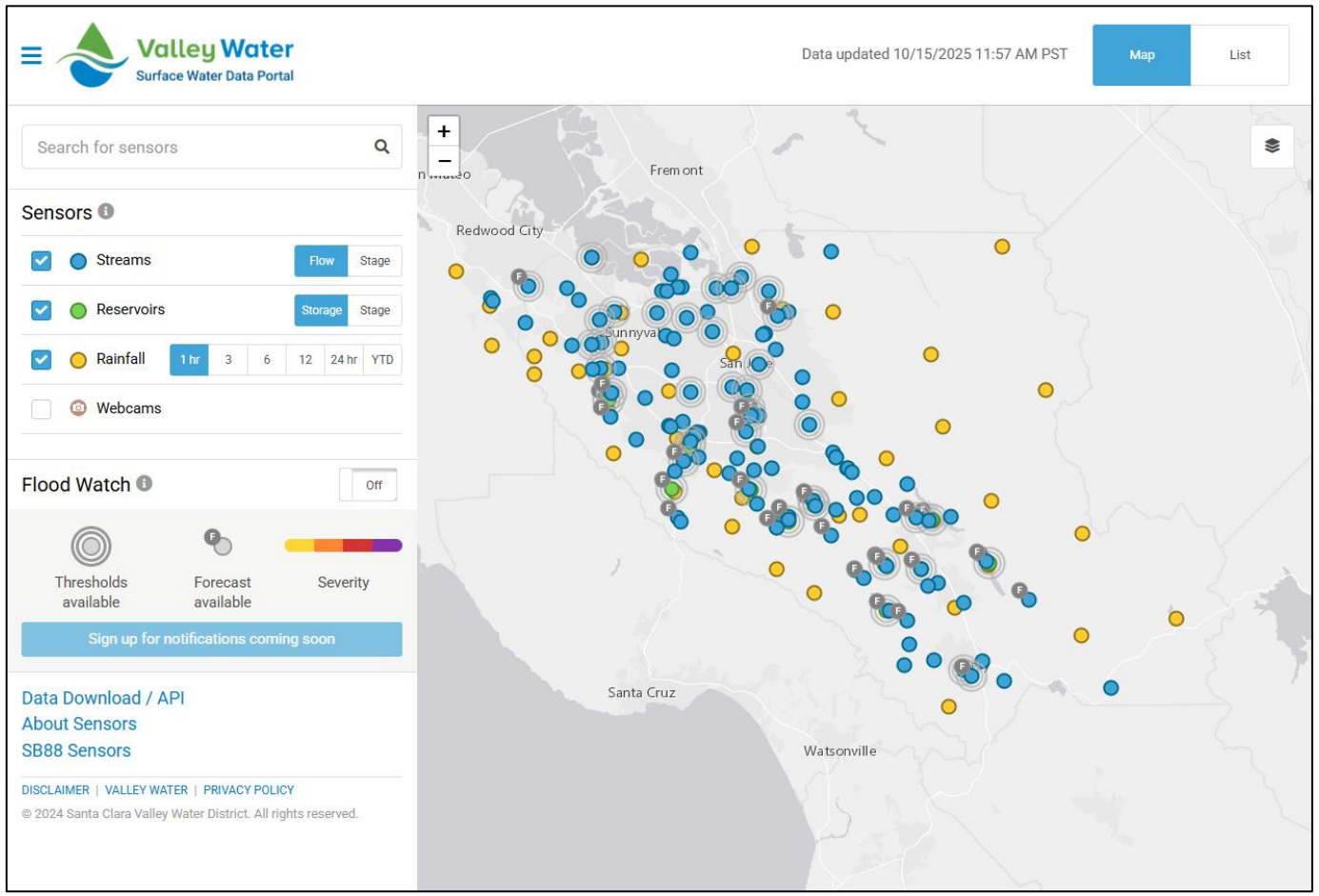




Prepare and Respond Effectively to Flood Emergencies

- Monitoring and flood forecasting
- Valley Water Emergency Management
- Field Operations

Monitoring and Flood Forecasting







Madrone stream gauge at Coyote Creek



Flood stage gauge at East William Street

X-band radar on Penitencia Water Treatment Plant rooftop

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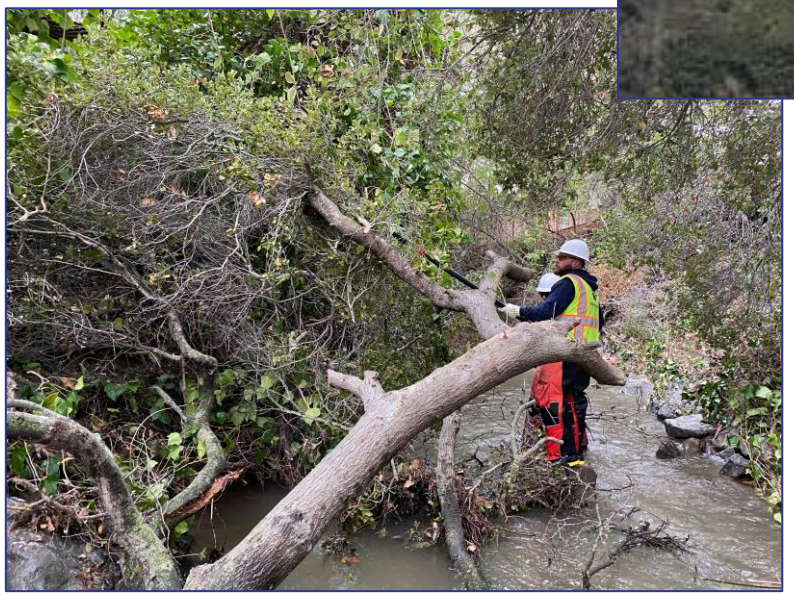
Valley Water Emergency Management

- EOC and DOCs
- Interagency Coordination
- SEMS/NIMS
- National Framework
- Emergency Action Plans (EAP) for Flooding and Dams
- Emergency Operations Plan
- OES Strategic Plan
- Annual Winter Preparedness Workshop
- EOC Staff Training
- EOC, EAP, and Interagency Exercises

Field Operations

- Reservoir Operations
- Watersheds 24/7 Hotline
- Blockage Removal
- Field Information Teams







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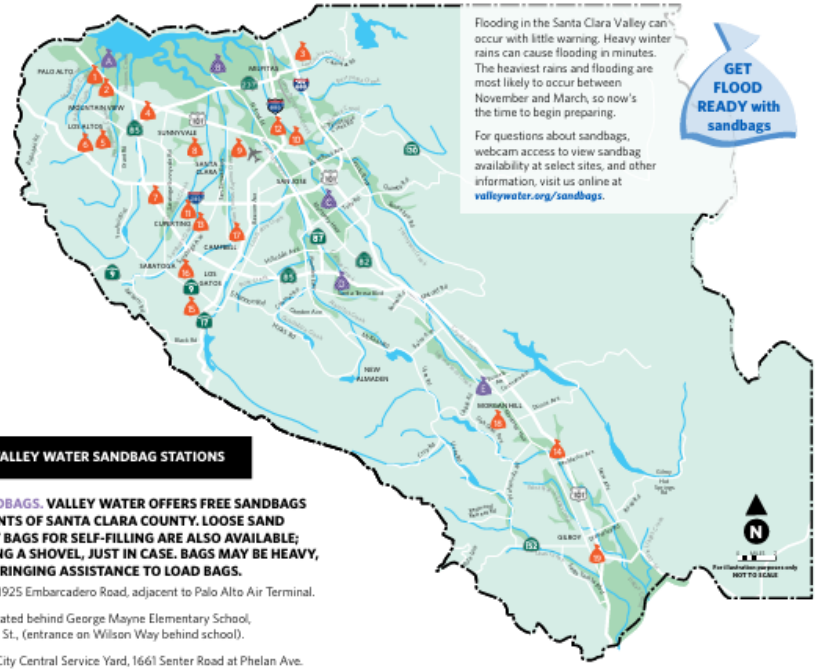
Sandbags

5 Valley Water Sites

20 additional sites throughout County

Sandbag Locations

Valley Water



Flooding in the Santa Clara Valley can occur with little warning. Heavy winter rains can cause flooding in minutes. The heaviest rains and flooding are most likely to occur between November and March, so now's the time to begin preparing.

For questions about sandbags, webcam access to view sandbag availability at select sites, and other information, visit us online at valleywater.org/sandbags.

GET FLOOD READY with sandbags

VALLEY WATER SANDBAG STATIONS

FILLED SANDBAGS. VALLEY WATER OFFERS FREE SANDBAGS FOR RESIDENTS OF SANTA CLARA COUNTY. LOOSE SAND AND EMPTY BAGS FOR SELF-FILLING ARE ALSO AVAILABLE; PLEASE BRING A SHOVEL, JUST IN CASE. BAGS MAY BE HEAVY, CONSIDER BRINGING ASSISTANCE TO LOAD BAGS.

A. **Palo Alto**: 1925 Embarcadero Road, adjacent to Palo Alto Air Terminal.

B. **Alviso**: Located behind George Mayne Elementary School, 5030 N 1st St., (entrance on Wilson Way behind school).

C. **San José**: City Central Service Yard, 1661 Senter Road at Phelan Ave.

D. **San José**: Valley Water Winfield Warehouse, 5905 Winfield Blvd., between Blossom Hill Rd. and Coleman Ave. Bag pickup street access only.

E. **Morgan Hill**: El Toro Fire Station, 18300 Old Monterey Rd., next to the Union Pacific Railroad overpass above Monterey Highway.

LEGEND

- Creeks, rivers and reservoirs
- Flood prone areas
- City/County public works yards
- Valley Water maintained sites

OTHER SOURCES OF FILLED OR UNFILLED SANDBAGS

BAGS AND SAND. OTHER SOURCES ALSO PROVIDE BAGS AND SAND. PLEASE BRING A SHOVEL AND ASSISTANCE FOR LOADING HEAVY BAGS, IF NECESSARY. BE AWARE THAT SOME SITES REQUIRE PROOF OF RESIDENCY:

1. **Palo Alto**: Mitchell Park, 600 E. Meadow Dr. near baseball field. Bags and sand. 650-496-6974.
2. **Palo Alto**: Rinconada Park Tennis Court Parking Lot (intersection of Hopkins Ave. and Newell Rd.). Filled bags. 650-496-6974.
3. **Milpitas**: Sport Center Parking Lot at 1325 E. Calaveras Blvd. Filled bags available. 408-586-2600. After hours: 408-586-2399.
4. **Mountain View**: Public Services, 231 N. Whisman Rd. Bags and sand at parking lot. Must bring shovel. 650-903-6395.
5. **Los Altos**: Municipal Service Center, 707 Fremont Ave. at McKenzie Park parking lot. Bags and sand. 650-947-2785.
6. **Los Altos Hills**: Corporation Yard, 27500 Purissima Rd. at Little League Field. Must bring bag and shovel. 650-941-7222.
7. **Cupertino**: City Corporation Yard, 10555 Mary Ave. Filled bags available. 408-777-3269.
8. **Sunnyvale**: Corporation Yard, 221 Commercial St. at end of California St. Filled bags. 408-730-7566. After hours: 408-730-7490.
9. **Santa Clara**: City Corporation Yard, 1700 Walsh Ave. Filled bags at front door. Daytime: 408-615-3080. After hours: 408-615-5640.
10. **San José**: City Mabury Yard, 1404 Mabury Rd. Bags and sand provided. 408-277-4373.
11. **San José**: City West Yard, 5090 Williams Rd. Filled bags outside gate. 408-343-3100.
12. **San José**: County East Yard, 1505 Schallenberger Rd. 408-494-2750.
13. **San José**: County West Yard, 11030 Doyle Rd. Bags and sand outside gate. Must bring shovel. 408-366-3100. After hours: 408-299-2507.
14. **San Martin**: County South Yard, 13600 Murphy Ave. Bags and sand. 408-683-1240
15. **Los Gatos/Monte Sereno**: 41 Miles Ave. at Balzer Field parking lot (Monte Sereno citizens pick up at Los Gatos site). Bags and sand. 408-399-5770. After hours: 408-354-8600.
16. **Saratoga**: Corporation Yard, 19700 Allendale Ave., near Post Office. Self-fill bags. Bags and sand provided outside gate. 408-868-1245.
17. **Campbell**: Service Center, 290 South Dillon Ave. Bags and sand available Monday through Friday from 7 a.m.-3 p.m. Must bring shovel. 408-866-2145.
18. **Morgan Hill**: City Corporation Yard, 100 Edes Ct. Bags and sand outside gate. Must bring shovel. 408-776-7333.
19. **Gilroy**: Corporation Yard, 613 Old Gilroy St. Bags and sand. Must bring shovel. 408-846-0370.

"All 'Bags and Sand' sites are open 24 hours a day, 7 days a week unless otherwise noted."

valleywater.org

Clean Water • Healthy Environment • Flood Protection

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FloodSAFE: Sandbag Guidelines to help protect your home

Inundación SEGURA: Guía de bolsas de arena para ayudar con la protección de su casa



Early preparation can help prevent flood damage.

La preparación temprana puede ayudar a prevenir el daño de las inundaciones.

Valley Water

QUESTIONS



File No.: 25-0931

Agenda Date: 11/12/2025
Item No.: 4.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Approve the Re-Appointment of Committee Members for an Additional Two-Year Term to the Agricultural Water Advisory Committee.

RECOMMENDATION:
Consider and approve the re-appointment of committee members for an additional two-year term to the Agricultural Water Advisory 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 (Valley Water) Mission implementation, respective expertise, and, importantly, to help produce the link between Valley Water and the community.

The following committee member nominations for the Agricultural Water Advisory Committee (AWAC) are submitted for re-appointment consideration in accordance with Board Resolution 17-75, Providing for and Defining the Structure and Function of Board Committees (Attachment 1).

REAPPOINTMENTS:

Applicant Name: Erin Gil
Nominating Director: Director John L. Varela, District 1
Length of Term: 2 years

Applicant Name: Brent Bonino
Nominating Director: Director Jim Beall, District 4
Length of Term: 2 years

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

FINANCIAL IMPACT:
The Office of the Clerk of the Board has budgeted funds to support the business meetings of the Board's Advisory Committees for Fiscal Year 2025-2026.

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: SCVWD Resolution No. 17-75

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

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.: 25-0722

Agenda Date: 11/12/2025
Item No.: 4.2.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Approve Recommended 2026 Legislative Policy Proposals and Guiding Principles.

RECOMMENDATION:
Approve recommended 2026 Legislative Policy Proposals and Guiding Principles for the second year of the two-year session in both the California State Legislature and the 119th Congress; and for local and regional legislative efforts.

SUMMARY:
The Santa Clara Valley Water District (Valley Water) Board of Directors reviews and adopts legislative policy proposals and legislative guiding principles on an annual basis that form the framework for advocacy efforts at the local, regional, state, and federal levels. Based on these Board-adopted policy proposals and guiding principles, the Office of Government Relations (OGR) develops strategies to achieve the outcomes outlined in the proposals. These strategies may include advancing Valley Water's interests through legislative, administrative, or regulatory means. OGR uses the guiding principles as the foundation that drives Valley Water's efforts in influencing the outcome of numerous legislative and budgetary items that affect Valley Water or its interests.

Process for Development of Legislative Proposals and Priorities and Guiding Principles

OGR solicited legislative proposals and guiding principles from Valley Water staff, executive management, and the Board of Directors through a robust interview process conducted between July and August 2025. OGR reviewed the submissions and conducted a prioritization planning session on September 16, 2025, with the executive management team and staff who submitted proposals, to review and make recommendations on the submitted proposals as well as the existing proposals and principles. The recommendations are now presented to the Board of Directors for final review and approval.
The recommendations are included in the summary below and in detail in **Attachment 1.**

2026 LEGISLATIVE PROPOSALS AND PRIORITIES

Of the ideas received, staff recommends focusing on securing funding and adopting a new legislative

guiding principle. Staff also recommends deleting one policy narrative from 2025, re-adopting 10 policy narratives into 2026, and making minor modifications either for clarity or to reflect legislative developments.

2026 LEGISLATIVE PROPOSALS

At the state level, there are no sponsored bill proposals; however, staff continues to work aggressively with many of our industry coalition partners and associations to advance Valley Water priorities. Staff is proposing to focus on the appropriation of Proposition 4 climate resilience grant funding and direct appropriations to supplement Valley Water project funding needs. (These proposals are described on page 7 of Attachment 1.)

1. Proposition 4 - State Budget Appropriation Advocacy (State)

   Staff recommends that, in lieu of a sponsored bill for 2026, Valley Water continues focused efforts on the numerous grant program appropriations to be considered in the 2026-2027 State Budget due to the voters' approval of Proposition 4, the climate resilience bond. The timing and the amount of these appropriations impact which Valley Water projects may be eligible for funding. Now that these funding opportunities have been created, Valley Water must aggressively pursue every possible dollar to best serve the people of Santa Clara County.

   - There will be numerous funding appropriations for programs that were approved as part of Proposition 4 at Valley Water's urging. These include $480 million for Dam Safety, $386.25 million for Recycled Water, $150 million for State Flood Control Subventions, $75 million for the Water Storage Investment Program, $765 million for sea level rise and coastal flood protection, and numerous other programs.

   - New grant programs not already established in state government, such as the new Potable Reuse grant program established through Valley Water's advocacy, require state agencies to develop new guidelines. Staff will engage in advocacy to favorably shape guidelines to increase eligibility for Valley Water projects.

   - Government Relations staff will assist the Grants Management Unit and project managers in developing compelling applications demonstrating that Valley Water projects will deliver on the voters' climate resilience goals as expressed in Proposition 4.

2. Direct Appropriations for Valley Water Projects (State)

   In addition to focusing on the Proposition 4 grant process, staff recommends pursuing direct appropriations through the state budget process. Direct appropriations can provide needed supplemental funding for projects, even in small amounts.

   - In consultation with Valley Water project teams and the grants unit, staff will identify and

develop a direct appropriation request or requests to secure state funding for Valley Water projects. After determining that the timing and potential funding amounts align with project needs, staff will meet with members of the Santa Clara County state legislative delegation who have the projects in their districts to seek their sponsorship.

- Given the precarious nature of the State budget, pursuing direct appropriations will be a challenge.

There are 10 existing policy narratives recommended for re-adoption, and staff proposes several modifications to reflect legislative developments.

1. Model Water Efficient New Development Ordinance (Local) - See Page 6 of Attachment 1 for existing proposal and recommended modifications.

2. Proposition 4 Climate Resilience Bond Appropriations (State) - See Page 7 of Attachment 1 for existing proposal and recommended modifications.

3. Extended Delays in Issuing Permits: Agencies Have Not Been Able to Issue Permits in a Timely Fashion Due to Understaffing and Other Staffing Issues (State/Federal) - See Pages 8 and 10-11 of Attachment 1.

4. Better Coordination of Mitigation Requirements Among Regulatory Agencies is Needed (State/Federal) - See Pages 8 and 11 of Attachment 1.

5. Create a Balanced Approach to Watershed-Based Regulatory Permitting and Financing for Public Agencies (State/Federal) - See Pages 8-9 and 11 of Attachment 1 for the existing proposal and recommended minor modification.

6. Water Infrastructure Finance and Innovation Act Program Improvements (Federal) - See Page 9 of Attachment 1.

7. Build America, Buy America Act Waivers (Federal) - See Page 9-10 of Attachment 1.

8. Dam Rehabilitation and Repair Legislation (Federal) - See Page 10 of Attachment 1.

9. U.S. Army Corps of Engineers Levee Vegetation Policy (Federal) - See Page 12 of Attachment 1.

10. U.S. Army Corps of Engineers Section 104/221 Authority (Federal) - See Page 12 of Attachment 1.

There is one 2025 policy narrative recommended for deletion.

Streamline the Water Rights Change Petition Process for Valley Water Projects (State) - See Page 8 of Attachment 1.

2026 LEGISLATIVE GUIDING PRINCIPLES

There is one new guiding principle recommended.

Support local, state, and federal legislation and funding that strengthens wildfire suppression efforts. (See Page 4 in Attachment 1 for the redline addition.)

There is one 2025 guiding principle recommended for deletion.

Support mandatory COVID-19 vaccination for government employees to ensure continuity of essential services. (See Page 4 in Attachment 1 for the redline deletion.)

There is one modification recommended to the 2025 guiding principles.

Staff recommends one minor modification to the guiding principles for clarity. (See Page 2 of Attachment 1 for the redline changes.)

There are 85 guiding principles recommended to carry forward into 2026, which are listed in Attachment 1 beginning on Page 2.

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: 2026 Policy Proposals and Guiding Principles
Attachment 2: PowerPoint

UNCLASSIFIED MANAGER:
Marta Lugo, 408-630-2237



Valley Water

2026

Legislative Guiding Principles

Serving 2 million people living and working in Silicon Valley, Valley Water is the primary water resources agency for Santa Clara County, California.

Valley Water acts not only as the county's water wholesaler, but also as its flood protection agency and the steward for its watersheds, streams and creeks, underground aquifers and Valley Water-built reservoirs. As the county's water wholesaler, Valley Water makes sure there is enough clean, safe water for the county's residents. As the agency responsible for flood risk reduction, Valley Water works diligently to protect Santa Clara Valley homes, schools, roadways, and businesses from the devastating effects of flooding. Our watershed and stream stewardship responsibilities include protection and restoration of habitats, and protection of endangered species in connection with carrying out the purposes of the District Act.

To support our efforts in managing critical water issues, Valley Water advocates for legislation that advances our key guiding principles:

I. Ensure a reliable supply of healthy, clean drinking water.

II. Reduce the potential for flood damage.

III. Enhance the quality of life through the protection and enhancement of watersheds, streams, and natural resources.

IV. Protect revenues, enhance revenues, and contain costs.

V. Encourage opportunities for job creation, and the protection and stability of Valley Water's workforce.

VI. Prepare for emergencies, provide security, and ensure continuity of essential services.

2026 Legislative Guiding Principles

I. Ensure a reliable supply of healthy, clean drinking water.

A. Water Supply and Drought

1. Support efforts to provide drought relief funding.
2. Support efforts to advance Direct Potable Reuse of recycled water through Raw Water Augmentation and Treated Drinking Water Augmentation, specifically the State Water Board's promulgation of criteria and authorization for these purposes.
3. Support efforts that increase or sustain the reliability or quality of Valley Water's imported water supplies.
4. Support increasing water use efficiency throughout the state, while considering previous water use efficiency investments.
5. Support efforts that protect/advance Valley Water's interests in California's Modernization of the Delta Conveyance, including efforts to ensure a financially prudent project delivery.
6. Support strengthening local agencies' ability to manage and protect groundwater supplies.
7. Support the role of technology in addressing water conservation efforts and encourage government funding for technological advancements.
8. Support tax-exempt status for water conservation rebates.
9. Support prioritizing municipal and industrial water supplies during shortages.
10. Support enactment of county or city ordinances that would promote compliance with SB 407 (Padilla) Chapter 587, Statutes of 2009, by requiring the replacement of non-water-conserving plumbing fixtures upon the transfer of real property, or other enforcement mechanisms.
11. Support efforts to reduce non-functional turf through building standards and other means.
12. Support efforts to improve the integration of water agencies in land use decision-making processes.
13. Support efforts to ensure the reliability of operations of state and federal water projects.
14. Support efforts that reduce impediments for public agencies seeking to use effluent water for recycling purposes, such as right of first refusal or other mechanisms.

B. Water Quality

1. Support efforts to aggressively protect water quality from contamination in watersheds and groundwater basins.
2. Support efforts to amend the Clean Water Act consistent with our mission.
3. Support efforts to address all Delta stressors, including toxics, invasive species and in-Delta and upstream diversions.
4. Oppose weakening the State Water Resources Control Board's anti-degradation policy.
5. Support research and funding for understanding and addressing issues around Constituents of Emerging Concern (CECs) in the water supply.
6. Support the concept of beneficiary pays.
7. Support funding for the characterization, monitoring, and treatment of per- and polyfluoroalkyl substances (PFAS). Where a source of contamination can easily be identified, support the "polluter pays" principle.
8. Support the use and proper funding of existing science-based processes to regulate drinking water contaminants and discourage legislation seeking to regulate contaminants outside science-based processes. In cases where legislation is enacted, support efforts to require reasonable compliance periods for regulations imposed by the legislation.

C. Funding for Water Infrastructure

1. Support funding and partnerships to ensure sustainable long-term water supplies, including recycled water and groundwater storage projects.
2. Support state and federal funding for Delta Solutions, including funding for planning and environmental review of new Delta conveyance facilities and funding for improving the integrity of Delta levee systems that impact salinity intrusion.
3. Support assessing the state of the nation's dams and providing grants or infrastructure loans for dam retrofit.
4. Support legislation that allows a borrower to pay the credit subsidy on a Water Infrastructure Finance and Innovation Act (WIFIA) loan.
5. Support legislation, bond measures, or appropriations that fund or could fund efforts in Valley Water's interests, including infrastructure projects.
6. Support the financing of recycled water facilities by amending the federal tax code to permit the issuance of tax-exempt governmental bonds by a public agency, or on behalf of a public agency-approved public-private partnership (P3), that may design, build, own, operate, and/or finance the facilities.
7. Support efforts to streamline grant or loan terms and conditions to ensure timely and cost-effective project delivery. Support flexibility for funding agencies to waive certain terms or conditions as needed.

D. Water Affordability

1. Support defining "disadvantaged community" such that regional affordability factors are considered.
2. Support amending the California Constitutional provisions enacted by Proposition 218 and Proposition 26 to allow low-income water rate assistance.
3. Support funding to stabilize water rates through grants and other financial assistance for water infrastructure.

II. Reduce the potential for flood damage.

A. Flood Protection Funding

1. Support funding for infrastructure, construction, and repair of flood protection systems.
2. Support funding for the Federal Emergency Management Agency (FEMA) to update tidal and fluvial flood risk maps.
3. Support funding for the implementation of a statewide flood protection needs assessment.
4. Support equitable funding and staffing for the State Flood Control Subventions Program.
5. Support funding for research of atmospheric rivers and for new technologies that provide improved information for weather forecasts, stream flows, reservoir operations, and flooding.

B. Regulatory Reform

1. Support timely and more appropriate permitting of capital and operations and maintenance projects.
2. Support California Environmental Quality Act (CEQA) reform to accelerate projects.
3. Support a regulatory environment that allows and encourages special districts and municipalities to achieve local, state, and national water conservation and environmental goals.
4. Support adequate funding for regulatory agencies to ensure proper levels of service and reduce project cost increases due to regulatory delay.
5. Support efforts to allow an applicant to conduct environmental review only under CEQA when both federal and state approval is required for public projects in California.
6. Support state regulatory changes that consider compensatory mitigation required by other state and federal agencies to avoid mitigating twice for the same impacts to riparian habitat.
7. Support efforts to eliminate the requirement to mitigate for temporary impacts if the work will reduce a project's permanent impacts and/or provide multiple, regional benefits. Support empowering regulatory agency staff to make regionally specific decisions and consider local factors (e.g., emergency need, expedited need, quality of impact to habitat, etc.) when issuing permits.
8. Support alternatives to endowments for public agency funding of mitigation site maintenance.
9. Ensure participation in the Community Rating System Recertification process through FEMA's National Flood Insurance Program.
10. Support efforts to continue the National Flood Insurance Program with a balanced approach to program reform.
11. Support local permit and fee exemptions to facilitate hazardous tree removal from Valley Water property.
12. Support efforts to amend how federal costs and benefits are calculated for flood protection projects, using variable discount rates and considering each community's unique social and economic factors.

III. Enhance quality of life through the protection and enhancement of watersheds, streams, and natural resources.

A. Waterway and Ecosystem Protection

1. Support efforts to eliminate or reduce waste entering waterways (e.g., plastic bags, expanded polystyrene, etc.).
2. Support efforts to protect the environment through conservation, preservation of natural resources and habitat, and improving the health of local watersheds.
3. Support efforts to address abandonment or derelict operation of vessels in navigable waterways and reservoirs.
4. Support ecosystem restoration in the Delta.
5. Support the expansion of transitional and permanent housing for unhoused people.
6. Support efforts to fund and facilitate the cleanup of unlawful encampments and reduce or prevent homelessness and continue to explore potential avenues of collaboration with other public agencies and initiatives.
7. Support improvements to behavioral health services provided to unhoused people.
8. Support the inclusion of special districts in funding to address encampments of unhoused people.
9. Supply funding for boating inspections and other measures to prevent the spread of invasive mussels.
10. Support efforts to address mercury contamination in local waterways.

11. Support efforts to reduce fossil fuel consumption and the resulting greenhouse gas emissions, including opposing fracking or any expansion of oil and gas production.

12. Support funding to address climate change impacts on water supply and flood management facilities and infrastructure needs.

13. Support funding for feral pig management programs to reduce impacts to Valley Water projects and neighboring communities.

IV. Protect revenues, enhance revenues, and contain costs.

1. Support innovative funding proposals that leverage government dollars.

2. Oppose the involuntary realignment of services and revenue.

3. Remove barriers to local agencies' ability to issue tax-exempt bonds and Certificates and Participation.

4. Protect local government revenues by maintaining local authority over the collection of fees and generation of revenues.

5. Oppose efforts to reallocate property taxes among state and local agencies.

6. Support the California Water Commission engaging Congress and the federal government in supporting the completion of projects in Santa Clara County.

7. Support reducing the vote threshold for ballot measures funding infrastructure projects.

8. Oppose the imposition of unfunded mandates.

9. Support the creation of a $100,000 threshold when requiring a competitive selection process for the contracting of professional services.

10. Support flexibility in public works construction contracting.

11. Support funding for Valley Water projects and operations related to a declared local, state, or national emergency.

12. Support changes to federal law that would allow Valley Water to pay out the entirety of an employee's accrued vacation.

V. Encourage opportunities for job creation, and the protection and stability of Valley Water's workforce.

1. Support transparency and accountability for local government.

2. Oppose legislation that reduces the authority and or ability of local government to determine how best and most effectively to operate local programs and provide services.

3. Support workforce training, job creation, research, and development efforts.

4. Support efforts to curb and/or control the escalating cost of employer-provided benefits.

5. Support efforts to provide a more sustainable and cost-effective delivery of workers' compensation benefits for injured Valley Water employees.

6. Oppose legislation that interferes with the employer-employee relationship or places employees at risk while performing their duties.

7. Remove barriers to attracting, recruiting, and retaining a diverse workforce that reflects the community that Valley Water serves.

8. Support efforts to promote a well-trained and fairly compensated workforce.

VI. Prepare for emergencies, provide security, and ensure continuity of essential services.

1. Support efforts to strengthen drought relief policies.

2. Support efforts to develop and implement statewide integrated public safety communication systems.

3. Support utilizing drone technology for inspections of Valley Water systems and facilities.

4. ~~Support mandatory COVID-19 vaccination for government employees to ensure continuity of essential services.~~

5. *Support local, state, and federal legislation and funding that strengthens wildfire suppression efforts.*

2026 POLICY NARRATIVES

Water Efficiency

Model Water Efficient New Development Ordinance

Summary of Legislative and Administrative Needs

In 2015, several entities formed the Santa Clara County Water Efficient New Development Task Force, including representatives from Santa Clara County, several cities (Cupertino, Morgan Hill, Mountain View, Palo Alto, and Sunnyvale), Valley Water, Sustainable Silicon Valley, and Joint Venture Silicon Valley. The goal of the Task Force was to develop a Model Water Efficient New Development Ordinance (MWENDO) that jurisdictions in Santa Clara County could adopt either in whole or in part, which would add additional water efficiency measures beyond CALGreen's mandatory measures and ensure that new developments meet strong water efficiency standards. The Task Force solicited input from a variety of ~~other stakeholders~~ community partners, including Valley Water's Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Landscape Committee; the Santa Clara County/City Managers' Association; water retailers; California Water Commission; Cities Association of Santa Clara County; and building officials in Santa Clara County.

On June 30, 2025, Assembly Bill (AB) 130 and Senate Bill (SB) 131 were signed into law to accelerate new housing development by streamlining the environmental review process. While AB 130 and SB 131 aim to benefit housing production, the new laws temporarily restrict local governments from adopting new or amended reach codes, including MWENDO, for residential developments through 2031. As a result, further adoption of MWENDO is restricted during this moratorium unless the ordinance is determined to be an emergency health and safety measure in response to a declared drought emergency.

Valley Water's Approach to Address Legislative and Administrative Needs

~~Work with County staff and/or Board of Supervisors, as well as municipal staff and/or City Councils, to adopt a Model Water Efficient New Development Ordinance to ensure that new development is water efficient to extend the region's water supplies.~~ Despite the temporary moratorium restricting local governments from adopting new or amended building standards like MWENDO, Valley Water will continue to actively engage with elected officials and staff from local jurisdictions to explore alternative strategies for promoting water use efficiency. Additionally, Government Relations staff will develop targeted outreach to key industry partners during the moratorium to build support for MWENDO measures that apply to commercial properties.

State Budget Appropriations Advocacy

Proposition 4 Climate Resilience Bond Appropriations

Summary of Legislative and Administrative Needs

On November 5, 2024, California voters approved Proposition 4 - Bonds for Safe Drinking Water, Wildfire Prevention, and Protecting Communities and Natural Lands from Climate Risks. Valley Water staff advocated for specific programs and funding allocations for four years leading up to the Legislature and the Governor approving Proposition 4 for the voters' consideration. Now that the bonds are approved, the Legislature will appropriate the funding over the coming years. The timing and amount of these appropriations can affect what Valley Water projects are able to qualify for grant funding for dam safety, flood protection, sea level rise adaptation, recycled water potable reuse, regional water conveyance, the Water Storage Investment Program, and habitat restoration and enhancement.

The first Proposition 4 appropriations ~~will likely~~ occured in the FY 2025- 26 State Budget, and the second allocation will be considered during the FY 2026-27 State Budget ~~the Governor's version of which is already being developed by administrative agencies and will be presented to the Legislature for further consideration in January~~. Numerous budget committee hearings, administration presentations, and advocacy actions will get underway in early 202~~5~~6 and continue through the final approval in June 202~~5~~6 of the FY 202~~5~~6-2~~6~~7 State Budget.

Valley Water's Approach to Address Legislative and Administrative Needs

~~Staff recommends in lieu of a sponsored bill for 2025, that~~ Valley Water will focus on the numerous grant program appropriations to be considered because of the voters' approval of Proposition 4. In addition to budget appropriations, new grant program guidelines will be drafted for a potable reuse grant program that was created in Proposition 4 at Valley Water's urging. These guidelines should be shaped and timed to best enable Valley Water's Purified Water Project to be eligible for funding. ~~Finally, t~~There are numerous programs for which Proposition 4 grant funding will be available for application ~~beginning~~ in ~~late~~ 202~~5~~6. Government Relations staff will assist the Grants Management Unit and project managers in developing compelling applications demonstrating that Valley Water projects will deliver on the voters' climate resilience goals as expressed in Proposition 4. Now that these funding opportunities have been created, Valley Water must aggressively pursue every possible dollar to best serve the people of Santa Clara County.

Direct Appropriations for Valley Water Projects

Summary of Legislative Needs

Direct appropriations requests are funding proposals for specific projects, proposed by legislators, and included in the state budget. These requests are subject to legislative negotiations during the budget process and require approval from the Governor.

Direct appropriations can provide needed funding for projects, even in small amounts. Funding received through a direct appropriation can also be used to leverage funding from other sources. Pursuing direct appropriations through the legislative budget process can be useful for reasons other than the funding itself, including relationship building with legislators who support and champion the effort, and building awareness of Valley Water projects in the legislature.

Valley Water's Approach to Address Legislative Needs

In consultation with Valley Water project teams and the grants unit, the state OGR team will identify and develop a direct appropriation request or requests to secure state funding for Valley Water projects during the 2026 Legislative session. After determining that the timing and funding amounts align with project needs, the state team will meet with members of the Santa Clara County state legislative delegation who have the projects in their districts to seek their sponsorship.

Regulatory Issues

Extended Delays in Issuing Permits: Agencies Have Not Been Able to Issue Permits in a Timely Fashion due to Understaffing and Other Staffing Issues

Summary of Administrative Needs

Regulatory agencies appear to lack adequate staff to process permits in a timely and predictable manner. Engaging staff from agencies early in a project is increasingly difficult due to the lack of staff resources. Streamlining of state and federal permits is essential to getting local agency projects out in a timely and cost-effective manner.

In 2024, Valley Water advocated to help enact AB 2501 (Alvarez) which authorized the state and regional water boards to accept donations from public agencies to expedite the permitting of public benefit projects. However, the state salary levels for environmental scientists are far below market in most California jurisdictions. The state continues to have a problem with hiring and retaining the talented staff needed to complete complex large scale public benefit project permitting in a timely manner.

Valley Water's Approach to Address Administrative Needs

Request and support adequate funding for regulatory agencies in the state budget process and collaborate with regulatory agencies at all levels to address issues and improve the overall permit process leading to public infrastructure projects not being delayed. Where feasible, support standardizing regulatory agency internal processes and procedures to optimize the permitting application process.

Better Coordination of Mitigation Requirements Among Federal and State Regulatory Agencies is Needed

Summary of Administrative Needs

Complying with multiple and often conflicting mitigation requirements of state and federal agencies has become increasingly common, often driving up the price tag on projects and delaying projects which often are responsible for the protection of the health and safety of the community. It has become increasingly difficult to comply with conflicting regulations that govern day-to-day operations and the building of infrastructure projects.

Federal compensatory mitigation for impacts to wetlands and Waters of the United States should comply with the hierarchy established by the Mitigation Rule (Compensatory Mitigation for Losses of Aquatic Resources; Final Rule [33 CFR parts 325 and 332] and Final 2015 Regional Compensatory Mitigation and

Monitoring Guidelines for the U.S. Army Corps of Engineers South Pacific Division) which stipulates in descending order of preference mitigation banks, 2) in-lieu fee programs, and 3) permittee-responsible mitigation in consideration of a watershed approach.

The best mitigation option for Valley Water may be the establishment of an in-lieu fee program. However, state and federal agencies have not been supportive of in-lieu fee programs despite their priority level in the Federal Mitigation Rule and their strong recommendation that in-lieu fee is an effective and useful approach to satisfy compensatory mitigation requirements.

Valley Water's Approach to Address Administrative Needs

A forum or process should be created which allows for agencies to understand the requirements being placed on permittees, which will decrease the conflicts which are often present. Federal and state agencies should agree to and accept the same mitigation for the same project impacts to reduce the financial burden on public agencies like Valley Water. This will allow for more efficient permitting and responsible spending of public funds. In-lieu fee programs should be an allowable mitigation option for Valley Water.

Create a Balanced Approach to Watershed-Based Regulatory Permitting and Financing for Public Agencies

Summary of Legislative, Regulatory, and Administrative Needs

Valley Water wants to ensure that it can work effectively and efficiently with regulatory agencies to ensure that permits are obtained in a timely and predictable manner and that our financial resources are appropriately utilized.

To that end, in situations where it can be determined that routine maintenance would not cause additional environmental impacts than which were originally mitigated for, there should not be a need for permitting the maintenance. Removing this permitting requirement would both simplify the process and expedite the overall timeline for conducting routine maintenance.

Furthermore, environmental restoration projects, by their very nature, are intended to protect, restore, and enhance the environment, and should be exempt from mitigation.

Valley Water's Approach to Address Legislative, Regulatory, and Administrative Needs

Seek legislative, regulatory, and administrative paths in conjunction with interested ~~stakeholder groups~~ community partners to: 1) pursue efforts that will allow for public agencies, which are performing routine maintenance, to bring flood protection projects back to their original capacity to be exempt from CEQA and or needing to obtain a permit, as long as the maintenance would not cause any additional environment impacts which were not originally mitigated; 2) pursue efforts that will allow for environmental restoration projects to be exempt from requiring mitigation; and 3) pursue efforts which will provide agencies alternatives and exemptions to endowments if the agency has adopted the local or regional watershed management plan.

~~Water Supply~~

~~Streamline the Water Rights Change Petition Process for Valley Water Projects~~

~~*Summary of Administrative Needs*~~

~~According to the State Water Resources Control Board (State Water Board) Water Rights Petitions Program webpage, the water rights change petition process takes five to seven years to complete, and if there are significant protests filed, the process can take even longer. While these issues are complex, the time to obtain water rights permits could be reduced if the State Water Board allocated more staff to the Water Rights Petitions Program. The implementation of the Fish and Aquatic Habitat Collaborative Effort (FAHCE) settlement agreement and the Anderson Dam Seismic Retrofit Project both require the petitioning of the State~~

~~Water Board to change existing water rights and could be delayed.~~

~~Valley Water's Approach to Address Administrative Needs~~

~~Seek a contractual agreement with the State Water Board through which Valley Water would pay for additional State Water Board staff to work on Valley Water petitions, including the Anderson Dam Seismic Retrofit Project, FAHCE, and other projects as needed. With the enactment of AB 2501 (Alvarez, 2024), the State Water Board now has statutory authorization for donation of funds to pay for additional staffing to process water rights petitions.~~

~~Valley Water now must consider which parts of the state and regional boards where additional Valley Water funded staffing could expedite projects.~~

Infrastructure Funding

Water Infrastructure Finance and Innovation Act Program Improvements

Summary of Legislative and Administrative Needs

Since 2014, the Water Infrastructure Finance and Innovation Act (WIFIA) program has provided a long-term, low-interest financing option for large, non-federal water infrastructure projects nationwide. Since 2021, the Corps Water Infrastructure Financing Program (CWIFP) has been funded to provide long-term, low-interest financing for non-federal dam upgrades. With limited grant funding available for these large, capital-intensive infrastructure projects, these loan programs are a critical source of federal support. WIFIA has provided more than $20 billion in credit assistance since its inception; CWIFP is still in its nascent stages, but it is expected to provide similar investment.

Unfortunately, there are two significant challenges with WIFIA and CWIFP that limit the programs' effectiveness at truly lessening the financial burden on local project sponsors:

1. Ineligibility for federal projects. WIFIA and CWIFP programs cannot be used to finance "federal projects": assets owned by the federal government, regardless of who operates or maintains the asset; or projects authorized by Congress, such as flood protection projects led by the U.S. Army Corps of Engineers (Corps). This limitation can pose a significant challenge for the local project sponsor when trying to fulfill the required cost share. Many of these projects play a significant role in regional flood protection,and their completion has economic and public safety implication swell beyond the projects' immediate vicinities. Having access to the WIFIA or CWIFP could significantly lessen the burden on local sponsors.
2. Disparity in available assistance. Despite being authorized under the same law, the agencies have implemented WIFIA and CWIFP differently. The original WIFIA statute authorized credit assistance up to 49 percent of a project's cost under most circumstances but does provide for limited flexibility to provide credit assistance to a project up to 80 percent of the total costs, which EPA has said it will use only under exceptional circumstances. Conversely, the Corps has interpreted this flexibility much more generously,telling applicants that a project can be funded up to 80 percent of the total costs if the project substantially benefits economically disadvantaged communities.

Valley Water's Approach to Address Legislative and Administrative Needs

Seek legislative language that: 1) authorizes use of WIFIA and CWIFP to finance the local cost share of federal projects; and 2) increases the authorized amount of assistance under WIFIA from 49 to 80 percent to achieve parity with CWIFP.

Build America, Buy America Act Waivers

Summary of Legislative and Administrative Needs

The Build America, Buy America Act (BABAA) requires domestic preference for all iron, steel, manufactured products, and construction materials used in any infrastructure project receiving federal funding.

Congress passed the BABAA as part of the Bipartisan Infrastructure Law (BIL) in November 2021. The intent behind BABAA was to bolster America's industrial base and create high-paying jobs through the significant federal investment of the BIL. However, the administration recognized that BABAA requirements would impose cost and availability challenges for many projects. Domestic preference could add significant costs to a project, and in some cases the materials are not available domestically (or not in sufficient quantities or quality). In some cases, domestic preference could be inconsistent with the public interest. For projects already in planning and design, BABAA compliance would require re-evaluation, re-application for permits, and other changes that may lead to additional cost and schedule increases. This could delay much-needed investment in our nation's aging infrastructure.

Recognizing that such a preference could pose significant cost and availability challenges for many projects, the administration has granted numerous waivers of the BABAA requirements across the federal government. In June 2022, the Environmental Protection Agency (EPA) granted a BABAA waiver for projects financed under the Water Infrastructure Finance and Innovation Act (WIFIA) Program that initiated project design planning prior to May 14, 2022 (the date the BABAA requirements became effective). It appears, however, that the administration is now pushing federal agencies to sunset these BABAA waivers and make future funding subject to BABAA requirements. If this were to occur, future funding would be subject to BABAA requirements, potentially imposing significant costs on those project owners.

Valley Water's Approach to Address Legislative and Administrative Needs

Seek legislative language that: 1) Provides a permanent waiver of BABAA requirements for federally funded projects that serve the public interest and have initiated planning/design prior to May 14, 2022; and 2) For projects that initiate planning/design after May 14, 2022, and are seeking federal financial assistance (grants and loans), offer the following options:

- *In a competitive grant application process, assign extra points (e.g. 10 points) for projects that will comply with BABAA to incentivize compliance and increase the overall score and chances of selection to receive the grant award; or*
- *Add a ten percent "bonus" award (grant or loan) for projects that will be designed with BABAA compliance to help relieve the increased cost burden.*

Dam Rehabilitation and Repair Legislation

Summary of Legislative Needs

Valley Water operates 10 dams in Santa Clara County as part of our reservoir system. Several of these dams are undergoing seismic evaluations to assess their ability to withstand current standards for earthquakes. These evaluations have revealed that gravelly soils that can liquefy were left in the foundations of many of our dams, posing a significant risk of failure in case of a large earthquake.

Anderson Dam, for example, was found to be structurally deficient and at high risk of failure in the event that a significant earthquake occurs when the reservoir is full. The seismic retrofit of Anderson Dam is now underway at a cost of $1.2 billion. These projects are extremely complex and capital intensive, requiring significant financial resources.

The federal government has several programs to support upgrading the nation's federally owned dams but few programs to support funding non-federal dams, which account for more than 70 percent of all dams nationwide. The National Dam Safety Program, for example, currently provides financial assistance to states for strengthening their dam safety programs, but it does not provide assistance for infrastructure improvements when a dam is found to be deficient.

The Water Infrastructure Finance and Innovation Act (WIFIA) Program and the Corps Water Infrastructure Financing Program can provide low-interest, long-term loans for non-federal dam upgrades, but those programs only cover half the project costs and still require a local investment in the form of loan repayment. And while the November 2021 Bipartisan Infrastructure Law made the largest federal investment in our nation's infrastructure in more than a decade, it did not include any new funding for structural upgrades of our non-federal dams – many of which are considered high hazard potential.

The U.S. Army Corps of Engineers already manages the National Inventory of Dams (NID), an online database of more than 91,000 dams nationwide that includes important information about each dam's age, location, and hazard potential. Of all dams in the NID, 76 percent are categorized as high hazard potential – dams where downstream flooding would likely result in loss of life. Dam retrofits and upgrades are very costly, and many communities and states cannot afford to bear the full cost. Failure of these dams would cause economic devastation beyond their local boundaries, and the federal government should play a role in preventing those disasters.

Valley Water's Approach to Address Legislative Needs

Continue to support the introduction of a Dam Rehabilitation and Repair Act that will create a new source of funding to support repairs and upgrades at dams found to be structurally deficient, particularly those dams that are categorized as high hazard potential.

Regulatory Issues

Extended Delays in Issuing Permits: Agencies Have Not Been Able to Issue Permits in a Timely Fashion Due to Understaffing and Other Staffing Issues

Summary of Administrative Needs

Regulatory agencies appear to lack adequate staff to process permits in a timely and predictable manner. Engaging staff from agencies early in a project is increasingly difficult due to the lack of staff resources. Streamlining of state and federal permits is essential to getting local agency projects out in a timely and cost-effective manner.

Valley Water's Approach to Address Administrative Needs

Request and support adequate funding for regulatory agencies and collaborate with regulatory agencies at all levels to address issues and improve the overall permit process leading to public infrastructure projects not being delayed. Where feasible, support standardizing regulatory agency internal processes and procedures to optimize the permitting application process.

Better Coordination of Mitigation Requirements Among Regulatory Agencies is Needed

Summary of Administrative Needs

Complying with multiple and often conflicting mitigation requirements of state and federal agencies has become increasingly common, often driving up the price tag on projects and delaying projects which often are responsible for the protection of the health and safety of the community. It has become increasingly difficult to comply with conflicting regulations that govern day-to-day operations and the building of infrastructure projects.

Federal compensatory mitigation for impacts to wetlands and Waters of the United States should comply with the hierarchy established by the Mitigation Rule (Compensatory Mitigation for Losses of Aquatic Resources; Final Rule [33 CFR parts 325 and 332] and Final 2015 Regional Compensatory Mitigation and Monitoring Guidelines for the U.S. Army Corps of Engineers South Pacific Division) which stipulates in descending order of preference: 1) mitigation banks; 2) in-lieu fee programs; and 3) permittee-responsible mitigation in consideration of a watershed approach.

The best mitigation option for Valley Water may be the establishment of an in-lieu fee program. However, state and federal agencies have not been supportive of in-lieu fee programs despite their priority level in the Federal Mitigation Rule and their strong recommendation that in-lieu fee is an effective and useful approach to satisfy compensatory mitigation requirements.

Valley Water's Approach to Address Administrative Needs

A forum or process should be created that allows for agencies to understand the requirements being placed on permittees, which will decrease the conflicts that are often present.

Federal and state agencies should agree to and accept the same mitigation for the same project impacts to reduce the financial burden on Valley Water. This will allow for more efficient permitting and responsible spending of public funds. In-lieu fee programs should be an allowable mitigation option for Valley Water.

Create a Balanced Approach to Watershed-Based Regulatory Permitting and Financing for Public Agencies

Summary of Legislative, Regulatory, and Administrative Needs

Valley Water wants to ensure that it can work effectively and efficiently with regulatory agencies to ensure that permits are obtained in a timely and predictable manner and that our financial resources are appropriately utilized.

To that end, in situations where it can be determined that routine maintenance would not cause additional environmental impacts than which were originally mitigated for, there should not be a need for permitting the maintenance. Removing this permitting requirement would both simplify the process and expedite the overall timeline for conducting routine maintenance.

Furthermore, environmental restoration projects, by their very nature, are intended to protect, restore, and enhance the environment, and should be exempt from mitigation.

Valley Water's Approach to Address Legislative, Regulatory, and Administrative Needs

Seek legislative, regulatory, and administrative paths in conjunction with interested ~~stakeholder groups~~ community partners to 1) pursue efforts that will allow for public agencies, which are performing routine maintenance, to bring flood protection projects back to their original capacity to be exempt from needing to obtain a permit, as long as the maintenance would not cause any additional environment impacts which were not originally mitigated; 2) pursue efforts that will allow for true environmental restoration projects to be exempt from requiring mitigation; and 3) pursue efforts which will provide agencies alternatives and exemptions to endowments if the agency has adopted the local or regional watershed management plan.

Water Resources Development Act of 2007 and Water Resources Reform and Development Act of 2014 Implementation

U.S. Army Corps of Engineers (USACE) Levee Vegetation Policy

Summary of Administrative Needs

USACE currently requires all vegetation other than grasses to be removed from levees and within a 15-foot buffer zone on either side of USACE-inspected levees, which sometimes provide high quality riparian habitat. If Valley Water doesn't remove the vegetation, USACE may "fail" the levee and remove it from its rehabilitation and inspection program, which would then alert the Federal Emergency Management Agency (FEMA) and others that the levee is unacceptable and eliminate the possibility of USACE funding for flood-related work. Consequently, it is in Valley Water's interest to encourage USACE to revise this policy in order to: 1) prevent required removal of valuable riparian vegetation while balancing the need to maintain the ability to inspect levees for structural integrity; and 2) prevent the consequences associated with USACE "failing" levees that retain this valuable vegetation.

In the Water Resources Reform and Development Act (WRRDA) of 2014, Congress directed USACE to evaluate the current Levee Vegetation Policy, including preservation of habitat, vegetation impacts during flooding, historic links between vegetation and flood risk, economic and environmental impacts, and factors that promote regional variances in the program.

Valley Water's Approach to Address Administrative Needs

Work with USACE and Congress to ensure that Valley Water's desires relative to vegetation on levees are addressed through the implementation phase of WRRDA.

U.S. Army Corps of Engineers Section 104/221 Authority

Summary of Legislative and Administrative Needs

In 2011, the Assistant Secretary of the Army for Civil Works (ASA-CW) decided to no longer approve Section 104 applications. Section 104 crediting (Water Resources Development Act of 1986) allowed non-federal interests to repair design deficiencies and to make levee improvements as quickly as possible, while not impacting the USACE study processes.

Instead of utilizing Section 104, the ASA-CW elected to process credit requests under Section 221 of the Flood Control Act of 1970 (as amended by Section 2003 of the Water Resources Development Act of 2007). Section 221 as implemented by the ASA-CW does not promote construction by non-federal interests. Without a reasonable policy, local agencies' ability to move projects along faster with local dollars would be jeopardized.

Valley Water's Approach to Address Legislative and Administrative Needs

Work with USACE and Congress to ensure that Valley Water's needs are addressed through the implementation phase of WRRDA 2014. Continue to lobby and create support for the ASA-CW to grant and approve Section 104 credit until a new acceptable policy on crediting is put into place.

Office of Government Relations 2026 Legislative Policies & Proposals



2026 Legislative Outlook

FEDERAL

- Challenging Political Environment for Moving Legislation
- California Remains Target of Administration
- Agency Staffing and Program Cuts

→ *Greater Reliance on Coalitions, Shared Interests with Partners*

→ *Continued Engagement with Congressional Allies*

Valley Water

2026 Legislative Outlook

STATE

- Projected CA Budget Deficits of $10-$20 Billion Annually
- Federal Funding Cuts Increasing Pressure on State Budget
- Prop 4 Insufficient to Offset Lost Federal Funds Local & Regional Funding Outlook

LOCAL

- Continued Local Advocacy Efforts

Valley Water

2026 Legislative Policies and Proposals

- **STATE: Proposition 4 - State Budget Appropriations**
- **Legislative Guiding Principle: Wildfire Suppression**

Valley Water

Staff Recommendation

- **Approve Recommended 2026 Legislative Policy Proposals and Guiding Principles**

Valley Water

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Santa Clara Valley Water District

File No.: 25-0864

Agenda Date: 11/12/2025
Item No.: *4.3.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Approval of Minutes.

RECOMMENDATION:
Approve the minutes.

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 potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
Attachment 1: 09232025 Meeting Minutes

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

BOARD OF DIRECTORS MEETING

MINUTES

CLOSED SESSION AND REGULAR MEETING
TUESDAY, SEPTEMBER 23, 2025
11:00 AM

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER/ROLL CALL:

A Closed Session and Regular Meeting of the Santa Clara Valley Water District (Valley Water) Board of Directors was called to order at 11:00 a.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 Jim Beall, Richard P. Santos, John L. Varela, and Tony Estremera, Chairperson presiding, constituting a quorum of the Board.

Director Shiloh Ballard and Director Nai Hsueh were excused from attending; and 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, J. Bourgeois, R. Chan, J. Codianne, A. Garcia, R. Gibson, A. Lee, M. Lugo, R. McCarter, P. McElroy, T. Ndah, L. Penilla, D. Taylor, B. Yerrapotu, and T. Yoke. Deputy Operating Officer John Bourgeois represented Chief Operating Officer Christopher Hakes.

2. 11:00 AM - CLOSED SESSION:

Chairperson Estremera confirmed that the Board would adjourn to Closed Session to consider Items 2.1, 2.3, and 2.4.

Carlos Orellana, District Counsel, confirmed that Item 2.2 had been removed from the agenda, and with respect to Item 2.4, reported that the facts and circumstances giving rise to the Item are various allegations of harassment, discrimination, retaliation, abusive conduct and ethical violations.

Director Eisenberg arrived.

2.1. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4)
Three potential cases.

2.2. ITEM REMOVED FROM AGENDA
CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Amanda Aguirre, et al. v. Santa Clara Valley Water District
Santa Clara County Superior Court Case No. 23CV415312

2.3. CLOSED SESSION
PUBLIC EMPLOYEE DISCIPLINE
Pursuant to Government Code Section 54957(b)(1)

2.4. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code Section 54956.9(d)(2)
Number of cases: Multiple

2.5. District Counsel Report on Closed Session.

Upon return from Closed Session, the same Board members, including Director Eisenberg and staff, were present.

Carlos Orellana, District Counsel, reported that in regard to Items 2.1, 2.3, and 2.4, the Board met in Closed Session with all members participating, including Director Eisenberg and excluding Director Ballard and Director Hsueh, and took no reportable action.

3. 1:00 PM - TIME CERTAIN:

3.1. Pledge of Allegiance/National Anthem.

Vice Chair Santos led all present in reciting the Pledge of Allegiance.

3.2. Orders of the Day.

Chairperson Estremera read the Board Meeting Decorum document into the record**,** which provides guidelines for respectful and professional conduct during the board meeting.

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

Move to Approve:	Tony Estremera
Second:	Richard Santos
Yeas:	Jim Beall, Rebecca Eisenberg, Tony Estremera, Richard Santos, John L. Varela
Nays:	None
Abstains:	None
Recuses:	None
Absent:	Shiloh Ballard, Nai Hsueh
Summary:	5 Yeas; 0 Nays; 0 Abstains; 2 Absent.

The Yeas have it, and the motion passed.

Chairperson Estremera confirmed that there were no changes to the Orders of the Day.

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

Chairperson Estremera declared time open for public comment on any subject not on the agenda.

Peter Van Dyke, Loma Prieta Resource Conservation District, expressed disappointment regarding the perceived lack of civic engagement at Board meetings citing the need for public participation in order to maintain a functioning democratic republic, and suggested that projects going forward should be innovative, using natural systems already in place to create sustainable solutions.

3.4. Receive an Informational Presentation from the County of Santa Clara on Actions Related to Federal Budget Cuts and Consider Taking a Position on Measure A.

Recommendation:
A. Receive an informational presentation from County of Santa Clara (County) staff on the County's actions and response to federal budget cuts; and
B. Consider taking a position on Measure A.

Chairperson Estremera acknowledged receipt of the attached comments and presentation, identified as Handout 3.4-A and Handout 3.4-B, respectively herein. Copies of the Handouts were distributed to the Board and made available to the public.

Marta Lugo, Deputy Administrative Officer, introduced Brian Darrow, Santa Clara County Special Assistant to the Executive, who reviewed the information on this Item, per the attached Board Agenda Memo and per the information contained in Handout 3.4-B.

Chairperson Estremera declared time open for public comment on this Item.

Christopher Robell, Resident, stated that the Impact of Federal Budget Cuts and the County's Response presentation, identified as Handout 3.4-B, was using 'illegal' language that a judge has determined was biased language and requested that the language be corrected in all future discussions of the Measure.

Jason Bezis, Attorney for Mr. Robell, stated that the Impact of Federal Budget Cuts and the County's Response presentation, identified as Handout 3.4-B, was using 'illegal' language that a judge has determined was biased language and requested that the Board defer the vote on the Item until the Board can see the legal Ballot language in full.

Motion:	Adopt a position of "Support" on Measure A.
Move to Adopt:	Jim Beall
Second:	Richard Santos
Yeas:	Jim Beall, Tony Estremera, Richard Santos, John L. Varela
Nays:	None
Abstains:	Rebecca Eisenberg
Recuses:	None
Absent:	Shiloh Ballard, Nai Hsueh
Summary:	4 Yeas; 0 Nays; 1 Abstains; 2 Absent.

The Yeas have it, and the motion passed.

3.5. Consider Candidates for Vacant Director Positions on the Santa Clara Valley Water District Public Facilities Financing Corporation.

Recommendation:
A. Review the candidates from the July 2, 2024, Special Board Meeting;
*B. Appoint a candidate or candidates as a Director(s) to the Santa Clara Valley Water District Public Facilities Financing Corporation; and
*C. Adopt the Resolution FILLING THE VACANCIES ON THE PUBLIC FACILITIES FINANCING CORPORATION; or
D. Direct the Clerk of the Board to Schedule Interviews of Candidates.

Chairperson Estremera acknowledged receipt of the attached letter of resignation, identified as Handout 3.5-A, herein. Copies of the Handout were distributed to the Board and made available to the public.

Chairperson Estremera notified the Board that an additional resignation from Director Chu of the Public Facilities Financing Corporation was received less than 72 hours prior to the meeting and requested a motion to allow the Board to consider a candidate to fill the third vacancy.

Motion:	Consider filling the vacancy left by Director Chu's resignation based on the fact that the Board learned of his resignation after the agenda was published and that there is an immediate need for the Board to fill that vacancy.
Move to Approve:	John L. Varela
Second:	Richard Santos
Yeas:	Jim Beall, Tony Estremera, Richard Santos, John L. Varela
Nays:	Rebecca Eisenberg
Abstains:	None
Recuses:	None
Absent:	Shiloh Ballard, Nai Hsueh
Summary:	4 Yeas; 1 Nays; 0 Abstains; 2 Absent.

The Yeas have it, and the motion passed.

Candice Kwok-Smith, Clerk of the Board, reviewed the information on this Item per the attached Board Agenda Memo.

Motion:	Adopt Resolution No. 2025-57 FILLING THE VACANCIES ON THE PUBLIC FACILITIES FINANCING CORPORATION, by roll call vote.
Move to Approve:	Richard Santos
Second:	John L. Varela
Yeas:	Rebecca Eisenberg, Jim Beall, Tony Estremera, Richard Santos, John L. Varela
Nays:	None
Abstains:	None
Recuses:	None
Absent:	Shiloh Ballard, Nai Hsueh
Summary:	5 Yeas; 0 Nays; 0 Abstains; 2 Absent.

The Yeas have it, and the motion passed.

REGULAR AGENDA:

4. CONSENT CALENDAR:

The Board considered Consent Calendar Items 4.1 through 4.2 under one motion.

4.1. Accept the CEO Bulletin for the Weeks of September 5 - 18, 2025.

Recommendation: Accept the CEO Bulletin.

4.2. Approval of Minutes.

Recommendation: Approve the minutes.

Motion: Approve Consent Calendar Items 4.1 through 4.2, under one motion, as follows: Accept the CEO Bulletin, as contained in Item 4.1; approve the minutes, as contained in Item 4.2.

Move to Approve:	John L. Varela
Second:	Richard Santos
Yeas:	Jim Beall, Tony Estremera, Richard Santos, John L. Varela
Nays:	None
Abstains:	Rebecca Eisenberg
Recuses:	None
Absent:	Shiloh Ballard, Nai Hsueh
Summary:	4 Yeas; 0 Nays; 1 Abstains; 2 Absent.

The Yeas have it, and the motion passed.

5. BOARD OF DIRECTORS:

5.1. Water Supply and Demand Management Committee Recommendation to Direct Staff to Send a Letter to Cities in Santa Clara County Encouraging Participation in Model Water Efficient New Development Ordinance (MWENDO).

Recommendation: Consider recommendations resulting from the June 23, 2025, Water Supply and Demand Management Committee meeting to:

A. Direct staff to send a letter to cities in Santa Clara County encouraging participation in water conservation programs and promoting water use efficiency; and
B. Provide feedback and recommendations on the draft letters to staff as necessary.

Chairperson Estremera acknowledged receipt of the attached public comments, identified as Handout 5.1-A, herein. Copies of the Handout were distributed to the Board and made available to the public.

Marta Lugo, Deputy Administrative Officer, reviewed the information on this Item per the attached Board Agenda Memo.

Motion:	Direct staff to send a letter to cities in Santa Clara County encouraging participation in water conservation programs and promoting water use efficiency.
Move to Approve:	Richard Santos
Second:	Jim Beall
Yeas:	Jim Beall, Rebecca Eisenberg, Tony Estremera, Richard Santos, John L. Varela
Nays:	None
Abstains:	None
Recuses:	None
Absent:	Shiloh Ballard, Nai Hsueh
Summary:	5 Yeas; 0 Nays; 0 Abstains; 2 Absent.

The Yeas have it, and the motion passed.

5.2. Board Committee Reports.

Chairperson Estremera acknowledged receipt of the attached comments, identified as Handout 5.2-A.1, herein. Copies of the Handout were distributed to the Board and made available to the public.

The Board reviewed the information on the August 20, 2025, Board Audit Committee (BAC), August 25, 2025, Water Supply and Demand Management Committee (WSDMC), August 27, 2025, Santa Clara Valley Water Commission (SCVWC), and September 24, 2025, Recycled Water Committee (RWC) meeting summaries and agendas contained in Handouts 5.2-A through 5.2-D, respectively, and noted the information without formal action. Copies of the Handouts were distributed to the Board and made available to the public.

6. WATER UTILITY ENTERPRISE:

6.1. Receive Report of Bids, Ratify Addenda, Approve the Contingency Fund, and Award the Construction Contract to Ranger Pipelines Incorporated, for the West Pipeline Inspection and Rehabilitation Project - Phase 2, as Part of the 10-Year Pipeline Inspection and Rehabilitation Project, Project No. 95084002, Contract No. 0719 in the Sum of $17,479,040 (City of Saratoga, City of Cupertino, and City of Los Altos, Districts 5 and 7).

Recommendation:
A. Ratify Addenda No(s). 1, 2, and 3 to the Contract Documents for the West Pipeline Inspection and Rehabilitation Project - Phase 2;
B. Award the Construction Contract to Ranger Pipelines Incorporated, located in San Francisco, CA, in the sum of $17,479,040; and
C. Approve a contingency sum of $1,747,904 and authorize the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Emmanuel Aryee, Deputy Operating Officer, reviewed the information on this Item per the attached Board Agenda Memo.

Move to Approve:	John L. Varela
Second:	Richard Santos
Yeas:	Jim Beall, Tony Estremera, Richard Santos, John L. Varela
Nays:	Rebecca Eisenberg
Abstains:	None
Recuses:	None
Absent:	Shiloh Ballard, Nai Hsueh
Summary:	4 Yeas; 1 Nays; 0 Abstains; 2 Absent.

The Yeas have it, and the motion passed.

6.2. Receive Report of Bids, Ratify Addenda, Approve the Contingency Fund, and Award the Construction Contract to Cratus, Inc. for the South County Recycled Water Pipeline Phase 1C Project, Project No. 91094009, Contract No. C0723 in the Sum of $3,270,000 (City of Gilroy, Unincorporated Santa Clara County, District 1).

Recommendation:
A. Ratify Addenda No(s). 1, 2, 3, and 4 to the Contract Documents for the South County Recycled Water Pipeline Phase 1C Project;
B. Award the Construction Contract to Cratus, Inc., located in San Francisco, California, in the sum of $3,270,000; and
C. Approve a contingency sum of 15% in the amount of $490,500 and authorize the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Emmanuel Aryee, Deputy Operating Officer, reviewed the information on this Item per the attached Board Agenda Memo.

Move to Approve:	John L. Varela
Second:	Richard Santos
Yeas:	Jim Beall, Tony Estremera, Richard Santos, John L. Varela
Nays:	Rebecca Eisenberg
Abstains:	None
Recuses:	None
Absent:	Shiloh Ballard, Nai Hsueh
Summary:	4 Yeas; 1 Nays; 0 Abstains; 2 Absent.

The Yeas have it, and the motion passed.

7. WATERSHEDS:

7.1. Adopt a Resolution Declaring Portions of Real Property Owned by the Santa Clara Valley Water District (APN: 015-35-033 and APN: 015-35-012) to be Exempt Surplus Land; Authorize Conveyance of Real Property Interests with City of Sunnyvale; Execution of Cost Sharing Agreement with City of Sunnyvale; and Execution of Operation and Maintenance Agreement with City of Sunnyvale for the Sunnyvale East and West Channels Flood Protection Project, Project No. 26074002 (Sunnyvale, District 3).

Recommendation:

A. Consider the environmental effects of modifications to the Sunnyvale East and West Channels Flood Protection Project, as discussed in the Third Addendum to the Final Environmental Impact Report;
B. Adopt a Resolution DECLARING PORTIONS OF REAL PROPERTY OWNED BY THE SANTA CLARA VALLEY WATER DISTRICT (APN 015-35-033 AND APN 015-35-012) AS EXEMPT SURPLUS LAND UNDER CALIFORNIA GOVERNMENT CODE ? 54221(f)(1)(D), DETERMINING THAT THE REAL PROPERTY TO BE TRANSFERRED IS NOT REQUIRED FOR DISTRICT USE AND AUTHORIZING THE TRANSFER OF PROPERTY TO THE CITY OF SUNNYVALE PURSUANT TO SECTION 31(G) OF THE DISTRICT ACT (SUNNYVALE, DISTRICT 3);
C. Authorize the Interim Chief Executive Officer to execute a Quitclaim Deed identified as Real Estate File Nos. 2027-3.1 and 3015-445.1, to City of Sunnyvale with reservation of easement rights for flood protection and maintenance purposes;
D. Authorize the Interim Chief Executive Officer to execute the Cost Sharing Agreement by and between the City of Sunnyvale and the Santa Clara Valley Water District for Construction of a Joint Wall; and
E. Authorize the Chair of the Board to execute the West Channel Joint Wall Project: Operation and Maintenance Agreement.

Bhavani Yerrapotu, Deputy Operating Officer, reviewed the information on this Item per the attached Board Agenda Memo.

Motion:

Adopt Resolution No. 2025-58 DECLARING PORTIONS OF REAL PROPERTY OWNED BY THE SANTA CLARA VALLEY WATER DISTRICT (APN 015-35-033 AND APN 015-35-012) AS EXEMPT SURPLUS LAND UNDER CALIFORNIA GOVERNMENT CODE § 54221(f)(1)(D), DETERMINING THAT THE REAL PROPERTY TO BE TRANSFERRED IS NOT REQUIRED FOR DISTRICT USE AND AUTHORIZING THE TRANSFER OF PROPERTY TO THE CITY OF SUNNYVALE PURSUANT TO SECTION 31(G) OF THE DISTRICT ACT (SUNNYVALE, DISTRICT 3), by roll call vote; Authorize the Interim Chief Executive Officer to execute a Quitclaim Deed identified as Real Estate File Nos. 2027-3.1 and 3015-445.1, to City of Sunnyvale with reservation of easement rights for flood protection and maintenance purposes; Authorize the Interim Chief Executive Officer to execute the Cost Sharing Agreement by and between the City of Sunnyvale and the Santa Clara Valley Water District for Construction of a Joint Wall; and Authorize the Chair of the Board to execute the West Channel Joint Wall Project: Operation and Maintenance Agreement.

Move to Adopt:	Richard Santos
Second:	John L. Varela
Yeas:	Jim Beall, Tony Estremera, Richard Santos, John L. Varela
Nays:	Rebecca Eisenberg
Abstains:	None
Recuses:	None
Absent:	Shiloh Ballard, Nai Hsueh
Summary:	4 Yeas; 1 Nays; 0 Abstains; 2 Absent.

The Yeas have it, and the motion passed.

7.2. Approve Amendment No. 5 to Agreement No. A4464A, with AECOM Technical Services, Inc., for Design Services for the Federal Energy Regulatory Commission Order Compliance Coyote Creek Flood Management Measures Project, Project No. 91864007, and the Coyote Creek Flood Protection Project, Project No. 26174043, CAS File No. 5157, Increasing the Not-to Exceed Fee by $7,342,505 for a Total Not-to-Exceed Fee of $24,997,196 and Extending the Agreement Term (San Jose, Districts 2, 3, and 6).

Recommendation: Approve Amendment No. 5 to Agreement No. A4464A with AECOM Technical Services, Inc., for design services for the Federal Energy Regulatory Commission Order Compliance Coyote Creek Flood Management Measures Project, Project No. 91864007, and Coyote Creek Flood Protection Project, Project No. 26174043, increasing the not-to-exceed fee by $7,342,505, for a total not-to-exceed fee of $24,997,196, and extending the Agreement Term.

Bhavani Yerrapotu, Deputy Operating Officer, reviewed the information on this Item per the attached Board Agenda Memo.

Move to Approve:	Richard Santos
Second:	Jim Beall
Yeas:	Jim Beall, Tony Estremera, Richard Santos, John L. Varela
Nays:	Rebecca Eisenberg
Abstains:	None
Recuses:	None
Absent:	Shiloh Ballard, Nai Hsueh
Summary:	4 Yeas; 1 Nays; 0 Abstains; 2 Absent.

The Yeas have it, and the motion passed.

8. ASSISTANT CHIEF EXECUTIVE OFFICER:

8.1. Adopt a Resolution Providing for a Safe, Clean Water and Natural Flood Protection Program Independent Monitoring Committee of the Santa Clara Valley Water District - Superseding Resolution No. 21-10 Establishing New Conflict of Interest Disclosure Requirements for Members of the Safe, Clean Water and Natural Flood Protection Program's Independent Monitoring Committee.

Recommendation: Adopt the Resolution PROVIDING FOR A SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM INDEPENDENT MONITORING COMMITTEE OF THE SANTA CLARA VALLEY WATER DISTRICT - SUPERSEDING RESOLUTION NO. 21-10 establishing

new conflict of interest disclosure requirements for members of the Safe, Clean Water and Natural Flood Protection Program's Independent Monitoring Committee.

Chairperson Estremera acknowledged receipt of the attached comments, identified as Handout 8.1-A, herein. Copies of the Handout were distributed to the Board and made available to the public.

Luz Penilla, Assistant Officer, reviewed the information on this Item per the attached Board Agenda Memo.

Motion:	Adopt Resolution No. 2025-59 PROVIDING FOR A SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM INDEPENDENT MONITORING COMMITTEE OF THE SANTA CLARA VALLEY WATER DISTRICT - SUPERSEDING RESOLUTION NO. 21-10 establishing new conflict of interest disclosure requirements for members of the Safe, Clean Water and Natural Flood Protection Program's Independent Monitoring Committee, by roll call vote.
Move to Adopt:	John Varela
Second:	Richard Santos
Yeas:	Jim Beall, Rebecca Eisenberg, Tony Estremera, Richard Santos, John L. Varela
Nays:	None
Abstains:	None
Recuses:	None
Absent:	Shiloh Ballard, Nai Hsueh
Summary:	5 Yeas; 0 Nays; 0 Abstains; 2 Absent.

The Yeas have it, and the motion passed.

8.2. Approve a Sole Source Designation for the Shoreblock EPEC SD-900 OCT Product; Adopt Plans and Specifications and Authorize Advertisement for Bids for Construction of the Anderson Dam Seismic Retrofit Project Project No. 91864005, Contract No. C0702 (Morgan Hill, District 1).

Recommendation:

A. Find that the following item should be specified by brand name and designated as a sole source product;
   i. A necessary item only available from one source. Public Contract Code Section 3400(c)(3): Extreme Performance Erosion Control revetment systems for temporary spillway construction;
B. Adopt the Plans and Specifications and Authorize Advertisement for Bids, exclusively to the list of Santa Clara Valley Water District Pre-Qualified bidders, for construction of the Anderson Dam Seismic Retrofit Project, per the Notice to Bidders; and
C. Authorize the Designated Engineer to issue addenda, as necessary, during bidding process.

Ryan McCarter, Deputy Operating Officer, reviewed the information on this Item per the attached Board Agenda Memo.

Move to Approve:	John L. Varela
Second:	Richard Santos
Yeas:	Jim Beall, Rebecca Eisenberg, Tony Estremera, Richard Santos, John L. Varela
Nays:	None
Abstains:	None
Recuses:	None
Absent:	Shiloh Ballard, Nai Hsueh
Summary:	5 Yeas; 0 Nays; 0 Abstains; 2 Absent.

The Yeas have it, and the motion passed.

9. EXTERNAL AFFAIRS:

None.

10. CHIEF EXECUTIVE OFFICER:

10.1. CEO and Chiefs' Reports.

Aaron Baker, Chief Operating Officer, reported that the California Department of Water Resources has confirmed the presence of Golden Mussel veliger and Golden Mussel DNA in the Pacheco Pumping Plant. Valley Water has also detected and is monitoring DNA from the Golden Mussel found in the San Luis Reservoir. Staff is working on a vulnerability assessment for infrastructure and potential control strategies, though there are no immediate operational impacts.

Darin Taylor, Chief Financial Officer, reviewed the attached Grants Update, identified as Handout 10.1-A; John Bourgeois, Acting Chief Operating Officer, reviewed the attached Watersheds Report, identified as Handout 10.1-C; and Rachael Gibson, Chief of External Affairs, reviewed the attached Communications Summary, identified as Handout 10.1-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.

The Board noted the information without formal action.

14. BOARD MEMBER REPORTS/ANNOUNCEMENTS:

Director Beall had no reports or announcements.

Director Eisenberg reported attending a meeting of the California Water Commission.

Vice Chair Santos reported attending the Environmental Creek Cleanup Committee (ECCC) meeting, a K-water meeting, and the signing of a Memorandum of Agreement (MOA); a South Bay Labor Council Barbecue; and the Cherry Avenue Emergency Interim Housing Site Tour.

Director Varela reported attending the San Luis and Delta-Mendota Water Authority (SLDMWA) Board of Directors, Joint Venture of Silicon Valley, and Santa Clara County Farm Bureau meetings.

Chairperson Estremera reported attending the National Water Research Institute Independent Advisory Panel meeting; a BAC Committee meeting; a Pacheco Project staff meeting; a meeting with Santa Clara County Supervisor Margaret Abe-Koga; and various meetings with staff.

15. CLERK REVIEW AND CLARIFICATION OF BOARD REQUESTS:

Candice Kwok-Smith, Clerk, Board of Directors, confirmed that there were no new Board Member Requests.

16. ADJOURN:

Chairperson Estremera adjourned the meeting at 2:50 p.m. The Board will convene for the next Regular meeting at 1:00 p.m. on Tuesday, October 14, 2025, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, California, and via Zoom teleconference.

Candice Kwok-Smith
Clerk, Board of Directors

Approved:

Date: November 12, 2025

Santa Clara Valley Water District

File No.: 25-0969

Agenda Date: 11/12/2025
Item No.: *4.4.

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 October 24 through November 6, 2025.

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 potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
Attachment 1: 11062025 CEO Bulletin

UNCLASSIFIED MANAGER:
Melanie Richardson, 408-630-2017

CEO BULLETIN

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

Weeks of October 24, 2025 – November 6, 2025

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	Office of Communications Awards and Nominations
2	Planned 3-Week Silicon Valley Advance Water Purification Center (SVAWPC) Shutdown: November 30 – December 21, 2025
3	Planned 6-Month West Pipeline (WPL) Shutdown – Phase I (October 30, 2025 – April 28, 2026)
4	Safe, Clean Water Refill Station Closeout: Boys & Girls Clubs of Silicon Valley's Morgan Hill (El Toro) Clubhouse
5	Safe, Clean Water Refill Station Grants Closeout: Morgan Hill Unified School District's FY 2023 F9 Barrett Elementary School A4748R, Los Paseos Elementary School A4740R, and PA Walsh STEAM Academy A4752R
6	Safe, Clean Water Standard Grant Closeout: Grassroots Ecology's McClellan Ranch Community Garden Hedgerow
7	Valley Water's Public Meeting on the Rinconada Water Treatment Plant Reliability Improvement Project Phases 3-6.

1. Office of Communications Awards and Nominations

On October 2, 2025, Valley Water received a first-place California Association of Public Information Officers (CAPIO) STAR Award for its video "A Story of Resilience" in the Consultant/Education category. The video spotlights fisheries biologists from the Environmental Mitigation and Monitoring Unit as they conducted annual surveys of Central California Coast Steelhead.

Valley Water was also recognized as a finalist in the Consultant Brand Awareness category for its partnership with the San Jose Sharks. As part of a broader branding campaign, Valley Water produced a series of videos featuring Sharks defenseman Mario Ferraro, mascot SJ Sharkie, and Valley Water's mascot, H2Cool.

Valley Water has also been selected as a finalist for the 2025 Association of California Water Agencies (ACWA) Excellence in Communications Award and the national Public Relations Daily Award for our Summer 2024 – Spring 2025 Water Conservation Campaign. The campaign featured stories by community members who have transformed their yards with the help of our landscape rebate program. Innovative strategies, such as geo-targeting single-family homes and delivering materials in the user's language of choice, maximizing the campaign's reach and engagement.

This summer, Valley Water was recognized by the National Association of Flood & Stormwater Management Agencies (NAFSMA) for promoting public awareness about flooding and emergency preparedness during the past winter season. NAFSMA's second-place national award for Excellence in Communications underscored our commitment to ensuring that residents in high-risk flood areas know the potential dangers, have signed up for alerts, and can find locations to obtain free sandbags in emergencies.

For further information, please contact Rachael Gibson at (408) 630-2884.

2. Planned 3-Week Silicon Valley Advance Water Purification Center (SVAWPC) Shutdown: November 30 – December 21, 2025

Starting November 30, 2025, the Silicon Valley Advanced Water Purification Center (SVAWPC) will be shut down for three weeks to perform annual maintenance and a major replacement of micro-filtration (MF) membranes.

During the shutdown, Valley Water will also inspect the center’s electrical system, and rehabilitate key equipment used in critical processes. Periodic preventive maintenance ensures the center remains safe, reliable, and fully operational. Maintenance activities requiring a full plant shutdown are coordinated with the San José–Santa Clara Regional Wastewater Facility, which supplies secondary-treated wastewater to SVAWPC. Shutdowns are scheduled for periods of lower recycled water demand.

South Bay Water Recycling customers may notice minor changes in water characteristics due to the temporary suspension of purified water blending from SVAWPC. The center is scheduled to return to service by end of day on December 21, 2025.

For further information, please contact Sam Bogale at (408) 630-3505.

3. Planned 6-Month West Pipeline (WPL) Shutdown – Phase I (October 30, 2025 – April 28, 2026)

Beginning October 30, 2025, the West Pipeline (WPL), the primary distribution pipeline served by the Rinconada Water Treatment Plant (RWTP), will enter the initial lockout/tagout phase on selected turnouts in preparation for the full WPL shutdown. The complete shutdown and the start of project construction activities are scheduled for November 1, 2025, marking the start of Phase I of the WPL Project. This phase includes installing a line valve at Quito Road in Saratoga, conducting pipeline inspections and repairs, rehabilitating appurtenances, and performing other maintenance and upgrade work. The pipeline is scheduled to return to service by April 28, 2026.

During this period, RWTP will operate intermittently and continue supplying water to San Jose Water Company’s More Avenue Turnout. Concurrent construction associated with the Rinconada Reliability Improvement Project and other maintenance activities will also occur at RWTP. The shutdown schedule has been coordinated with all WPL retailers, who will use groundwater and/or alternative supplies to meet demand.

For further information, please contact Sam Bogale at (408) 630-3505.

4. Safe, Clean Water Refill Station Closeout: Boys & Girls Clubs of Silicon Valley's Morgan Hill (El Toro) Clubhouse

In Fiscal Year (FY) 2025, Valley Water awarded Boys & Girls Clubs of Silicon Valley (BGCSV) a $5,000 Safe, Clean Water Program F9 Refill Station Grant for their Morgan Hill (El Toro) Clubhouse (Project). BGCSV completed the Project and submitted the final invoice items on June 18, 2025, allowing for grant closeout.

The Morgan Hill (El Toro) Clubhouse serves more than 200 at-risk youth annually through after-school and summer programs. Previously, drinking water was provided through portable water jugs carried daily by staff. The Project installed a new refill station near the bathrooms and provides a reliable source of clean drinking water. The installation improves water access during programming and supports youth, staff, and volunteers.

Key Outcomes:
- Provides reliable hydration for more than 200 youth participants annually.
- Supports 100+ volunteers and staff members with access to clean drinking water year-round.
- Installed the first permanent refill station at the Morgan Hill (El Toro) Clubhouse.

For further information, please contact Rachael Gibson at (408) 630-2884.

5. Safe, Clean Water Refill Station Grants Closeout: Morgan Hill Unified School District's FY 2023 F9 Barrett Elementary School A4748R, Los Paseos Elementary School A4740R, and PA Walsh STEAM Academy A4752R

In FY 2023, Valley Water awarded Morgan Hill Unified School District (MHUSD) three $5,000 Safe, Clean Water Program F9 Refill Grants for Barrett Elementary School, Los Paseos Elementary School, and PA Walsh STEAM Academy (Projects). MHUSD completed both the Los Paseos Elementary School and PA Walsh STEAM Academy refill stations on December 5, 2022, and the Barrett Elementary refill station on January 10, 2023. The final invoices for all three items were submitted on September 16, 2025, allowing for the grants' closeout.

Key Outcomes:
- MHUSD has installed water bottle refill stations at Barrett Elementary School, Los Paseos Elementary School, and PA Walsh STEAM Academy.
  - Strategically installed refill stations in high-traffic areas.
  - Increased accessibility to clean drinking water to students and faculty on campus.
  - Encouraged the use of reusable bottles and reduced reliance on plastic bottles.
    - Barrett Elementary School's multipurpose room refill station has filled 8,617 water bottles to date, and the playground refill station has filled 4,056 water bottles to date.
    - Los Paseos Elementary School refill station has filled 19,759 water bottles to date.
    - PA Walsh STEAM Academy refill station has filled 7,000 water bottles to date.

For further information, please contact Rachael Gibson at (408) 630-2884.

6. Safe, Clean Water Standard Grant Closeout: Grassroots Ecology's McClellan Ranch Community Garden Hedgerow

In FY 2022, Valley Water awarded Grassroots Ecology a $38,568.50 Safe, Clean Water Program F9 Standard Grant for their McClellan Ranch Community Garden Hedgerow Project (Project). Grassroots Ecology completed the Project and submitted the final invoice items in June 2025, allowing for grant closeout.

Grassroots Ecology is a 501(c)(3) nonprofit organization that engages and educates communities in the stewardship of local ecosystems through habitat restoration and environmental education. The Project transformed an overgrown, trash-filled corner of McClellan Ranch Nature Preserve in Cupertino into a thriving native plant hedgerow garden. The Project improved riparian and grassland meadow habitat, remediated pollutants from the adjacent community garden and animal ranch, and restored ecological connectivity along Stevens Creek. Activities supported by the grant included growing and planting watershed-specific native plants, removing invasive species, maintaining the plant site, and engaging volunteers in environmental restoration.

Key Outcomes:

- 304 community members engaged in 16 volunteer workdays and contributed over 780 volunteer hours in total.
    - 52% of volunteers were students between kindergarten through 12th grade.
    - 34% of volunteers were adults.
    - 14% of volunteers were young adults.
- Installed 21 native species with over 5,000 square feet of habitat planted.
- Removed invasive weeds including poison hemlock (Conium maculatum), stinging nettle (Urtica urens), and common horehound (Marrubium vulgare).

For further information, please contact Rachael Gibson at (408) 630-2884.

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7. Valley Water's Public Meeting on the Rinconada Water Treatment Plant Reliability Improvement Project Phases 3-6

On October 21, 2025, Valley Water hosted the biannual community meeting about the Rinconada Water Treatment Plant Reliability Improvement Project Phases 3-6, to provide the latest status update on the project and share responses to neighborhood concerns received to date.

Before the hybrid public event began, interested participants who signed up earlier were given a brief tour of the construction project, which was held from the upper deck of the Rinconada Water Treatment Plant.

Directors Jim Beall, Shiloh Ballard and Rebecca Eisenberg attended the meeting, along with City of Saratoga Mayor Belal Aftab and City of Saratoga Councilmember Kookie Fitzsimmons. Fifteen community members attended and five people joined online via Zoom. The presentation was followed by a question-and-answer session.

A link to the recording of the public meeting is available on the project website and Valley Water's YouTube channel.

For further information, please contact Rachael Gibson at (408) 630-2884.

Santa Clara Valley Water District

File No.: 25-0885

Agenda Date: 11/12/2025
Item No.: 5.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Receive the Safe, Clean Water Performance Audit Report for the Period Covering July 1, 2021, Through June 30, 2024, with Management's Response.

RECOMMENDATION:
Receive the Safe, Clean Water Performance Audit Report for the period covering July 1, 2021, through June 30, 2024, with management's response.

SUMMARY:
On October 2, 2024, a task order was issued to conduct the first audit of the renewed Safe, Clean Water and Natural Flood Protection Program (SCW Program or Program). The renewed SCW Program, effective July 1, 2021, replaced the previous 2012 Safe, Clean Water and Natural Flood Protection Program (2012 Program) in its entirety. To ensure accountability and transparency, the program requires the Valley Water Board of Directors to conduct independent professional audits of the SCW Program at least every five years while the Program is in effect.

At the request of the Independent Monitoring Committee (IMC) and subsequent Board direction, staff initiated this audit earlier than five (5) years. Valley Water engaged PMA Consultants to conduct this independent performance audit, which was approved at an estimated cost of $206,380.

The primary objective of this independent performance audit was to assess the renewed SCW Program implementation for the period covering July 1, 2021, through June 30, 2024. The audit focused on key aspects, including:

- Governance and Transparency: The audit evaluated the effectiveness of overall Program governance, managerial oversight, and independent monitoring, including the roles of the Board of Directors and the IMC. The audit also examined the transparency and accuracy of public reporting on Program progress and outcomes.
- Compliance: The audit verified the Program's compliance with key provisions of the Measure S tax measure. This included assessing whether funds were collected and expended appropriately and whether the Board-approved Change Control Process was properly implemented for project adjustments, modifications, and non-implementation.
- Performance: The audit assessed Valley Water's progress toward meeting the SCW Program's

six priorities and its key performance indicators (KPIs). This assessment included deep-dive reviews of a sample of projects to evaluate project management effectiveness in meeting scope, budget, and schedule commitments.

At the October 15, 2025, Board Audit Committee (BAC) meeting, staff presented the draft report with management responses and received feedback.

The purpose of this item is to present to the Board the renewed SCW Program Performance Audit Report with Management Response (Attachment 1).

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental impacts associated with this item. Audits are a tool utilized by the Board to monitor possible risks to the organization, and inform any guidance provided to staff to achieve the Board's priorities.

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: Audit Report
Attachment 2: PowerPoint

UNCLASSIFIED MANAGER:
Darin Taylor, 408-630-3068



Santa Clara Valley Water District

Safe, Clean Water and Natural Flood Protection Program (Measure S)

Performance Audit Report FY22 – FY24

Prepared by:

PMA Consultants
San Jose, California
July 2025

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EXECUTIVE SUMMARY

A. Introduction

The Santa Clara Valley Water District (Valley Water) ensures current and future water supplies, protects water resources from contaminants, provides flood protection, safeguards infrastructure from natural disasters, and restores ecosystems within Santa Clara County. In November 2020, voters in Santa Clara County approved Measure S, establishing the renewed Safe, Clean Water and Natural Flood Protection Program (SCW Program). This measure provides continued funding via a special parcel tax for projects delivering safe water, natural flood protection, and environmental stewardship. The renewed SCW Program, effective July 1, 2021, replaced the previous 2012 Safe, Clean Water and Natural Flood Protection Program in its entirety, carrying forward funding for previously identified capital projects and replacing other projects with comparable initiatives under the renewed program structure.

To ensure accountability and transparency, Measure S requires the Valley Water Board of Directors to conduct independent professional audits of the SCW Program at least every five years while the program is in effect. In fulfillment of this requirement, Valley Water engaged PMA Consultants to conduct this independent performance audit of the renewed SCW Program.

B. Overall Audit Objectives

The primary objective of this independent performance audit was to assess the renewed Safe, Clean Water and Natural Flood Protection (SCW) Program for the period covering July 1, 2021, through June 30, 2024. The audit evaluated key aspects of program implementation, including:

- **Governance and Transparency:** The audit evaluated the effectiveness of overall program governance, managerial oversight and independent monitoring, including the roles of the Board of Directors and the Independent Monitoring Committee (IMC), and assessed the transparency and accuracy of public reporting on program progress and outcomes.
- **Compliance:** The audit verified the program's compliance with key provisions of the Measure S tax measure. This included assessing whether funds were collected and expended appropriately and whether the Board-approved Change Control Process was properly implemented for project adjustments, modifications and non-implementation.
- **Performance:** The audit assessed Valley Water's progress toward meeting the SCW Program's six priorities and its key performance indicators (KPIs). This assessment included deep-dive reviews of a sample of projects to evaluate project management effectiveness in meeting scope, budget, and schedule commitments.

The remainder of this report provides the detailed procedures, findings, and recommendations resulting from this work.

C. Summary of Key Findings

The audit concluded that Valley Water has established the formal governance, oversight, and reporting structures mandated by Measure S, and the audit identified several noteworthy practices demonstrating effective program management. The audit also resulted in nine findings that identified opportunities for improvement. The key findings, which are summarized below, focus on opportunities to improve the processes for reporting project progress and to strengthen the governance of complex partnerships and program oversight.

Key findings are summarized below:

- **Opportunity to Improve Reporting for SCW Program Projects:** The audit identified opportunities to improve the processes used to report on the funding allocations and schedules for SCW Program projects. For project funding allocations, the methods for reconciling adjustments can be improved to ensure more accurate and timely reporting in the SCW Annual Report. Similarly, for project schedules, improving the reconciliation of changes approved in the Capital Improvement Program's Five-Year Plan (CIP Plan) would make it easier for stakeholders to trace the impact of adjustments on the delivery of project KPIs.
- **Governance and Partnership Complexity:** The audit identified governance challenges with the San Francisquito Creek flood protection project (Project E5), where Valley Water's evolution from project lead to funding partner has resulted in a misalignment between its accountability for a specific outcome and its current role and authority. Additionally, opportunities were identified to enhance the effectiveness of the Independent Monitoring Committee (IMC), and a prior audit recommendation regarding the Conflict of Interest policy for the IMC remains unresolved.

D. Summary of Key Recommendations

The recommendations in this report are intended to support Valley Water's continuing efforts to maintain and enhance a robust, transparent, and effective oversight and governance framework for the SCW Program. The key recommendations are:

- **Improve Reporting Processes and Transparency:** Strengthen the processes for reporting on SCW Program projects by requiring a formal reconciliation of all funding allocations and schedule changes. This will ensure changes approved through the CIP Plan are accurately translated and reported, improving the clarity and transparency of the SCW Annual Report.

- **Strengthen Governance and Partnership Management:** Enhance the management of key external partnerships, such as on the San Francisquito Creek flood protection project (Project E5), by developing tools to better track strategic decisions and risks, and continuing efforts to align project KPIs with Valley Water's evolving role. Strengthen the processes for recruiting IMC members and resolve the outstanding Conflict of Interest policy issue.

D. Findings, Recommendations, and Management Responses Overview

Our procedures identified improvement opportunities that are listed in the following table and presented in detail in the Procedures, Findings, and Recommendations section of this report. All improvement opportunities are also summarized in Appendix C.

Summary of observations	**Detail on Page #**
1. <u>The Program is Operating in Compliance with Key Measure S Provisions, with One Minor Procedural Discrepancy Noted</u> The audit identified a minor procedural discrepancy in how Valley Water files Measure S tax resolutions with Santa Clara County.	14
2. <u>Process for Reconciling SCW Project Funding Allocations with CIP Adjustments Needs Improvement to Enhance Reporting Reliability.</u> The process for reconciling SCW capital project funding allocations with CIP Plan adjustments needs improvement to support accurate and timely reporting in the SCW Annual Report.	15
3. <u>A Clearer Crosswalk is Needed between CIP and SCW Schedule Adjustments</u> A clearer crosswalk is needed between CIP and SCW schedule adjustments to improve transparency and traceability.	18
4. <u>A Prior Audit Recommendation Regarding the IMC Conflict of Interest Policy Remains Unresolved</u> A prior audit recommendation to implement a conflict-of-interest policy for the Independent Monitoring Committee (IMC) remains unresolved.	21
5. <u>Ongoing Vacancies on the Independent Monitoring Committee Impact its Effectiveness</u> Ongoing vacancies on the Independent Monitoring Committee have created challenges in meeting quorum requirements and distributing workload.	21

Summary of observations	Detail on Page #
6. Management of Key Partnership Projects Could Be Enhanced Valley Water's current management tools are not fully suited to its evolving role as a funding partner in externally led projects like Project E5.	23
7. The KPI for a Key Partnership Project is Misaligned with Valley Water's Role and Authority The KPI for Project E5 does not reflect Valley Water's current role as a funding partner and may overstate its accountability for project outcomes.	24
8. Performance Data Impacted by Inconsistent Data Entry and Reporting Discrepancies in operational data reporting for Projects D1 and F5 stemmed from inconsistent data entry and compilation.	24
9. KPIs that are Open-Ended or Do Not Fully Reflect Program Activities Pose Long-Term Financial and Communication Risks There is an opportunity to improve KPIs to ensure long-term financial sustainability and clearer communications. Project F1.1's KPI represents a perpetual maintenance commitment, and KPIs for Projects D1 and F3 could be enhanced for clarity and scope.	25

I. INTRODUCTION

A. Background on the Safe, Clean Water and Natural Flood Protection Program

In November 2020, Santa Clara County voters approved Measure S, establishing the renewed Safe, Clean Water and Natural Flood Protection Program (hereafter referred to as the "SCW Program" or "the Program"). This measure replaced the prior 2012 program of the same name and the original 2000 Clean, Safe Creeks and Natural Flood Protection Plan. Effective July 1, 2021, the renewed SCW Program provides a dedicated and continuous funding source through a special parcel tax levied on properties within the Santa Clara Valley Water District (Valley Water).

The purpose of the special tax is to fund projects and activities aligned with Valley Water's core mission areas. These missions include ensuring safe and reliable water supplies, protecting water resources from toxins, providing natural flood protection, safeguarding infrastructure from natural disasters, and restoring creek and bay ecosystems. The renewed Program's priorities were developed with community and stakeholder engagement to ensure alignment with the priorities of Santa Clara County residents. The Program operates on 15-year financial planning cycles and includes specific projects with Key Performance Indicators (KPIs) to monitor long-term performance and maintain accountability. As part of this long-term framework, Measure S also mandates that the Board of Directors evaluate the continued need for the special tax every fifteen years, ensuring ongoing public oversight.

The renewed SCW Program is organized around six key priorities that guide the allocation of funds and the execution of specific projects. The six priorities are:

- **Priority A: Ensure a Safe, Reliable Water Supply:** Focuses on upgrading water infrastructure, supporting water conservation efforts, and ensuring emergency water supply reliability.
- **Priority B: Reduce Toxins, Hazards, and Contaminants in Our Waterways:** Addresses water quality through pollution reduction, hazardous material response, supporting volunteer cleanups, and managing urban runoff.
- **Priority C: Protect Our Water Supply and Dams from Earthquakes and Other Natural Disasters:** Centers on the seismic retrofitting of critical infrastructure like Anderson Dam to ensure public safety and water supply security.
- **Priority D: Restore Wildlife Habitat and Provide Open Space:** Includes projects for managing vegetation, revitalizing habitats, improving fish passage, supporting ecological data collection, restoring natural creek functions, and conserving habitat lands.

- **Priority E: Provide Flood Protection to Homes, Businesses, Schools, Streets, and Highways:** Concentrates on major capital construction projects to reduce flood risk in vulnerable areas, often involving partnerships with federal and state agencies.
- **Priority F: Support Public Health and Public Safety for Our Community:** Encompasses a range of multi-benefit projects, including vegetation and sediment management for flood channel capacity, emergency response planning, encampment cleanups, and community grant programs.

B. Audit Objectives and Methodology

As mandated by Measure S, the primary objective of this performance audit was to provide the Board of Directors, stakeholders, and the public with an independent and transparent assessment of the renewed Safe, Clean Water and Natural Flood Protection (SCW) Program. The audit was designed to evaluate program governance, compliance, transparency, and performance since the renewed program's inception.

To achieve these objectives, the audit team performed procedures aligned with the key tasks outlined in the Scope of Work. The methodology for each major area of the audit is described below.

Prior Audit Documentation Review: The audit commenced with a review of prior audits of the 2012 Safe, Clean Water Program, including an initial audit dated June 1, 2017, and a closeout performance audit dated March 25, 2024. The findings from those reports were discussed with Valley Water management to provide context and inform the scope and focus of the current audit. Based on this review, it was determined that no modifications were needed to the planned scope of work.

Reporting and Transparency Review: To assess the program’s transparency, the audit team reviewed public-facing documents, including financial reports and project status updates, to evaluate their accuracy and clarity. The audit also included a review of the Independent Monitoring Committee's (IMC) roles and responsibilities as outlined in the SCW Program Resolution, along with related documentation such as meeting minutes and annual reports.

Program Oversight and Governance Review: The audit team evaluated the effectiveness of the program's governance framework and managerial oversight mechanisms. This included conducting interviews with key personnel, including members of the Board of Directors, the IMC, and Valley Water management, to understand oversight roles and responsibilities. The procedures also included assessing compliance with key provisions of the Measure S tax measure by reviewing financial data to determine if funds were collected and expended appropriately. Finally, the audit evaluated whether Valley Water is properly implementing the Board-approved Change Control Process for program adjustments.

Program and Project Performance Assessment: This phase of the audit assessed whether Valley Water is making reasonable progress toward meeting the Program's six priorities and associated Key Performance Indicators (KPIs). The methodology involved a multi-step process:

- **Project Selection:** To facilitate the review of program execution and progress, a representative sample of projects was selected from the renewed SCW Program. A judgmental sampling approach was used to select approximately one-third of the projects while ensuring diversity across several criteria, including representation from each of the program's six priorities, project budget size, and project complexity. The initial selection was discussed with Valley Water staff, leading to minor refinements to ensure adequate coverage.
- **Project Deep Dives:** For each selected project, the audit team performed deep-dive reviews to evaluate project management effectiveness. This included obtaining and evaluating project management artifacts (e.g., schedules, budgets, progress reports) and assessing performance against scope, schedule, budget, and KPIs. These procedures were designed to identify any deficiencies or challenges, such as funding delays or hyper-escalation, and to form a basis for recommending improvements.

C. Audit Scope and Period

The scope of this audit focused exclusively on the renewed SCW Program. The audit period covered program activities from July 1, 2021, through June 30, 2024, which aligns with the first three fiscal years of the program's implementation. This report reflects audit activities and the status of findings and recommendations as of July 28, 2025—the date fieldwork was completed. It does not reflect any subsequent developments or client actions occurring after that date.

To provide further clarity, the scope of this audit did not include: a review of the prior 2012 Safe, Clean Water Program, other than for historical context; an opinion on Valley Water's overall financial statements, as this was a performance audit, not a financial statement audit; a deep-dive review of every project within the SCW Program portfolio, as our work was based on a representative sample; or a technical validation of project designs or construction quality. Furthermore, the audit focused on assessing progress toward the formal Key Performance Indicators (KPIs) defined in the Measure S program text and did not include an evaluation of the ultimate attainment of the separate project "Benefits" that are also described in the SCW Annual Report. The audit assessed whether Valley Water is making "reasonable progress" toward its KPIs based on activities and evidence from the audit period; the objective was not to conclude on the ultimate achievement of long-term KPIs but to evaluate the program's management and progress to date.

D. Acknowledgements

The audit team wishes to thank the many individuals at Valley Water who contributed to this performance audit. We appreciate the time and effort provided by the Safe, Clean Water Program team and other staff, whose cooperation and responsiveness were essential to our work.

II. COMMENDATIONS

In addition to the findings and recommendations detailed later in this report, the audit identified several practices that demonstrate effective program management and oversight. These practices are highlighted to provide a balanced assessment of the program and to acknowledge areas of strength that support the successful implementation of the Safe, Clean Water Program.

- **Established and Transparent Governance Structure:** The audit confirmed that Valley Water has established the formal, multi-faceted governance structure mandated by Measure S, consisting of the Board of Directors, the Independent Monitoring Committee (IMC), and dedicated program staff. The Board provides ultimate oversight and decision-making authority, utilizing its standing committees for more detailed review of SCW projects. The IMC serves its mandated role of providing independent annual review and recommendations directly to the Board, and its operations are transparent, with information such as meeting dates, agendas, and minutes made publicly available. This overall structure creates a continuous cycle of oversight encompassing strategic planning, financial governance, and project monitoring.
- **Adherence to Annual Reporting Requirements:** Valley Water adheres to the Measure S requirements for both annual rate-setting and annual financial reporting. For each year of the audit period, the CEO prepared and published the SCW Annual Rate-Setting Report, which was formally accepted by the Board of Directors at a public meeting. Similarly, the Chief Financial Officer filed a fiscal year report with the Board in compliance with the required deadline. These annual reports contained the mandated information, including the amount of funds collected and expended and the status of authorized projects.
- **Public Access to Information:** Valley Water uses multiple channels to provide the public with access to program information. These include a monthly Valley Water eNewsletter with over 50,000 subscribers, project-specific email lists and public meetings, and the SCW Program webpages. These webpages feature an archive page that contains all program reports, change control documents, five-year implementation plans, and audit reports. Additionally, the SCW Program project pages are updated at least once each quarter.
- **Comprehensive Capital Project Management Framework:** The audit observed that SCW-funded capital projects are managed under a comprehensive framework guided by the Capital Improvement Program (CIP) Program Manual. This framework provides a strong foundation for project execution, including detailed work plans, phase-based delivery procedures, and a clear hierarchy of oversight meetings. While the findings in

this report identify opportunities to improve the reconciliation between the CIP and the SCW Program's external reporting, the underlying project management structure is a key strength.

- **Effective Performance of Operational Projects:** The audit of selected projects indicated that six of the seven[1] active operational, maintenance (e.g., performance-based), and fiscal-based projects included in our sample of projects are consistently meeting or exceeding their annual Key Performance Indicator (KPI) targets.
- **Strategic Use of Tiered KPIs for Risk Management:** The audit identified that the use of a tiered KPI structure for certain complex capital projects, which includes both a preferred KPI and a "local-funding-only" alternative, serves as an effective risk management tool, providing a pre-approved path for project progress under different funding scenarios.

[1] See Finding 9 on page 25 regarding Project D1 (Management of Riparian Planting and Invasive Plant Removal).

III. PROCEDURES, FINDINGS AND RECOMMENDATIONS

This section of the report presents the summary of findings and recommendations resulting from our audit procedures. The findings are organized by the major audit objectives outlined in Section I.

A. Reporting and Transparency

This area of the audit focused on assessing the transparency and accuracy of reporting on the renewed SCW Program's progress and outcomes, including the public disclosure of financial information, project status updates, and the roles and responsibilities of the Independent Monitoring Committee (IMC).

Procedures Performed

To evaluate reporting and transparency, audit procedures included reviewing key documents required by Measure S. This involved examining the Annual Rate-Setting Reports prepared by Valley Water's CEO for each year of the audit period to confirm they included the required proposed tax rates. We also reviewed the annual fiscal year reports prepared by the Chief Financial Officer to verify they were filed on time and contained the required information on funds collected and expended, and the status of funded projects. Additionally, the audit reviewed the operations of the Independent Monitoring Committee (IMC). Procedures included examining the public availability of meeting schedules, agendas, and minutes, and reviewing Valley Water's Conflict of Interest policy applicable to the IMC.

B. Program Oversight and Governance

This area of the audit focused on evaluating the overall program governance and the effectiveness of managerial oversight mechanisms. The audit also verified compliance with key provisions of the Measure S tax measure and the implementation of the Board-approved Change Control Process.

Procedures Performed

To evaluate program oversight and governance, our audit procedures were designed to assess the framework from multiple perspectives:

- **Review of the Governance Framework:** We reviewed the governance structure mandated by Measure S and established in Valley Water documentation. To understand the roles, responsibilities, and effectiveness of this structure, we conducted interviews with members of the Board of Directors, the Independent Monitoring Committee (IMC), and key Valley Water management and staff.

- **Assessment of Compliance:** To assess compliance with key provisions of Measure S, we reviewed publicly available documentation, including Annual Reports and Board meeting materials, to evaluate adherence to the measure's requirements. This included assessing whether program funds were collected and expended appropriately.
- **Evaluation of the Change Control Process:** We reviewed the Board-approved Change Control Process and examined a sample of project adjustments and modifications made during the audit period to determine if the process was being implemented as designed.

Findings, Recommendations and Management Responses

Finding 1: The Program is Operating in Compliance with Key Measure S Provisions, with One Minor Procedural Discrepancy Noted.

Issue: The audit's review of compliance with key Measure S provisions found that Valley Water adheres to the primary procedural, financial control, and reporting mandates. A minor discrepancy was noted regarding Measure S, Provision C, which specifies that tax resolutions be filed with the "Auditor-Controller" and the "County Recorder." Current practice involves filing these documents with the County Clerk-Recorder's Office and the County Tax Assessor's Office. This variance appears related to changes in County departmental structures since Measure S was drafted. While the specific titles of the offices differ, the filings appear to achieve the functional intent of the provision by ensuring the relevant county entities are formally notified for billing and recording purposes.

Risk: Without formal documentation explaining the variance between the procedural text in Measure S and current practice, there is a risk of perceived non-compliance with the voter-approved measure. Such perceived non-compliance may make it more difficult for future such initiatives to pass.

Recommendation: To address the minor discrepancy in filing offices for tax resolutions, Valley Water should formally document its assessment that the current process meets the functional intent of Measure S, Provision C. Furthermore, standard clarifying language should be incorporated into future Board resolutions to explicitly state the specific County offices where certified copies will be filed. These actions will enhance transparency by creating a clear and complete public record, demonstrating the Program's adherence to Measure S requirements.

Management's Response: Agree. Management agrees with the recommendation and staff will implement this recommendation.

Responsible Party: Chief Financial Officer (CFO), Financial Planning & Management Services Division.

Completion Date: Q4, FY26 for FY2026-2027 Annual Rate Setting Report (May 2026).

Finding 2: Process for Reconciling SCW Project Funding Allocations with CIP Adjustments Needs Improvement to Enhance Reporting Reliability.

Issue: To support Valley Water's ongoing efforts to improve the Safe, Clean Water (SCW) Program, this finding identifies an opportunity to enhance the reporting of long-term project funding allocation adjustments. Primarily there is a need to strengthen the procedural methods for reconciling CIP Plan adjustments to project funding allocations in order to increase data accuracy and reliability. Additionally, there is an opportunity to clarify the language in the Board-approved Change Control Process to specify what information regarding these adjustments will be reported and where information related to budget adjustments and changes to project funding allocations will be made publicly available. This issue is specific to the program's capital projects, as our audit work found no similar material discrepancies in the reporting for operational projects. Our audit of the SCW Program's capital project budgets found that the cumulative "Board Appv'd Adj" figures reported in Appendix A-1.2 of the SCW Annual Reports for FY23, and FY24 did not reconcile to supporting documentation. We were unable to determine the magnitude of the reconciliation discrepancies as performance of detailed reconciliations was outside the scope of our procedures, and staff's efforts to update the reconciliation is ongoing. In response to our inquiries, staff indicated they had identified an error in the methodology used for their detailed review of Board-approved adjustments, which was initiated as part of the FY24 reporting cycle. As staff explained, this methodology used the Capital Improvement Program's Five-Year Plan (CIP Plan) as the baseline for identifying funding allocation adjustments instead of the SCW Program's 5-Year Implementation Plan. While the Change Control Process for capital projects appropriately uses the CIP Plan cycle for approving changes, there is an opportunity to improve the methods used to identify, reconcile, and report those approved changes within the SCW Annual Report in an accurate and timely manner. Staff have been proactive in addressing this issue and plan to restate and republish the FY23 and FY24 annual reports once their detailed review and reconciliation is complete. The following recommendations are intended to support these ongoing improvement efforts.

Risk: When the funding allocation data presented in the SCW Annual Report is not presented in an accurate, complete, and timely manner, there is a risk that public accountability is diminished. This condition could have an impact on effective oversight by the Board.

Recommendation: To help ensure the accuracy, completeness and timeliness of the SCW Program's long-term budgetary reporting, we recommend that Staff revise the methods and processes used to identify, reconcile and report funding allocation adjustments within the SCW Annual Reports. This revised process should include:

1. **A Corrected and Auditable Baseline:** Complete an updated, comprehensive review and reconciliation of all Board-approved funding allocation adjustments made since FY22,

starting from the SCW 5-Year Implementation Plan. This corrected baseline must be documented and used for all future reporting.

2. **A Formal Reconciliation Procedure:** For any CIP change affecting a SCW project, a standard procedure must be followed to formally document the specific impact on the SCW Program's 15-year allocation. This reconciliation and supporting documentation must be retained as auditable evidence.
3. **Independent Review:** This SCW-specific reconciliation should be reviewed and approved by management before the SCW Annual Report is finalized.
4. **Accurate and Transparent Reporting:** Ensure the "Board Appv'd Adj" column in Appendix A-1.2 and its corresponding footnotes accurately reflect the reconciled, cumulative adjustments to only the renewed SCW Program funding allocations, clearly distinguishing it from the total project costs reported in the CIP Plan.
5. **Informed Board Approval of the CIP Plan:** When presenting the annual CIP Plan for Board approval, management should include a summary schedule that explicitly quantifies how proposed CIP planned expenditures will impact the 15-year funding allocations of the corresponding SCW Program projects. This ensures the Board is fully informed of the SCW Program implications at the time of the CIP decision.
6. **Clarify the Change Control Process Policy:** In conjunction with the procedural improvements, update the language in the Board-approved Change Control Process to better clarify how fiscal year budget adjustments and changes to project funding allocation will be made publicly available through reporting and posting on the Program's web page.

Management's Response: Agree. Management agrees with the recommendation. Staff will address the recommendation as follows:

1. **A Corrected and Auditable Baseline:** As noted in the report, staff is proactively addressing this issue. Staff completed a detailed review and reconciliation of all Board-approved funding allocation adjustments made since FY22 and republished the FY23 and FY24 annual reports. Staff is also implementing measures to strengthen and enhance processes for identifying, reconciling, and reporting funding allocation adjustments to Safe, Clean Water projects.
2. **A Formal Reconciliation Procedure:** Currently, the standard process for capital projects follows the annual Capital Improvement Program's Five-Year Plan (CIP Plan) development cycle, which includes Change Management Memos (CMMs) outlining scope, schedule and budget adjustments, financial analysis to determine fund impacts, CIP evaluation team review, recommendations for Board approval, and activation of the Change Control Process for any changes that affect any key performance indicators (KPIs). To address the audit recommendation and enhance accountability, staff plans to

strengthen this process by implementing a requirement for the CMMs to clearly identify impacts on Safe, Clean Water projects and developing a standardized reconciliation template to clearly quantify and document any SCW-related financial impacts from CIP changes. These documents will be retained as auditable evidence.

3. **Independent Review:** The SCW annual report is approved by the management, including Deputy Operating Officers, Chiefs, CFO, ACEO, and the CEO, prior to Board approval. The CFO will review and validate the standardized reconciliation template being developed prior to its implementation to clearly quantify and document any SCW-related financial impacts from the CIP Plan planned expenditure changes.
4. **Accurate and Transparent Reporting:** In future annual reports, staff will ensure that the Board Approved Adjustment column in Appendix A-1.2 and its footnotes accurately reflect that the reconciled, cumulative adjustments are specifically related to the renewed SCW Program funding allocations. It will clearly differentiate these adjustments from the total capital project reported in the CIP Plan.
5. **Informed Board Approval of the CIP:** The current Annual Process for Development of the CIP Five-Year Plan (CIP Plan Process) for Safe, Clean Water projects will be enhanced to implement the recommendation. Currently, staff brings to the Board all project scope, schedule, and cost changes. The Project Plan Updates attachment is presented every year to the Board to provide details regarding the changes incorporated into the CIP Plan and all Safe, Clean Water projects are noted with a reference to the SCW project number. Furthermore, through the financial modeling presented and discussed as part of the preliminary CIP plan and rate-setting process, staff assesses and determines if there are any impacts on the fund's health that would trigger the Safe, Clean Water Program's Change Control Process.

   To enhance clarity and visibility, staff plans to implement the following changes:

   a. Currently, any changes to the scope, schedule, or costs of a capital project must be documented through a Change Management Memo (CMM). This memo is submitted by the Project Manager to the Deputy Operating Officer for approval. The CMM template is being updated to specifically identify if the proposed change affects the scope, schedule, or cost of a SCW project. The memo will specify whether the change impacts the project KPI(s), the scheduled delivery date, or funding allocations. If any of these elements are affected, the CMM will indicate this, alerting staff to initiate the Change Control Process.
   b. The Project Plan Updates provided to the Board as part of the CIP Plan development will include information specific to each SCW project scope, schedule, or cost change. It will capture the impact of these changes and clearly state if it triggers the Program's Change Control Process.

c. Similarly, for Operating projects, the Budget Adjustment Form is being updated to clearly specify whether the requested adjustment is for an SCW project and whether it impacts the project's funding allocations and/or KPI delivery. If any of these elements are affected, the form will indicate this, alerting staff to initiate the Change Control Process.

6. **Clarify the Change Control Process Policy:** The Safe, Clean Water Program Change Control Process is being enhanced to expand opportunities for public engagement. The enhancement will include updating language to better clarify how fiscal year budget adjustments and changes to project funding allocation will be made publicly available through reporting and posting on the Program's web page. The enhanced Change Control Process, first presented to the Board in June 2025, is scheduled for formal approval in FY26 Q2.

These enhancements will ensure that all CIP planned expenditure changes affecting SCW projects are transparently assessed, clearly documented, and readily available for audit purposes.

Additional Clarification: It should be clarified that the SCW Annual Report is retrospective in nature and does not serve as a forward-looking planning document. Its primary purpose is to transparently report on progress and expenditures for public accountability. Accurate and complete financial information in the report is indeed vital for transparency and monitoring, and we are committed to achieving that. However, it is important to note that the data presented in the SCW Annual Report does not directly influence budget or funding decisions. These determinations are made through a separate, forward-looking process, namely, the long-term forecast and the financial modeling that supports the development of the CIP Plan and the rate-setting process. As part of this process, staff evaluate whether any funding needs impact the overall health of the SCW Fund and, if so, whether those impacts warrant action through the established Change Control Process.

Responsible Party: CFO, Financial Planning & Management Services Division (1, 3, 4, and 5.c) ; and Assistant Officer (AO), Office of Integrated Water Management – Business Planning and Analysis Unit (2, 5.a, 5.b, and 6).

Completion Date: Q4, FY26.

Finding 3: A Clearer Crosswalk is Needed between CIP and SCW Schedule Adjustments

Issue: Similar to the budget reporting process, there is an opportunity to enhance the transparency of project schedule reporting by providing a clearer crosswalk between the schedules presented in the CIP Plan and those in the SCW Annual Report. Additionally, there is an opportunity to clarify the language in the Board-approved Change Control Process to specify

what information will be reported and where information related to adjustments to project schedules will be made publicly available. The SCW Change Control Process appropriately uses the CIP Plan as the primary vehicle for approving schedule changes for capital projects. However, the two reports are prepared on different bases and at different times, which can make it challenging for an external stakeholder to independently reconcile the information. As management explained, a key reason for these differences is the timing of when each report is produced. The CIP Plan is adopted in May and reflects planned schedules and expenditures for the upcoming fiscal year. In contrast, the SCW Annual Report is published after the fiscal year has ended and reflects actual project developments. This can lead to situations where a project's schedule is adjusted in the SCW Annual Report based on year-end progress, but that change is not yet reflected in the already-published CIP Plan.

Risk: While this approach is reasonable for internal management, and the schedules in the SCW Annual Report are clear, the lack of a formal, public-facing reconciliation between these two reporting methodologies makes it difficult for stakeholders to independently trace the impact of a schedule change approved in the CIP Plan on the delivery of a project's KPI. This places the burden of reconciling the different reporting frameworks on the reader and reduces the ease with which stakeholders can track the impact changes to the CIP plans will have on the project's KPI schedule.

Recommendation: To improve the clarity and consistency of project schedule reporting, we recommend that Valley Water:

1. Continue the practice of clearly and visually differentiating the milestone for achieving a project's KPI from the milestones for other project phases (e.g., design, plant establishment, closeout) in the SCW Annual Report's schedule graphics.
2. Provide a clear reconciliation on the SCW Program webpage that illustrates and explains how Board-approved changes to capital project construction schedules in the CIP Plan impact the delivery schedule for the corresponding SCW Program KPI.
3. When presenting the annual CIP Plan for Board approval, explicitly report on how proposed schedule changes will affect the KPI delivery dates for SCW projects, ensuring the Board understands the direct impact on program commitments at the time of their decision.
4. In conjunction with the procedural improvements, update the language in the Board-approved Change Control Process to better clarify how adjustments to project schedules will be made publicly available through reporting and posting on the Program's web page.

Management's Response: Agree. Management agrees with the recommendation and will implement the following:

1. **Differentiated milestones:** In the Safe, Clean Water Program Annual Report schedule graphics, Valley Water will continue the practice of clearly and visually differentiating the milestone for achieving a project's KPI from the milestones for other project phases (e.g., design, plant establishment, closeout).
2. **Schedule Reconciliation:** At the end of each fiscal year, staff will provide the Board with a summary of all schedule adjustments impacting KPI delivery, including those approved as part of the Board's approval of the CIP Plan. Currently, these schedule adjustments are reported in the SCW Program annual report. Going forward, a consolidated summary will also be available to the public on the Program's webpage.
3. **CIP Plan Impacts on KPI Delivery:** The current CIP Plan Process for SCW projects will be enhanced to implement the recommendation. Currently, staff brings to the Board all project scope, schedule, and cost changes. The Project Plan Updates attachment is presented every year to the Board to provide details regarding the changes incorporated into the CIP Plan and all SCW projects are identified through the SCW project number.

   To enhance clarity and visibility, staff plans to implement the following changes:

   a. The CMM template is being updated to specifically identify if the proposed change affects the scope, schedule, or cost of a SCW project. The memo will specify whether the change impacts the project KPI(s), the scheduled delivery date, or funding allocations. If any of these elements are affected, the CMM will indicate this, alerting staff to initiate the Change Control Process.
   b. The Project Plan Updates provided to the Board as part of the CIP Plan development will include information specific to each SCW project scope, schedule, or cost change. It will capture the impact of these changes and clearly state if it triggers the Program's Change Control Process.
4. **Clarify the Change Control Process Policy:** The Safe, Clean Water Program Change Control Process is being enhanced to expand opportunities for public engagement. The enhancement will include updating language to better clarify how adjustments to project schedules will be made publicly available through reporting and posting on the Program's webpage. The enhanced Change Control Process, first presented to the Board in June 2025, is scheduled for formal approval in FY26 Q2.

Responsible Party: AO, Office of Integrated Water Management – Business Planning and Analysis Unit

Completion Date: Q4, FY26.

Finding 4: A Prior Audit Recommendation Regarding the IMC Conflict of Interest Policy Remains Unresolved

Issue: A 2024 closeout audit of the prior Safe, Clean Water Program recommended that Valley Water develop a conflict-of-interest policy for the Independent Monitoring Committee (IMC) to manage real or perceived conflicts. During our audit period, we noted that Valley Water is actively working to address this recommendation. However, a formal, updated Conflict of Interest framework specifically for the IMC has not yet been finalized and implemented.

Risk: Without a formal, implemented conflict-of-interest policy tailored to the specific advisory role of the IMC, there is a risk that real or perceived conflicts could arise. This could potentially undermine the credibility of the committee's independent oversight function and diminish public trust in the governance of the SCW Program.

Recommendation: We recommend that Valley Water finalize and implement a formal Conflict of Interest framework for the Independent Monitoring Committee.

Management's Response: Agree. Management agrees with the recommendation and on Sept. 23, 2025, the Board adopted a resolution establishing new conflict of interest disclosure requirements for IMC members.

Responsible Party: AO, Office of Integrated Water Management – Business Planning and Analysis Unit; and Clerk of the Board (COB), Office of the Clerk of the Board.

Completion Date: Q2, FY26.

Finding 5: Ongoing Vacancies on the Independent Monitoring Committee Impact its Effectiveness

Issue: Interviews with members of the Independent Monitoring Committee (IMC) highlighted operational challenges that could impact the effectiveness of this key oversight body. Members noted that ongoing vacancies on the committee have created difficulties in consistently attaining a quorum for meetings and have led to an uneven distribution of workload.

Risk: The operational challenges facing the IMC, including persistent vacancies, could hinder its ability to consistently and effectively fulfill its mandated oversight responsibilities. This could lead to delays in the IMC's annual review process, reduce the depth of its analysis, and ultimately weaken a key component of the SCW Program's public accountability framework.

Recommendation: To support Valley Water's ongoing efforts to ensure the effectiveness of the Independent Monitoring Committee, we recommend that management partner with the Board of Directors to enhance the processes for recruiting committee members. This could include:

- **Enhancing Recruitment:** Exploring additional recruitment strategies beyond standard website postings to identify, attract, and recruit qualified candidates to fill committee vacancies in a timely manner. This could involve targeted outreach to subject matter experts or community organizations.

Management's Response: Agree. Management agrees with the recommendation and staff will explore additional recruitment strategies in partnership with the Board of Directors.

Responsible Party: COB, Office of the Clerk of the Board.

Completion Date: Q4, FY26; and will be implemented on an ongoing basis.

C. Program and Project Performance

This area of the audit focused on assessing whether Valley Water is making reasonable progress toward meeting the SCW Program's six priorities and their associated Key Performance Indicators (KPIs). This assessment was based on detailed reviews of a representative sample of projects to evaluate project management effectiveness and the adequacy of the KPIs themselves.

Procedures Performed

To evaluate program and project performance, the audit team performed the following procedures:

- **Assessed Progress Toward KPIs:** We assessed Valley Water's progress toward meeting the Program's six priorities by evaluating the reported progress for a selection of projects against their established KPIs. Our assessment included a review of progress documented in the FY22, FY23, and FY24 SCW Annual Reports and an evaluation of documented project challenges and risks impacting KPI achievement.
- **Reviewed KPI Adequacy and Structure:** We reviewed the KPIs for the selected projects to determine their adequacy and inherent achievability. This review included an assessment of each KPI's clarity and measurability, its alignment with the corresponding Program Priority, and its structure in measuring project outputs (e.g., construction deliverables) versus community outcomes (e.g., parcels protected).
- **Evaluated Project Management:** We performed deep-dive reviews of the selected projects to understand and evaluate how each is being managed. This included conducting interviews with Project Managers and other key staff to discuss the management of project scope, budget, schedule, and progress toward achieving KPIs.

- **Verified Project Artifacts:** We obtained and evaluated a variety of project management artifacts, such as project plans, work-tracking reports, budget vs. actual expenditure reports, and risk assessments. The purpose of this review was to identify process strengths, deficiencies, and challenges, and to obtain evidence supporting the reported progress towards reported project milestones.

Findings, Recommendations and Management Responses

Finding 6: Management of Key Partnership Projects Could Be Enhanced

Issue: For Project E5 (San Francisquito Creek Flood Protection), Valley Water's role has evolved from project lead to that of a primary funder and influential partner within the San Francisquito Creek Joint Powers Authority (SFCJPA). The project's existing management mechanisms, which are designed for direct project execution, may not be the most effective tools for managing this evolving role. This presents an opportunity to supplement existing processes with a more strategic tool to effectively track risks to Valley Water's investment, coordinate its positions on key issues, and document decisions within the multi-agency partnership.

Risk: Without a formal mechanism to track and manage its position on key decisions within the partnership, there is a risk that Valley Water may not be able to effectively influence project outcomes, protect its financial investment, or ensure alignment with its strategic goals. This could lead to a misalignment of priorities between Valley Water and the lead agency, potentially impacting the project's success and the return on public funds.

Recommendation: To effectively manage its role in externally led partnerships like Project E5, Valley Water should develop and implement a 'Strategic Decision & Risk Log' to formalize its partnership management. This tool would serve as a formal mechanism to 1) identify and monitor the key technical, funding, and governance decisions being managed by the partner agency; 2) formally document Valley Water's official position on each critical issue; 3) identify the associated risks to Valley Water's investment and policy goals; and 4) define and track a proactive position strategy.

Management's Response: Agree. Management agrees with the recommendation and where applicable, staff will develop and implement a Strategic Decision & Risk Log to formalize its partnership management.

Responsible Party: Chief Operating Officer (COO), Watersheds.

Completion Date: Q4, FY26.

Finding 7: The KPI for a Key Partnership Project is Misaligned with Valley Water's Role and Authority

Issue: The KPI for Project E5 holds Valley Water accountable for delivering a specific community outcome (protecting parcels from a 70-year flood event), yet Valley Water no longer has the direct control or authority to ensure this outcome is achieved. The transfer of project leadership to the SFCJPA means the KPI, as currently worded, does not accurately reflect Valley Water's role as a funding partner, making it an inadequate measure of its performance and accountability for the public funds invested.

Risk: When a project's KPI is not aligned with Valley Water's actual role and authority, there is a risk that the organization will be held accountable for outcomes it cannot control. This can lead to a misrepresentation of Valley Water's performance, diminish public accountability, and make it difficult to accurately assess the effectiveness of its contributions to the project.

Recommendation: Valley Water should continue to formalize the re-evaluation of the Project E5 KPI to align it with current realities. This evaluation should consider options for shifting the KPI from an outcome-based metric to one that measures Valley Water's specific, controllable contributions, such as a funding or partnership-based deliverable.

Management's Response: Agree. Management agrees with the recommendation and staff will reevaluate Project E5: San Francisquito Creek Flood Protection KPIs to determine how best to reflect current realities. If it is determined that modifications to the KPIs are required, management will propose them in accordance with the Change Control Process.

Responsible Party: COO, Watersheds.

Completion Date: Q4, FY26.

Finding 8: Performance Data Impacted by Inconsistent Data Entry and Reporting

Issue: For the two projects noted below, the performance information included in the SCW Annual Reports does not align with detailed operational activities performed. Our audit identified an opportunity to improve the processes for entering data into the Maximo work management system and compiling data from the system for reporting.

- **Project D1 (Management of Riparian Planting and Invasive Plant Removal),** Variances exist between the operational data recorded in the Maximo work management system and the summary figures published in the SCW Annual Reports because of incorrect summary information being pulled from the system. While these variances did not materially affect the project's overall achievement of its KPI targets for the years reviewed, this represents an opportunity to strengthen procedural controls.

- **Project F5 (Good Neighbor Program: Encampment Cleanup)**, Our sample of work orders reviewed identified instances where the amount of work recorded in completed work orders differed from the amount of work expected and actually performed. These differences in the manual entry of "acreage of work accomplished" resulted in both under-reported and over-reported amounts of the acreage in our sample of work orders. As a result of our audit, staff have corrected the data entry errors identified and are performing a review of similar data to ensure its accuracy.

These two observations—the first related to the compilation of summary data for Project D1 and the other to the initial entry of source data for Project F5—point to an opportunity to improve procedures for ensuring data integrity from its initial entry in Maximo to its final publication in the SCW Annual Report.

Risk: When operational data is not accurately entered into the source system, or when it is not correctly compiled for reporting, there is a risk that the reliability of performance data in the SCW Annual Report could be diminished. This could reduce the ability of stakeholders to independently validate the program's progress.

Recommendation: We recommend that management enhance procedures for entering operational data into the Maximo work management system and compiling data for reporting to ensure accuracy and reliability. These procedures should include, at a minimum,

- **Data Review Processes:** Implement a supervisory review for key data fields (such as acres managed for Project F5) within Maximo work orders to verify data accuracy, comparing the amounts entered against expected results.
- **Data Reporting:** Define processes for extracting data from source systems and for reconciling detailed supporting data to the figures that will be published in the SCW Annual Report, to ensure accuracy and completeness.

Management's Response: Agree. Management agrees with the recommendations and staff will develop a process to verify that the data entered is aligned with the work performed.

Responsible Party: Deputy Operating Officer (DOO), Watersheds Operations and Maintenance Division.

Completion Date: Q4, FY26.

Finding 9: KPIs that are Open-Ended or Do Not Fully Reflect Program Activities Pose Long-Term Financial and Communication Risks

Issue: There is an opportunity to improve KPIs to ensure long-term financial sustainability and clearer communications. The KPI for Project F1.1 ("Maintain completed flood protection

projects for flow conveyance") represents a perpetual maintenance commitment. While appropriate for the project's flood protection function, an open-ended commitment of this nature poses a long-term financial commitment and risk for the program. For projects D1 and F3, the audit identified instances where specific KPI language could be enhanced for clarity and scope. The KPI for Project D1 (Management of Riparian Planting and Invasive Plant Removal) focuses exclusively on removing *Arundo donax*, which does not fully capture the work done by Valley Water on other high-priority invasive species. For Project F3 (Flood Risk Assessment Studies), the KPI's reference to "FEMA standards" for map updates could be misinterpreted by stakeholders, as the primary deliverable is an internal planning map, not an official FEMA regulatory map.

Risks:

- Project F1.1: A perpetual maintenance commitment creates a potential long-term financial risk, as unforeseen increases in future maintenance costs could consume a disproportionate amount of SCW Program funds. This could impact the funding available for other new projects and priorities in future 15-year cycles of the program.
- Projects D1 and F3: When KPI language is not clear or does not fully reflect the scope of work being performed, there is a risk of miscommunicating the program's accomplishments and challenges to the public and oversight bodies. This can lead to a misunderstanding of the project's value and progress and could create incorrect expectations about project deliverables.

Recommendation: Valley Water should enhance its review of 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. Should this review identify the need for a modification to a KPI, management should use the established Change Control Process to bring a formal proposal to the Board.

Management's Response: Management acknowledges the recommendation. Staff is assessing related policies and processes. Depending on the outcome of those efforts, Valley Water may consider modifying the KPI in the current 15-year financial cycle or revisit it in the next 15-year financial cycle.

Responsible Party: COO, Watersheds.

Completion Date: Q4, FY26.

IV. APPENDICES

A. List of Projects Selected for Review

To facilitate the review of SCW Program execution and progress, a representative sample of projects was selected from the projects included in the renewed SCW Program.

Selection Rationale and Criteria

A judgmental sampling approach was used to select approximately one-third of the projects (11 projects were chosen). The key criteria used for selecting the sample and ensuring diversity included:

- Representation from each of the SCW Program's six priorities.
- Proportional representation based on total project budget, with more selections from priorities having higher total budgets.
- Inclusion of projects managed by different project managers and across different Valley Water divisions.
- A mix of large and small projects based on budget.
- Representation of various Key Performance Indicator (KPI) types.
- Consideration of project complexity and geographic location.
- Exclusion of projects that had not yet started or were in very early stages, as they offered limited audit evidence.
- Adaptation of the selection as needed, such as adjusting selections between priorities to ensure adequate coverage.

The initial selection was discussed with Valley Water staff, leading to minor refinements.

Final Sampled Projects

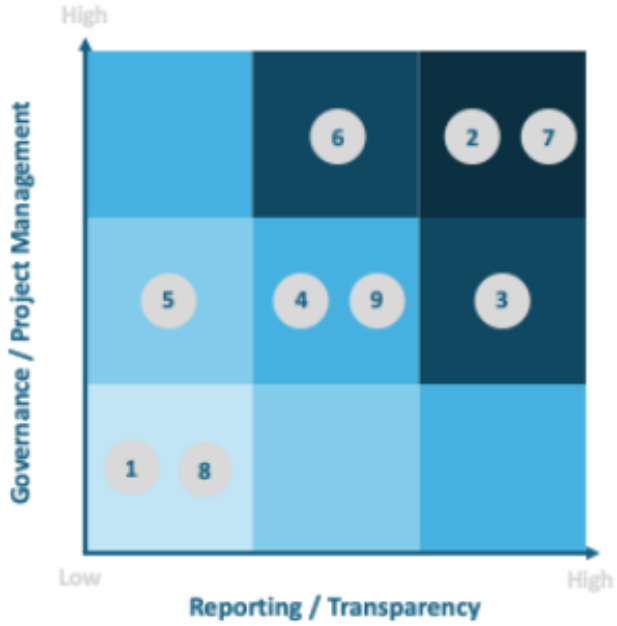
The final list of 11 projects selected for detailed audit procedures, including interviews and documentation review, is as follows:

- A2: Water Conservation Rebates and Programs
- B1: Impaired Water Bodies Improvement
- C1: Anderson Dam Seismic Retrofit
- D1: Management of Riparian Planting and Invasive Plant Removal
- D4: Fish Habitat and Passage Improvement Projects (including D4.1-D4.5 subprojects)

- E1: Coyote Creek Flood Protection
- E5: San Francisquito Creek Flood Protection: SF Bay to Upstream of Hwy 101
- E6: Upper Llagas Creek Flood Protection
- F1.1: Vegetation Control for Capacity (Flood Protection)
- F3: Flood Risk Assessment Studies
- F5: Good Neighbor Program: Encampment Cleanups

B. Prioritization of Findings

To assist the reader, this appendix summarizes the audit findings and assigns a priority level (High, Medium, or Low) to each. The priority is judgmentally determined by assessing the finding's impact on two key areas: 1) internal **Governance and Project Management** and 2) external **Reporting and Transparency**. Findings with a high impact on either area are assigned a high priority.



Finding No.	Topic	Finding Title	Priority (High / Medium / Low)
1	Measure S	The Program is Operating in Compliance with Key Measure S Provisions, with One Minor Procedural Discrepancy Noted	Low
2	Change Control / Annual Reporting	Process for Reconciling SCW Project Budgets with CIP Adjustments Needs Improvement to Enhance Reporting Reliability.	High
3	Change Control / Annual Reporting	A Clearer Crosswalk is Needed between CIP and SCW Schedule Adjustments	High
4	IMC	A Prior Audit Recommendation Regarding the IMC Conflict of Interest Policy Remains Unresolved	Medium
5	IMC	Ongoing Vacancies on the Independent Monitoring Committee Impact its Effectiveness	Medium
6	Project E5	Management of Key Partnership Projects Could Be Enhanced	High
7	Project E5	The KPI for a Key Partnership Project is Misaligned with Valley Water's Role and Authority	High
8	Projects D1 & F5	Performance Data Impacted by Inconsistent Data Entry and Reporting	Low
9	Project F1, D1 & F3	KPIs that are Open-Ended or Do Not Fully Reflect Program Activities Pose Long-Term Financial and Communication Risks	Medium

C. Summary of Findings, Recommendations and Management Responses

Issue and Recommendation Summary		Responsible Party	Summary of Management Response/Implementation Plan
Finding 1: The Program is Operating in Compliance with Key Measure S Provisions, with One Minor Procedural Discrepancy Noted			
Issue:	The audit identified a minor procedural discrepancy in how Valley Water files Measure S tax resolutions with Santa Clara County. While the measure specifies filing with the Auditor-Controller and County Recorder, current practice is to file with the County Clerk-Recorder and Tax Assessor, reflecting changes in County office structure.	CFO, Financial Planning & Management Services	Agree.
Recommendation:	Formally document the assessment that the current process meets the functional intent of Measure S, Provision C. Furthermore, incorporate clarifying language into future Board resolutions to explicitly state the specific County offices where certified copies will be filed. Document the rationale supporting the current filing process and include clarifying language in future Board resolutions specifying why certified copies are filed with the current County offices.		Management agrees with the recommendation and staff will implement this recommendation. **Implementation Date:** Q4, FY26 for FY2026-2027 Annual Rate Setting Report (May 2026).

Issue and Recommendation Summary		Responsible Party	Summary of Management Response/Implementation Plan
Finding 2: Process for Reconciling SCW Project Funding Allocations with CIP Adjustments Needs Improvement to Enhance Reporting Reliability (Priority High)			
Issue:	The process for reconciling SCW capital project funding allocations with adjustments approved in the CIP Plan needs improvement to support accurate and timely reporting in the SCW Annual Report.	CFO, Financial Planning & Management Services and AO, Office of Integrated Water Management – Business Planning and Analysis Unit	Agree. Management agrees with the recommendation and staff will implement the recommendation. **Implementation Date:** Q4, FY26.
Recommendation:	Revise methods for identifying, reconciling, and reporting SCW funding allocation adjustments. Establish a corrected baseline, create a formal reconciliation process for CIP changes, require management review before publication, and clarify public reporting expectations in the Change Control Process.		

Issue and Recommendation Summary		Responsible Party	Summary of Management Response/Implementation Plan
Finding 3: A Clearer Crosswalk is Needed between CIP and SCW Schedule Adjustments (Priority High)			
Issue:	A clearer crosswalk is needed between CIP and SCW project schedule adjustments to improve transparency for stakeholders. Currently, differences in reporting cycles and formats make it challenging to track the impact of schedule changes on KPI delivery.	AO, Office of Integrated Water Management – Business Planning and Analysis Unit	Agree.
Recommendation:	Continue the practice of clearly and visually differentiating the milestone for achieving a project's KPI from the milestones for other project phases; illustrate and explain how adjustments to capital project schedules in the CIP Plan impact the delivery schedule for the corresponding SCW Program KPI; when presenting the annual CIP Plan for Board approval, explicitly report on how proposed schedule changes will affect the KPI delivery dates for SCW projects; and update the Change Control Process to clarify how schedule changes will be made publicly available through reporting and posting on the Program's web page.		Management agrees with the recommendation and staff will implement the recommendation. **Implementation Date:** Q4, FY26.

Issue and Recommendation Summary		Responsible Party	Summary of Management Response/Implementation Plan
Finding 4: A Prior Audit Recommendation Regarding the IMC Conflict of Interest Policy Remains Unresolved			
Issue:	A prior audit recommendation to implement a conflict-of-interest policy for the Independent Monitoring Committee (IMC) has not yet been finalized or implemented.	AO, Office of Integrated Water Management – Business Planning and Analysis Unit and COB, Office of the Clerk of the Board	Agree.
Recommendation:	Finalize and implement a formal Conflict of Interest framework for the Independent Monitoring Committee.		Management agrees with the recommendation and on Sept. 23, 2025, the Board adopted a resolution establishing new conflict of interest disclosure requirements for IMC members. **Implementation Date:** Q2, FY26.
Finding 5: Ongoing Vacancies on the Independent Monitoring Committee Impact its Effectiveness			
Issue:	Ongoing vacancies on the IMC have made it challenging to consistently meet quorum requirements and distribute workload among members.	COB, Office of the Clerk of the Board	Agree.
Recommendation:	Partner with the Board to enhance recruitment strategies, to identify, attract, and recruit qualified candidates.		Management agrees with the recommendation and staff will explore additional recruitment strategies in partnership with the Board of Directors. **Implementation Date:** Q4, FY26.

Issue and Recommendation Summary		Responsible Party	Summary of Management Response/Implementation Plan
Finding 6: Management of Key Partnership Projects Could Be Enhanced (Priority High)			
Issue:	Valley Water's role in this externally led partnership, Project E5, has shifted from project lead to funding partner. The project's existing management mechanisms, designed for direct project execution, may not be the most effective tools for managing this evolving role.	COO, Watersheds	Agree.
Recommendation:	Implement a Strategic Decision & Risk Log to identify and monitor key decisions, document Valley Water's official positions, assess associated risks, and guide proactive engagement.		Management agrees with the recommendation and where applicable, staff will develop and implement a Strategic Decision & Risk Log to formalize its partnership management. **Implementation Date:** Q4, FY26.

Issue and Recommendation Summary		Responsible Party	Summary of Management Response/Implementation Plan
Finding 7: The KPI for a Key Partnership Project is Misaligned with Valley Water's Role and Authority (Priority High)			
Issue:	The KPI for Project E5 holds Valley Water accountable for a community outcome it no longer directly controls due to the transfer of leadership to the SFCJPA. The KPI, as currently worded, does not accurately reflect Valley Water's role.	COO, Watersheds	Agree.
Recommendation:	Continue to re-evaluate the KPI, shifting from an outcome-based metric to one that measures Valley Water's specific, controllable contributions, such as a funding or partnership-based deliverable.		Management agrees with the recommendation and staff will reevaluate Project E5: San Francisquito Creek Flood Protection KPIs to determine how best to reflect current realities. If it is determined that modifications to the KPIs are required, management will propose them in accordance with the Change Control Process. **Implementation Date:** Q4, FY26.

Issue and Recommendation Summary		Responsible Party	Summary of Management Response/Implementation Plan
Finding 8: Performance Data Impacted by Inconsistent Data Entry and Reporting			
Issue:	Inconsistent processes for entering and compiling operational data impacted the accuracy of reported performance figures. For Project F5, inconsistencies were noted in the initial entry of source data, while for Project D1, reported figures in the SCW Annual Report varied from the underlying data in the Maximo system.	DOO, Watersheds Operations and Maintenance Division	Agree.
Recommendation:	Enhance procedures to ensure accurate data entry and processes for ensuring final reports align with source data.		Management agrees with the recommendations and staff will develop a process to verify that the data entered is in alignment with the work performed. **Implementation Date:** Q4, FY26.

Issue and Recommendation Summary		Responsible Party	Summary of Management Response/Implementation Plan
Finding 9: KPIs that are Open-Ended or Do Not Fully Reflect Program Activities Pose Long-Term Financial and Communication Risks			
Issue:	KPIs could be improved to support long-term financial sustainability and more accurately reflect the scope of program activities. Project F1.1's KPI represents a perpetual maintenance commitment, while KPIs for Projects D1 and F3 could be enhanced for clarity and scope.	COO, Watersheds	Acknowledge.
Recommendation:	Enhance review of 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.		Management acknowledges the recommendation. Staff is assessing related policies and processes. Depending on the outcome of those efforts, Valley Water may consider modifying the KPI in the current 15-year financial cycle or revisit it in the next 15-year financial cycle. **Implementation Date:** Q4, FY26.

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SCW Audit

Review and Discussion

Summary Findings, Recommendations and Management Responses

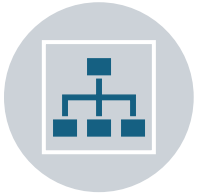
PMA Consultants

Audit Objective

Assess the renewed SCW Program (July 1, 2021 – June 30, 2024), including:

1. **Governance & Transparency:** Evaluated program governance, Board and managerial oversight, and independent monitoring. Assessed the transparency and accuracy of public reporting.
2. **Compliance:** Verified adherence to Measure S provisions, appropriate fund collection/use, and proper implementation of Board-approved Change Control Process.
3. **Performance:** Assessed progress toward the SCW Program's six priorities and KPIs. This included deep-dive reviews of sample projects to determine effectiveness in meeting scope, budget, and schedule commitments.

Commendations



Established and Transparent Governance Structure: VW has established the formal, multi-faceted governance structure consisting of the Board of Directors, the Independent Monitoring Committee (IMC), and dedicated program staff.



Adherence to Annual Reporting Requirements: Valley Water adheres to the Measure S requirements for both annual rate-setting and annual financial reporting.



Public Access to Information: Valley Water uses multiple channels to provide the public with access to program information.



Comprehensive Capital Project Management Framework: The SCW-funded capital projects are managed under a comprehensive framework guided by the CIP Program Manual, providing a strong underlying project management structure.



Effective Performance of Operational Projects: 6 of 7 active projects (operational, maintenance and fiscal-based) are meeting or exceeding annual KPIs.

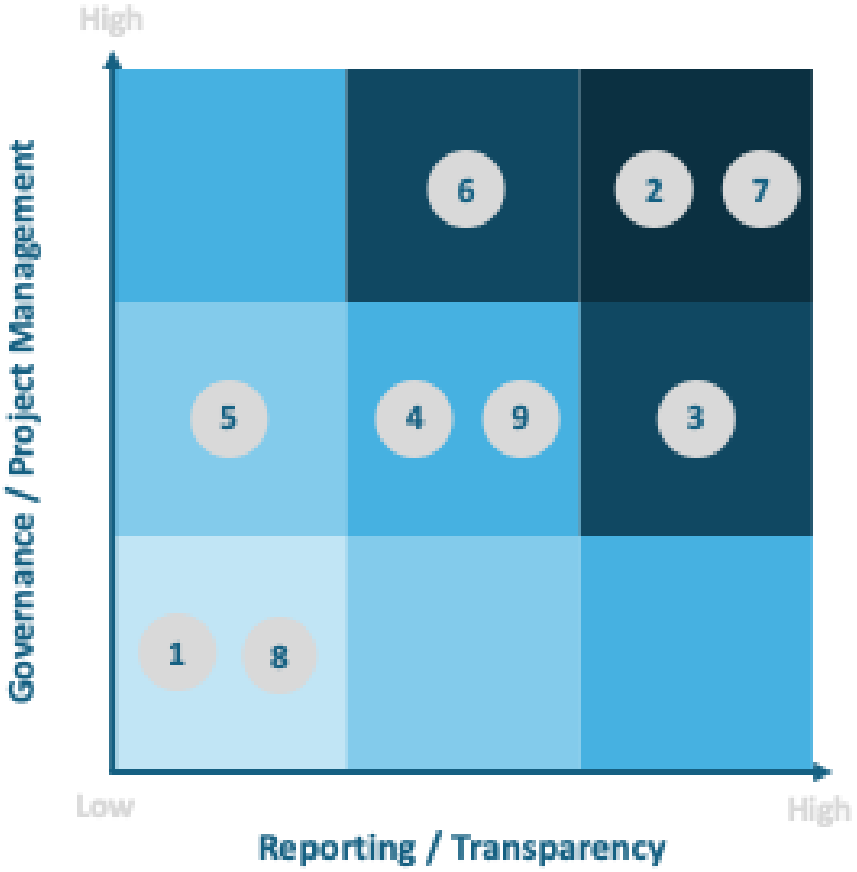


Strategic Use of Tiered KPIs for Risk Management: Tiered KPIs used in complex capital projects serve as an effective risk management tool.

Summary of Key Recommendations

1. Improve Reporting Processes and Transparency	a. Improve the process for reconciling SCW Project funding allocations with CIP Plan changes to support accurate and timely reporting in the SCW Program Annual Report. (*#2*) b. A clearer crosswalk is needed between the CIP and SCW schedule adjustments to improve transparency and traceability. (*#3*)
2. Strengthen Governance and Partnership Management	a. Enhance the management of key external partnerships, such as on the San Francisquito Creek flood protection project, by developing tools to better track strategic decisions and risks, and continuing efforts to align project KPIs with Valley Water's evolving role. *(#6 and #7*) b. Strengthen the processes for recruiting IMC members and resolve the outstanding Conflict of Interest policy issue. (*#5 and #4*)

Summary of Findings and Priorities



Finding No.	Topic	Finding Title	Priority (High / Medium / Low)
1	Measure S	The Program is Operating in Compliance with Key Measure S Provisions, with One Minor Procedural Discrepancy Noted	Low
2	Change Control / Annual Reporting	Process for Reconciling SCW Project Budgets with CIP Adjustments Needs Improvement to Enhance Reporting Reliability.	High
3	Change Control / Annual Reporting	A Clearer Crosswalk is Needed between CIP and SCW Schedule Adjustments	High
4	IMC	A Prior Audit Recommendation Regarding the IMC Conflict of Interest Policy Remains Unresolved	Medium
5	IMC	Ongoing Vacancies on the Independent Monitoring Committee Impact its Effectiveness	Medium
6	Project E5	Management of Key Partnership Projects Could Be Enhanced	High
7	Project E5	The KPI for a Key Partnership Project is Misaligned with Valley Water's Role and Authority	High
8	Projects D1 & F5	Performance Data Impacted by Inconsistent Data Entry and Reporting	Low
9	Project F1, D1 & F3	KPIs that are Open-Ended or Do Not Fully Reflect Program Activities Pose Long-Term Financial and Communication Risks	Medium

Measure S Provisions

Issue and Recommendation Summary		Responsible Party	Summary of Management Responses
Finding 1: The Program is Operating in Compliance with Key Measure S Provisions, with One Minor Procedural Discrepancy Noted.			
Issue:	The audit identified a minor procedural discrepancy in how Valley Water files Measure S tax resolutions with Santa Clara County. While the measure specifies filing with the Auditor-Controller and County Recorder, current practice is to file with the County Clerk-Recorder and Tax Assessor, reflecting changes in County office structure.	CFO, Financial Planning & Management Services Division	Agree.
Rcmd:	Formally document the assessment that the current process meets the functional intent of Measure S, Provision C. Furthermore, incorporate clarifying language into future Board resolutions to explicitly state the specific County offices where certified copies will be filed. Document the rationale supporting the current filing process and include clarifying language in future Board resolutions specifying why certified copies are filed with the current County offices.		Management agrees with the recommendations and staff will implement this recommendation. Implementation Date: Q4, FY26 for FY2026-2027 Annual Rate Setting Report (May 2026)

Change Control & Annual Reporting

Issue and Recommendation Summary		Responsible Part	Summary of Management Responses
Finding 2: Process for Reconciling SCW Project Funding Allocations with CIP Adjustments Needs Improvement to Enhance Reporting Reliability.			
Issue:	The process for reconciling SCW capital project funding allocations with adjustments approved in the CIP Plan needs improvement to ensure reporting in the SCW Annual Report is accurate, complete, and timely.	CFO, Financial Planning & Management Services and AO, Office of Integrated Water Management – Business Planning and Analysis Unit	Agree.
Rcmd:	Revise methods for identifying, reconciling, and reporting SCW funding allocation adjustments. Establish a corrected baseline, create a formal reconciliation process for CIP changes, require management review before publication, and clarify public reporting expectations in the Change Control Process.		Management agrees with the recommendations and staff will implement the recommendations. **Implementation Date:** Q4, FY26

Change Control & Annual Reporting

Issue and Recommendation Summary		Responsible Part	Summary of Management Responses
Finding 3: A Clearer Crosswalk is Needed between CIP and SCW Schedule Adjustments			
Issue:	A clearer crosswalk is needed between CIP and SCW project schedule adjustments to improve transparency for stakeholders. Currently, differences in reporting cycles and formats make it challenging to track the impact of schedule changes on KPI delivery.	AO, Office of Integrated Water Management – Business Planning and Analysis Unit	Agree.
Rcmd:	Continue the practice of clearly and visually differentiating the milestone for achieving a project's KPI from the milestones for other project phases; illustrate and explain how adjustments to capital project schedules in the CIP Plan impact the delivery schedule for the corresponding SCW Program KPI; when presenting the annual CIP Plan for Board approval, explicitly report on how proposed schedule changes will affect the KPI delivery dates for SCW projects; and update the Change Control Process to clarify how schedule changes will be made publicly available through reporting and posting on the Program's web page.		Management agrees with the recommendations and staff will implement the recommendations. **Implementation Date:** Q4, FY26

Independent Monitoring Committee

Issue and Recommendation Summary		Responsible Party	Summary of Management Responses
Finding 4: A Prior Audit Recommendation Regarding the IMC Conflict of Interest Policy Remains Unresolved			
Issue:	A prior audit recommendation to implement a conflict-of-interest policy for the Independent Monitoring Committee (IMC) has not yet been finalized or implemented.	AO, Office of Integrated Water Management – Business Planning and Analysis Unit and COB, Office of the Clerk of the Board	Agree.
Rcmd:	Finalize and implement a formal Conflict of Interest framework for the Independent Monitoring Committee.		Management agrees with the recommendation and on Sept. 23, 2025, the Board adopted a resolution establishing new conflict of interest disclosure requirements for IMC members. **Implementation Date:** Q2, FY26.
Finding 5: Ongoing Vacancies on the Independent Monitoring Committee Impact its Effectiveness			
Issue:	Ongoing vacancies on the IMC have made it challenging to consistently meet quorum requirements and distribute workload among members.	COB, Office of the Clerk of the Board	Agree.
Rcmd:	Partner with the Board to enhance recruitment strategies, to identify, attract, and recruit qualified candidates.		Management agrees with the recommendation and staff will explore strategies in partnership with the Board of Directors. **Implementation Date:** Q4, FY26; and will be implemented on an ongoing basis.

Project E5 - San Francisquito Creek Flood Protection

Issue and Recommendation Summary		Responsible Party	Summary of Management Responses
Finding 6: Management of Key Partnership Projects Could Be Enhanced			
Issue:	Valley Water's role in this externally led partnership, Project E5, has shifted from project lead to funding partner. The project's existing management mechanisms, designed for direct project execution, may not be the most effective tools for managing this evolving role.	COO, Watersheds	Agree.
Rcmd:	Implement a Strategic Decision & Risk Log to identify and monitor key decisions, document Valley Water's official positions, assess associated risks, and guide proactive engagement.		Management agrees with the recommendation and where applicable, staff will develop and implement a Strategic Decision & Risk Log to formalize its partnership management. **Implementation Date:** Q4, FY26
Finding 7: The KPI for a Key Partnership Project is Misaligned with Valley Water's Role and Authority			
Issue:	The KPI for Project E5 holds Valley Water accountable for a community outcome it no longer directly controls due to the transfer of leadership to the SFCJPA. The KPI, as currently worded, does not accurately reflect Valley Water's role.	COO, Watersheds	Agree.
Rcmd:	Continue to re-evaluate the KPI, shifting from an outcome-based metric to one that measures Valley Water's specific, controllable contributions, such as a funding or partnership-based deliverable.		Management agrees with the recommendation and staff will re-evaluate Project E5: San Francisquito Creek Flood Protection KPIs to reflect current realities. If it is determined that modifications to the KPIs are required, management will propose these modifications in accordance with the Change Control Process. **Implementation Date:** Q4, FY26

Date Entry and Reporting – Projects D1 and F5

Issue and Recommendation Summary		Responsible Party	Summary of Management Responses
Finding 8: Performance Data Impacted by Inconsistent Data Entry and Reporting			
Issue:	Inconsistent processes for entering and compiling operational data impacted the accuracy of reported performance figures. For Project F5, inconsistencies were noted in the initial entry of source data, while for Project D1, reported figures in the SCW Annual Report varied from the underlying data in the Maximo system.	DOO, Watersheds Operations and Maintenance Division	Agree.
Rcmd:	Enhance procedures to ensure accurate data entry and processes for ensuring final reports align with source data.		Management agrees with the recommendations and staff will develop a process to verify that the data entered is in alignment with the work performed. **Implementation Date:** Q4, FY26

KPI Clarification – Project's D1, F1, and F3

Issue and Recommendation Summary		Responsible Party	Summary of Management Responses
Finding 9: KPIs that are Open-Ended or Do Not Fully Reflect Program Activities Pose Long-Term Financial and Communication Risks			
Issue:	KPIs could be improved to support long-term financial sustainability and more accurately reflect the scope of program activities. Project F1.1's KPI represents a perpetual maintenance commitment, while KPIs for Projects D1 and F3 could be enhanced for clarity and scope.	COO, Watersheds	Acknowledge.
Rcmd:	Enhance review of 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.		Management acknowledges the recommendation. Staff is assessing related policies and processes. Depending on the outcome of those efforts, Valley Water may consider modifying the KPI in the current 15-year financial cycle or revisit it in the next 15-year financial cycle. **Implementation Date:** Q4, FY26

Santa Clara Valley Water District

File No.: 25-0975

Agenda Date: 11/12/2025
Item No.: *5.2.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Consider the October 27, 2025, Water Supply and Demand Management Committee Recommendation to Approve the Proposed Agreement with the Wheeler Ridge-Maricopa Water Storage District for 6,234 Acre-Feet of Storage Capacity in Sites Reservoir for up to $618,500, Increasing Santa Clara Valley Water District's Project Participation Level from 0.2% to 0.66%, for a Total of 9,351 Acre-Feet of Storage.

RECOMMENDATION:
Consider the October 27, 2025, Water Supply and Demand Management Committee recommendation to:

A. Approve execution of the proposed assignment Agreement with Wheeler Ridge-Maricopa Water Storage District for 6,234 acre-feet of storage capacity in Sites Reservoir for up to $618,500, which would increase Santa Clara Valley Water District's Project participation level from 0.2% to 0.66%, for a total of 9,351 acre-feet of storage; and
B. Provide feedback and recommendations to staff as necessary.

SUMMARY:
The Sites Reservoir Project (Project) is a proposed 1.5 million acre-foot (AF), off-stream reservoir that would be located north of the Delta approximately 10 miles west of the town of Maxwell in Colusa County. The Project is designed to divert excess flows on the Sacramento River during storms and store it in Sites Reservoir, which can then be released to provide water supply during dry years. In addition to providing water supply for Project participants, the Project will provide public benefits including environmental water supply, recreation facilities, and regional flood benefits. Current members of the Sites Project Authority (Authority) and Reservoir Committee (Participants) include both Central Valley Project water agencies north of the Delta and State Water Project (SWP) water agencies south of the Delta. There is also state and federal participation in the Project through the California Department of Water Resources and U.S. Bureau of Reclamation. The Project is one of several investment options evaluated in the Water Supply Master Plan 2050 (WSMP) planning process to help ensure water supply reliability.

Santa Clara Valley Water District (Valley Water) currently has a 0.2% participation level in the Project, which corresponds to a storage capacity of 3,117 AF and an expected dry year yield of 690 acre-feet

(AF) of water. In June 2022, Valley Water's Board approved a request to be placed on the waitlist to increase Valley Water's participation level in the Project up to a maximum of 2.65% participation, which corresponds to a storage capacity of 37,404 AF and an expected dry year yield of 8,270 AF.

Valley Water currently has the opportunity to increase its participation level in the Project from 0.2% to 0.66%. Wheeler Ridge-Maricopa Water Storage District (Wheeler Ridge), another Sites participant and SWP contractor, is interested in reducing its participation in the Project from 19,014 AF of storage capacity to 12,780 AF of storage capacity, a reduction of 6,234 AF. Wheeler Ridge has offered to assign 6,234 AF of storage capacity to Valley Water in exchange for Valley Water reimbursing Wheeler Ridge for their planning costs paid to date for this storage capacity, which is $608,500. In addition, Valley Water would also reimburse Wheeler Ridge for staff and attorney costs associated with the development and execution of the Assignment Agreement, up to a maximum reimbursement of $10,000.

Project participation is currently governed by the Reservoir Project Agreement which bases planning costs off of a participant's requested annual yield. Requested annual yield is a metric that was developed in the early stages of the project as a communication tool and is only used for setting participation levels during the planning phase of the Project. The 6,234 AF of storage capacity Wheeler Ridge is offering to assign to Valley Water corresponds to 1,000 AF of requested yield. Total planning costs to date for the Project are $608.50 per acre-foot of requested yield, which totals $608,500 for 1,000 AF of requested yield. Therefore, Valley Water's total costs for the assignment is approximately $618,500, accounting for reimbursement of both the Project planning costs and for the development of the Assignment Agreement.

If Valley Water and Wheeler Ridge execute the attached Assignment Agreement (Attachment 1), the Agreement would then be brought before the Sites Authority Board and Reservoir Committee for their consent. The Authority and each Project Agreement Member needs to provide written consent to the assignment for it to become effective.

If this Assignment Agreement becomes effective and Valley Water increases its participation level to 0.66%, Valley Water will still have the option to withdraw from the Project or adjust its final participation level when it makes its final participation decision.

Project Costs & Water Supply Benefits

The Project capital costs are estimated to be in the range of $6.2 billion to $6.8 billion (in 2025 dollars), with an additional 10-15% construction contingency for change orders during construction. The overall costs including the contingency could be in the range of $6.8 billion to $7.8 billion. If Valley Water moves forward with the assignment, the Valley water's share of the estimated capital cost range would increase from $15 million to $17 million at its current 0.2% participation level to approximately $45 million to $52 million at the increased 0.66% participation level. Cost ranges for Valley Water's current participation level, the increased participation level if the assignment is approved, and maximum waitlisted participation level are shown in Table 1 below.

At Valley Water's existing 0.2% participation level (3,117 AF of storage), the average dry year yield is expected to be approximately 690 AF per year. If Valley Water moves forward with the assignment and increases its participation to 0.66% (9,351 AF of storage), the average dry year yield is

approximately 2,070 AF per year.

Table 1. Estimated Project Costs and Water Supply Yield by Participation Level.

	0.2% Participation (Existing Level)	**0.66% Participation (After Assignment)**	**2.65% Participation (Max Waitlisted)**
Storage Capacity Allocation (AF)	3,117	9,351	37,404
Requested Yield (AF)	500	1,500	6,000
Modeled Average Annual Yield (AF)	380	1,140	4,550
Modeled Dry Year Annual Yield (AF)	690	2,070	8,270
Estimated Capital Costs (millions $2025)	$15M - $17M	$45M-$52M	$181M- $207M
Annualized Unit Cost ($/AF)	$1,400/AF - $1,800/AF		

Next Steps

As the Project moves towards the Investor Commitment Period, Valley Water staff will continue analyzing the Project's costs, benefits, risks, and participation terms in preparation for making a recommendation to the Board on our final participation decision through the adaptive management process of the WSMP 2050. Staff are continuing to explore other opportunities to partner with Sites participants to potentially increase our participation if analyses indicate that increased participation is beneficial. Staff anticipate returning to this Committee in early 2026 for the next update.

ENVIRONMENTAL JUSTICE IMPACT:
There is no environmental justice impact associated with this item.

FINANCIAL IMPACT:
Funding to cover the up to $618,500 payment for 6,234 acre-feet of Wheeler Ridge's storage capacity in Sites Reservoir is included in the FY 2025-26 Adopted Budget under the Imported Water Program project, Project No. 91131004. Future costs associated with the increased participation level of 0.66% will be included in the Proposed FY 2026-27 & FY 2027-28 Operating and Capital Rolling Biennial Budget and in long-term financial modeling.

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. The proposed action is administrative and pertains to the modification of Valley Water's Project participation and allocation under an existing project planning agreement.

The Sites Project Authority certified its Final Environmental Impacts Report for the Project in November 2023. Valley Water will make responsible agency findings on the FEIR under CEQA when required for future Board action.

ATTACHMENTS:
Attachment 1: Agreement
Attachment 2: PowerPoint

UNCLASSIFIED MANAGER:
Vincent Gin, 408-630-2633

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment Agreement") is made and entered into as of _____ ___, 2025("Execution Date"), by and between **Wheeler Ridge-Maricopa Water Storage District**, a California water storage district formed and existing pursuant to Water Code section 39000, et seq. ("Assignor" or "District"), and **Santa Clara Valley Water District**, a California special district created by Legislature ("Assignee"), sometimes referred to herein collectively as the "parties" and singularly as a "party," with reference to the following facts:

WHEREAS, Assignor is a Project Agreement Member under that certain *"SITES PROJECT AUTHORITY - 2019 RESERVOIR PROJECT AGREEMENT DATED AS OF APRIL 1, 2019 BY AND AMONG SITES PROJECT AUTHORITY AND THE PROJECT AGREEMENT MEMBERS LISTED HEREIN"* as amended from time to time ("Project Agreement"), which is attached as **Exhibit A** hereto and incorporated herein by this reference;

WHEREAS, Assignor is willing to assign its rights to 6,234 acre-feet (of Assignor's 19,014 acre-feet) of project storage allocation (Box b of Project Agreement Exhibit, A), 1,000 acre-feet (of Assignor's current 3,050 acre-feet) of its estimated annualized Project releases or yield (Box a of Project Agreement, Exhibit A), and 0.5902% (of Assignor's 1.8%) of total project Agreement Member storage (Project Agreement, Exhibit A "Percent") (hereinafter, "Amount of Participation Percentage") of Assignor's Participation Percentage (as defined in the Project Agreement), on the terms described in this Assignment Agreement;

WHEREAS, Assignee is also a Project Agreement Member under said Project Agreement;

WHEREAS, Section 12 of the Project Agreement provides for assignments of Sites Project Participation among Project Agreement Members as follows:

> *"Section 12 Assignment; Binding on Successors. Except as otherwise provided in this Project Agreement, the rights and duties of the Project Agreement Members may not be assigned or delegated without the written consent of the other Project Agreement Members and the [Sites Project] Authority, which consent shall not be unreasonably withheld. Any attempt to assign or delegate such rights or duties in contravention of this Project Agreement shall be null and void. Project Agreement Members may assign and delegate their rights and duties under this Project Agreement to other Project Agreement Members, and they may assign, sell, trade, or exchange all or a fraction of the potential benefits (e.g. acre-feet of water supply, megawatt-hours of power) they expect to receive through their participation in this Project Agreement. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Project Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the Project Agreement Members*."; and

WHEREAS, Assignee understands that Assignor is willing to facilitate the assignment and assumption of all rights and obligations associated with the Amount of Assignor's Participation Percentage, provided that Assignor is fully indemnified, defended, and held harmless for any claims including legal challenges arising out of or relating to the assignment and assumption, and Assignor makes no representations or warranties whatsoever regarding the validity of said assignment and assumption or the rights being assigned, or what environmental review or approvals may be required to effectuate the same.

NOW, THEREFORE, for valuable consideration received, the Parties hereby agree as follows:

1. Assignment and Assumption. Subject to Assignee having first obtained all necessary approvals and consents and having satisfied all required conditions precedent pertaining to the effectiveness of the subject assignment and assumption at no cost to Assignor, including, without limitation, having obtained the written consents required by Section 12 of the Project Agreement, Assignor hereby permanently assigns, transfers, conveys and delegates to Assignee all of Assignor's rights, obligations and liabilities in and to Assignor's right to 6,234 AF (of Assignor's 19,014 acre-feet) of project storage allocation (Box b of Project Agreement Exhibit, A), 1,000 acre-feet (of Assignor's current 3,050 acre-feet) of its estimated annualized Project releases or yield (Box a of Project Agreement, Exhibit A), and 0.5902% (of Assignor's 1.8%) of total project Agreement Member storage (Project Agreement, Exhibit A "Percent") ("Amount of Participation Percentage"), and Assignee hereby accepts the foregoing assignment, transfer, conveyance and delegation, and hereby assumes and agrees to perform all of Assignor's obligations and liabilities under the Project Agreement and otherwise relating to the Assignor's Amount of Participation Percentage whether arising from this or any other applicable agreement or approval concerning the Sites Project from and after the Effective Date hereof as defined immediately below.

   Without limiting the scope of Assignee's obligation as described above, Assignee shall be responsible for all future Sites Project costs and any past Sites Project cost adjustments based on Amount of Participation associated with the assignment and assumption of this Amount of Participation Percentage, and Assignor shall be relieved of same but only with respect to the assignment and assumption of Assignor's Amount of Participation Percentage that is the subject of this Assignment Agreement.

2. Effective Date. This Assignment Agreement shall become effective upon the *latest* of the following events: written consent to this assignment by the other Project Agreement Members and the Sites Project Authority; and execution by both parties to this Assignment Agreement by their duly authorized representatives.

3. Payment. Assignee shall pay Assignor $608.50 per acre-foot for the amount of its estimated annualized Project releases or yield assigned ($608,500) minus its deposit payment within 30 days of the Effective Date. Also, upon billing by Assignor, Assignee shall reimburse Assignor for its staff and attorney costs associated with developing and executing the Assignment Agreement, which costs shall not exceed $10,000.

4. Deposit/Time is of the Essence. Assignee shall deposit $30 per acre-foot of the assigned Participation Percentage ($30,000) to Assignor within 14 days of execution of this Assignment Agreement. The Deposit shall be applied toward the Payment.

   Time is of the essence. The Parties shall diligently pursue the necessary approvals with a target for approval by all Project Agreement Members and by the Sites Project Authority by February 1, 2026. In the event that any Project Agreement Member or the Sites Project Authority refuses to provide a written consent to this assignment by this date, the Deposit shall be refunded in full to Assignee within 30 days thereafter unless both Parties mutually agree in writing to continue this February 1, 2026 deadline to a later date.

5. Termination. Assignee or Assignor shall have the right to terminate this Assignment Agreement upon 30 days' notice to the other party. If Assignee gives notice of terminating this Assignment Agreement, the Deposit shall be forfeited. If Assignor terminates this Assignment Agreement, the Deposit shall be refunded to Assignee within 30 days of such notice of termination.

6. Indemnification. Assignee agrees to indemnify, defend and hold harmless Assignor, and its respective officers, directors, agents, attorneys, contractors and employees from and against any and all threatened and actual claims, demands, liens, losses, injuries, damages, liabilities, causes of action, suits, judgments, expenses and costs (including but not limited to reasonable attorneys' paralegals' and expert witness fees and litigation costs, including pre-litigation and post-litigation costs) (collectively, "Claims") that are or may hereafter be incurred by Assignor that arise out of or otherwise relate (in whole or in part) to any acts or omissions associated with entry into or implementation of this Assignment Agreement, including, without limitation, the assignment and assumption of rights and obligations and liabilities associated with the Participation Percentage to Assignee, including but not limited to any Claims concerning compliance with Public Resources Code section 21000, et seq. ("CEQA"), as may be required in order for Assignor to assign its Participation Percentage for use by Assignee as provided herein.

7. Environmental Review/Legal Compliance. Assignor and Assignee acknowledge that the Sites Project Authority certified its Final Environmental Impact Report ("FEIR") and issued approval for the Sites Project on or about November 17, 2023, and that the certification and approval were upheld in a judgment issued in *Friends of the River, et al. v. Sites Project Authority, et al., Yolo County Superior Court, Case No. CV2023-2626*, which trial court judgment was affirmed by the Third Appellate District Court of Appeals on September 20, 2024. Assignor makes no representations or warranties and expresses no opinion regarding whether the subject assignment and assumption are covered by the FEIR, exempt from CEQA review, or whether further environmental review may be required for the same. Assignee shall be solely responsible for all costs associated with determining whether any further CEQA review is required and conducting any further environmental review as may be necessary in order for the subject assignment and assumption to comply with CEQA and any other applicable law and regulations and requirements. Assignee shall act as lead agency for any CEQA compliance, if required,

unless some other public agency is required by law to act as lead agency. In the event Assignor is required to act as lead or responsible agency for any CEQA review, then Assignee shall reimburse Assignor for all costs of doing so, and, if requested by Assignor, shall enter into a separate agreement in a form acceptable to Assignor for such purpose. In the event further CEQA review is required, the Parties each retain their full and independent discretion under CEQA to consider and adopt mitigation measures and alternatives, including the alternative of not implementing the assignment and assumption of Assignee's Participation Percentage.

8. Costs of Defense of Legal Action. Without limiting Assignor's rights to be indemnified as provided in Section 6 above, in the event of any legal action by a third party to challenge implementation of this Assignment Agreement, Assignor shall cooperate in the defense thereof but shall be fully indemnified, as provided in Section 6 above, and Assignee shall, at its sole discretion, either retain counsel to represent Assignor or instead reimburse Assignor for its reasonable attorneys' fees and costs in defending itself in such litigation.

9. No Warranties. Assignor makes no representations or warranties whatsoever regarding the rights being assigned or obligations being assumed in connection with this Assignment Agreement, including, without limitation, the nature, extent or status of the Sites Project or its costs or yield, now or in the future, or what environmental review or approvals or conditions may be required to be obtained or need to be satisfied to enter into or implement this Assignment Agreement or whether it will be possible to obtain such review or approvals or satisfy such conditions.

10. Authority. The undersigned representatives of the Parties hereby represent and warrant that they are authorized to execute this Assignment Agreement.

11. Notice. Written notice may be provided by either party to the other by first-class mail, postage prepaid, to the following addresses:

Assignee: Santa Clara Valley Water District,
5750 Almaden Expressway,
San Jose, CA 95118,
Attn: Cindy Kao, Imported Water Unit Manager

Assignor: Wheeler Ridge-Maricopa Water Storage District
12109 Highway 166
Bakersfield, CA 93313
Attn: Sheridan Nicholas, Engineer-Manager

12. Further Assurances. Subject to Assignee reimbursing Assignor for any required costs as specified herein, each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts reasonably necessary in connection with the performance of their obligations hereunder.

13. Binding Effect. All of the terms and provisions of this Assignment Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

14. Governing Law; Venue. This Assignment Agreement shall in all respects be governed by the laws of the State of California.

15. Recovery of Litigation Expenses. In the event action be instituted by any Party to enforce any of the terms and provisions contained herein, the prevailing party in such action shall be entitled to its reasonable attorneys' fees, costs and expenses as may be fixed by the Court.

16. Execution in Counterparts. This Assignment Agreement may be executed in two or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this and Assumption Agreement as of the Effective Date first above written.

Assignee: SANTA CLARA VALLEY WATER DISTRICT

BY:_____
Melanie Richardson, Interim Chief Executive Officer

Assignor: WHEELER RIDGE- MARICOPA WATER STORAGE DISTRICT

BY:_____
Sheridan Nicholas, Engineer-Manager

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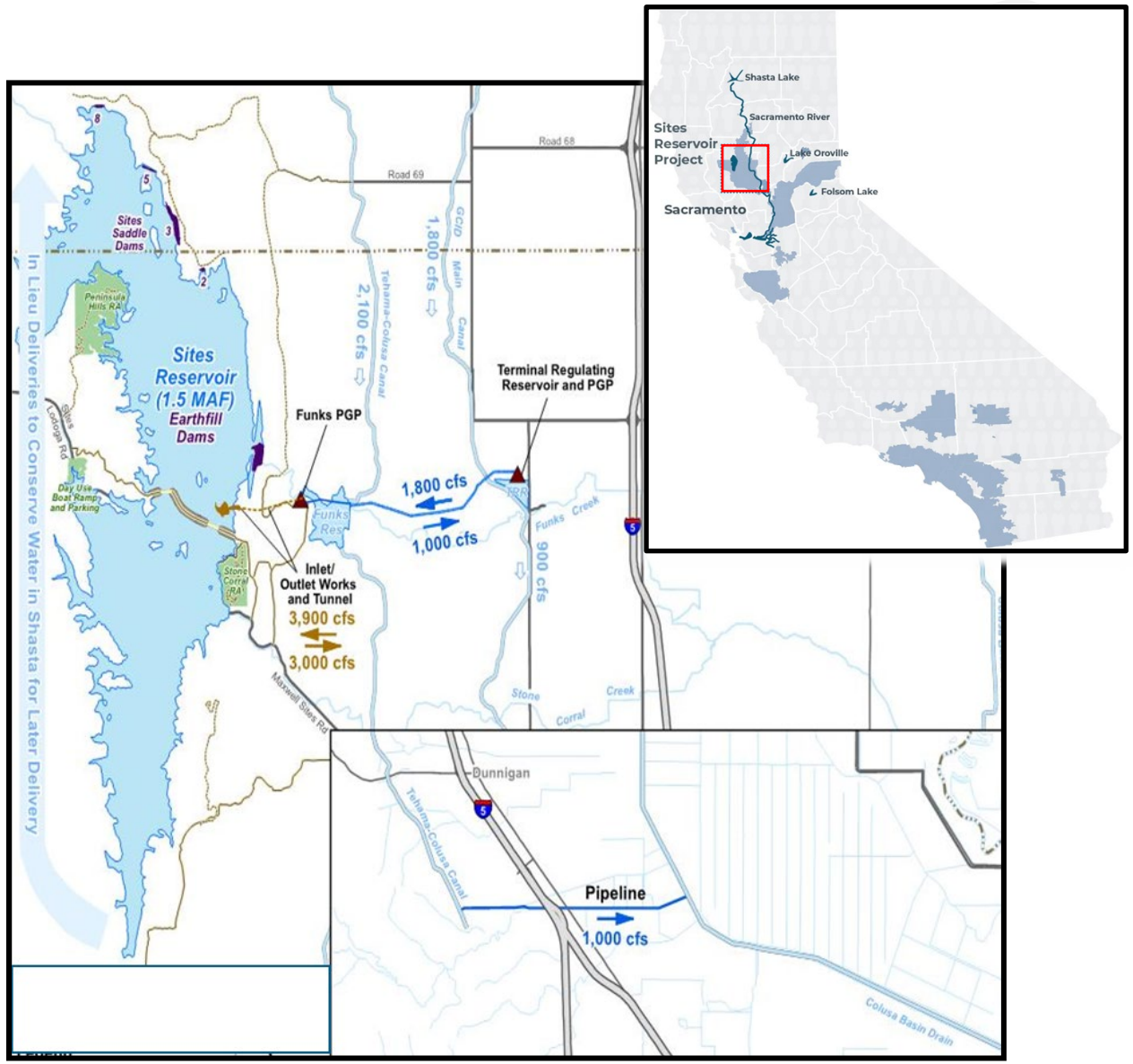
Sites Reservoir Project Update

November 12, 2025

Valley Water

Project Overview

- 1.41 MAF Off-Stream Reservoir
- Diverts and stores excess flows from winter storms
- Cost range: $6.8B-$7.8B
- Project is fully subscribed
  - State and Federal participation
  - 22 Local Agencies (including VW)
- Waitlist to Join the Project



Opportunity to Increase Participation Level

- Wheeler Ridge-Maricopa Water Storage District is offering to assign 6,234 AF of storage space to Valley Water
- Would increase Valley Water's total storage to 9,351 AF
- Valley Water would reimburse Wheeler Ridge for:
  - $608,500 for planning costs paid to date
  - Costs for development and execution of assignment agreement

Opportunity to Increase Participation Level

- Sites Authority Board and Reservoir Committee members must approve the assignment
  - Reservoir Committee member agencies must provide written consent for assignment
- Assignment agreement not in effect until all approvals are received

Project Costs & Water Supply Benefits

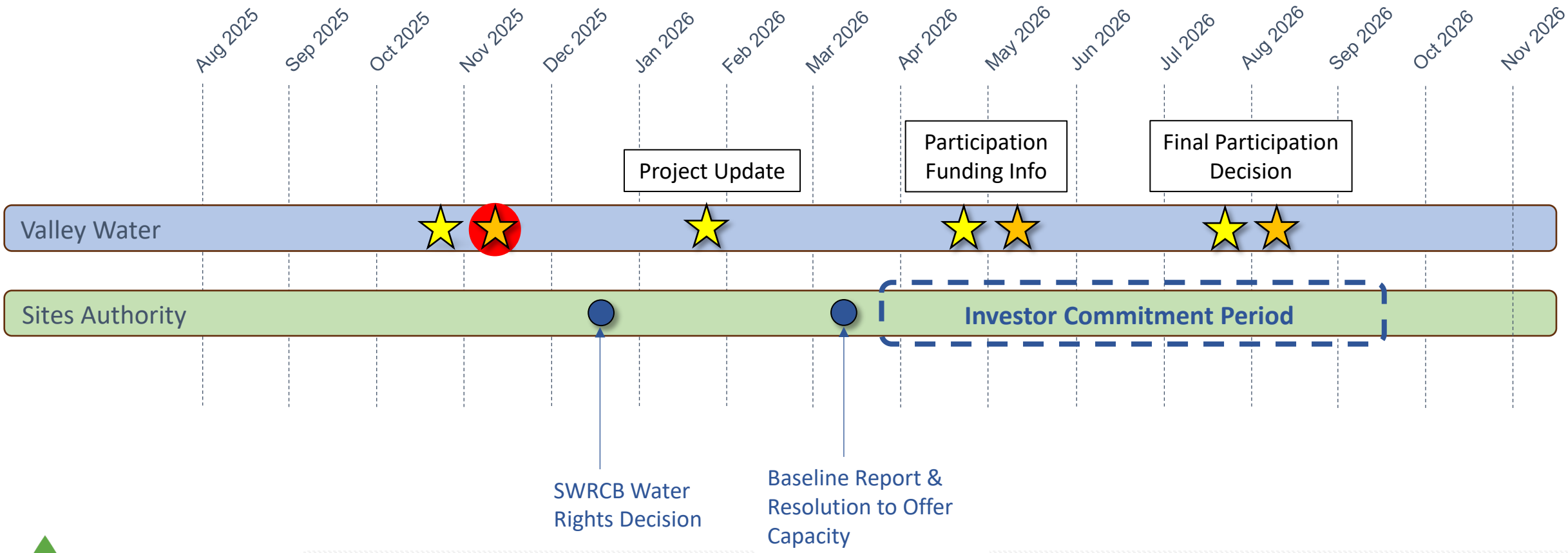
- Capital cost range: $6.8 billion - $7.8 billion (including construction contingency)

	0.2% Participation (Existing Level)	0.66% Participation (After Assignment)	2.65% Participation (Max Waitlisted)
Storage Capacity (AF)	3,117	9,351	37,404
Requested Yield (AF)	500	1,500	6,000
Modeled Average Annual Yield (AF)	380	1,140	4,550
Modeled Dry Year Annual Yield (AF)	690	2,070	8,270
Estimated Capital Costs (millions $2025)	$15M - $17M	$45M-$52M	$181M- $207M
Annualized Unit Cost ($/AF)	$1,400/AF - $1,800/AF		

Expected Schedule*

* Schedule subject to change

= WSDMC
= Full Board



Recommendation

Consider the October 27, 2025, recommendation of the Water Supply and Demand Management Committee to:

- Approve execution of an assignment agreement with Wheeler Ridge-Maricopa Water Storage District for 6,234 acre-feet of Wheeler Ridge's storage capacity in Sites Reservoir for up to $618,500, which would increase Valley Water's Project participation level from 0.2% to 0.66%, for a total of 9,351 acre-feet of storage.
- Provide feedback and recommendations to staff as necessary.

QUESTIONS



Santa Clara Valley Water District

File No.: 25-0970

Agenda Date: 11/12/2025
Item No.: *5.3.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Board Committee Reports.
(*Previously Listed as Item 5.2)

ATTACHMENTS:
*Handout 5.3-A: 10072025 BPMC, Summary
*Handout 5.3-B: 11102025 PFFC, Agenda

MEMORANDUM

FC 14

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

SUBJECT: Board Policy and Monitoring Committee (BPMC) October 7, 2025 Special Meeting Summary **DATE**: *November 12, 2025*

This memorandum summarizes discussion and action from the meeting of the Board Policy and Monitoring Committee (BPMC) held on Tuesday, October 7, 2025.

Review Proposed Increases to the Standard Rate Schedule for Well Permitting Services and Activities Adopted in Board Resolution No. 17-52; Direct Staff to Draft Proposed Resolution Setting Forth Revised, Increased Fees to the Standard Rate Schedule for Well Permitting Services and Activities and Recommend to the Full Board that It Adopt New Resolution Setting Forth Increased Fees.
Recommendation:
A. Review and provide input on proposed increases to the Standard Rate Schedule for Well Permitting Services and Activities adopted in Board Resolution No. 17-52; and
B. Direct staff to draft proposed Resolution setting forth revised, increased fees to the Standard Rate Schedule for well permitting services and activities, and recommend to the full Board that it adopt a new Resolution setting forth increased fees.

Usha Chatwani reviewed the information on this item, per the attached Committee Agenda Memo; and per the information contained in the attachments.

The Committee received the information and discussed the following with staff input: researching adding language to the new Resolution relating to recovering labor and inflation costs every year, researching Proposition 26 relating to fee increases per inflation index, and that it could be helpful for the Directors to have staff describe in the agenda memo the role of the Wells and Water Use Measurement Unit pertaining to Wells permitting and cost recovery.

On a motion by Chairperson Hsueh, seconded by Vice Chairperson Estremera, the Committee approved to direct staff to draft a proposed Resolution setting forth revised, increased fees to the Standard Rate Schedule for well permitting services and activities, and recommend to the full Board that it adopt a new Resolution setting forth increased fees, and to include the Committee's comments in the resolution.

Develop a Draft Fiscal Year 2025-2026 (FY26) Board Work Plan and Submit for Board Review and Approval.
Recommendation:
A. Review the Draft Fiscal Year 2025-2026 (FY26) Board Work Plan, incorporating input from the Board at the September 3, 2025 Special Board Meeting; and
B. Submit a FY26 Board Work Plan for Board review and approval.

Nai Hsueh
Director, District 5
BPMC Chairperson

Theresa Chinte reviewed the information on this item, per the attached Committee Agenda Memo; and per the information contained in the attachment.

The Committee received the information and without discussion, on a motion by Vice Chairperson Estremera, seconded by Chairperson Hsueh, approved to submit the FY26 Board Work Plan with staff edits for Board review and approval.

Receive and Discuss the 2025 Board Policy and Monitoring Committee (BPMC) Work Plan, and Provide Feedback on Upcoming Discussion Items, and Next Meeting Date.
Recommendation: Receive and discuss the 2025 BPMC Work Plan, and Provide Feedback on Upcoming Discussion Items, and Next Meeting Date.

The Committee reviewed the Work Plan and requested to add expectations of Board Members when serving on Joint Power Authorities under the “Other Assignments Requested by the Board” section.

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
Public Facilities Financing Corporation Meeting

HQ. Bldg. Boardroom, 5700 Almaden Expressway, San Jose, California
Join Zoom Meeting: https://valleywater.zoom.us/s/86276159992

Remote Location:
235 Harness Downs Road, Port Matilda, PA 16870

ANNUAL MEETING
AGENDA

Monday, November 10, 2025
9:00 AM

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

SANTA CLARA VALLEY WATER DISTRICT
PUBLIC FACILITIES FINANCING CORPORATION
Members:
Carolyn Bauer
Pancho Chang
John Cleveland
Chris Elias
Dave Hook

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) 265-2600.

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
Public Facilities Financing Corporation

ANNUAL MEETING
AGENDA

Monday, November 10, 2025 | **9:00 AM** | **HQ. Bldg. Boardroom**
Remote Location: | **5700 Almaden Expressway, San Jose, California**
235 Harness Downs Road | **Join Zoom Meeting:**
Port Matilda, PA 16870 | **https://valleywater.zoom.us/s/86276159992**

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/86276159992
Meeting ID: 862 7615 9992
Join by Phone:
1 (669) 900-9128, 86276159992#

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 any item not 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 to speak. Speakers will be acknowledged by the Board/Committee Chair in the order requests are received and granted speaking access to address the Board/Committee. Speakers' comments should be limited to three minutes or as set by the Chair. The law does not permit Board/Committee action on, or extended discussion of, any item not on the agenda except under special circumstances. If Board/Committee action is requested, the matter may be placed on a future agenda. All comments that require a response will be referred to staff for a reply in writing. The Board/Committee may take action on any item of business appearing on the posted agenda.

3. APPROVAL OF MINUTES:

3.1. Approval of the November 14, 2024 Public Facilities Financing Corporation (PFFC) Minutes. 25-0910

Recommendation: Approve the November 14, 2024 PFFC Minutes.

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

Attachments: Attachment 1: 11142024 PFFC Minutes

Est. Staff Time: 5 Minutes

4. REGULAR AGENDA:

4.1. Elect Fiscal Year (FY) 2025-2026 Public Facilities Financing Corporation (PFFC) Board of Directors' President, Vice President, Chief Financial Officer, and Corporate Secretary. 25-0908

Recommendation: Elect FY 2025-2026 PFFC Board of Directors' President, Vice President, Chief Financial Officer, and Corporate Secretary.

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

Attachments: Attachment 1: PFFC Articles of Incorporation & Bylaws

Est. Staff Time: 15 Minutes

4.2. Receive an Overview of the Public Facilities Financing Corporation (PFFC) Roles and Responsibilities and Information Regarding Valley Water's Financial Status as of Fiscal Year Ending June 30, 2025, Recent Debt Issuances, and Upcoming Financing Plans. 25-0929

Recommendation: Receive an overview of the PFFC's roles and responsibilities and information regarding Valley Water's financial status as of fiscal year ending June 30, 2025, recent debt issuances, and upcoming financing plans.

Manager: Darin Taylor, 408-630-3068

Attachments: Attachment 1: PowerPoint

Est. Staff Time: 30 Minutes

4.3. Approve the Termination Agreement for the WIFIA Master Agreement and Related Agreements for the Pacheco Reservoir Expansion Project. 25-0930

Recommendation: Approve the Termination Agreement for the WIFIA Master Agreement and related Agreements for the Pacheco Reservoir Expansion Project.

Manager: Darin Taylor, 408-630-3068

Attachments: Attachment 1: Project Update
Attachment 2: Termination Request Letter
Attachment 3: Termination Agreement

Est. Staff Time: 10 Minutes

5. ADJOURN:

5.1. Adjourn.

Santa Clara Valley Water District

File No.: 25-0862

Agenda Date: 11/12/2025
Item No.: 8.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Approve the Fiscal Year 2024-25 Safe, Clean Water and Natural Flood Protection Program Annual Report with Proposed Text Adjustments and Authorize Submission to the Independent Monitoring Committee for Review.

RECOMMENDATION:

A. Approve the Fiscal Year 2024-25 Safe, Clean Water and Natural Flood Protection Program Annual Report (Annual Report) with text adjustments;
B. Authorize staff to submit the Annual Report to the Independent Monitoring Committee for its review; and
C. Authorize staff to update the Annual Report with audited financials, as necessary.

SUMMARY:

Fiscal Year 2024-25 (FY25) Safe, Clean Water Annual Report

FY25 marked the fourth year for Santa Clara Valley Water District's (Valley Water) voter-approved renewed Safe, Clean Water and Natural Flood Protection Program (Program).

The renewed Program became effective on July 1, 2021 (FY22), and is implemented on a 15-year financial cycle. See Attachment 1 for Program background. This annual report (Attachment 2) provides FY25 progress updates for every project in the Program. The projects have specific key performance indicators (KPIs) to monitor the long-term performance.

For transparency and accountability, an external Independent Monitoring Committee (IMC) appointed by the Board conducts an annual review of the Annual Report and provides its recommendations to the Board.

Annual Report Improvements

On March 11, 2025, the IMC provided its recommendations to the Board to further improve the annual report (tinyurl.com/11Mar2025IMCreport <https://tinyurl.com/11Mar2025IMCreport>.) This was followed by Valley Water staff presenting the Management Response to the Board (tinyurl.com/11Mar2025MgmtResponse <https://tinyurl.com/11Mar2025MgmtResponse>) and

receiving directions on implementation. Valley Water has since implemented the recommendations, including the incorporation of information on debt financing for capital projects in the annual report.

FY25 Program Performance

Annual Project Status

As of FY24, there are 31 projects in the Program. In FY25, of the 31 projects, 28 projects (91%) are Active, one (1) project (3%) is Scheduled to Start in future years, one (1) project (3%), D6: Restoration of Natural Creek Functions, is Completed, and one (1) project (3%), Project E4: Upper Penitencia Creek Flood Protection (Project E4), was put On Hold due to the reallocation of staff resources to other priority projects approaching construction. Previously in FY24, the Board decided not to implement Project A1: Pacheco Reservoir Expansion under the Safe, Clean Water Program.

Change Control Process Indicators - Modifications and Adjustments

Modifications - On August 13, 2024, the Valley Water Board approved a funding modification for Project Upper Guadalupe River Flood Protection Project (Project E8), reducing the 15-year allocation from approximately $65 million to approximately $22 million. This decision followed Valley Water's analysis of its project cost share based on the latest USACE estimates. Approximately 95% of the required real estate acquisitions, representing the majority of Valley Water's cost share, had already been completed. The funding modification was recommended to help balance the Safe, Clean Water Fund (Fund 26) in the short term and to provide sufficient funding to award a construction contract and complete the final phase of another Safe, Clean Water project, namely Project E6: Upper Llagas Creek Project (E6), while still ensuring that there are sufficient funds to meet any remaining obligations for Project E8. For details about the modifications, see individual project updates in the annual report and to view the public hearing, visit <https://scvwd.granicus.com/MediaPlayer.php?view_id=3&clip_id=2194>

Adjustments (Schedule) - In FY25, the Board approved schedule adjustments for Project A3: Pipeline Reliability, Project D4: Fish Habitat and Passage Improvement, Project E1: Coyote Creek Flood Protection, Project E2: Sunnyvale East and Sunnyvale West Channels Flood Protection, Project E4: Upper Penitencia Creek Flood Protection, Project E5: San Francisquito Creek Flood Protection and Project F8: Sustainable Creek Infrastructure for Continued Public Safety.

The schedule changes were required for a variety of reasons. For example, Project D4.2 Ogier Ponds Separation from Coyote Creek Project schedule was pushed back to align with Project C1: Anderson Dam Seismic Retrofit's (ADSRP) construction timeline. Construction of D4.2 will not begin until the ADSRP can effectively manage the output flow of the Anderson Reservoir, ensuring a safer and more efficient construction process. The updated timeline expects a three-year construction season. The Safe, Clean Water Program partially funds the project. Similarly, Project E1: Coyote Creek Flood Protection Project (Phase 2) schedule delay in start and completion by one year was influenced by a delay in the construction of the ADSRP because of the extension of the environmental permitting process. This provided greater flexibility regarding the scheduled start of Phase 2, which needs to be implemented by the end of 2028 (FY29), aligning with the completion of

the Anderson Dam Stage 2 diversion system. This postponement gives Valley Water additional time to secure all necessary land rights for the Phase 2 project and avoid the increased costs associated with working in only approved areas, ensuring a smoother construction process. Project E2: Sunnyvale East and Sunnyvale West Channels Flood Protection construction start and completion were delayed by a year due to a delay in obtaining regulatory permits.

Adjustments (Text) - Additionally, the project description or benefits text has been adjusted for four projects, namely Project A2: Water Conservation Rebates and Programs, Project D1: Management of Riparian Planting and Invasive Plant Removal, Project D4: Fish Habitat and Passage Improvement, and Project E5: San Francisquito Creek Flood Protection. The text adjustments were primarily to provide additional explanation and greater clarity in response to the IMC recommendations or to provide more current information. Attachment 3 shows the redlined version of the text adjustments, while Attachment 4 shows the clean version with adjusted text.

FY25 Key Accomplishments

Water Supply

Anderson Dam Seismic Retrofit: On February 25, 2025, the Valley Water Board of Directors certified the Final Environmental Impact Report (EIR), approved the engineer's report for the Anderson Dam Seismic Retrofit Project and approved the environmentally superior alternative described in the EIR.

Water Conservation Rebates and Programs: Valley Water issued 766 rebates totaling nearly $2.2 million to convert more than 960,000 square feet (sq ft) of lawns into low-water-use landscapes, upgrade irrigation equipment and install rainwater capture systems. Of these rebates, the Safe, Clean Water Program provided $876,000 to issue over 450 rebates, successfully converting 876,000 sq ft of lawn to low-water-use plants.

Flood Protection

Coyote Creek Flood Protection Project: Valley Water completed the Coyote Creek Flood Management Measures Project (Phase 1), one of two projects to reduce flood risks along Coyote Creek. The project included the construction of over 8,500 feet of floodwalls along a four-mile stretch between Old Oakland Road and Interstate 280. Phase 1 is part of the Anderson Dam Federal Energy Regulatory Commission Order (FERC) Compliance Project for Anderson Dam Seismic Retrofit and is, therefore, funded by the Water Utility Enterprise Fund. Valley Water also reached a key milestone on the Safe, Clean Water Program-funded Coyote Creek Flood Protection Project (Phase 2) by completing 90% design. On March 11, 2025, the Valley Water Board of Directors certified the Final Environmental Impact Report (EIR).

Upper Llagas Creek Flood Protection Project: In September 2024, Valley Water began constructing Phase 2B, the final phase of the project. In FY25, Valley Water secured up to $80 million in grant funding from the Natural Resources Conservation Service to support Phase 2B

construction. Valley Water also completed the construction of Phase 2A in October 2024.

Vegetation Control and Sediment Removal: Valley Water completed 1,988 acres of in-stream vegetation management to reduce flood risk along 200 miles of streams throughout Santa Clara County. In terms of volumes, Valley Water removed approximately 317 cubic yards of vegetation from streams to restore capacity. Additionally, 11 sediment removal projects were completed, removing approximately 14,545 cubic yards of sediment to ensure flood protection projects continue to deliver the protection they were designed to provide. The Safe, Clean Water Program funds 21% of the sediment removal projects.

Stewardship

New Creekside Neighbor Rebate Program: Valley Water launched the Creekside Neighbor Rebate Program, a new initiative designed to support property owners who live alongside local creeks. The program offers rebates of up to $150,000 to help offset the costs of essential creek maintenance and improvement projects, such as bank stabilization (erosion repair), sediment, vegetation, or debris removal and storm drain outfall repair. These efforts support residents taking care of their property and protecting their community. The rebate can be used for qualifying construction and permit costs.

Safe, Clean Water Grants and Partnerships: Valley Water awarded over $2 million in grants, including $1.92 million in the standard grants program, which resumed after a temporary pause to complete the Grants Redesign Project.

Good Neighbor Program: Encampment Cleanup: Valley Water managed 4,321 acres to clean up 697 tons of trash, debris, and hazardous pollutants generated from encampments, reducing the amount of these pollutants entering streams.

Trash Removal: Five Safe, Clean Water projects include trash removal components to reduce and remove contaminants in our local streams and the bay. This work is accomplished not only by Valley Water but with the help of volunteers and grantees. In FY25, 904 tons of trash were removed from local waterways.

Next Steps

Once approved by the Board, the FY25 renewed Safe, Clean Water and Natural Flood Protection Program Annual Report (Annual Report) will be provided to the IMC and made available to the public on Valley Water's website <https://tinyurl.com/SCWFY25AnnualReport>. The IMC is scheduled to receive the digital Annual Report on November 13, 2025, and hard copies the following week. The IMC is scheduled to convene on December 3, 2025, to discuss and establish the review process and schedule for the IMC review of the FY25 Annual Report.

Once Valley Water's financial reports are audited, if needed, annual report tables and appendices will

be updated with the audited financials and corresponding accomplishments. Depending on the final auditor's opinion, the final audited report is expected to be available in late December 2025 or early January 2026. The updated Annual Report will be provided to the Board and the IMC and posted on the Valley Water website.

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

FINANCIAL IMPACT:
The Annual Report is produced and printed internally and budgeted for in the Safe, Clean Water Implementation Project (26061012).

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: Safe, Clean Water Program Background
Attachment 2: FY25 Safe, Clean Water Annual Report
Attachment 3: Project Text Adjustments, Redlined
Attachment 4: Project Text Adjustments, Clean
Attachment 5: PowerPoint

UNCLASSIFIED MANAGER:
Luz Penilla, 408-630-2228

Attachment 1

Safe, Clean Water and Natural Flood Protection Program Background

In November 2020, Santa Clara County voters overwhelmingly approved Measure S, a renewal of Valley Water's Safe, Clean Water and Natural Flood Protection Program. Voters first approved a community-focused program to address our waterways and water supply in 2000 as the Clean, Safe Creeks and Natural Flood Protection Plan, then again in 2012 as the Safe, Clean Water and Natural Flood Protection Program.

The 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

Each of these priorities has specific operational and capital projects, which have key performance indicators (KPIs) to keep them on track in meeting the overall Safe, Clean Water Program priorities. KPIs are considered the measurement for the delivery of each project and represent Valley Water’s commitment to the voters.

The renewed Safe, Clean Water Program will continue to be monitored by the Independent Monitoring Committee to ensure transparency, accountability, and fiscal responsibility. The Program also requires that staff develop five-year implementation plans, implement a change control process, and conduct independent audits at least every five years.

As changes may be required throughout the implementation of the Safe, Clean Water Program, staff has developed a change control process, which outlines the differences between adjustments and modifications to the Program and identifies the different processes for implementing both. In summary, “adjustments” are project changes that do not impact KPIs, such as updates to text, financial allocation, or schedule, and can be approved by the Valley Water Board during a public board meeting. Any changes to KPIs are considered “modifications.” Modifications to KPIs or a decision to “Not Implement” a project require a public hearing, which must be publicly noticed.

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Valley Water

Click Link to View Document: tinyurl.com/SCWFY25AnnualReport

FY 2024–25 Annual Report

Safe, Clean Water and Natural Flood Protection

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PROJECT A2
WATER CONSERVATION REBATES AND PROGRAMS



Permaculture pilot project students learning hands-on lawn conversion.

ACTIVE

ADJUSTED

Project A2 FY25 Highlights

- Provided $1.1 million towards water conservation activities, including rebates.
- The funding helped Valley Water to convert more than 960,000 square feet (sq ft) of lawn into low water-use landscapes.
- Began the procurement process for the design of the demonstration garden in Valley Water's HQ building.

This project to help meet and exceed long-term water conservation and reliability goals will increase water-use efficiency in the landscape, residential, schools and commercial sectors through water conservation rebates, technical assistance and public education.

Water Conservation rebate programs may include a residential leak detection and assistance program, an expanded landscape rebate program that promotes California-native plant species as well as water-saving plants, advanced metering infrastructure (AMI) and a restaurant-efficiency and school-efficiency upgrade program.

Water conservation helps manage risks to water supply reliability from climate change and reduces greenhouse gases. Without water conservation, Valley Water would need to import more water or develop additional infrastructure to yield a commensurate water supply every year. Water conservation reduces reliance on imported water supply by creating a more diverse portfolio of supply that is more resilient to risks and uncertainties.

For example, in fiscal year (FY) ~~2023~~ 2024, approximately ~~83,174~~ 85,204 acre-feet of water were saved through Valley Water's long-term conservation programs and plumbing code regulations. Water conservation programs ensure water supply resiliency as the risk of drought increases due to climate change.

Supplying water, including extracting, conveying, treating, and distributing, requires a lot of energy ~~to extract, convey, treat, and distribute~~, which may account for up to 10% of California's greenhouse gas (GHG) emissions. Hence, reducing water demand through conservation reduces GHG emissions. Valley Water's 2011 "From Watts to Water" report (***tinyurl.com/ WattsToWater2011***) explains in more detail the crucial role water conservation plays in reducing GHG emissions.

Water conservation also helps adapt to climate change by conserving limited water supply and lessening demand to meet an uncertain water supply future.

Additionally, conservation helps reduce pollution to the Bay because overwatering of irrigated areas, such as lawns, can carry pollutants such as pesticides, herbicides, fertilizers, soil, and trash, which pollute our creeks and the Bay. Minimizing water waste from overwatering and converting landscapes to ones that require fewer chemicals protects our watersheds.

Benefits

- Helps county residents exceed the countywide goal of conserving 110,000 acre-feet of water per year by 2040
- Increases water supply reliability by creating a more diverse portfolio of supply that is more resilient to risks and uncertainties
- Reduces greenhouse gases by reducing water usage, thereby decreasing the energy required for water conveyance, treatment, and distribution
- Supports climate change adaptation by conserving limited water supply and lessening demand to meet an uncertain water supply future
- Reduces pollution to the Bay by reducing irrigation runoff

Key Performance Indicators (FY22–36)

1. Award up to $1 million per year toward specified water conservation program activities, including rebates, technical assistance, and public education, within the first seven (7) years of the Program.

PROJECT D1
MANAGEMENT OF RIPARIAN PLANTING AND INVASIVE PLANT REMOVAL



Removing giant reed (Arundo donax).

ACTIVE

ADJUSTED

Project D1 FY25 Highlights

- Maintained 425.4 acres of riparian planting projects at 105 sites throughout Santa Clara County.
- Maintained 313.53 acres of invasive plant management projects at 23 sites throughout the county.
- Removed 1.78 acres of Arundo donax at 25 sites throughout the county.

This project supports Valley Water management of at least 300 acres of existing riparian planting projects and 200 acres of invasive plant removal projects throughout the five (5) watersheds. The project also funds maintenance of future riparian planting and invasive plant removal sites, which are anticipated as part of upcoming environmental mitigation requirements. Funding for this project ensures that all required riparian planting and invasive plant removal projects are maintained as functional habitat that can support wildlife. In addition, this project includes targeted control of especially damaging non-native, invasive plant species, such as Arundo donax, throughout the county.

Climate change has increased temperatures and lengthened growing seasons, which facilitates the spread of non-native invasive vegetation by allowing it to establish early in spring before native species, thus transforming ecosystems.

Riparian planting aims to reestablish native California plant species, combating habitat loss and fragmentation from urban development and sprawl. Carefully selected perennial plants, which can thrive for decades, aid in climate change mitigation by producing oxygen and absorbing and storing carbon in various forms. The shade provided by mature trees helps to moderate the urban heat island effect, reducing the need for additional energy sources to keep us comfortable. Shade can also help moderate the water temperature of streams, limiting extreme changes that can impact fish and other aquatic organisms. Invasive plant control targets non-native species, often less tolerant to climate extremes like flooding and droughts. These species can hinder the reestablishment of native plants after such disturbances and can diminish forest carbon storage capacity. Invasive plants also tend to form dense monospecific thickets, increasing the risk of more frequent and severe wildfires. Management of riparian planting and invasive plant removal helps prevent the spread of non-native species, making the natural habitat less vulnerable and more resilient to climate change. Furthermore, restoring habitats that are damaged during regular operations is an important component of sustainable stewardship to protect nearby natural areas. It helps improve native habitat.

Benefits

- Maintains 300 acres of existing riparian planting sites
- Maintains 200 acres of existing invasive plant management projects
- Allows Valley Water to monitor plant survival and habitat functions
- Complies with environmental laws, which require long-term habitat mitigation for routine stream maintenance, flood protection and water supply projects
- Provides for the maintenance of future riparian planting and invasive plant management sites
- Addresses climate change impacts by making the natural habitat less vulnerable and more resilient

PROJECT D4
FISH HABITAT AND PASSAGE IMPROVEMENT

This project helps restore and maintain healthy fish populations, especially steelhead, by improving fish passage and habitat. Sites may include Alamitos Creek at Almaden Lake and County of Santa Clara-owned Ogier Ponds, where human-made creek alterations disrupt fish migration. Project D4, which includes coordinating and partnering with other external parties, incorporates studies of streams throughout the county to determine what and where habitat improvements will most benefit steelhead. These studies can be used by regional partners to implement complementary habitat enhancements.

The project also continues funding to place instream gravel, boulders, large wood, or other features to enhance fish habitat at appropriate locations. By adding natural stream features such as large wood, we can create habitat to provide refuge during fish migration, prolonged drought, or extreme rainfall events. Additionally, habitat restoration can improve ecosystem function and increase resiliency to climate change. By restoring natural functions, issues such as water quality may be ~~less exacerbated~~ improved and native species can continue to flourish and adapt.



Ogier Ponds, looking north.

ACTIVE

ADJUSTED

Project D4 FY25 Highlights

- Completed the Feasible Alternatives Analysis Report for the Ogier Ponds-Coyote Creek Separation Project.
- Completed the Conceptual Alternatives Report and Feasible Alternatives Analysis Report for the Moffett Fish Ladder.
- Completed the data collection and stream reconnaissance phases of the fish passage barrier prioritization study for Guadalupe Creek, Alamitos Creek, and Arroyo Calero.

Benefits

- Improves habitat and passage for steelhead and other native fish within Santa Clara County watersheds
- Contributes to required mitigation for environmental impacts of reservoir and recharge operations and countywide Stream Maintenance Program
- Maintains investment in earlier habitat improvements
- Improves fish passage and habitat conditions, strengthening the resiliency of native fish populations, including steelhead, against the impacts of climate change

Key Performance Indicators (FY22–36)

1. Complete planning and design for one (1) creek/lake separation.
2. Partially fund the construction of one (1) creek/lake separation project in partnership with local agencies.
3. Use $8 million for fish passage improvements by June 30, 2028.
4. Update study of all major steelhead streams in the county to identify priority locations for fish migration barrier removal and installation of large woody debris and gravel as appropriate.
5. Complete five (5) habitat enhancement projects based on studies that identify high priority locations for large wood, boulders, gravel, and/or other habitat enhancement features.

Geographic Area of Benefit: Countywide

PROJECT E5
SAN FRANCISQUITO CREEK FLOOD PROTECTION, SAN FRANCISCO BAY TO UPSTREAM OF HIGHWAY 101—PALO ALTO



Location of proposed in-channel widening along San Francisquito Creek.

ACTIVE

ADJUSTED

Project E5 FY25 Highlights

- SFCJPA Board reaffirmed its commitment to the goal to provide flood protection from a 70-year event (KPI #2).
- A draft augmented alternatives evaluation report was presented to the SFCJPA Board.
- The City of Palo Alto awarded the construction contract for the Newell Road Bridge Replacement project.

This project is led by the San Francisquito Creek Joint Powers Authority (SFCJPA), of which Valley Water is a member agency, in partnership with the U.S. Army Corps of Engineers (USACE).

Preferred project: A federal-state-local partnership

The project is to construct improvements along San Francisquito Creek from San Francisco Bay to Middlefield Road and additional detention of floodwaters upstream of Highway 280 to provide 1% (100-year event) flood protection, ecosystem protection and recreational benefits to surrounding communities.

Local-state-limited federal funding partnership

San Francisco Bay to Highway 101 (Reach 1)

In 2019, Valley Water completed the construction of the San Francisco Bay to Highway 101 reach of the project to provide 1% flood protection and ecosystem benefits to the neighboring communities. Major improvements included construction of approximately 4,600 ~~4,000~~ feet of floodwalls, 6,100 feet of levees, and encompassed a total of 58 acres, creating a significantly wider creek marsh plain.

Highway 101 to Pope-Chaucer Bridge (Reach 2)

This stretch of the project will remedy channel constrictions and replace bridges at Newell Road and Pope/Chaucer streets to allow the channel to contain floodwaters of approximately 7,500 cubic feet per second, equivalent to approximately a 1.4% flood event (70-year event). Allowing this level of water to flow through the channel will protect approximately 3,000 parcels in Palo Alto from a flood event close to the February 1998 flood, the largest on record. Currently, the channel can only convey between a 4-10% flood event (10- to 25-year event). ~~approximately a 7% flood event (approximately a 15-year event).~~ .

The USACE is studying the San Francisquito Creek through its Continuing Authorities Program, Section 205 (CAP 205), which allows the USACE to study, design, and construct small flood risk reduction projects in partnership with non-federal agencies with a maximum project cost of $10 million. The level of protection provided is still being studied but will likely be less than 1%.

The Newell Road bridge replacement, unlike the rest of the project elements in this stretch, is led by the City of Palo Alto, which has applied for funding through Caltrans' Highway Bridge Program (HBP). The project has been programmed by Caltrans to fund approximately 89% of the total cost for replacing the Newell Road bridge, while the local match funds, approximately 11% of the total cost, will be funded by Valley Water through the Safe, Clean Water Program. The City of East Palo Alto and the SFCJPA continue to provide input on the Newell Road Bridge replacement.

The SFCJPA continues to pursue partnerships with federal, state, and local agencies for additional construction funding for the Reach 2 Project.

Benefits

- Provides 1% flood protection to approximately 3,000 homes and businesses in Palo Alto
- Local-state-funding-only project provides approximately 1.4% (70-year event) flood protection for approximately 3,000 homes and businesses in Palo Alto
- Reduces bank erosion and sedimentation-related impacts along San Francisquito Creek
- Provides new or improved habitats for endangered species
- Improves water quality
- Enhances recreational opportunities for the community
- Minimizes operational and maintenance requirements
- Leverages dollars via cost-shares and grants from the state Department of Water Resources and the California Department of Transportation
- Addresses climate change as the project is designed to increase flow capacity, thereby reducing flood risks from storm events projected to become more frequent and intense due to climate change. Furthermore, the project accounts for 2 feet of sea level rise

Key Performance Indicators (FY22–36)

1. Preferred project with federal, state and local funding: Protect more than 3,000 parcels by providing 1% (100-year) flood protection.
2. With state and local funding only: Protect approximately 3,000 parcels by providing 1% (100-year) flood protection downstream of Highway 101, and approximately 1.4% (70-year) protection upstream of Highway 101.

Geographic Area of Benefit: Palo Alto

Attachment 3
Page 5 of 5

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PROJECT A2
WATER CONSERVATION REBATES AND PROGRAMS



Permaculture pilot project students learning hands-on lawn conversion.

ACTIVE

ADJUSTED

Project A2 FY25 Highlights

- Provided $1.1 million towards water conservation activities, including rebates.
- The funding helped Valley Water to convert more than 960,000 square feet (sq ft) of lawn into low water-use landscapes.
- Began the procurement process for the design of the demonstration garden in Valley Water's HQ building.

This project to help meet and exceed long-term water conservation and reliability goals will increase water-use efficiency in the landscape, residential, schools and commercial sectors through water conservation rebates, technical assistance and public education.

Water Conservation rebate programs may include a residential leak detection and assistance program, an expanded landscape rebate program that promotes California-native plant species as well as water-saving plants, advanced metering infrastructure (AMI) and a restaurant-efficiency and school-efficiency upgrade program.

Water conservation helps manage risks to water supply reliability from climate change and reduces greenhouse gases. Without water conservation, Valley Water would need to import more water or develop additional infrastructure to yield a commensurate water supply every year. Water conservation reduces reliance on imported water supply by creating a more diverse portfolio of supply that is more resilient to risks and uncertainties.

For example, in fiscal year (FY) 2024, approximately 85,204 acre-feet of water were saved through Valley Water's long-term conservation programs and plumbing code regulations. Water conservation programs ensure water supply resiliency as the risk of drought increases due to climate change.

Supplying water, including extracting, conveying, treating, and distributing, requires a lot of energy, which may account for up to 10% of California's greenhouse gas (GHG) emissions. Hence, reducing water demand through conservation reduces GHG emissions. Valley Water's 2011 "From Watts to Water" report (***tinyurl.com/WattsToWater2011***) explains in more detail the crucial role water conservation plays in reducing GHG emissions.

Water conservation also helps adapt to climate change by conserving limited water supply and lessening demand to meet an uncertain water supply future.

Additionally, conservation helps reduce pollution to the Bay because overwatering of irrigated areas, such as lawns, can carry pollutants such as pesticides, herbicides, fertilizers, soil, and trash, which pollute our creeks and the Bay. Minimizing water waste from overwatering and converting landscapes to ones that require fewer chemicals protects our watersheds.

Benefits

- Helps county residents exceed the countywide goal of conserving 110,000 acre-feet of water per year by 2040
- Increases water supply reliability by creating a more diverse portfolio of supply that is more resilient to risks and uncertainties
- Reduces greenhouse gases by reducing water usage, thereby decreasing the energy required for water conveyance, treatment, and distribution
- Supports climate change adaptation by conserving limited water supply and lessening demand to meet an uncertain water supply future
- Reduces pollution to the Bay by reducing irrigation runoff

Key Performance Indicators (FY22–36)

1. Award up to $1 million per year toward specified water conservation program activities, including rebates, technical assistance, and public education, within the first seven (7) years of the Program.

PROJECT D1
MANAGEMENT OF RIPARIAN PLANTING AND INVASIVE PLANT REMOVAL



Removing giant reed (Arundo donax).

ACTIVE

ADJUSTED

Project D1 FY25 Highlights

- Maintained 425.4 acres of riparian planting projects at 105 sites throughout Santa Clara County.
- Maintained 313.53 acres of invasive plant management projects at 23 sites throughout the county.
- Removed 1.78 acres of Arundo donax at 25 sites throughout the county.

This project supports Valley Water management of at least 300 acres of existing riparian planting projects and 200 acres of invasive plant removal projects throughout the five (5) watersheds. The project also funds maintenance of future riparian planting and invasive plant removal sites, which are anticipated as part of upcoming environmental mitigation requirements. Funding for this project ensures that all required riparian planting and invasive plant removal projects are maintained as functional habitat that can support wildlife. In addition, this project includes targeted control of especially damaging non-native, invasive plant species, such as Arundo donax, throughout the county.

Climate change has increased temperatures and lengthened growing seasons, which facilitates the spread of non-native invasive vegetation by allowing it to establish early in spring before native species, thus transforming ecosystems.

Riparian planting aims to reestablish native California plant species, combating habitat loss and fragmentation from urban development and sprawl. Carefully selected perennial plants, which can thrive for decades, aid in climate change mitigation by producing oxygen and absorbing and storing carbon in various forms. The shade provided by mature trees helps to moderate the urban heat island effect, reducing the need for additional energy sources to keep us comfortable. Shade can also help moderate the water temperature of streams, limiting extreme changes that can impact fish and other aquatic organisms. Invasive plant control targets non-native species, often less tolerant to climate extremes like flooding and droughts. These species can hinder the reestablishment of native plants after such disturbances and can diminish forest carbon storage capacity. Invasive plants also tend to form dense monospecific thickets, increasing the risk of more frequent and severe wildfires. Management of riparian planting and invasive plant removal helps prevent the spread of non-native species, making the natural habitat less vulnerable and more resilient to climate change. Furthermore, restoring habitats that are damaged during regular operations is an important component of sustainable stewardship to protect nearby natural areas. It helps improve native habitat.

Benefits

- Maintains 300 acres of existing riparian planting sites
- Maintains 200 acres of existing invasive plant management projects
- Allows Valley Water to monitor plant survival and habitat functions
- Complies with environmental laws, which require long-term habitat mitigation for routine stream maintenance, flood protection and water supply projects
- Provides for the maintenance of future riparian planting and invasive plant management sites
- Addresses climate change impacts by making the natural habitat less vulnerable and more resilient

PROJECT D4
FISH HABITAT AND PASSAGE IMPROVEMENT

This project helps restore and maintain healthy fish populations, especially steelhead, by improving fish passage and habitat. Sites may include Alamitos Creek at Almaden Lake and County of Santa Clara-owned Ogier Ponds, where human-made creek alterations disrupt fish migration. Project D4, which includes coordinating and partnering with other external parties, incorporates studies of streams throughout the county to determine what and where habitat improvements will most benefit steelhead. These studies can be used by regional partners to implement complementary habitat enhancements.

The project also continues funding to place instream gravel, boulders, large wood, or other features to enhance fish habitat at appropriate locations. By adding natural stream features such as large wood, we can create habitat to provide refuge during fish migration, prolonged drought, or extreme rainfall events. Additionally, habitat restoration can improve ecosystem function and increase resiliency to climate change. By restoring natural functions, issues such as water quality may be improved and native species can continue to flourish and adapt.



Ogier Ponds, looking north.

ACTIVE

ADJUSTED

Project D4 FY25 Highlights

- Completed the Feasible Alternatives Analysis Report for the Ogier Ponds-Coyotre Creek Separation Project.
- Completed the Conceptual Alternatives Report and Feasible Alternatives Analysis Report for the Moffett Fish Ladder.
- Completed the data collection and stream reconnaissance phases of the fish passage barrier prioritization study for Guadalupe Creek, Alamitos Creek, and Arroyo Calero.

Benefits

- Improves habitat and passage for steelhead and other native fish within Santa Clara County watersheds
- Contributes to required mitigation for environmental impacts of reservoir and recharge operations and countywide Stream Maintenance Program
- Maintains investment in earlier habitat improvements
- Improves fish passage and habitat conditions, strengthening the resiliency of native fish populations, including steelhead, against the impacts of climate change

Key Performance Indicators (FY22–36)

1. Complete planning and design for one (1) creek/lake separation.
2. Partially fund the construction of one (1) creek/lake separation project in partnership with local agencies.
3. Use $8 million for fish passage improvements by June 30, 2028.
4. Update study of all major steelhead streams in the county to identify priority locations for fish migration barrier removal and installation of large woody debris and gravel as appropriate.
5. Complete five (5) habitat enhancement projects based on studies that identify high priority locations for large wood, boulders, gravel, and/or other habitat enhancement features.

Geographic Area of Benefit: Countywide

PROJECT E5
SAN FRANCISQUITO CREEK FLOOD PROTECTION, SAN FRANCISCO BAY TO UPSTREAM OF HIGHWAY 101—PALO ALTO



Location of proposed in-channel widening along San Francisquito Creek.

ACTIVE

ADJUSTED

Project E5 FY25 Highlights

- SFCJPA Board reaffirmed its commitment to the goal to provide flood protection from a 70-year event (KPI #2).
- A draft augmented alternatives evaluation report was presented to the SFCJPA Board.
- The City of Palo Alto awarded the construction contract for the Newell Road Bridge Replacement project.

This project is led by the San Francisquito Creek Joint Powers Authority (SFCJPA), of which Valley Water is a member agency, in partnership with the U.S. Army Corps of Engineers (USACE).

Preferred project: A federal-state-local partnership

The project is to construct improvements along San Francisquito Creek from San Francisco Bay to Middlefield Road and additional detention of floodwaters upstream of Highway 280 to provide 1% (100-year event) flood protection, ecosystem protection and recreational benefits to surrounding communities.

Local-state-limited federal funding partnership

San Francisco Bay to Highway 101 (Reach 1)

In 2019, Valley Water completed the construction of the San Francisco Bay to Highway 101 reach of the project to provide 1% flood protection and ecosystem benefits to the neighboring communities. Major improvements included construction of approximately 4,600 feet of floodwalls, 6,100 feet of levees, and encompassed a total of 58 acres, creating a significantly wider creek marsh plain.

Highway 101 to Pope-Chaucer Bridge (Reach 2)

This stretch of the project will remedy channel constrictions and replace bridges at Newell Road and Pope/Chaucer streets to allow the channel to contain floodwaters of approximately 7,500 cubic feet per second, equivalent to approximately a 1.4% flood event (70-year event). Allowing this level of water to flow through the channel will protect approximately 3,000 parcels in Palo Alto from a flood event close to the February 1998 flood, the largest on record. Currently, the channel can only convey between a 4-10% flood event (10- to 25-year event).

The USACE is studying the San Francisquito Creek through its Continuing Authorities Program, Section 205 (CAP 205), which allows the USACE to study, design, and construct small flood risk reduction projects in partnership with non-federal agencies with a maximum project cost of $10 million. The level of protection provided is still being studied but will likely be less than 1%.

The Newell Road bridge replacement, unlike the rest of the project elements in this stretch, is led by the City of Palo Alto, which has applied for funding through Caltrans' Highway Bridge Program (HBP). The project has been programmed by Caltrans to fund approximately 89% of the total cost for replacing the Newell Road bridge, while the local match funds, approximately 11% of the total cost, will be funded by Valley Water through the Safe, Clean Water Program. The City of East Palo Alto and the SFCJPA continue to provide input on the Newell Road Bridge replacement.

The SFCJPA continues to pursue partnerships with federal, state, and local agencies for additional construction funding for the Reach 2 Project.

Benefits

- Provides 1% flood protection to approximately 3,000 homes and businesses in Palo Alto
- Local-state-funding-only project provides approximately 1.4% (70-year event) flood protection for approximately 3,000 homes and businesses in Palo Alto
- Reduces bank erosion and sedimentation-related impacts along San Francisquito Creek
- Provides new or improved habitats for endangered species
- Improves water quality
- Enhances recreational opportunities for the community
- Minimizes operational and maintenance requirements
- Leverages dollars via cost-shares and grants from the state Department of Water Resources and the California Department of Transportation
- Addresses climate change as the project is designed to increase flow capacity, thereby reducing flood risks from storm events projected to become more frequent and intense due to climate change. Furthermore, the project accounts for 2 feet of sea level rise

Key Performance Indicators (FY22–36)

1. Preferred project with federal, state and local funding: Protect more than 3,000 parcels by providing 1% (100-year) flood protection.
2. With state and local funding only: Protect approximately 3,000 parcels by providing 1% (100-year) flood protection downstream of Highway 101, and approximately 1.4% (70-year) protection upstream of Highway 101.

Geographic Area of Benefit: Palo Alto

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Safe, Clean Water and Natural Flood Protection

Fiscal Year 2024-25 Annual Report

Presented by: **Meenakshi Ganjoo**, Program Administrator

November 12, 2025

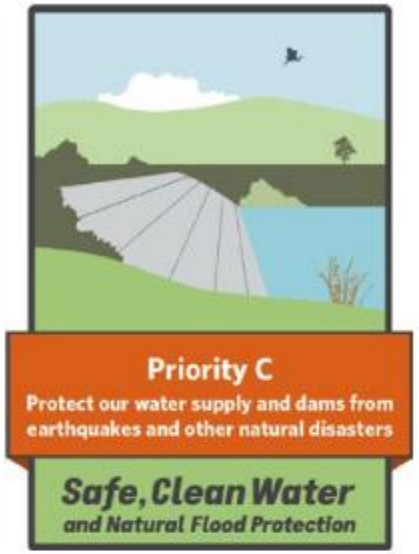
Agenda

- FY25 Annual Report Improvements
- Program Performance
- Next Steps

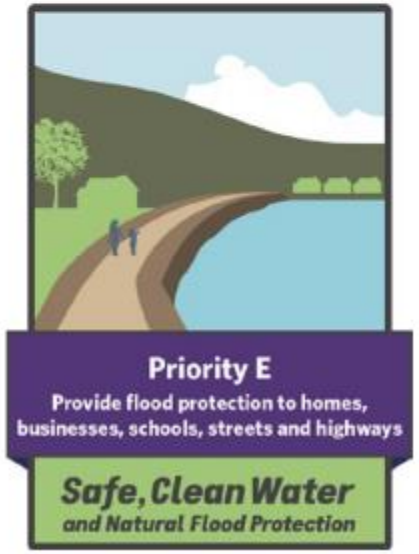
Community-Preferred Priorities











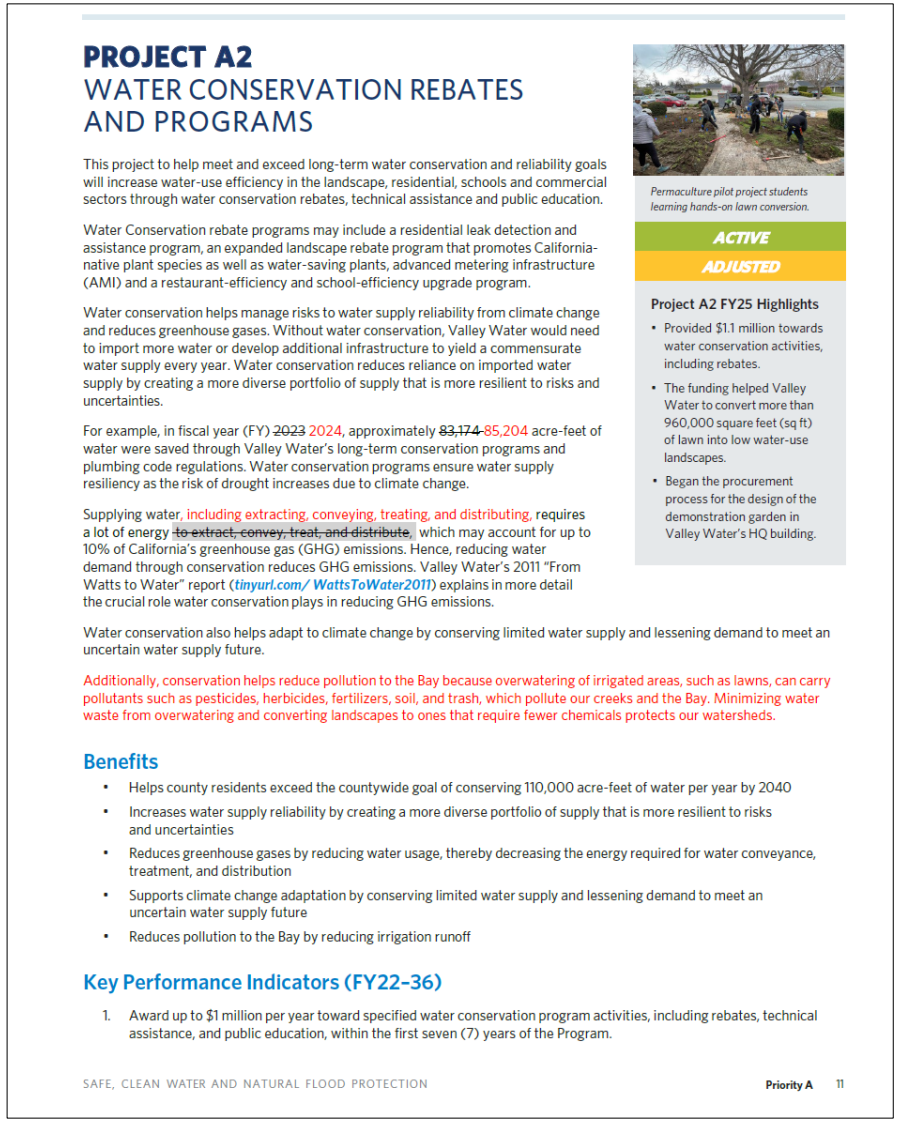


Annual Report Improvements

Report Improvements

Several report improvements, including:

1. Providing information on debt financing.
2. Updating project descriptions by replacing/deleting outdated information



PROJECT A2
WATER CONSERVATION REBATES AND PROGRAMS

Permaculture pilot project students learning hands-on lawn conversion.

ACTIVE

ADJUSTED

This project to help meet and exceed long-term water conservation and reliability goals will increase water-use efficiency in the landscape, residential, schools and commercial sectors through water conservation rebates, technical assistance and public education.

Water Conservation rebate programs may include a residential leak detection and assistance program, an expanded landscape rebate program that promotes California-native plant species as well as water-saving plants, advanced metering infrastructure (AMI) and a restaurant-efficiency and school-efficiency upgrade program.

Water conservation helps manage risks to water supply reliability from climate change and reduces greenhouse gases. Without water conservation, Valley Water would need to import more water or develop additional infrastructure to yield a commensurate water supply every year. Water conservation reduces reliance on imported water supply by creating a more diverse portfolio of supply that is more resilient to risks and uncertainties.

For example, in fiscal year (FY) ~~2023~~ 2024, approximately ~~83,174~~ 85,204 acre-feet of water were saved through Valley Water's long-term conservation programs and plumbing code regulations. Water conservation programs ensure water supply resiliency as the risk of drought increases due to climate change.

Supplying water, including extracting, conveying, treating, and distributing, requires a lot of energy ~~to extract, convey, treat, and distribute~~, which may account for up to 10% of California's greenhouse gas (GHG) emissions. Hence, reducing water demand through conservation reduces GHG emissions. Valley Water's 2011 "From Watts to Water" report (*tinyurl.com/ WattsToWater2011*) explains in more detail the crucial role water conservation plays in reducing GHG emissions.

Project A2 FY25 Highlights

- Provided $1.1 million towards water conservation activities, including rebates.
- The funding helped Valley Water to convert more than 960,000 square feet (sq ft) of lawn into low water-use landscapes.
- Began the procurement process for the design of the demonstration garden in Valley Water's HQ building.

Water conservation also helps adapt to climate change by conserving limited water supply and lessening demand to meet an uncertain water supply future.

Additionally, conservation helps reduce pollution to the Bay because overwatering of irrigated areas, such as lawns, can carry pollutants such as pesticides, herbicides, fertilizers, soil, and trash, which pollute our creeks and the Bay. Minimizing water waste from overwatering and converting landscapes to ones that require fewer chemicals protects our watersheds.

Benefits

- Helps county residents exceed the countywide goal of conserving 110,000 acre-feet of water per year by 2040
- Increases water supply reliability by creating a more diverse portfolio of supply that is more resilient to risks and uncertainties
- Reduces greenhouse gases by reducing water usage, thereby decreasing the energy required for water conveyance, treatment, and distribution
- Supports climate change adaptation by conserving limited water supply and lessening demand to meet an uncertain water supply future
- Reduces pollution to the Bay by reducing irrigation runoff

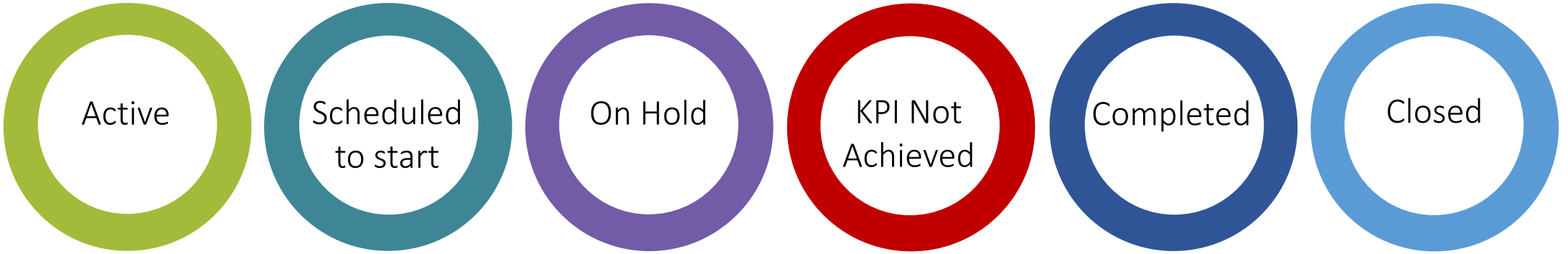
Key Performance Indicators (FY22–36)

1. Award up to $1 million per year toward specified water conservation program activities, including rebates, technical assistance, and public education, within the first seven (7) years of the Program.

SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION **Priority A** 11

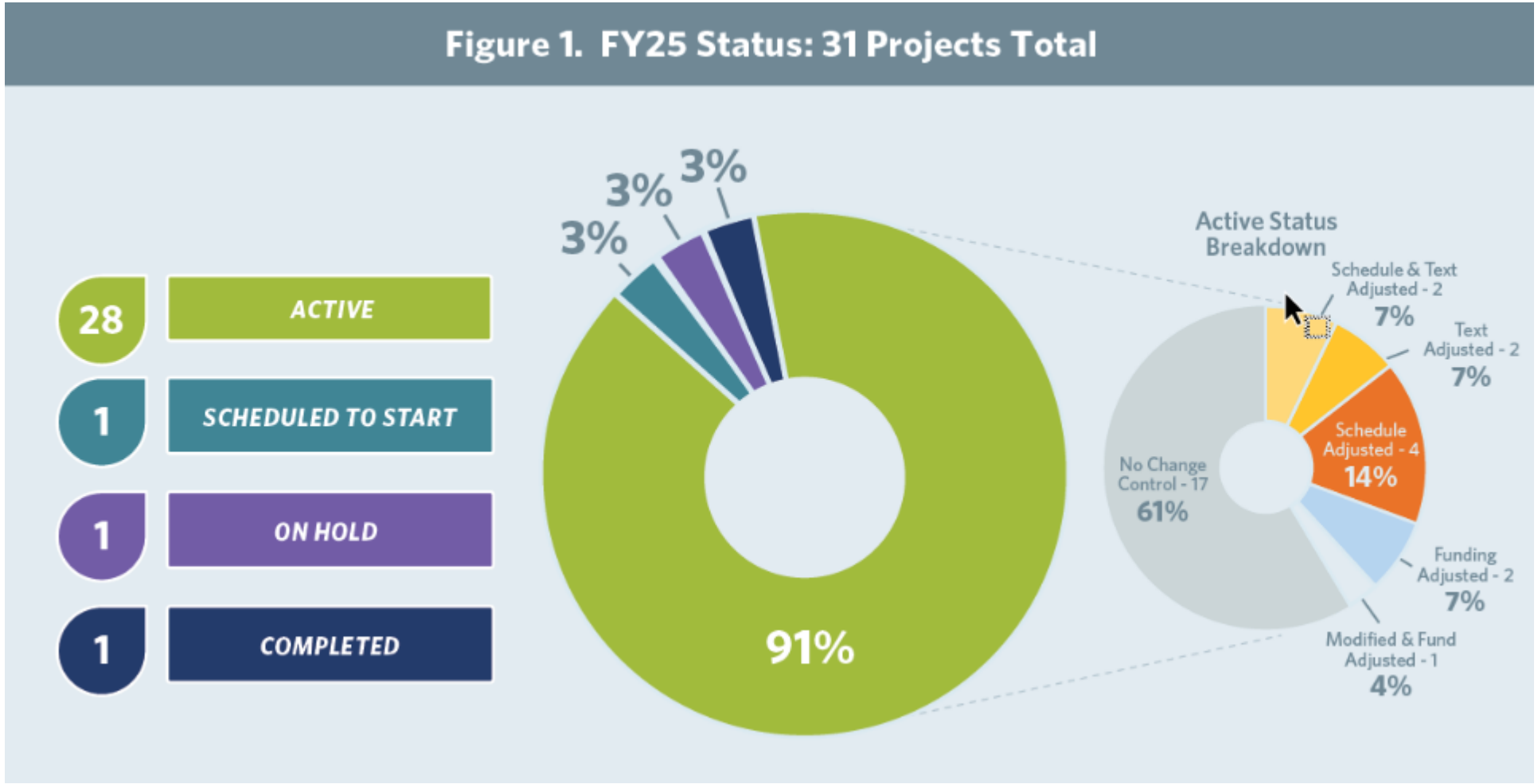
FY2024-25 Annual Report Program Performance

Annual Project Status Categories



Active	Scheduled to start	On Hold	KPI Not Achieved	Completed	Closed
The project is currently underway.	The project is scheduled to start in a future fiscal year.	Work on delivering the project KPIs is temporarily on hold while challenges are being addressed.	Project KPIs were not met.	Project KPIs have been met.	Project KPIs have been met and the project has been closed out.

Annual Project Status



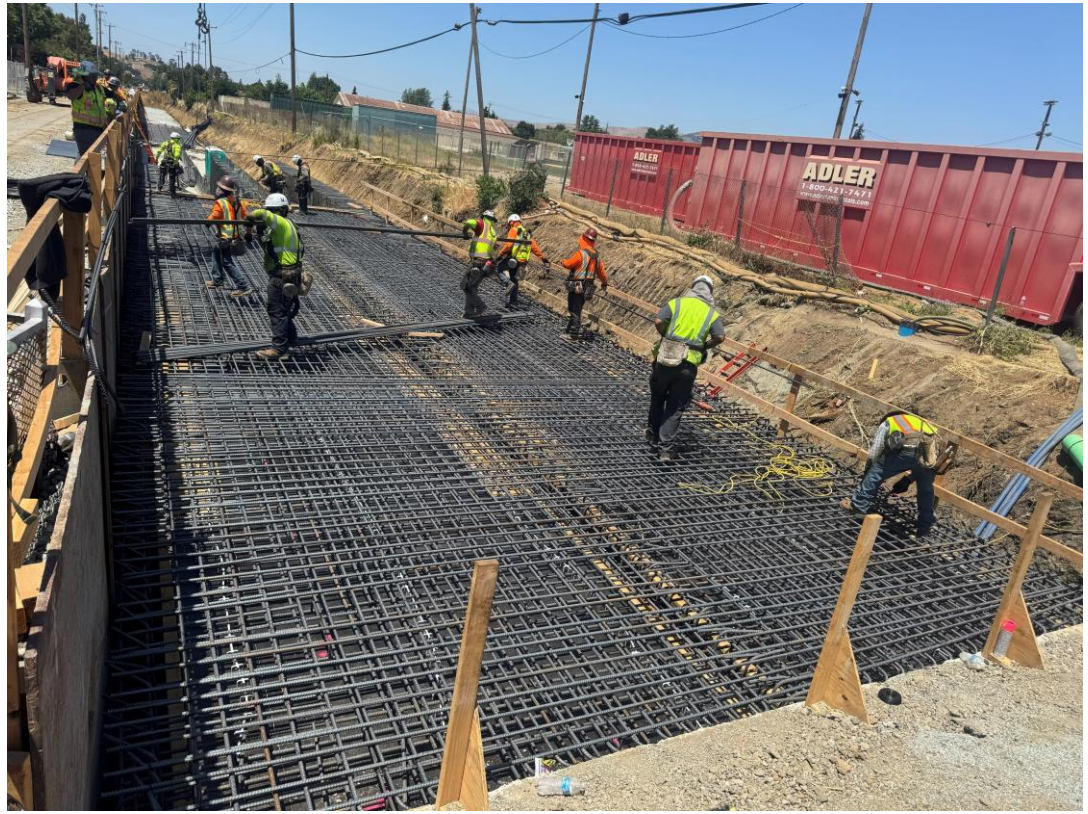
Project Modification FY25

Following the close of the public hearing on August 13, 2024, the Board approved the following Program change:

1. Modifications - funding modification for Project E8: Upper Guadalupe River Flood Protection.

Public Hearing link:
https://scvwd.legistar.com/LegislationDetail.aspx?ID=6816000&GUID=9C85B173-189B-4038-872C-AC2C11C55BBB

FY25 Program Highlights



Installation of reinforced concrete box culvert at Hale Ave.

1. Began construction of the Upper Llagas Creek Flood Protection Project, **Phase 2B**; secured up to **$80 million** in grant funding from the Natural Resources Conservation Service.

2. Board certified the **Final Environmental Impact Report** (EIR); approved the **Engineer's Report** for the Anderson Dam Seismic Retrofit Project.

3. Completed the **Coyote Creek Flood Management Measures Project (Phase 1)**; Board certified the **Final (EIR)** for **Phase 2.**

FY25 Program Highlights…cont.



A San José HOA received a rebate for converting over 30,000 square feet of lawn to a climate-appropriate, low-water-use landscape.

5. Provided **$1.1 million** for water conservation efforts, including **450 rebates** totaling **$876,000**, converting **876,000 sq ft** of lawns to **low-water-use landscapes**.

6. Launched a new rebate program offering **up to $150,000** for creekside property owners to support essential creek maintenance and improvement.

7. Awarded over **$2 million** in grants.

FY25 Program Highlights…cont.



Coyote Creek before (above) and after (below) cleanup.

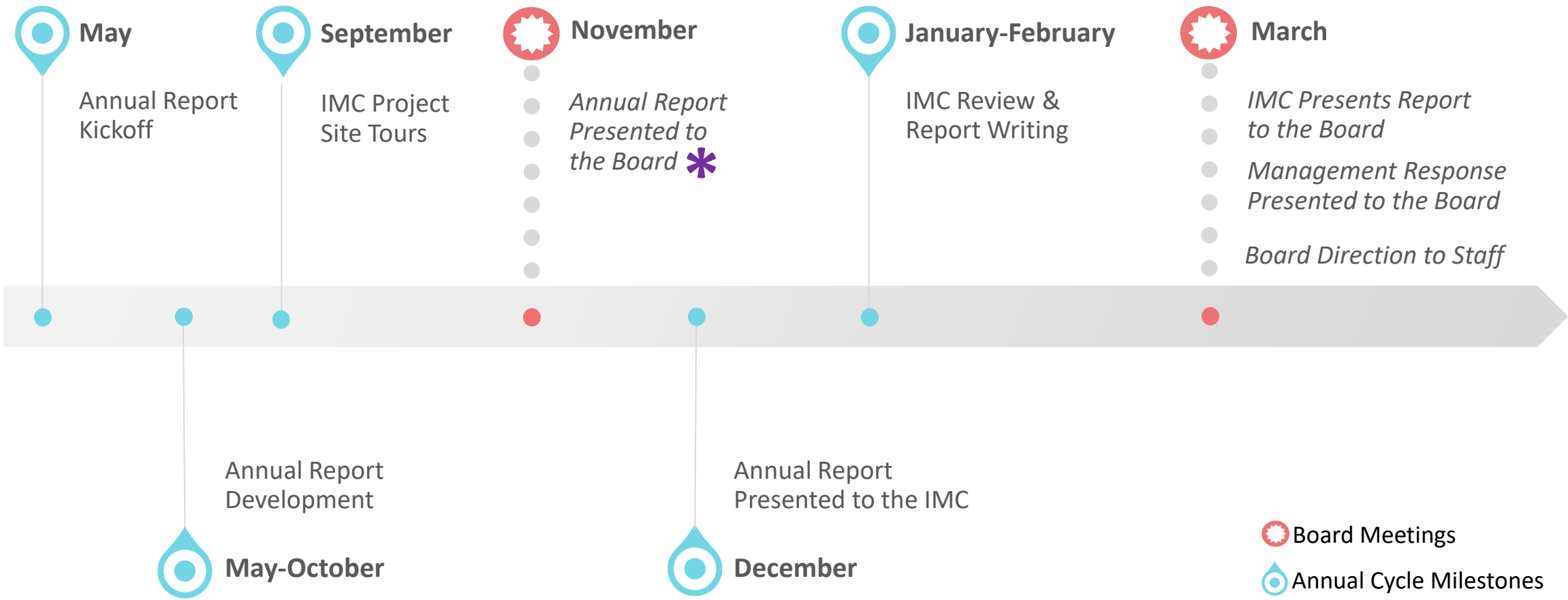


9. Removed **904 tons** of trash from local waterways.

10. Removed **317 cubic yards of vegetation** and **14,545 cubic yards of sediment** from creeks to reduce flood risks.

11. Managed nearly **4,321 acres** to clean up encampment-generated trash, debris, and hazardous pollutants.

Next Steps: Annual Report & IMC Review Timeline

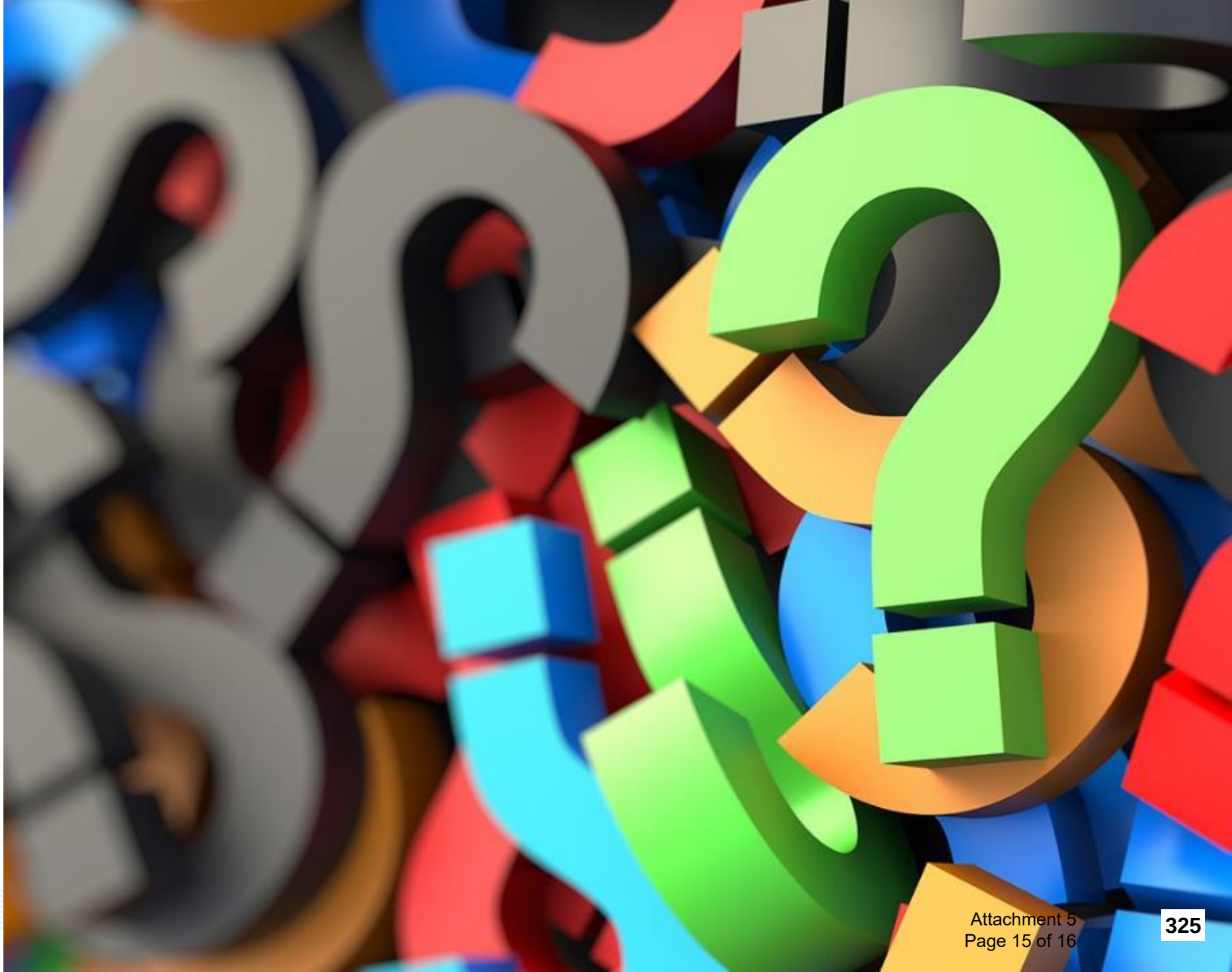


Board Actions Today

1. Approve the Fiscal Year 2024-2025 (FY25) Safe, Clean Water and Natural Flood Protection Program Annual Report, with text adjustments to projects
2. Authorize staff to submit it to the Independent Monitoring Committee for its review; and
3. Authorize staff to update the Annual Report with audited financials.

QUESTIONS

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Valley Water



Valley Water

Clean Water • Healthy Environment • Flood Protection

Santa Clara Valley Water District

File No.: 25-0947

Agenda Date: 11/12/2025
Item No.: 8.2.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Receive an Informational Update on the Capital Improvement Program Prioritization Process Enhancements.

RECOMMENDATION:
Receive an informational update on the Capital Improvement Program Prioritization Process Enhancements.

SUMMARY:

In response to the challenges identified in executing Santa Clara Valley Water District's (Valley Water) Capital Improvement Program (CIP) and the feedback received from the Board during the August 29, 2025, workshop, staff has implemented a series of refinements to the CIP Prioritization Process. These enhancements aim to better align project prioritization with risk to public health and safety, strategic goals, and financial feasibility, ensuring that limited funding is directed toward the most critical and impactful projects.

To support the Board's review of the enhanced process, staff have prepared a PowerPoint presentation (Attachment 1).

The enhanced process will be used in this year's CIP Development Cycle to prepare the CIP Preliminary FY 2027-31 Five-Year Plan, which is scheduled to be presented to the CIP Committee on December 15, 2025, and to the Board on January 13, 2026.

Funding Categories

To assist with decision-making and resource allocation, projects will continue to be organized into three funding categories that reflect their risk exposure and urgency:

Category 1 - High Risk Exposure

- Urgent repair or replacement needs

- Projects that are **regulatory/mandated** or driven by **public health and safety**
- Projects currently **under construction** or requiring immediate continuation

Category 2 - Moderate Risk Exposure

- **Critical repairs or replacements** needed to maintain service reliability
- Projects primarily addressing **public health and safety**, but without the immediacy of Category 1

Category 3 - Low Risk Exposure

- **New infrastructure** or **placeholder projects** that support long-term goals
- Projects that align with **strategic and master planning** priorities but are not urgent

These categories serve as initial funding filters, enabling the Board to focus resources on high-risk and mandated projects while maintaining visibility of longer-term investments in the capital pipeline.

Evaluation Criteria for Further Project Assessment

Staff will use four key evaluation criteria to refine prioritization within each Funding Category. These criteria ensure that funding decisions are risk-informed, strategically aligned, and financially responsible.

- **Criteria A - Public Health, Safety, and Regulatory Compliance**

Evaluates the extent to which a project addresses urgent health or safety risks or fulfills mandated requirements, including Board Directives, and commitments to the Safe, Clean Water Program and other Valley Water commitments.

- **Criteria B - Implications of Deferral**

Considers the operational, financial, or compliance risks if a project is delayed.

- **Criteria C - Alignment with Strategic and Master Plans**

Assesses consistency with Valley Water's **Watershed and Water Supply Master Plans** and regional objectives. Projects originating from these plans typically undergo extensive needs assessments and multidimensional risk analyses, which serve as the criteria used for prioritizing recommendations to the Board.

- **Criteria D - Funding and Partnership Opportunities**

Evaluates the **financial feasibility** of a project, including available funding sources, partnership potential, and cost certainty.

Projects not originating from master or strategic plans will be evaluated under Criteria A, B, and D to

ensure sound investment prioritization.

Strategies for Addressing Financial Feasibility

To enhance flexibility and fiscal responsibility in the CIP decision-making process, staff will implement strategies to manage funding limitations and optimize available resources. Examples of these strategies may include the following:

- **Phased Implementation:** Break projects into smaller, manageable phases to distribute costs over multiple years.
- **Prioritize Key Areas:** Focus on critical “hotspots” or segments where immediate intervention yields significant benefits.
- **Rescope Project Goals:** Adjust project scope to better align with available funding or partnership opportunities.
- **Consider Deferral:** Where appropriate, defer lower-priority projects to future cycles to secure additional resources or improve readiness.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with receiving an informational update. This action is unlikely to or will not result in disproportionate impacts on any specific communities relative to the general population from the implementation of this project/program.

FINANCIAL IMPACT:
There is no financial impact associated with conducting a Board workshop.

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

ATTACHMENTS:
Attachment 1: PowerPoint

UNCLASSIFIED MANAGER:
Luz Penilla, 408-630-2228





Enhancing CIP Prioritization

Strategies for Risk-Informed and Sustainable Investment Decisions

Presented by:
Luz Penilla, Office of Integrated Water Management Assistant Officer

Valley Water

Agenda

- **Prioritization Enhancements**
  - Background
  - Funding Categories
  - Evaluation Criteria
- **Strategies for Financial Feasibility & Effective Partnerships**
- **Next Steps**

Background

Potential Enhancements To CIP Prioritization Criteria (**Aug 2025 Workshop**)

Criteria for Consideration

1. Fund-Specific Prioritization:

Water Supply Projects	Watersheds Flood Protection Projects	Safe, Clean Water Flood Protection Projects
• Alignment with Strategic Plans • e.g., Water Supply Master Plan	• Flood Risk	• Flood Risk • SCW Voter Commitments

2. Financial Viability:

- Funding Availability (internal or external)
- Cost Certainty

3. Feasibility of Phasing:

- Lower Cost, Alternative Solutions (e.g., interim repairs or upgrades in lieu of full replacement)

4. Operational Impacts and Sustainability

Capital Improvement Program
(Funding Filters Categories/Criteria)

Funding Categories

Category 1 Projects

- High Risk Exposure
  - Urgent repair/replacement
  - Regulatory/Mandated or public health & safety driven
- Under construction



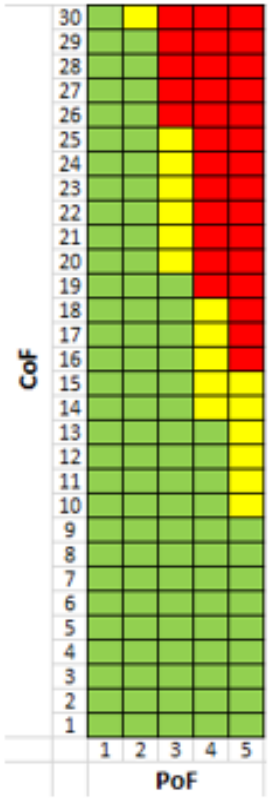
Category 2 Projects

- Moderate Risk Exposure
  - Critical repair or replacement
  - Public health & safety driven

Category 3 Projects

- Low Risk Exposure
- New infrastructure or placeholder project
- Alignment with long-term plans

Asset Management Program Risk Exposure (SAMPLE)

Consequence of Failure		x	*Probability of Failure*	=	*Risk Exposure*
Social (50% of CoF)	Service Delivery		1 = New or Recently Rehabiltated 2 = Good Condition, Only Minor Defects 3 = Defects Requiring Monitoring, But Fully Functional 4 = Requires Corrective Action, Functionality Threatened 5 = Failed, Unable to Satisfy LOS, Requires Immediate Action		
	Community Impacts				
	Workplace Safety				
Environmental (17% of CoF)	Environmental Impacts				
Economic (33% of CoF)	Financial Impacts				
	Impact to Reputation				

Factors assessed vary and depend on the type of asset evaluated and the complexity of the system

Criteria for Further Project Evaluation

Criteria		
A		**PUBLIC HEALTH & SAFETY / REGULATORY** Includes Public Health and Safety **and SCW/VW Commitments**
B		**IMPLICATIONS OF DEFERRAL** Evaluates operational, financial, or compliance impacts if delayed
C		**ALIGNMENT WITH STRATEGIC AND MASTER PLANS*** Assesses consistency with **Valley Water's Watersheds Master Plans, Water Supply Master Plan**, and regional objectives
D		**FUNDING AND PARTNERSHIP OPPORTUNITIES** Assesses financial feasibility, partnerships, and cost certainty

*** Master Plan projects are assessed against a wide range of needs and criteria that depend on the complexity of the system and assets, including environmental, social, and economic risk evaluations.**

Strategies for Addressing Financial Feasibility Issues

- Explore Alternative Options for Consideration:
  - Phased Implementation
  - Prioritize Key Areas (e.g., flooding/failure “hotspots”)
  - Rescope Project Goals
  - Consider Deferring

Building Effective Strategic Partnerships

- Foster a Collaborative and Committed Partnership
- Align Efforts to Reach Shared Objectives
- Leverage Each Partner's Unique Strengths and Resources
- Acknowledge Budget Constraints in Independent Project Execution

Next Steps

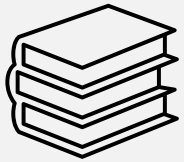
Capital Improvement Program 5-Year Plan

Evaluation Team	Preliminary	Draft	Final
Initially Validated Projects Cost-Benefit Analysis	FINANCIAL ANALYSIS WORKSHOPS Evaluation Team Recommendations A. New Projects B. Funding Sources C. Projects for Removal	Public Review & Hearings	Publish CIP Final Five-Year Plan
F Jul-Nov	F Dec-Jan	F Feb-May	Jun

Funding Filters for Prioritization

B Staff Receives **Board Direction**

B **Board Adopts** CIP 5-Year Plan



F CIP Committee and/or Board Feedback

B Key Decision Points for Board

CIP Five-Year Plan Available Online

SCAN THE QR CODE:

Or visit this website:
delivr.com/24wqn

END OF PRESENTATION

Questions & Answers



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Santa Clara Valley Water District

File No.: 25-0691

Agenda Date: 11/12/2025
Item No.: 8.3.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Receive an Overview of the Initially Validated and Currently Unfunded Capital Projects.

RECOMMENDATION:
A. Review the list of initially validated and currently unfunded Capital Projects; and
B. Provide feedback as necessary.

SUMMARY:
The annual update of the Capital Improvement Program (CIP) Five-Year Plan includes project plan updates for all existing capital projects and a Validation Process to review and evaluate potential new capital projects for inclusion in the CIP, along with review points for the CIP Committee and decision points for the Board.

CIP Development Process Overview

Each year, Santa Clara Valley Water District (Valley Water) staff can submit new projects to be considered for inclusion in Valley Water's CIP. For each potential new project, staff develops a business case to compare capital, non-capital, and non-asset alternative solutions; evaluates the lifecycle costs of these solutions; and identifies a recommended solution that minimizes lifecycle cost while balancing service levels and risk.

From May through September, staff submits the business case for review by their respective Deputy Operating Officer (DOO) or Deputy Administrative Officer (DAO). If staff's respective DOO/DAO approves the project, it is submitted to the CIP coordinator. Simultaneously, project managers update their existing capital projects to reflect changes to scope, schedule, and project cost/planned expenditures, which are also subject to approval by the respective DOO/DAO.

Between October and November each year, these newly proposed, initially validated projects will be presented to the CIP Committee and Board, along with a list of currently unfunded projects that have been validated during prior years, for review and comment. Committee and Board feedback will be considered when preparing the funding scenarios for the CIP Preliminary Five-Year Plan.

Initially Validated Unfunded Projects

There are 11 unfunded projects for the Board's consideration this CIP Development Cycle: three initially validated projects and eight previously validated/currently unfunded projects. Project descriptions of each of the Initially Validated Projects are included in the PowerPoint (Attachment 1). For a high-level overview of the Initially Validated Unfunded Projects List, see the table below:

Project Name	Estimated Total Project Cost ($ thousands w/inflation)	Phase	Potential Funding Source	Type of Improvement/Infrastructure
FY 2025-26 Initially Validated Projects				
Pure Water Silicon Valley - Full-Scale Direct Potable Reuse (DPR) Facility	$2,448,896	Planning	Fund 61	WS - NEW Infrastructure
Santa Teresa Water Treatment Plant (STWTP) Rehabilitation (Water Treatment Plant Master Plan Implementation)	$242,668	Design	Fund 61	WS - Existing Infrastructure
Aquatic Resource Creation at Ford Road Percolation Pond	$6,366	Planning	Funds 12/26/61	WRS - Existing Infrastructure
Current Unfunded Projects				
Llagas Creek - Lower, Capacity Restoration, Buena Vista Road to Pajaro River	$98,831*	Planning	Fund 12	FP - Existing Infrastructure
Permanente & Hale Creek Concrete Replacement	$20,810	Design	Fund 12	FP - Existing Infrastructure
Calabazas/San Tomas Aquino Creek Marsh Connection - Construction (ONLY)**	$34,562	Construction	Fund 12	WRS - Existing Infrastructure
Pond A4 - Phase 2 (Construction ONLY)**	$32,128	Construction	Fund 12	WRS - NEW Infrastructure
South Babb Flood Protection - Long-Term	$22,070	Planning	Fund 12	FP - Existing Infrastructure
Almaden-Calero Canal Rehabilitation - Phase II	$13,071	Planning	Fund 61	WS - Existing Infrastructure
Alamitos Operable Dam Replacement	$13,889	Planning	Fund 61	WS - Existing Infrastructure
Palo Alto Purified Water Project (PAPWP)	$1,097,076***	Planning	Fund 61	WS - NEW Infrastructure

Water Supply - WS
Water Resources Stewardship - WRS
Flood Protection - FP
* Llagas Capacity has prior year actuals = $6,947, TPC = $105,778
** Planning and Design phases of these projects are currently funded in the CIP Five-Year Plan.
*** PAPWP Fund 61 unfunded cost is $14,633,000; Public Private Partnership (P3 contribution for PAPWP) is $1,082,443,000

Annual Process for Development of the CIP Preliminary Five-Year Plan

Project Plans updated annually. Every year, capital project managers update their project plans to reflect changes to project scope, schedule, and cost. In the fall of each year, CIP and Finance staff compile the data from existing CIP project plans, collect the operational forecast information, and run the financial models.

Board consideration for removal or inclusion of projects in the CIP. Due to increasing capital costs, Valley Water's Funds are facing constraints. To address this, staff held a Board workshop on August 29, 2025, which outlined the financial challenges and identified potential funding solutions. Staff will return on November 12, 2025, to present this year's list of validated unfunded projects and to discuss prioritization strategies for the upcoming development of the CIP Preliminary Five-Year Plan. Feedback from the Board will assist staff in developing scenarios for financial analysis and preliminary CIP recommendations.

Staff analysis and recommendations. The CIP Evaluation Team (Chief Executive Officer (CEO), Assistant CEO, Chiefs and Deputies of the divisions initiating, delivering, implementing, and operating capital projects) will then meet on November 18, 2025, to consider the Board's feedback and review the financial models. The Team will determine which, if any, unfunded projects should be recommended for inclusion and whether any of the currently funded capital projects should be

recommended for removal, re-scoping/phasing, deferment, or placement on the unfunded list for the next CIP Five-Year Plan being developed.

To ensure Valley Water's high-priority business needs are met in adherence to Board policy, the CIP Evaluation team reviews the projects based upon:

- Board Priorities
- Asset's remaining lifespan
- Available funding
- Urgency of investment

CIP Committee review and feedback. Based upon the outcome of its review, the CIP Evaluation Team will provide recommendations regarding whether any projects should be recommended for inclusion, removal, re-scoping/phasing, deferment, or placement on the unfunded list for the next CIP Five-Year Plan being developed. Funding scenarios that include these recommendations will be presented to the CIP Committee in December, for review and feedback, along with the CIP Preliminary FY 2027-31 Five-Year Plan. In addition, the CIP Committee will receive an overview of the significant project plan updates from prior year's Board-adopted CIP FY 2026-30 Five-Year Plan.

Board direction. Each January, CIP and Finance staff update the funding scenarios to include staff and CIP Committee recommendations, which will be presented to the full Board during a Funding Scenario Workshop, as part of the CIP Preliminary Five-Year Plan and Groundwater Charges item. Each year, direction regarding capital project funding is provided by the Board through its approval of CIP Preliminary Five-Year Plan.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice and equity impacts associated with receiving an overview of the Initially Validated and Currently Unfunded Capital Projects.

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: PowerPoint

UNCLASSIFIED MANAGER:

Luz Penilla, 408-630-2228






Development of the CIP Preliminary FY 2027-2031 (FY 27-31) Five-Year Plan

Overview of Initially Validated and Unfunded Projects

Presented by:
Jessica Collins, Business Planning and Analysis Unit Manager - Office of Integrated Water Management
November 12, 2025

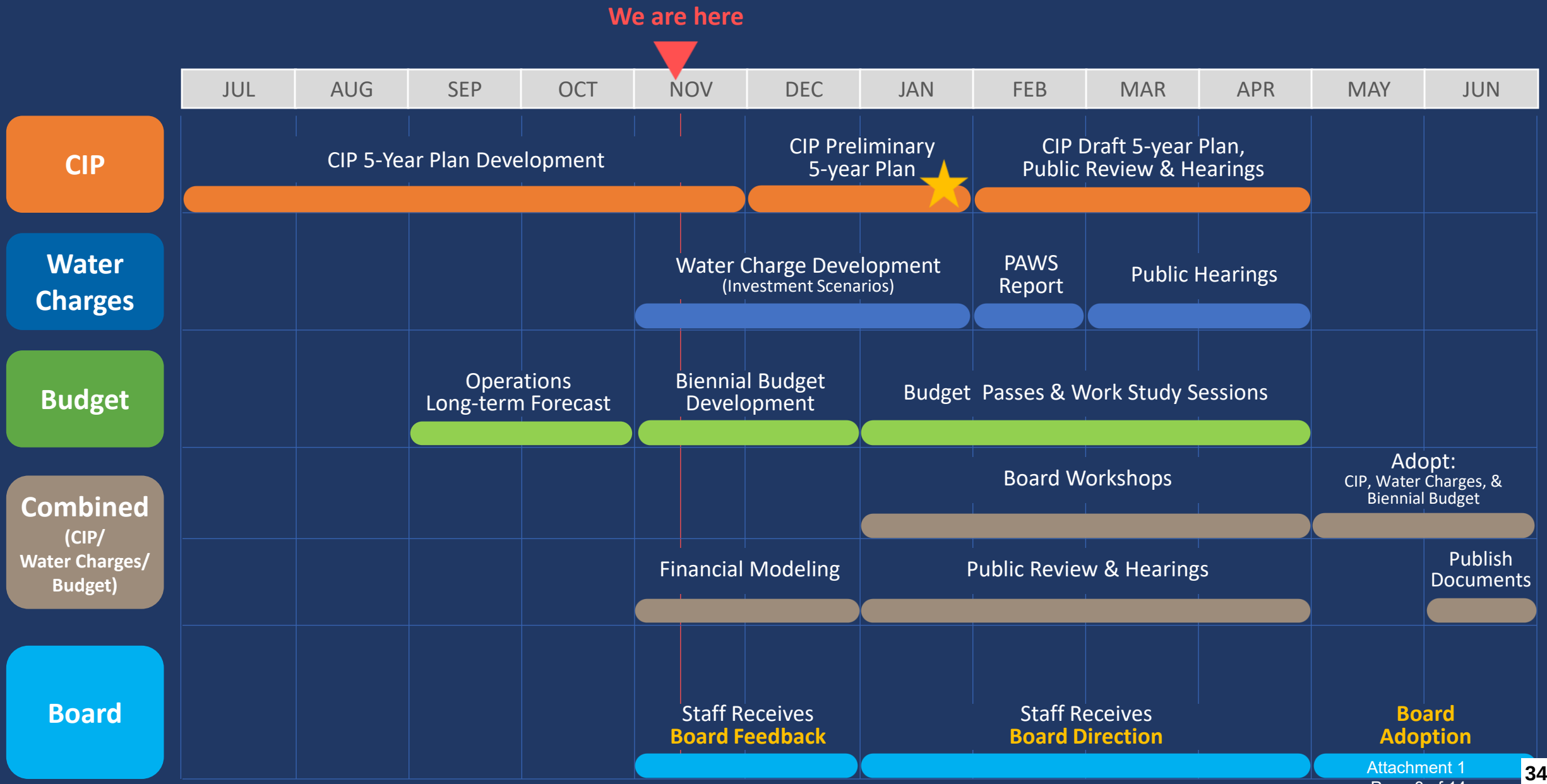
Valley Water

Presentation Outline

1. **Annual CIP 5-Year Plan Timeline**
2. **Unfunded Project List**
   A. FY 2025-26 Initially Validated Projects
   B. Current Unfunded Capital Projects
3. **Overview of FY 2025-26 Initially Validated Projects**
4. **Next Steps**



Annual CIP, Biennial Budget & Water Charges Development Timeline



Annual CIP 5-Year Plan Timeline

We are here

Capital Improvement Program 5-Year Plan

Evaluation Team	Preliminary	Draft	Final

Initially Validated Projects

Cost-Benefit Analysis

Capital Project Plan Updates

Funding Filters for Prioritization

FINANCIAL ANALYSIS WORKSHOPS

Evaluation Team Recommendations
A. New Projects
B. Funding Sources
C. Projects for Removal

Staff Receives **Board Direction** (B)

Public Review & Hearings

Board Adopts CIP 5-Year Plan (B)

Publish CIP Final Five-Year Plan



F Jul-Nov	F Dec-Jan	Feb-May	Jun

F CIP Committee and/or Board Feedback; 10/20; 11/12; 12/15

B Key Decision Points for Board; 1/13; 5/12

Initially Validated and Currently Unfunded Projects

Feedback on projects to be considered for inclusion

Initially Validated and Currently Unfunded Projects

Project Name	Estimated Total Project Cost ($ thousands w/inflation)	Phase	Potential Funding Source	Type of Improvement/Infrastructure
FY 2025-26 Initially Validated Projects				
Pure Water Silicon Valley - Full-Scale Direct Potable Reuse (DPR) Facility	$2,448,896	Planning	Fund 61	WS - NEW Infrastructure
Santa Teresa Water Treatment Plant (STWTP) Rehabilitation (Water Treatment Plant Master Plan Implementation)	$242,668	Design	Fund 61	WS - Existing Infrastructure
Aquatic Resource Creation at Ford Road Percolation Pond	$6,366	Planning	Funds 12/26/61	WRS - Existing Infrastructure
Current Unfunded Projects				
Llagas Creek - Lower, Capacity Restoration, Buena Vista Road to Pajaro River	$98,831*	Planning	Fund 12	FP - Existing Infrastructure
Permanente & Hale Creek Concrete Replacement	$20,810	Design	Fund 12	FP - Existing Infrastructure
Calabazas/San Tomas Aquino Creek Marsh Connection - Construction (ONLY)**	$34,562	Construction	Fund 12	WRS - Existing Infrastructure
Pond A4 - Phase 2 (Construction ONLY)**	$32,128	Construction	Fund 12	WRS - NEW Infrastructure
South Babb Flood Protection - Long-Term	$22,070	Planning	Fund 12	FP - Existing Infrastructure
Almaden-Calero Canal Rehabilitation - Phase II	$13,071	Planning	Fund 61	WS - Existing Infrastructure
Alamitos Operable Dam Replacement	$13,889	Planning	Fund 61	WS - Existing Infrastructure
Palo Alto Purified Water Project (PAPWP)	$1,097,076***	Planning	Fund 61	WS - NEW Infrastructure

Water Supply – WS
Water Resources Stewardship – WRS
Flood Protection – FP

* Llagas Capacity has prior year actuals = $6,947, TPC = $105,778

** Planning and Design phases of these projects are currently funded in the CIP Five-Year Plan.

*** PAPWP Fund 61 unfunded cost is $14,633,000; Public Private Partnership (P3 contribution for PAPWP) is $1,082,443,000

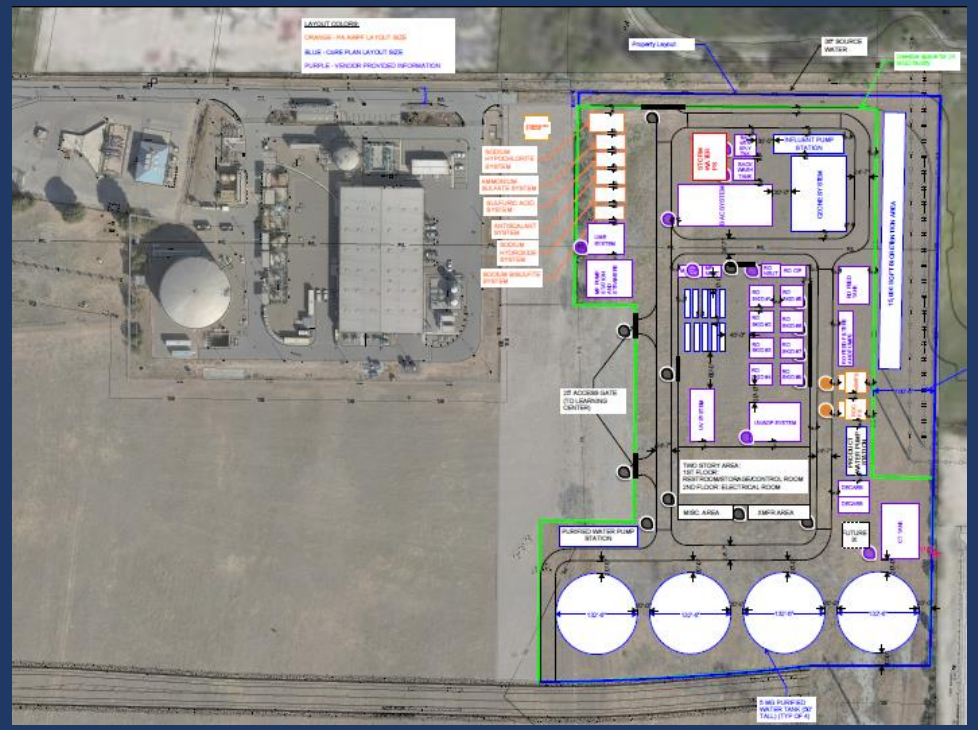
Pure Water Silicon Valley

TPC: $2.45B
Funding: Funds 61*
Duration: 7-10 Years
Location: San Jose, CA

Facility near SVAWPC



Direct Potable Reuse Facility



Objectives:

1. Provide a drought-proof and locally controlled water supply
2. Design, construct and permit a Direct Potable Reuse Full-Scale Facility
3. Meet the Board's approved goal of 24,000 Acre-Feet per Year (AFY) of potable reuse by 2035

* Placeholder dollars for this project are included in the 2025 PAWS Report.

Pure Water Silicon Valley

Background:

- In January 2023, Valley Water and Cities of San Jose and Santa Clara singed a Letter of Intent (LOI) to collaborate on the expansion of recycled and purified water in the County. The LOI provides the basis to develop a collaborative agreement to advance indirect and direct potable reuse in northern Santa Clara County.
- In February 2024, the Board of Directors directed staff to proceed with the development of a direct potable reuse (DPR) project in collaboration with the City of San Jose and City of Santa Clara.
- On August 7, 2025, Valley Water released an RFP for the design of the DPR Demonstration (Demo) Facility. Once built, the Demo Facility will serve for data gathering, validation testing and educate the public on potable reuse. The construction of the Demo Facility is expected to be completed by 2030, followed by the Full-Scale DPR Facility.

Benefits:

- Provide up to 24,000 Acre-Feet per Year (AFY) of purified water to Santa Clara County by 2035
- Provide safe and reliable source of water to County residents

Projected Milestones / Deliverables:

- Planning: 5 Years
- Design: 4 Years
- Construction: 4 Years
- Closeout: 1 Year
- Completion: 2036

STWTP Rehabilitation Project

(Water Treatment Plant Master Plan Implementation Project)

TPC: $242.7M
Funding: Fund 61*
Duration: 8 Years
Location: San Jose, CA

Project Site





Protect and Maintain Existing Water Infrastructure

Objectives:

1. Replace aging assets throughout the treatment plant.
2. Implement process improvements to increase plant reliability.

* Placeholder dollars for this project are included in the 2025 PAWS Report.

STWTP Rehabilitation Project

(Water Treatment Plant Master Plan Implementation Project)

Linkage to Adopted CIP:

1. Planning was part of the WTP Master Plan Implementation Project (WTP MPIP)
   A. All WTP needs were prioritized into three 10-year buckets: (1) 2025-2034, (2) 2035-2044, (3) 2045-2054.
   B. This is the first recommended capital project from priority 1.

Benefits:

1. Replaces aging infrastructure
2. Enhances disinfection flexibility while improving regulatory compliance and monitoring
3. Upgrades operational flexibility and reliability by improving electrical and chemical systems
4. Renews ozone generation equipment at both STWTP and PWTP, while ensuring a single supplier

Projected Milestones / Deliverables:

1. Design phase complete in December 2030
2. Construction beginning 2030 and complete in Spring 2034

Aquatic Resource Creation at Ford Rd Perc Pond





TPC: $6.4M
Funding: Funds 12/26/61*
Duration: 3-4 Years
Location: San Jose, CA

Objectives:

1. Meet Valley Water's mitigation requirements for the Coyote Creek watershed for Stream Maintenance Program (SMP-3), Anderson Dam Seismic Retrofit Project (ADSRP), Coyote Creek Flood Protection Project (CCFPP), and/or other project and programs.
2. Create approximately 3 acres of jurisdictional waters and/or wetland aquatic resources
3. Enhance approximately 4 acres of jurisdictional waters in Coyote Creek
4. Enhance approximately 0.4 acre of jurisdictional wetland adjacent to Coyote Creek

* This project will be funded by the projects/funds that receive mitigation credit.

Aquatic Resource Creation at Ford Rd Perc Pond

Background:

- Valley Water's unused Ford Road Percolation Pond along Coyote Creek (Facility No. 9266) has been identified by various program and project staff as a location where waters and wetlands could be successfully established. In April 2025, Water Utility determined that its potential uses of the pond were either unsuitable for the location, very unlikely to be approved by regulators, or prohibitively expensive and is open to the idea of using the Ford Pond as a mitigation site, especially since many Water Utility/dams projects are looking for mitigation.
- ADSRP prepared a reconnaissance-level assessment of mitigation opportunities at this site that found that up to five acres of aquatic resources could potentially be created. This is a notably large area, located entirely within Valley Water fee, directly adjacent to Coyote Creek, and close to the urban core of Coyote Creek (where Valley Water project impacts tend to be located), but with only minor recreational and encampment constraints. As a result, creating a substantial amount of aquatic resources at this location has a high likelihood of being successfully established relatively quickly and requiring relatively little maintenance over time.

Benefits:

(1) Provide the most valuable form of mitigation – aquatic resource creation - in the Coyote Creek watershed, where multiple programs need mitigation credit

(2) Facilitate timely permit acquisition and regulatory compliance for SMP-3, ADSRP, CCFPP, and/or other projects and programs

(3) Create and enhance habitats at a location with simplified logistics (on Valley Water fee) and high likelihood of success (no encampment or encroachment stressors) with minimal long-term maintenance

(4) Promote Valley Water's stewardship mission by mitigating where recommended by a watershed plan and fish and other wildlife will benefit

Projected Milestones / Deliverables:

- Planning Phase-2027
- Design Phase -2028
- Construction Phase- 2029

Next Steps: Integrated Financial Planning Schedule

REF #	MEETING		MILESTONE
	CIP CMTE	BOARD	
1	9/29/25		Annual CIP Development Process Overview/Integrated Financial Planning Schedule
2		10/14/25	Annual CIP Development Process Overview/Integrated Financial Planning Schedule
3	10/20/25		New Initially Validated & Unfunded Projects Presentation
4		★ 11/12/25	Review Proposed Improvements to CIP Prioritization; and New Initially Validated & Unfunded Projects Water Rate Planning Overview Biennial Budget Process Overview
5	12/15/25		Review Significant Project Plan Updates; List of Re-Prioritized Capital Projects; and CIP Preliminary FY 27-31 Five-Year Plan (Financial Modeling & CIP Updates From Adopted FY26-30 Plan) Initiate SCW Public Hearing Process (if required)
6		1/13/26	CIP Preliminary 5-yr Plan Workshop (Financial Modeling & Significant Updates); Board to Provide Direction CIP SCW/WS Preliminary 10-yr Financial Analysis Preliminary Water Rate Analysis & Scenarios Set time and place for SCW Public Hearing (if required) Combined Presentation
7		1/27/26	Open SCW Public Hearing and Cont. (if required) 1st Pass Budget Update
8		2/10/26	Cont. or Close SCW Public Hearing (if required)
9		2/24/26	Close SCW Public Hearing (if required)
10		3/10/26	2nd Pass Budget Update Draft CIP (Authorize to Distribute for Public Review)
11		4/14/26	Ground Water Charge Public Hearings Begin
12		4/16/26	Ground Water Charge Public Hearing in South County (Gilroy)
13		4/28/26	Ground Water Charge Public Hearings Close CIP Public Hearing Begins
14		4/29/26	Budget Work-study Session CIP Public Hearing Continues
15		5/12/26	Close CIP Public Hearing Board Adoption of Water Rates, CIP, Budget, Investment and Debt Resolutions (w/Final CIP and Budget Reports by 6/30/2025)

LEGEND

- CIP
- Budget
- Water Rates
- Safe Clean Water (SCW)

CIP Five-Year Plan Available Online

SCAN THE QR CODE:

Or visit this website:
delivr.com/24wqn

END OF PRESENTATION

Questions & Answers



Santa Clara Valley Water District

File No.: 25-0906

Agenda Date: 11/12/2025
Item No.: 8.4.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Approve Amendment No. 6 to Agreement A3675A with GEI Consultants, Inc., for Environmental Services for the Calero and Guadalupe Dam Seismic Retrofits Project, Project No. 91084020, Increasing the Not-to-Exceed Fee by $5,888,623 for a Revised Total Not-to-Exceed Fee of $14,818,434 and Extending the Agreement Term to June 30, 2028 (San Jose, District 1).

RECOMMENDATION:
Approve Amendment No. 6 to Agreement A3675A with GEI Consultants, Inc., for Environmental Services for the Calero and Guadalupe Dam Seismic Retrofits Project, Project No. 91084020, Increasing the Not-to-Exceed Fee by $5,888,623 for a Revised Total Not-to-Exceed Fee of $14,818,434 and Extending the Agreement Term to June 30, 2028.

SUMMARY:
Santa Clara Valley Water District (Valley Water) is undertaking the Calero Dam Seismic Retrofit Project (CDSRP) and Guadalupe Dam Seismic Retrofit Project (GDSRP) to address seismic stability deficiencies, rehabilitate aging appurtenant dam facilities, and to ensure compliance with current dam safety standards. Amendment No. 6 to Agreement A3675A with GEI Consultants, Inc. (Consultant) will split funds between CDSRP and GDSRP and allow the Consultant to continue environmental planning, mitigation planning, environmental design review, and preparation of technical reports. This includes new scope for the preparation of Environmental Impact Reports (EIRs) and associated technical studies pursuant to the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and to acquire natural resource agency permits necessary for construction of both CDSRP and GDSRP. The amendment also adds new scope items for fisheries analysis and natural resource agency permitting for both projects.

Agreement No. A3675A Amendment History and Prior Board Actions

On August 27, 2013, the Board approved the agreement with GEI Consultants Inc. up to a not-to-exceed amount of $4,903,830 to perform planning and environmental services for the projects.

Amendment No. 1 revised the Agreement to remove conflict of interest restrictions on the planning services consultant, which precluded them from submitting a proposal for the design services for

Guadalupe Dam. This amendment had no monetary impact and was approved by the CEO on June 11, 2015.

Amendment No. 2 revised the Agreement to incorporate additional findings of deficiencies into the scope at both Calero and Guadalupe Dams, in addition to the design of a new tunnel, spillway, and outlet pipe. This amendment extended the term by three years and added a not-to-exceed fee of $1,316,011 to the Agreement. The amendment was approved by the Board on April 25, 2017.

Amendment No. 3 revised the Agreement to incorporate administrative updates and extended the term by three years to May 31, 2023. This was a “time only amendment” with the budget for the time extension and additional scope of work planned to be incorporated in a future Amendment No. 4 to the Agreement after sequencing of other dam retrofits was confirmed by management. The amendment was approved by the CEO on September 3, 2020.

Amendment No. 4 revised the Agreement to incorporate additional fees for project management, environmental documentation, permit acquisition support, and supplemental services. This amendment increased the not-to-exceed fee by $2,709,970 and was approved by the Board on October 13, 2020.

Amendment No. 5 revised the Agreement to extend the term of the agreement from May 31, 2023, to May 31, 2026; this amendment had no monetary impact. The amendment was approved by the General Services Division Deputy Operating Officer on May 23, 2023.

Amendment No. 6 to Agreement No. A3675A

Amendment No. 6 to Agreement No. A3675A will add to the existing scope, increase the not-to-exceed fee by $5,888,623 (from $8,929,811 to a revised total of $14,818,434), and extend the agreement expiration date from May 31, 2026, to June 30, 2028. The amendment allows GEI Consultants, Inc., to continue providing support for environmental planning and regulatory permitting and compliance for both CDSRP and GDSRP. Due to significant project and design changes, the Consultant requires additional scope to complete an Environmental Impact Report (EIR) and updated technical studies for each project in compliance with CEQA. In addition, the original agreement did not include scope for NEPA documentation preparation and compliance, which is necessary for each project prior to construction.

It is important to note that while some CEQA analysis was completed in 2019 (an Administrative Draft EIR for CDSRP and an Initial Study for GDSRP), this documentation is now outdated due to changes in project design and scope. Additionally, the original Agreement did not include scope for NEPA services, which are now required.

Amendment No. 6 to Agreement No. A3675A was discussed at the Capital Improvement Program (CIP) Board committee meeting held on September 29, 2025. The Committee members supported staff’s recommendation to present this item for approval to the full Board.

A summary of tasks and fees for the previous Agreement No. A3675A amendments as well as the proposed Amendment No. 6 is presented in Table 1.

Table 1 – Summary of Tasks and Fees

Task	Description	Original Total Fixed NTE Fees	Amendment No. 1 NTE Fee	Amendment No. 2 NTE Fee	Amendment No. 3 NTE Fee	Amendment No. 4 NTE Fee	Amendment No. 5 NTE Fee	Amendment No. 6 NTE Fee	Revised Total Fixed NTE Fee
1	Project Management	$559,722	-	$420,921	-	$368,904	-	$806,663	$2,156,210
2	Planning Study	$1,642,112	-	-	-	-	-	-	$1,642,112
3	Environmental Documentation and Permit Support	$1,529,310	-	$279,052		$841,066	-	$4,525,180	$7,174,608
4	Develop On-site Borrow and Spoil Requirements	$360,862	-	-		-	-	-	$360,862
5	Design Support	$120,339	-	$16,038		-	-	$31,766	$168,143
6	**Supplemental Services**								
		$691,485	-	$600,000	-	$1,500,000	-	$525,014	$3,316,499
Total Not-to-Exceed Amount		**$4,903,830**	**$0**	**$1,316,011**	**$0**	**$2,709,970**	**$0**	**$5,888,623**	**$14,818,434**

NOTES: Amendment Nos. 1, 3 and 5 were no-cost amendments.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with this action. This action is unlikely to or will not result in human health or environmental effects.

FINANCIAL IMPACT:
The Calero Guadalupe Dam Seismic Retrofit Project, Project No. 91084020, is included in the Capital Improvement Program (CIP) Fiscal Years (FY) 2026-30 Five-Year Plan and in the FY 2025-26 Adopted Budget. Approval of Amendment No. 6 will increase the Not-to-Exceed fee for Agreement A3675A from $8,929,811 to $14,818,434.

There are adequate funds in the Project's FY 2025-26 Adopted Budget to encumber the planned expenditures to be incurred during this fiscal year. Funds to cover subsequent fiscal year anticipated services will be included in the biennial budget process and recommended by staff during the annual fiscal year budget process or through budget adjustment(s), if needed.

Approval of this Amendment No. 6 to Agreement A3675A will increase the Total Project Cost (TPC) reflected in the CIP's Adopted FY 2026-30 Five-Year Plan. The Project is funded through the Water Utility Enterprise Fund (Fund 61), with 81.7% of the costs allocated to North County Zone W-2, 7.5% to South County Zone W-5 and 10.8% to South County Zone W-7.

A portion of the Project cost is expected to be financed by the Water Infrastructure Finance and Innovation Act (WIFIA) pursuant to the United States Environmental Protection Agency WIFIA Master Agreement with Valley Water entered into through its Santa Clara Valley Water District Public

Facilities Financing Corporation, for the SCVWD Master Program for Water Reliability Program (WIFIA Agreement) dated February 14, 2023.

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

ATTACHMENTS:
Attachment A: Gov. Code 84308
Attachment 1: Amendment No. 6
Attachment 2: Amendment No. 5
Attachment 3: Amendment No. 4
Attachment 4: Amendment No. 3
Attachment 5: Amendment No. 2
Attachment 6: Amendment No. 1
Attachment 7: Original Agreement

UNCLASSIFIED MANAGER:
Ryan McCarter, 408-630-2983

Attachment A
Government Code §84308

Approve Amendment No. 6 to Agreement A3675A with GEI Consultants, Inc., for Environmental Services for the Calero and Guadalupe Dam Seismic Retrofits Project, Project No. 91084020, Increasing the Not-to-Exceed Fee by $5,888,623 for a Revised Total Not-to-Exceed Fee of $14,818,434 and Extending the Agreement Term to June 30, 2028 (San Jose, District 1).

List of Parties and Their Agents/Representatives Known to Staff

Organization Name	**Name**	**Role**	**Location**
GEI	Mark Frietas	Vice President/Project Engineer	GEI Consultants, Inc. 180 Grand Avenue Suite 1410 Oakland, CA 94612
GEI	Ryan Jolley	Vice President/Principal Planner	11010 White Rock Road Suite 200 Rancho Cordova, CA 95670
GEI	Erick Cooke	Environmental Planner/Project Manager	11010 White Rock Road Suite 200 Rancho Cordova, CA 95670

List of Participants and Their Agents/Representatives Known to Staff

Organization Name	**Name**	**Role**	**Location**
HT Harvey	Steve Rottenborn	Principal Biologist/Ecologist	720 University Ave # 200 Los Gatos, CA 95032
Stillwater Sciences	Katherine Ayres	Senior Biologist	279 Cousteau Place Suite 400 Davis, CA 95618
Ascent	Honey Walters	Principal Air Quality Specialist	455 Capitol Mall Suite 300 Sacramento, CA 95814
PHA Transportation Consultants	Pang Ho	Principal Transportation/Traffic Specialist	2711 Stuart St, Berkeley, CA 94705

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AMENDMENT NO. 6 TO AGREEMENT A3675A BETWEEN THE SANTA CLARA VALLEY WATER VALLEY WATER AND GEI CONSULTANTS INC.

This Amendment No. 6 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of Standard Consultant Agreement A3675A (Agreement) dated August 27, 2013, as amended by Amendment No. 1 dated June 11, 2015, Amendment No. 2 dated April 25, 2017, Amendment No. 3 dated September 3, 2020, Amendment No. 4 dated October 13, 2020, and Amendment No. 5 dated May 17, 2023, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) and GEI CONSULTANTS, INC., (Consultant), collectively the Parties.

WHEREAS, Consultant is currently providing professional planning and environmental services for the Calero and Guadalupe Dams Seismic Retrofits Project (Project);

WHEREAS, the Agreement currently expires on May 31, 2026;

WHEREAS, the Parties desire to extend the term of the Agreement to June 30, 2028, and to amend Revised Appendix One, Scope of Services to accommodate development of the Calero Dam Seismic Retrofit Project (CDSRP) and Guadalupe Dam Seismic Retrofit Project (GDSRP) Environmental Impact Reports (EIRs) and associated technical studies;

WHEREAS, the Parties desire to amend the Agreement to increase the Agreement's Not-to-Exceed Amount by **$5,888,623**, resulting in a Total Not-to-Exceed Amount of **$14,818,434;**

WHEREAS, the Parties desire to amend the Agreement to incorporate terms required by the Water Infrastructure Finance and Innovation Act (WIFIA) loan agreement between the U.S. Environmental Protection Agency (EPA) and Valley Water for the Project.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary in the Agreement and Amendments No. 1, 2, 3, 4, and 5, Valley Water and Consultant hereby agree to amend the Agreement as follows:

1. Revised Appendix One, Scope of Services, is amended as set forth in the Revised Appendix One, Scope of Services, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

2. Revised Appendix Two, Fees and Payments, is amended as set forth in the attached Revised Appendix Two, Fees and Payments, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

3. Revised Appendix Three, Schedule of Completion, is amended as set forth in the attached Revised Appendix Three, Schedule of Completion, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

4. All other terms and conditions of Agreement A3675A, Amendment No.1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 not otherwise amended herein, remain in full force and effect.

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AMENDMENT NO. 6 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER VALLEY WATER
AND GEI CONSULTANTS INC.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 6 TO AGREEMENT A3675A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: _____
Tony Estremera
Chair, Board of Directors

Date: _____

GEI CONSULTANTS INC.
Consultant

By: Signed by: Mark Freitas 92D55070D9CC470...
Mark Freitas
Vice President

Date: 10/30/2025

Firm Address:

180 Grand Avenue, Suite 950
Oakland, CA 94612

ATTEST:

_____
Candice Kwok-Smith
Clerk, Board of Directors

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AMENDMENT NO. 6 TO AGREEMENT A3675A
REVISED APPENDIX ONE TO THE
REVISED STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

CALERO AND GUADALUPE DAMS SEISMIC RETROFITS PROJECT

PLANNING AND ENVIRONMENTAL SERVICES

This Revised Appendix One Scope of Services, describes the professional planning and environmental services (Planning Consultant Services) tasks to be undertaken by the Consultant for the Calero and Guadalupe Dams Seismic Retrofit Project (Project), during the remainder of the Project planning and environmental services phase.

The purpose of the Planning Consultant Services is to provide planning and environmental studies that support Valley Water decisions and final designs (by others) to resolve seismic stability and flood and outlet risks at Calero and Guadalupe Dams.

I. PROJECT OBJECTIVES (REVISED)

A. Valley Water's objectives for the Project are to make improvements necessary to:

1. Stabilize the Calero and Guadalupe Dams embankments for the Maximum Credible Earthquake (MCE), modify or replace the outlet works if inadequate, and modify the spillways to increase freeboard during a Probable Maximum Flood (PMF) event or for additional seismic freeboard, if required;

2. Relocate the Guadalupe Dam intake structure out of the upstream berm;

3. Breach Fellow's Dike and address affected historic structures;

4. Incorporate other measures to address seismic and other deficiencies that are identified through the Project delivery process.

B. Planning Consultant's Services will support Valley Water's objectives for the Project as follows:

1. Resolve the seismic deficiencies per the State of California, Department of Water Resources, Division of Safety of Dams (DSOD) standards. Attachment Four—Reference Materials provides a list of technical reference material applicable to this Project;

2. Meet Valley Water's Dam safety and operation and maintenance requirements;

3. Meet the requirements identified in Valley Water's Quality Management System procedures. Attachment Five—Valley Water Procedures & Work Instructions provides a list of Valley Water procedures and work instructions to be performed by the Consultant;

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4. Meet the requirements of all federal, state, and local laws and regulations required for Project delivery;

5. Meet requirements of the resource and regulatory agencies (permitting agencies) including DSOD;

6. Address all stakeholders' interests;

7. Provide a recommended alternative for each dam to resolve the seismic deficiencies per DSOD and all other applicable engineering standards; and

8. Develop sufficient information and analysis to enable Valley Water's Board of Directors to make Project decisions.

II. INTENT (UNCHANGED)

A. Consultant is responsible for the preparation of the planning study and environmental documents, and for providing Project management services associated with the Consultant's services. Consultant will be responsible for reviewing design work for consistency with the planning assumptions/requirements, and supporting Valley Water in securing resource agency permits.

B. Conflict of Interest—Valley Water intends to retain construction management consultant services to support construction of the seismic retrofit of the Calero and Guadalupe Dams. The Consultant and its sub-consultants are precluded from being awarded a contract by Valley Water for construction management or construction of these two Dam projects. However, subcontractors, vendors, and suppliers providing non-professional services, such as but not limited to lab testing, soil borings, or other technical services may propose and/or contract with prime consultants or Valley Water for construction management services relating to the seismic retrofit of the Guadalupe and Calero Dams.

III. PROJECT BACKGROUND (REVISED)

This Project will remediate seismic deficiencies at Calero and Guadalupe Dams identified in the Seismic Stability Evaluation of Calero and Guadalupe Dams (SSE1B-B & SSE1B-C) Reports dated October 26, 2012, and May 22, 2012, respectively. The SSE1B findings conclude that the Calero and Guadalupe Dams have inadequate seismic stability, under the ground motions anticipated during a Maximum Credible Earthquake. There are currently reservoir operating restrictions on both reservoirs as interim risk reduction measures, until the seismic deficiencies are remediated. These restrictions have been approved by the Division of Safety of Dams (DSOD).

Valley Water imposed storage restrictions at Guadalupe Reservoir as an interim risk reduction measure and Valley Water has kept the reservoir storage at 18-feet below the

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dam spillway crest.

Valley Water imposed storage restrictions at Calero Reservoir as an interim risk reduction measure and Valley Water has kept the reservoir storage at 19-feet below the dam spillway crest. A DSOD restriction on Calero Reservoir also exists due to deficiencies of Fellows Dike (which limits the upstream extent of Calero Reservoir). A Planning Study Report for the Calero/Fellows Dike was prepared in March 2010 by Valley Water staff. The staff-recommended project was to breach the dike and allow waters of Calero Reservoir to inundate lands beyond the current area of inundation.

Valley Water has kept water levels lower than normal in compliance with the interim risk reduction measures at Guadalupe Reservoir and Calero Reservoir since 2012 to prevent over spilling until Valley Water implements corrective actions to restore the integrity of the dams. Environmental review for the Calero Dam Seismic Retrofit Project (CDSRP, Component 1 of this contract) and Guadalupe Dam Seismic Retrofit Project (GDSRP, Component 2 of this contract) was initiated in 2018 but was halted due to Valley Water's focus as an organization on addressing seismic deficiencies at Anderson Dam and Reservoir, the largest reservoir in the County.

In December 2023, DSOD downgraded the Calero and Guadalupe Reservoirs from a status of "Fair" to "Poor." To progress the design of necessary improvements at Calero and Guadalupe Dams, Valley Water modified its approach to the design of Calero Dam including Fellows Dike, and Guadalupe Dam, and divided each dam into two construction phases, referred to as "Package A" and "Package B." This contract covers planning and environmental services for the entire Project, which include Package A and B for both the CDSRP and GDSRP. Valley Water is currently prioritizing work on Calero Dam, including the breaching of Fellows Dike, as Calero Reservoir serves as a critical water infrastructure facility and supplies drinking water to Valley Water treatment plants, in turn providing water to 1.8 million residents in Santa Clara County. Valley Water will continue to work on Guadalupe Dam at staged intervals between or after some work is completed on Calero Dam, including Fellows Dike.

Calero Dam:

Description of Dam and Reservoir

The Calero Dam was constructed in 1936. Calero Reservoir has a capacity of 9,934 acre-feet. The reservoir stores watershed runoff, imported water, and water diverted from Almaden Reservoir through the Almaden-Calero canal. The reservoir stores water for replenishing the groundwater system and supply to the treatment plants. The County of Santa Clara Parks and Recreation Department also operates a recreation program on the reservoir.

The dam is a zoned earth fill dam with upstream and downstream embankment zones. The upstream embankment zone is constructed with less pervious material to limit seepage. No internal drainage or filter zones are incorporated in the dam.

Calero Reservoir normally operates at its maximum operating level each year during the

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winter and is drawn down during the period from late spring to early fall as the water is used. Water into the reservoir is regularly transferred from nearby Almaden Reservoir to Calero via the Almaden-Calero Canal, which has a capacity of about 100 cubic feet per second (cfs).

Spillway and Outlet Works

The spillway is a reinforced concrete channel located within the ridge about 900 feet from the right abutment of the dam. It has a weir length of about 82 feet and a capacity of 5,260 cfs.

The outlet works consist of a submerged intake structure with a hydraulically-operated slide gate, a 36-inch diameter, 481-foot long cast-in-place concrete outlet pipe with a steel liner under the dam, and a concrete outlet structure housing the control valves. The outlet is controlled downstream with a 30-inch butterfly valve operated from the outlet structure. Approximately 700 feet downstream of the dam, the outlet pipe is connected to the Almaden Valley Pipeline at the Calero Valve Yard, and includes a turnout to provide flow to Arroyo Calero.

Partial List of Issues to be Considered

Seismic deformation analysis has determined that unacceptable horizontal and lateral displacements will occur in Calero Dam and remediation of the seismic deficiencies are necessary.

Seepage at the abutment or through the embankment of Calero Dam has occurred since the first filling of the reservoir in 1937. Following investigations concrete lined ditches and weirs were installed in 1967 to collect and measure the seepage. Valley Water also implemented a grouting program in 1991 to attempt to reduce seepage through the right abutment. However, the grouting did not generally reduce the seepage at the dam. Given the complex relationship between the embankment and foundation it is likely that the design of an improved seepage collection system will require a more detailed understanding of the seepage sources for effective capture.

Over the years, Valley Water has examined the feasibility of increasing the Calero Reservoir capacity by raising the dam. A 1966 study found it feasible to raise the dam by 30 feet. A subsequent study in 1982 updated the 1966 study findings.

The most recent PMF study was performed by DSOD in 1981 using HMR 36 and HMR 49. DSOD policy after the 1999 release of HMR 58/59 requires that new dams or major work be designed under HMR 59. HMR 59 has a tendency to increase Probable Maximum Precipitation (PMP) values in small watersheds. The Calero spillway will also need to be upgraded to meet current DSOD requirements.

Fellows Dike

Fellows Dike is located along the southeast shore of Calero Reservoir. It is

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approximately 1,900 feet long, with a height that ranges from zero feet at the south end to a maximum of approximately 12 feet at the north end.

Total storage of Calero Reservoir is 9,934 acre-feet. In January 1998, DSOD inspected Fellows Dike and determined that the dike is under their jurisdiction. The dike was found to be in poor condition and DSOD requested that no water be stored against it which resulted in a reduction of 2,000 acre feet or 20% of total storage capacity at Calero Reservoir. Subsequently, a geotechnical investigation conducted on Fellows Dike in 2001 found that the dike would need improvement to bring the facility up to DSOD standards before it could impound water. The dike foundation adjacent to Calero Creek contains several pockets of soils that may liquefy under heavy earthquake shaking.

A minimum operational level of 4,000 acre-feet of water in Calero Reservoir is required for emergency conditions. Therefore, the impact of the 2,000 acre-feet of water loss is that the active storage is reduced from approximately 6,000 acre-feet to 4,000 acre-feet.

A Planning Study Report for the Fellows Dike was prepared in March 2010 by Valley Water staff. The staff-recommended project was to breach the dike and allow waters of Calero Reservoir to inundate lands beyond the current area of inundation. The CDSRP components at Fellows Dike includes demolishing four existing facilities, relocating one historic structure (i.e., the Bailey-Fellows House) above the inundation elevation, treating contaminated soils to acceptable levels (complete), breaching the mid-section of dike, and replanting lost vegetation from dike breach.

Guadalupe Dam

Description of Dam and Reservoir

The Guadalupe Dam was constructed in 1936. The reservoir has a capacity of 3,460 acre-feet.

The Guadalupe Dam was designed as an earthfill dam with upstream and downstream embankment zones. The upstream and downstream slopes are approximately 2.5H:1V. Subsequent investigations have shown the upstream and downstream embankment materials are similar in nature and engineering characteristics, thus the dam could essentially be treated as a homogeneous dam. No internal drainage or filter zones are incorporated in the dam.

The upstream embankment was buttressed in 1972 with a compacted clay berm designated as the upstream berm that starts at about El. 572.3 ft (NAVD88) and slopes down at about 5H:1V into the reservoir. The new embankment berm was constructed on the upstream face to stabilize an incipient tension crack indicative of possible slope failure observed in the center of the embankment. A concrete parapet wall was also constructed along the crest of the dam, near the upstream face, to restore about 2.5 ft. freeboard lost to normal embankment settlement. The wall is about 536 ft. long.

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Spillway and Outlet Works

The spillway is a reinforced concrete-lined side-weir channel cut into the left abutment and has a capacity of 9,000 cfs.

The outlet works consists of an intake structure, an outlet pipe and an outlet structure. The intake is 72-inch-diameter reinforced concrete box-type structure which was modified in 1972. The estimated deformations of the upstream embankment / berm have the potential to impact the intake and associated hydraulic lines that control the slide gate in the intake structure. Centered underneath the dam is the low-level outlet pipe which is a 36-inch-diameter, 720-foot long cast-in-place concrete pipe with steel liner. The outlet structure is located at the downstream toe and includes a 30-inch butterfly valve used to control flow to Guadalupe Creek. The outlet pipe discharges to a stilling basin before reaching the creek channel.

Partial List of Issues to be Considered

The draft 2008 hydrology study using HMR 59 indicated that the spillway will pass the PMF. During the PMF, reservoir will be up against the parapet wall. It will need to be determined if the wall is structurally capable of withstanding the PMF behind the parapet wall.

Seismic deformation analysis has determined that unacceptable horizontal and lateral displacements will occur in Guadalupe Dam and remediation of the seismic deficiencies are necessary.

Seismic deformation analysis undertaken has determined that a lateral displacement near the upstream toe of the embankment could be as high as 4 feet. The existing intake structure is not expected to survive the lateral displacement. The inlet structure will need to be moved outside the footprint of the deformed embankment.

IV. PROJECT COMPONENTS AND ELEMENTS (REVISED)

The Project involves improvements to three Valley Water facilities which are inter-related. This Project has two Components:

- Component 1 refers to Calero Dam including Fellows Dike, and,
- Component 2 refers to Guadalupe Dam.

As detailed above in Section III., Project Background, Valley Water is prioritizing work on Calero Dam, including Fellows Dike, while continuing to advance work on Guadalupe Dam. The improvements to these Components consist of:

A. Component 1: Improvements to stabilize the Calero Dam embankments for the Maximum Credible Earthquake, modify or replace the outlet works, and modify the spillway and the embankments to increase freeboard during a PMF event.

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Improvements also include the breach of Fellows Dike and relocation of historical structures.

B. Component 2: Improvements to stabilize the Guadalupe Dam embankments for the Maximum Credible Earthquake, modify or replace the outlet works, and modify the embankment and spillway to increase freeboard during a PMF event.

As detailed above in Section III., Project Background, of this contract, Valley Water has organized elements of CDSRP and GDSRP into Package A and Package B for construction. This organization will allow Valley Water to demonstrate progress to DSOD on the retrofits of Calero Dam, including Fellows Dike, and Guadalupe Dam. Retrofit elements of both dams would be constructed either through Package A or Package B for each dam as identified below.

Calero Dam including Fellows Dike (Component 1) elements known to be included are:

- Main Dam and Auxiliary Dam Embankments (Package A)
- Relocation of Bailey-Fellows House and breaching of Fellows Dike (Package A)
- Spillway (Package A)
- Valve Yard Levee (Package A and B)
- Intake structure (to meet Valley Water requirement of out of water inspectable hydraulic lines and controls) (Package B)
- Outlet structure (as existing structure will most likely be buried by the downstream buttress) (Package B)

Guadalupe Dam (Component 2) elements currently known to be included are:

- Embankment (Package A)
- Spillway (Package A)
- New dam crest access from Hicks Road (Package A)
- Intake structure (to move it away from the footprint of the seismically deformed embankment) (Package B)
- Outlet structure (as existing structure will most likely be buried by the downstream buttress) (Package B)

The seismic improvements to Calero Dam, including Fellows Dike, and Guadalupe Dam, would be constructed in two packages (Package A and Package B). The Dams and respective project elements have been redesigned to reflect this construction sequencing. Thus, substantially different project descriptions for each Dam are currently being pursued by Valley Water in contrast with those previously assumed in the original contract and Amendments 1 through 5.

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V. PROJECT TASKS (REVISED)

The Planning Consultant will perform the services described in this Scope of Services. The Consultant will prepare a Planning Study Report (PSR) for each of the Components 1 and 2. The PSR for Fellows Dike has previously been prepared by Valley Water. The recommendations of that PSR will be incorporated by the Consultant into the PSR for Component 1. The California Environmental Quality Act (CEQA) document/s for the entire Project (both Components) will be prepared by the Consultant. The Consultant will prepare two CEQA documents, one for Component 1 and one for Component 2. The Consultant will submit the CEQA deliverables for Component 1 and Component 2 as independent documents on a staggered basis to facilitate Valley Water review.

Services to be provided by the Consultant are described in the tasks below.

Consultant must receive written authorization from Valley Water Project Manager prior to initiating work on any of the tasks and subtasks identified as “conditional.”

TASK 1 - PROJECT MANAGEMENT (REVISED)

Subtask 1.1 Prepare Planning Phase Work Plan

Subtask 1.2 Provide Monthly Project Status/Progress Reports

Subtask 1.3 Attend Monthly Progress Meetings/Coordination

Subtask 1.4 Plan and Attend Workshops/Coordination Meetings

TASK 2 - PLANNING STUDY (COMPLETE)

Subtask 2.1 Prepare Problem Definition

Subtask 2.1.1 Perform Background Review and Data Collection

Subtask 2.1.2 Conduct Investigations and Analysis

Subtask 2.1.2.1 Prepare PMP and PMF Hydrologic Studies for Calero and Guadalupe Reservoirs:

Subtask 2.1.2.2 Perform Additional Geotechnical Foundation Investigation for Downstream Buttress.

Subtask 2.1.2.3 Analyze Seepage at Calero Dam

Subtask 2.1.2.4 Provide Assessment of Outlet Works at Calero Dam and at Guadalupe Dam for Emergency Drawdown

Subtask 2.1.2.5 Perform Condition Assessment of Calero Reservoir Outlet Works - Conditional:

Subtask 2.1.2.6 Perform Condition Assessment of Guadalupe Reservoir Outlet Pipe - Conditional

Subtask 2.1.2.7 Inspect and Evaluate Upstream Concrete Slope Panels at

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Guadalupe Dam.

Subtask 2.1.3 Prepare Problem Definition Report

Subtask 2.2 Prepare Planning Study Report

Subtask 2.2.1 Develop Alternative Evaluation Methodology

Subtask 2.2.2 Prepare Cost-Benefit Analysis (Guadalupe Dam Only)

Subtask 2.2.3 Prepare Feasible Alternatives Report

Subtask 2.2.4 Develop Staff-Recommended Alternative

Subtask 2.2.5 Prepare Planning Study Report

Subtask 2.2.6 Prepare Transition Reports

TASK 3 - ENVIRONMENTAL DOCUMENTATION AND PERMIT SUPPORT (REVISED)

Subtask 3.1 Develop Initial Regulatory and CEQA strategy, and coordination with regulatory agencies

Subtask 3.2 Perform Environmental Investigations and Studies

Subtask 3.2.1 Gather and Organize Environmental Information Relevant to the Project

Subtask 3.2.2. Prepare Base Map

Subtask 3.2.3 Summarize Environmental Conditions Based on Existing Data

Subtask 3.2.4 Prepare Field Investigation Plan

Subtask 3.2.5 Conduct Field Investigations

Subtask 3.3 Prepare Project Description and Initial Study Checklist (IS)

Subtask 3.3.1 Prepare Project Description

Subtask 3.3.2 Prepare Initial Study Checklist (IS)

Subtask 3.4 Prepare Draft Environmental Impact Report

Subtask 3.4.1 Prepare Notice of Preparation

Subtask 3.4.2 Conduct Environmental Scoping

Subtask 3.4.3 Prepare Administrative Draft EIR (ADEIR)

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Subtask 3.4.4 Prepare Draft EIR

Subtask 3.5 CEQA Public Noticing and Participation Requirements

Subtask 3.5.1 Prepare Information for Valley Water Website and Filing Draft EIR with the State Clearinghouse

Subtask 3.5.2 Prepare Notice of Completion for Filing with State Clearinghouse

Subtask 3.5.3 Prepare for and Attend Public Hearing

Subtask 3.5.4 Respond to Public Comments

Subtask 3.6 Prepare Final Environmental Impact Report

Subtask 3.6.1 Prepare Final EIR

Subtask 3.6.2 Prepare Findings and Statement of Overriding Considerations

Subtask 3.6.3 Prepare Notice of Determination (NOD)

Subtask 3.6.4 Assist with Public Hearing and Certification of EIR

Subtask 3.6.5 Prepare the Administrative Record for the Final EIRs

Subtask 3.7 Support Regulatory Permitting

Subtask 3.7.1 Assist with Initial Regulatory Agency Consultation

Subtask 3.7.2 Prepare Draft Permit Applications

Subtask 3.7.3 Prepare Habitat Mitigation and Monitoring Plan

Subtask 3.7.4 Prepare Final Permit Applications

Subtask 3.7.5 Provide Support during Permit Negotiation

Subtask 3.7.6 Prepare Habitat Revegetation and Tree Replacement Plan

Subtask 3.8 NEPA Support Services

TASK 4 - DEVELOP ON-SITE BORROW AND SPOIL REQUIREMENTS (COMPLETE)

Subtask 4.1 Conduct a Borrow and Spoil Siting and Suitability Study

Subtask 4.2 Identify Preferred Borrow and Spoil Sites

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TASK 5 - DESIGN SUPPORT (REVISED)

Subtask 5.1 Review of 50% Design Deliverables for Package A

Subtask 5.2 Review of 90% Design Deliverables for Package A

Subtask 5.3 Review of 50% Design Deliverables for Package B

Subtask 5.4 Review of 90% Design Deliverables for Package B

Subtask 5.5 Other Design Support

TASK 6 - SUPPLEMENTAL SERVICES (REVISED)

A detailed description of each task is given below along with the main assumptions and deliverables.

TASK 1 - PROJECT MANAGEMENT (REVISED)

The objective is to develop and integrate planning phase scope, schedule, cost, quality, risk, staffing, communication, and resources in a manner to fulfill the terms of the Agreement. The scope and deliverables will include the items described below.

Subtask 1.1 - Prepare Planning Phase Work Plan (COMPLETE)

1. The Consultant will develop the work plan in accordance with Valley Water's Quality Environmental Management System (QEMS) document #W75102. The work plan will consist of a stand-alone document that provides discussions of Project Objectives identified above and detailed descriptions of the specific work to be performed. The work plan will detail the Consultant's approach to undertaking the two Components: Calero Dam (including Fellows Dike) (Component 1), and Guadalupe Dam (Component 2), Scope of Services, while integrating specific subtasks of the work for efficiency, where feasible. At a minimum, the Planning Phase Work Plan will include: the Consultant team organization; team member roles and responsibilities; stakeholder, management, document control, and team communication, coordination and protocols; technical and managerial work activities, quality assurance and quality control plan; key deliverables; task level resource and cost-loaded schedule; Project controls and reporting.

2. Consultant will provide a quality assurance and control (QA/QC) plan as a section of the Planning Phase Work Plan describing the Consultant's procedures to document that Consultant's services and deliverables meet Valley Water requirements and accepted practices and standards of Consultant's and its subconsultants professions. The QA/QC plan must contain details and methodology for reviewing Consultant deliverables including calculations, Technical Memorandums (TMs), cost estimates, plans and specifications, and

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inter-disciplinary and constructability reviews prior to submittal of such deliverables to Valley Water. Consultant must provide, upon Valley Water request, records to demonstrate that QA/QC reviews were performed on Consultant's and subconsultants' deliverables.

3. Consultant will prepare an overall Microsoft® Project Schedule for the Project services to lay out the tasks and milestones for the planning and environmental evaluations. Consultant will monitor compliance with the schedule, update it monthly as necessary, and distribute it for review at monthly progress meetings. The schedule will include all preparation, permitting, environmental compliance, geotechnical field investigations, survey, laboratory testing, engineering analyses, and report preparation, and time for Valley Water to review deliverables necessary to meet the Project Objectives. The schedule will recognize and incorporate key milestones of the Project that are critical for the timely completion of the Project.

Subtask 1.1 - Assumption

None.

Subtask 1.1 - Deliverables

1. Draft and Final Planning Phase Work Plan (Complete)
2. Draft and Final Updated Planning Phase Work Plan (Complete)

Subtask 1.2 - Provide Monthly Project Status/Progress Reports

1. The Consultant will provide monthly Project status/progress reports to Valley Water. The status reports will provide a brief summary of the work performed and the remaining work for each task. The Project status/progress report will include milestones and deliverables completed to date, an updated schedule, estimate of work required to complete the Project, and any anticipated changes to the Agreement that may be necessary to complete this Scope of Services. Any fees or time constraints, and corrective actions if appropriate, will be documented in the monthly Project status/progress reports.

2. The monthly Project status/progress report will include:

    a. An assessment of actual versus planned progress in completing the Scope of Services, including a description of the tasks, and deliverables completed to-date;

    b. For each task, the percentage of services performed versus the percentage of fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;

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c. For each task, the percentage of the fees incurred for such task compared to dollar amount allocated to such task;

d. A statement that all tasks will be completed within the agreed upon not-to-exceed total amount of this Agreement described in Appendix Two, Fees and Payments;

e. A statement that progress in the performance of this Scope of Services required by this Agreement is on schedule within the time line set forth in Appendix Three, Schedule of Completion; or, if completion of the services is not on schedule, 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 timeline for implementation of such measures;

f. A look-ahead schedule listing deliverables and activities planned for the next 2 months;

g. A summary of proposed changes to the Scope of Services, if required, including justifications for such changes;

h. A Small Business Enterprise (SBE) participation report to document the level of SBE participation throughout the Project;

i. Action Item and Decision Log: This log will document action items and Project concerns and issues throughout the term of the Agreement which require resolution by Valley Water and/or Consultant; and

j. Draft billing statements, transmitted with the monthly Project status/progress reports, will be organized such that the billing categories correspond with the Scope of Services tasks. Draft billing statements will include a summary of labor expenditures, direct costs, and billed sub-consultant charges. Draft billing statements will be prepared in accordance with the requirements stated in the Standard Consultant Agreement, Section IV Fees and Payment, as well as Appendix Two, Fees and Payments. An Adobe PDF version will be provided by Consultant for preliminary review by Valley Water.

Subtask 1.2 - Assumptions

1. Monthly Project status/progress reports will be provided during the Agreement term as directed by Valley Water.
2. Valley Water will provide a billing and reporting template at kick-off meeting.

Subtask 1.2 - Deliverables

1. Monthly Project status/progress reports (MSWord and MS Excel)

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2. Draft monthly billing statement

Subtask 1.3 - Attend Monthly Progress Meetings/Coordination (REVISED)

1. The Consultant will attend monthly progress meetings at Valley Water offices (in San Jose, CA), as well at the DSOD offices (in Sacramento, CA) as necessary and directed by Valley Water. At least one week prior to the meetings the Consultant will prepare and forward the meeting agenda to Valley Water. Following each progress meeting, the Consultant will prepare and submit a draft electronic copy of the meeting summary notes to Valley Water's Project Manager for review and comment. Consultant will incorporate review comments and will submit final meeting minutes notes to Valley Water. The monthly meetings will inform Valley Water and Project members of progress to date, key issues and critical activities.

2. Telephone conference calls (at least once every week) will occur between Valley Water's Project Manager and Consultant Project Manager to coordinate specific activities occurring and to discuss Project issues and needs.

3. In addition to Consultant's monthly progress meetings, Consultant will provide Project management services that include coordination of its subconsultants, managing its subconsultant invoicing and payment, and managing the requirements for SBE participation and contracting.

4. Consultant will establish a password-protected website (SharePoint), or will use Valley Water-provided SharePoint, where available information will be compiled for access by Valley Water and Consultant team members.

5. All Project-related correspondence with DSOD and permitting agencies will be through Valley Water.

Subtask 1.3 - Assumptions

1. Thirty-six (36) Monthly Progress meetings were assumed to occur over the term of the original Agreement. (Complete)
2. Each of the telephone conference calls were assumed to last no more than one hour.
3. Thirty-six (36) additional Monthly Progress meetings were assumed to occur from December 2016 to December 2019. (Complete)
4. Thirty-six (36) additional Monthly Progress meetings were assumed to occur from January 2020 to December 2022. (Complete)
5. Forty-one (41) additional monthly meetings were assumed to occur from January 2023 to May 2026.
6. Twenty-one (21) weekly planning and permitting coordination meetings were assumed to occur from July 25, 2024, to December 13, 2024. (Complete)

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7. One hundred sixty-two (162) twice weekly planning and permitting coordination meetings are assumed to occur from December 16, 2024, to June 29, 2026.
8. Twenty-five (25) additional monthly progress meetings are assumed to occur from June 2026 to June 2028.
9. Two hundred eight (208) environmental planning and permitting meetings, expected twice a week with Valley Water, from July 2026 to June 2028.

Subtask 1.3 - Deliverables

1. Draft and Final meeting agendas and meeting notes, when requested by Valley Water
2. Use of the CDSRP-GDSRP SharePoint site for shared access to compiled Project information

Subtask 1.4 -Plan and Attend Workshops/Coordination Meetings

1. The Consultant will plan and attend "issue specific" workshops and coordination meetings as detailed in this Scope of Services. These meetings and workshops will be held at key decision points, and when consensus or stakeholder outreach is required, as determined by Valley Water. The Consultant will also prepare, organize, and attend a kick-off meeting with Valley Water to review the Project scope of services schedule, design requirements etc.

2. At least one week prior to the meeting/workshops, the Consultant will prepare and forward the meeting/workshop agenda to Valley Water. Workshops will include topical presentations by the Consultant and Valley Water (as needed), discussion, documentation, and action items.

Subtask 1.4 - Assumptions

1. The Consultant will conduct 19 workshops/review meetings on Calero Dam (including Fellows Dike) (Component 1) and, Guadalupe Dam (Component 2) for the following topics:

    a. Project kick-off meeting (combined meeting for Component 1 and Component 2). (Complete)
    b. PMP / PMF workshop (combined meeting for Component 1 and Component 2). (Complete)
    c. Project Requirements and Risk Management workshop (combined meeting for Component 1 and Component 2). (Complete)
    d. Development of alternatives criteria (combined meeting for Component 1 and Component 2). (Complete)
    e. Borrow and spoil siting (combined meeting for Component 1 and Component 2). (Complete)

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f. Evaluation and ranking of Alternatives (separate meetings for Component 1 and Component 2). (Complete)

g. Feasible Alternatives workshop (separate meetings for Component 1 and Component 2). (Complete)

h. Planning Study Report review meeting (separate meetings for Component 1 and Component 2). (Complete)

i. Environmental (CEQA) kick-off (combined meeting for Component 1 and Component 2). (Complete)

j. Environmental permitting (separate meetings for Component 1 and Component 2).

k. Re-initiation of CEQA documentation (separate meetings for Component 1 and Component 2).

l. Additional review meeting for CEQA documentation.

m. Environmental (NEPA) kick-off with federal lead agency (separate meetings for Component 1 and Component 2).

2. The meetings/workshops will appropriately consider Fellows Dike.

Subtask 1.4 - Deliverables

1. Meetings / Workshops
2. Draft and Final Meeting materials (agenda and handouts)
3. Draft and Final Meeting minutes

TASK 2 - PLANNING STUDY (COMPLETE)

1. The Consultant will prepare two Planning Study Reports (PSRs), one for Calero Dam and Fellows Dike (Component 1) and one for Guadalupe Dam (Component 2). These separate PSRs will be used as the basis for separate CEQA documents.

2. The Consultant will develop and evaluate alternatives which meet the Project Objectives and will identify a recommended Project for the design phase for both Calero Dam (including Fellows Dike) and Guadalupe Dam, which maximizes the benefit to life-cycle cost ratio for Valley Water. Project requirements and objectives will be established by Valley Water and reviewed by the Consultant. The Planning Study Scope of Services and deliverables will be performed and prepared in accordance with Valley Water's QEMS procedures included in Appendix One, Attachment Seven. The Planning Phase investigations and analysis shall be consistent with Valley Water's Water Supply and Infrastructure Master Plan (WSIMP) incorporated herein by this reference.

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Subtask 2.1 - Prepare Problem Definition

Under subtask 2.1 Consultant will prepare draft and final Problem Definition Reports (PDRs). The PDRs will incorporate all activities required to define the Project problem, background research and data collection, field investigations, understanding of the subject facilities and related faculties, and confirmation of objectives, constraints, and opportunities. The PDRs will also include a section on technical and Project risks. The Consultant will perform the following subtasks in close coordination with Valley Water staff to develop PDRs that will provide a sound basis for the subsequent PSRs.

Subtask 2.1.1 - Perform Background Review and Data Collection

Subtask 2.1.1 - Consists of Activities A through E as described below:

A. Assemble Available Information. The Consultant will assemble available information provided by Valley Water as well as collecting information/data that may be available from other sources, as identified by Valley Water, to confirm and document the problem, constraints, and options. The Consultant will also consult with Valley Water staff to confirm the customer/partner/stakeholder list, Project challenges, Project Requirements, objectives, and operational and environmental constraints. The Consultant will be responsible for obtaining all Project requirements and constraints from Valley Water, DSOD, resource agencies and other stakeholders. The Consultant will work through Valley Water to conduct stakeholder interviews to confirm Project interests, determine and rank selection criteria.

   Review Existing Data. The Consultant will review existing analyses, reports, memoranda, and, correspondence relative to the Project. The review will include documents relevant to the potential Dam modification, outlet modification, and, spillway modification. The Consultant will review and confirm Project specific and Valley Water-wide objectives with Valley Water, DSOD, and other resource agencies and stakeholders.

B. Collect Right-of-Way Information. Consultant will collect property boundaries and delineation/tract register information.

C. Collect Utility and Encroachment Information. Consultant will collect utility and encroachment information within the maximum probable Project footprint.

D. Field Reconnaissance. Consultant will perform field reconnaissance of the Project site and potential borrow areas to support feasibility level design activities.

Subtask 2.1.1 - Assumptions

1. Valley Water will provide electronic copies (if available) of information for use by the Consultant.

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2. Valley Water will provide boundary information in a hard copy format and electronic files (GIS and/or AutoCAD) for incorporation into Consultants maps.

3. Activity C includes one meeting with Valley Water's Real Estate Services Unit to discuss strategies and schedules for reconnaissance/field study access onto adjacent properties, and Valley Water procedures for field clearances to incorporate in Consultant's field work plans. Meeting will also include discussion of temporary construction or permanent easements that may be needed for conceptual alternatives to be considered in the planning phase.

4. Activity D assumes review of existing utility and encroachment information is limited to expected on-site use areas of Valley Water reservoirs. If utility and encroachment studies are required for off-site areas, these services would be developed under Task 6, Supplemental Services.

5. Field reconnaissance under Activity E will be conducted by Consultant in the company of Valley Water staff who are familiar with the dams and can arrange access, and includes visual inspections and photographs of the following key facilities/areas:

    a. Spillway areas of both dams, to evaluate potential modifications to the spillway and prepare for the PMP and PMF studies, as described in Subtask 2.1.2 1.

    b. The right abutment and other areas of Calero Dam to observe the extents of historic seepage and to assist in the scoping any additional geologic reconnaissance or subsurface exploration programs that would be necessary for the seepage evaluation described in Subtask 2.1.2.3.

    c. Outlet works of both dams to observe downstream areas such as the stilling box and downstream outlet structures, and visible portions of the upstream control facilities above the reservoir waterline. The Corrosion and ROV sub-consultants will also be on-site during this reconnaissance to observe the upstream outlet condition, and plan for underwater video inspections and of the intake towers and outlet pipes and hydraulic lines, as described in Subtasks 2.1.2.5 and 2.1.2.6.

    d. Upstream concrete slope panels at Guadalupe Reservoir to photograph and observe visible portions of the concrete above the reservoir waterline.

6. Except for deliverables noted below, information, observations and conclusions from Subtask 2.1.1 will be incorporated into the PDRs pursuant to Subtask 2.1.3.

Subtask 2.1.1 – Deliverables (COMPLETE)

1. Memoranda listing documents reviewed (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

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2. Memoranda confirming Project Objectives and Project Requirements (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 2.1.2 - Conduct Investigations and Analysis

Consultant will perform the following:

Subtask 2.1.2.1 - Perform PMP and PMF Hydrologic Studies for Calero and Guadalupe Reservoirs

The Consultant will perform a modified HMR Report No. 58/59 study for Calero and Guadalupe Reservoirs following DSOD Interim Hydrology Policy. Based on the PMP results, a PMF analysis will be prepared to calibrate and verify the PMF runoff models and propose spillway modifications necessary to pass the PMF. The Consultant will support Valley Water in its negotiations with DSOD regarding spillway modifications designed to pass 1) the HMR 36 PMF or 2) the modified HMR 58/59 PMF. The result of the PMP/PMF studies will be selection of the design basis flood for subsequent planning and future design.

Subtask 2.1.2.1 - Assumption

None.

Subtask 2.1.2.1 – Deliverable (COMPLETE)

1. PMF Report (one each for Calero and Guadalupe Reservoirs) including spillway modification details

Subtask 2.1.2.2 - Perform Additional Geotechnical Foundation Investigation for Downstream Buttress.

The Consultant will drill and sample up to 6 exploratory borings downstream of the existing Calero and Guadalupe Dam embankments (3 at each dam) to identify the thickness and stratigraphy of existing alluvium and the depth of and lateral extent of work necessary for conceptual design of a stability buttress. The Consultant shall be responsible for obtaining all permits, permissions, approvals and preparing all CEQA documentation required for investigations to be performed. The geotechnical data obtained under this subtask will be appended to the Transition to Design Report prepared under Subtask 2.2.6.

Subtask 2.1.2.2 - Assumptions

Consultant will design the geotechnical studies with the goal of avoiding impacts through the proper timing and placement of study locations. Consultant will attempt to design the studies to avoid impacts to wetlands, sensitive species habitat, and cultural resources sites and include avoidance and minimization measures such as pre-study surveys to avoid impacts. If impacts can be avoided, it is assumed that the work can be conducted

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under a CEQA Section 15306 (Class 6) Categorical Exemption for information collection and Consultant will prepare Categorical Exemption documentation under Valley Water guidance for their preferred format. If impacts cannot be reasonably avoided then Consultant will prepare a brief Initial Study and Negative Declaration or Mitigated Negative Declaration to satisfy CEQA requirements under Task 6, Supplemental Services.

Subtask 2.1.2.2 – Deliverables (COMPLETE)

1. Geotechnical Exploration Memorandum (one each for Calero and Guadalupe Dam) summarizing the results of the additional exploration at the dams
2. Geotechnical data Appendix to the Transition to Design Report (one each for Calero and Guadalupe Dam)
3. CEQA documentation for approvals and permits required for site investigations

Subtask 2.1.2.3 - Analyze Seepage at Calero Dam

1. The Consultant shall review existing information and assess the areas of historic seepage at the embankment of Calero Dam. Seepage conditions at Calero Dam are generally due to the combined effects of challenges faced during dam construction and complex geologic conditions in the dam foundation. Seepage appears to daylight in three distinct areas termed by Valley Water as the “right abutment,” the “embankment,” and the “left toe” areas. The Consultant will address Valley Water’s requirement to improve the overall seepage monitoring and collection system.

   The Consultant shall submit a Technical Memorandum to Valley Water on the problem with recommendations for any geotechnical investigation as needed. After such geotechnical investigation, the Consultant shall submit a Report to Valley Water outlining options for an improved seepage collection and monitoring system as well as recommendations. The recommendations, if approved, shall eventually be incorporated in the Staff-Recommended Alternative.

Subtask 2.1.2.3 - Assumptions

Consultant will design the geotechnical studies, if needed, with the goal of avoiding impacts through the proper timing and placement of study locations. Consultant will attempt to design the studies to avoid impacts to wetlands, sensitive species habitat, and cultural resources sites and include avoidance and minimization measures such as pre-study surveys to avoid impacts. If impacts can be avoided, it is assumed that the work can be conducted under a CEQA Section 15306 (Class 6) Categorical Exemption for information collection and Consultant will prepare Categorical Exemption documentation under Valley Water guidance for their preferred format. If impacts cannot be reasonably avoided then Consultant will prepare a brief Initial Study and Negative Declaration or

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Mitigated Negative Declaration to satisfy CEQA requirements as a Supplemental Services task.

Subtask 2.1.2.3 – Deliverables (COMPLETE)

1. Technical Memorandum on historic seepage at Calero Dam
2. Report on Improved Seepage Collection and Monitoring System at Calero Dam
3. CEQA documentation for approvals and permits required for site investigations

Subtask 2.1.2.4 - Provide Assessment of Outlet Works at Calero Dam and Guadalupe Dam for Emergency Drawdown

Based on information collected and existing data reviewed in Subtask 2.1.1 the Consultant shall analyze the hydraulic capacity of the outlet works at both Calero Dam and Guadalupe Dam and their ability to meet DSOD emergency drawdown requirements as well as other Valley Water operational requirements. The Consultant will present the information with analysis and recommendations in Technical Memoranda, one for Calero Dam and one for Guadalupe Dam.

Subtask 2.1.2.4 - Assumption

None.

Subtask 2.1.2.4 – Deliverable (COMPLETE)

1. Draft and Final Technical Memoranda on Assessment of Outlet Works for Emergency Drawdown (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 2.1.2.5 - Perform Condition Assessment of Calero Reservoir Outlet Works

The outlet works include the intake structure with hydraulically operated slide gates in the reservoir, a 36-inch diameter 481-foot long concrete jacketed steel outlet pipe under the main dam and a concrete outlet containing a stilling box and a weir.

1. If the existing outlet has adequate hydraulic capacity to meet emergency drawdown and expected operational requirements (based on the review of existing information from Subtask 2.1.1, the ability of the existing outlet facilities to meet DSOD emergency drawdown requirements and Valley Water operating requirements) the Consultant shall inspect and perform a condition assessment of the Calero Reservoir outlet works

2. The Consultant shall inspect and evaluate replacement of the hydraulic system lines and related appurtenances at Calero Reservoir. The replacement options evaluated would keep the hydraulic lines away from contact with water. Some of these options may mean modifying the inlet structure to locate all valves and

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hydraulic lines from the reservoir so that their maintenance can occur without lowering the reservoir.

3. The Consultant will conduct a condition assessment using under water video for accessible submerged areas as well as Remote Operated Vehicles (ROV) for inspection of the outlet pipe. Prior to underwater or conduit inspections, Consultant and marine subcontractor will prepare a detailed work plan for the condition assessment in concert with Valley Water operations and maintenance staff; such plan will consider stream-flow maintenance requirements identified in the Dam Maintenance EIR, Valley Water operational and access procedures, and health and safety requirements.

Subtask 2.1.2.5 - Assumptions

1. A 1-day dive inspection of the intake structure at Calero Dam to visually observe conditions and obtain video documentation and inspector observations of conditions at the intake structure. The dive inspection will be performed by a diver with experience doing underwater condition assessments of structural concrete and steel, and mechanical equipment.

2. A 1- to 2-day ROV inspection of the outlet conduit at Calero Dam using either: (1) in-the-dry inspection with the upstream gate closed and the downstream valve open, and using a track-mounted ROV inserted from the downstream end; or (2) in-the-wet inspection with the upstream gate open and the downstream valve closed, and using a neutral-buoyancy ROV inserted from the upstream end that can be “flown” down the pipe. The ROV will obtain video images and a real time narrative of observations by the inspector that are approximately registered along the length of the pipe by tether length. Depending on the size and capabilities of equipment that can access the pipe through the gates/valves, for the in-the-dry option, it may also be possible to gather supplemental quantitative data such as UT tests and or laser/sonar profile information to gather dimensional information about the pipe, sediment and any potential obstructions.

3. During dive and ROV inspections, Valley Water will provide pump-over of reservoir water during shutdown of the outlet works as needed to maintain minimum stream flows called for in the Dam Maintenance EIR.

4. Valley Water staff will open valves and remove pipe flanges/manways as necessary to insert and retrieve the ROV, and provide operation and lockout/tagout of gates valves as needed during the inspections.

5. Hydraulic system inspections include: (1) inspection of the underwater hydraulic line/gate connections during dive inspections , (2) visual inspection of the upper connections at the control house and exposed conduits above the reservoir water levels, and (3) interview of operations staff to obtain anecdotal information about O&M procedures and past leakage issues and repairs.

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Subtask 2.1.2.5 – Deliverable (COMPLETE)

1. Section in Problem Definition Report detailing the assessment and evaluation

Subtask 2.1.2.6 - Perform Condition Assessment of Guadalupe Reservoir Outlet Pipe

The outlet works consists of a 72-inch-diameter reinforced concrete intake tower housing a 48-inch-diameter corrugated steel riser, a low-level outlet pipe which is a 36-inch-diameter 720-foot long welded steel outlet pipe encased in concrete, and an outlet structure located at the downstream toe that includes a 30-inch butterfly valve used to control flow to Guadalupe Creek.

1. If the existing outlet has adequate hydraulic capacity to meet emergency drawdown and expected operational requirements (based on the review of existing information from Subtask 2.1.1, the ability of the existing outlet facilities to meet DSOD emergency drawdown requirements and Valley Water operating requirements) the Consultant shall inspect and perform a condition assessment of the Guadalupe Reservoir outlet pipe.

2. Replacement of the intake structure and hydraulic lines is required due to the requirement to move the inlet structure away from the seismically deformed embankment footprint. The outlet structure will also need to be replaced as it will most likely be buried by the downstream buttress. Therefore only the outlet pipe will be inspected by Consultant.

3. Consultant will conduct the condition assessment using under water video for accessible submerged areas as well as ROV for inspection of the outlet pipe. Prior to underwater or conduit inspections, Consultant will prepare a detailed workplan for the condition assessment in concert with Valley Water operations and maintenance staff; such plan will consider stream-flow maintenance requirements identified in the Dam Maintenance EIR; Valley Water operational and access procedures; and health and safety requirements.

Subtask 2.1.2.6 - Assumptions

1. A 1-day dive inspection of the intake structure at Guadalupe Dam to visually observe conditions and obtain video documentation and inspector observations of conditions at the intake structure, and possibly for positioning the ROV at the base of the inlet structure will be performed by Consultant. The dive inspection will be performed by a diver with experience doing underwater condition assessments of structural concrete and steel, and mechanical equipment.

2. A 1- to 2-day ROV inspection of the outlet conduit at Guadalupe Dam using either: (1) in-the-dry inspection with the upstream gate closed and the downstream valve open, and using a track-mounted ROV inserted from the downstream end; or (2) in-the-wet inspection with the upstream gate open and

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the downstream valve closed, and using a neutral-buoyancy ROV inserted from the upstream end that can be "flown" down the pipe will be performed by Consultant. The ROV will obtain video images and a real time narrative of observations by the inspector that are approximately registered along the length of the pipe by tether length. Depending on the size and capabilities of equipment that can access the pipe through the gates/valves, for the in-the-dry option, it may also be possible to gather supplemental quantitative date such as UT tests and or laser/sonar profile information to gather dimensional information about the pipe, sediment and any potential obstructions.

3. During dive and ROV inspections, Valley Water will provide pump-over of reservoir water during shutdown of the outlet works as needed to maintain minimum stream flows called for in the Dam Maintenance EIR. Valley Water will also lower Guadalupe reservoir to provide a maximum water depth of 80-feet over the bottom of the intake structure. Also, Valley Water staff will open valves and remove pipe flanges/manways as necessary to insert and retrieve the ROV, and provide operation and lockout/tagout of gates valves as needed during the inspections.

Subtask 2.1.2.6 – Deliverable (COMPLETE)

1. Section in Problem Definition Report detailing the assessment and evaluation

Subtask 2.1.2.7 - Inspect and Evaluate Upstream Concrete Slope Panels at Guadalupe Dam.

The Consultant will inspect and evaluate the condition of upstream concrete slope protection panels at Guadalupe Reservoir.

Subtask 2.1.2.7 - Assumption

1. Consultant's inspection of concrete panels will include visual inspection of panels exposed above the water line. No below-water inspection and no destructive testing will be performed.

Subtask 2.1.2.7 – Deliverable (COMPLETE)

1. Section in Problem Definition Report detailing the assessment and evaluation

Subtask 2.1.3 - Prepare Problem Definition Report

A. Based on information reviewed and collected in Subtask 2.1, the Consultant will prepare a Problem Definition Report for each dam consistent with Valley Water QEMS guidelines. The Problem Definition Report will fully establish existing conditions, define the problems and causes, identify constraints and options, and

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Project Requirements. The Consultant will prepare a draft report, provide response to comments, and submit a final report.

B. The Consultant will assist Valley Water in confirming stakeholder list; provide input on the strategic outreach to stakeholders plan (prepared by Valley Water), and assist Valley Water in developing presentation materials and stakeholder meeting preparation.

C. The Consultant will organize and conduct a Project Requirements Workshop with all stakeholders. The workshop will be combined with the Risk Management Workshop described in 2.1.3.D. The workshop scope and not-to-exceed fees are included in Subtask 1.4.

D. The Consultant will prepare and submit a Project-Risk Management Plan for Valley Water's consideration and approval. The plan will identify the risks and recommend strategies for overcoming the risks. This subtask includes conducting a Risk Management Workshop during the Planning Phase to serve as the basis for a Risk Management Plan. The workshop scope and not-to-exceed fees are included in Subtask 1.4.

Subtask 2.1.3 – Deliverables (COMPLETE)

1. Draft and Final Problem Definition Reports (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)
2. Meeting materials (including stakeholder lists) and attendance at stakeholder outreach meeting run by Valley Water (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)
3. Project Requirements Workshop and Risk Management Workshop
4. Draft and Final Project-Risk Management Plan

Subtask 2.2 - Prepare Planning Study Report

The following subtask sections describe the Consultant's scope to complete the Planning Study Report.

Subtask 2.2.1 - Develop Alternative Evaluation Methodology

Consultant will develop a model for use in screening and evaluation of conceptual and feasible alternatives. This task will rely on determination and confirmation of Project Objectives and Project Requirements and stakeholder interests and criteria determined under Subtask 2.1. Based on information received during stakeholder interviews, a model will be prepared and submitted by Consultant to Valley Water for presentation and review. Following review of model algorithms, hierarchy, criteria, and measurement metrics, the model will be revised by Consultant based on comments received. The final model will be submitted by Consultant to Valley Water.

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Subtask 2.2.1 - Assumptions

1. Screening model will be an Excel-based spreadsheet that incorporates approximately 10 to 20 specific criteria that will serve as qualitative or quantitative metrics for evaluation of various alternatives. The model will allow independent weighting of criteria to reflect Valley Water and stakeholder priorities, as well as sensitivity testing of results based on different weighting factors. Model will allow comparison of alternatives using a total numerical score as well as a visual representation in a bar chart.

2. Subtask includes a combined 1/2-day workshop with Valley Water staff to review the draft model and proposed criteria and metrics, and agree on preliminary weighting factors for initial use in alternative comparison. The workshop scope and not-to-exceed fee is included in Subtask 1.4.

Subtask 2.2.1 – Deliverable (COMPLETE)

1. Draft and Final Alternatives Evaluation Models (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 2.2.2 - Prepare Cost-Benefit Analysis (Guadalupe Dam Only)

The Guadalupe Dam retains one of the smaller capacity (3,460 acre-feet) reservoirs owned and operated by Valley Water. Valley Water seeks to determine if the anticipated expenditure of a seismic retrofit would be worth the realized benefits. The Consultant will, therefore, consider a range of alternatives for Guadalupe Dam to remediate the seismic deficiencies of the embankment. These will include a full retrofit, or a complete or partial dam removal. The Consultant will perform a cost benefit analysis (CBA) for the identified dam modification alternatives. The CBA will be a systematic process for calculating and comparing the benefits and costs of the various alternatives. The CBA analysis will be used to inform the conceptual alternatives process.

Subtask 2.2.2 - Assumptions

1. Cost-benefit analysis will be prepared after conceptual alternatives have been identified under Subtask 2.2.3, Activity A.

2. The cost of various alternatives will be estimated by Consultant as part of conceptual evaluations performed under Subtask 2.2.3.

3. Consultant will work collaboratively with Valley Water to identify cost/benefit categories, and assign cost/benefit values for operational (e.g., water supply, O&M), intangible (e.g., flood protection, recreation, habitat, water quality) or/and other non-infrastructure items. Where possible, values will be estimated by applying established methodologies that rely on standard indices of costs of goods and services; where this is not possible, techniques used by federal agencies such as the USACE and the Bureau of Reclamation will be applied to

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impute values through use of procedures such as shadow pricing. Federal guidelines for economic evaluation will also be used in determining parameters such as time horizons and discount rates to be applied in the CBA.

Subtask 2.2.2 – Deliverable (COMPLETE)

1. Draft and Final Technical Memorandum on Cost-Benefit Analysis (Guadalupe Dam)

Subtask 2.2.3 - Prepare Feasible Alternatives Report

Subtask 2.2.3 consists of Activities A through F as described below:

A. Development of Conceptual Alternatives. The Consultant will develop conceptual-level designs for each conceptual alternatives along with a description of features and function. Level of development will be sufficient to allow initial screening for fatal flaws and initial comparison based on cost, implementability, operational and environmental considerations. The conceptual designs will identify general location, configuration, and size/operational features of major components, and identify significant uncertainties or technical feasibility issues that may exist in the alternative at this stage of design development. The configuration and key features will be illustrated by conceptual drawings or figures, with key Project data/quantities summarized in a concise, standardized table or narrative.

B. Screening Evaluation of Conceptual Alternatives. The Consultant will evaluate the conceptual alternatives based on the initial screening criteria identified as part of the model development process (Subtask 2.2.1). The screening process for conceptual alternatives, however, will be less rigorous than the process that will be followed by Consultant for identification of the staff-recommended alternative. Consultant will assess the conceptual alternatives based on their ability to satisfy overall objectives and meet Project criteria. A weighted-criteria approach will be utilized by Consultant to screen the conceptual alternatives with close coordination and input from Valley Water. At the end of the screening process a number of feasible alternatives will be identified for further evaluation.

C. Summary of Conceptual Alternatives. Following development and screening of the conceptual alternatives, the Consultant will prepare draft and final conceptual alternatives section of the Feasible Alternatives Report that includes screening rationale and initial identification of the array of feasible alternatives.

D. Refinement of Feasible Alternatives. The Consultant will further refine the feasible alternatives identified under Activity B to allow for additional evaluation and identification of a staff-recommended alternative. Consultant will provide level of detail (designs 10% stage of Project definition) for the feasible alternatives sufficient enough to provide comparative analyses and support environmental compliance documents. Consultant's engineering analyses will be

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carried out to the extent that enables each feasible alternative to meet design and performance criteria. The criteria identified by Consultant during model development will clearly identify data requirements for alternative analyses, the level of detail for feasibility design, and prevent unnecessary efforts. The design is intended to allow designation of a preliminary footprint and construction requirements appropriate for consideration under CEQA, and provide a more refined estimate of Project costs and other features for use in final comparison of alternatives. The configuration and key features will be illustrated by drawings or figures, with key Project data/quantities summarized in a concise, standardized table or narrative.

E. Comparison of Feasible Alternatives. The Consultant will update the previously developed decision model from Activity B with new metric information from the feasibility designs and review the model results and conduct sensitivity testing in a workshop with Valley Water. Following completion of initial decision model analyses, Consultant will prepare a table (Feasible Alternatives Matrix) that summarizes the key features of each feasible alternative along with the relative score of each alternative along with the sub-score of each individual criterion.

F. Feasible Alternatives Report. The Consultant will summarize the forgoing analysis and comparison of alternatives in a Feasible Alternatives Report that includes a discussion of the various alternatives and the methodology and assessment criteria used to compare the alternatives and presents the Feasible Alternatives Matrix. The Consultant will participate in a workshop with Valley Water staff and DSOD to review the draft Feasible Alternatives Report.

Subtask 2.2.3 - Assumptions

1. Activity A includes development of up to 15 conceptual alternatives each for Calero and Guadalupe Reservoirs, with the alternatives based on the previously identified seismic remediation concepts for the dam embankments (5 at Calero and 4 at Guadalupe) combined with up to 2 or 3 outlet rehabilitation / replacement concepts, and 1 or 2 spillway modification concepts at each reservoir that may be possible depending on the embankment concept and the level of reservoir drawdown allowed for construction. Construction cost opinions developed under Activity A are considered commensurate with an Association for the Advancement of Cost Engineering (AACE) International Class 5 estimate.

2. Activity D includes development of up to 5 feasible alternatives each for Calero and Guadalupe Dams. Construction cost opinions developed under Activity D are considered commensurate with an AACE International Class 4 estimate.

3. Activity E includes two 1/2-day workshops with Valley Water staff (one for Calero and one for Guadalupe). The first part of each workshop will present/discuss the feasible designs for each alternative. The second part will review the preliminary decision model results for the feasible alternatives, and identify the need for any re-weighting of criteria, either for sensitivity testing, or for inclusion in the final

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model. Based on the modeling and sensitivity testing, it is expected that the Staff Recommended Alternative to be carried forward will be identified. The workshops scopes and not-to-exceed fees are included in Subtask 1.4.

4. Activity F includes two workshops meetings with Valley Water and DSOD together (one for Calero and one for Guadalupe) to review the draft Feasible Alternatives Report before finalization. The workshops scopes and not-to-exceed fees are included in Subtask 1.4.

Subtask 2.2.3 – Deliverables (COMPLETE)

1. Draft and Final Feasible Alternatives Report (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)
2. Two Feasible Alternatives Workshops with Valley Water and DSOD together (one for Calero and one for Guadalupe)

Subtask 2.2.4 - Develop Staff-Recommended Alternative

Following the identification of the staff-recommended alternative, Consultant will develop the alternative in more detail sufficient to develop a budget level cost estimate. The Consultant will prepare a narrative description and drawings of the staff recommended alternative that will be included as a section in the Planning Study Report. The narrative will describe the key design features, construction and operational requirements, preliminary engineering design criteria, construction cost for the alternative.

Subtask 2.2.4 - Assumptions

1. The staff-recommended alternative will be developed to a level of detail sufficient to prepare an opinion of probable construction cost commensurate with an AACE (Association for the Advancement of Cost Engineering) International Class 3 estimate.

2. Report section will include preliminary engineering design drawings (approximate 20% stage of design development) to illustrate the general configuration and typical sections/details of key components of the alternative sufficient to prepare budgetary cost estimates.

Subtask 2.2.4 – Deliverable (COMPLETE)

1. Draft and Final Staff-Recommended Alternative section of the Planning Study Report (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 2.2.5 - Prepare Planning Study Report

The Consultant will prepare a Planning Study Report that describes the Project background, objectives, problem definition, conceptual alternatives analysis, public

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outreach process, feasible alternatives analysis, staff-recommended alternative, and the basis for its selection. The staff-recommended alternative will be fully described in the report including life-cycle operation and maintenance guidelines and costs, real estate needs, estimated construction costs, schedule, and funding. Supporting calculations and preliminary engineering drawings for the staff recommended alternative prepared will be include as appendices. The Consultant will coordinate a meeting with Valley Water staff and the DSOD to review the draft Planning Study Report (PSR) prior to finalization.

Subtask 2.2.5 - Assumptions

1. The PSR body will include a summary of the previously prepared Problem Definition (PDR) and Feasible Alternatives Reports (FAR), with the PDR and FAR to be included as separate appendices.

2. This subtask included two workshops with Valley Water and DSOD together (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam) to review the Draft Planning Study Report before finalization. The workshop scopes and not-to-exceed fees are included in Subtask 1.4.

Subtask 2.2.5 – Deliverables (COMPLETE)

1. Draft and Final Planning Study Reports (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)
2. Two PSR Workshops with Valley Water and DSOD together (one for Calero Dam (including fellows Dike) and one for Guadalupe Dam)

Subtask 2.2.6 - Prepare Transition Reports

Consultant will prepare the Planning-to-Design Phase Transition Report to properly transfer Project information to Valley Water. The Transition Report will provide all relevant Project information to Valley Water so that decisions and requirements identified during the Planning Phase will be addressed as Project requirements in the Design Phase. This will assure design deliverables meet Planning Phase objectives, and assure Planning Phase activities are not duplicated during design. Consultant will prepare a draft and final Transition Report.

Subtask 2.2.6 – Deliverable (COMPLETE)

1. Draft and Final Planning-to-Design Transition Report (one for Calero Dam including Fellows Dike) and one for Guadalupe Dam)

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AMENDMENT NO. 6 TO AGREEMENT A3675A
REVISED APPENDIX ONE TO THE
STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

TASK 3 - ENVIRONMENTAL DOCUMENTATION AND PERMIT SUPPORT (REVISED)

1. The Consultant will prepare two Environmental Impact Reports (EIRs), one for Calero Dam and Fellows Dike (Component 1), and another for Guadalupe Dam (Component 2) that comply with the requirements of the California Environmental Quality Act (CEQA) in a manner such that these documents may be presented to Valley Water's Board of Directors as the CEQA Lead Agency, to enable them to certify the Final EIRs and adopt the Mitigation Monitoring and Reporting Plans (MMRPs). The Consultant will support Valley Water in obtaining the necessary environmental permits for construction of the Project, as well as permits/clearance needed for field investigations including supplemental geotechnical and borrow investigations.

2. The two EIRs will be prepared based on final project descriptions that describe redesigned elements and allow for construction of each dam in two packages (Package A and Package B).

3. The Consultant will support Valley Water in their role as the CEQA Lead Agency and primary contact with regulatory agencies for the Project. The regulatory agencies are as follows: State of California Department of Water Resources Division of Safety of Dams (DSOD), United States Army Corp of Engineers (USACE), United States Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW), the Valley Habitat Plan Implementing Entity, the County of Santa Clara (CSC), and Santa Clara County Parks. Under the direction of Valley Water, Consultant will support Valley Water when Valley Water engages key agencies once sufficient Project design details exist, in order to formulate Project design alternatives that address agency concerns, and to develop appropriate CEQA mitigation measures consistent with the anticipated permitting requirements.

4. The Consultant may utilize a staggered scheduling of the two EIRs so that the Consultant may incorporate any applicable comments from Valley Water on the first document into the second document prior to submitting it to Valley Water.

5. The Consultant assumes that the Santa Clara Valley Habitat Conservation Plan (SCVHCP) will include the projects as covered activities and impacts to upland species and habitat impacts regulated by CDFW and USFWS will be permitted under the HCP.

6. Costs for environmental tasks assume economies of scale and a staggered schedule for the two dam projects. Should either dam project be cancelled or substantially delayed, estimated costs for the active dam project will be up to 65 percent of the Task 3 cost for both dam projects.

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Subtask 3.1 - Develop Initial Regulatory and CEQA strategy, and coordination with regulatory agencies (COMPLETE)

1. The Consultant will inventory the regulatory permitting needs for the Project, and will work with Valley Water to develop a strategy for pursuing regulatory approvals necessary for the design and schedule requirements of the Project.

2. Environmental permits or approvals for this Project are anticipated to include:

    a. Individual Permits under Clean Water Act (CWA) Section 404, administered by the USACE.

    b. Regional Water Quality Control Board authorization under CWA Section 401, as well as Waste Discharge Requirements pursuant to the State's Porter-Cologne Water Quality Control Act.

    c. Approval from the California Department of Fish and Wildlife, including Streambed Alteration Agreements (Fish and Game Code Section 1602).

    d. Biological Assessments for submittal to the National Marine Fisheries Service (NMFS) under Section 7 of the federal Endangered Species Act.

3. This task will result in production of Regulatory and CEQA Strategy Technical Memoranda which will outline the various requirements and develop a clear and comprehensive plan and timeline for addressing each.

Subtask 3.1 - Assumptions

1. One in-person meeting with Valley Water staff and one phone-call with Valley Water Staff to discuss CEQA and regulatory lessons learned from the ongoing Valley Water projects at Anderson Dam and Almaden Dam, and consider the regulatory and CEQA strategy for the Project.

2. The strategy memorandum will be comprehensive and summarize Valley Water and Consultant consensus on regulatory strategy.

3. Consultant will prepare and submit two draft memoranda per dam and one final memorandum per dam.

Subtask 3.1 – Deliverables (COMPLETE)

1. Preliminary Draft Regulatory and CEQA Strategy Memoranda (one for Calero Dam including Fellow’s Dike and one for Guadalupe Dam). (electronic)
2. Final Draft Regulatory and CEQA Strategy Memoranda (one for Calero Dam including Fellow’s Dike and one for Guadalupe Dam). (electronic for second review)

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3. Final Regulatory and CEQA Strategy Memoranda (one for Calero Dam including Fellow's Dike and one for Guadalupe Dam). (electronic and hardcopy)

Subtask 3.2 - Perform Environmental Investigations and Studies (REVISED)

The Consultant shall perform investigations and studies needed to evaluate environmental impacts of the Project as required by CEQA and other applicable laws and regulations.

The Consultant shall revise previously prepared investigations and studies needed to evaluate environmental impacts of the redesigned CDSRP, including Fellows Dike (Component 1), and GDSRP (Component 2) that are needed to develop the Administrative Draft EIR as required by CEQA and applicable laws and regulations. The Consultant will consider previously gathered and prepared information for either Component 1 or Component 2 in order to confirm existing conditions, or the consultant will prepare updated information if appropriate for Component 1 or Component 2, as described below.

Subtask 3.2.1 - Gather and Organize Environmental Information Relevant to the Project (REVISED)

1. Consultant will collect and review existing materials provided by Valley Water as referenced in Attachment Four, Reference Materials, of this Appendix One. Consultant will work with Valley Water to identify any other existing environmental data not provided in Attachment Four. In addition to this information, Consultant will gather other pertinent information from other sources, including:

    a. The Santa Clara Valley Water Valley Water Dam Maintenance Program Final PEIR.

    b. CEQA document for projects in the vicinity.

    c. Planning documents including relevant general plans and/or master plans.

    d. The Valley Habitat Plan.

    e. Previous reports prepared by H.T. Harvey for Valley Water work in the Project area.

    f. California Natural Diversity Database (CNDDB) occurrences from the Project vicinity.

    g. Species occurrence data and status information compiled by the California Native Plant Society.

    h. Water quality and sediment data from RWQCB reports and information used to develop TMDLs for the area.

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i. A delineation of the Area of Potential Effects (APE) in consultation with Project engineers and Valley Water. Consultant will conduct a record search of the APE at the Northwest Information Center of the California Historical Resources Information System (NWIC), and compile all documents pertaining to cultural resources identification and evaluation within the APE.

j. For information on potential hazardous materials sites, Consultant will utilize information provided by Valley Water and conduct a database search of Geotracker and EnviroSTOR or use a database search vender such as Environmental Data Resources Inc. (EDR) to provide data from a large number of databases, and will investigate identified sites using desktop methods as needed.

2. Consultant will review the information gathered above and provide Valley Water a list of additional environmental data needs and copies of information materials gathered (not originally provided by Valley Water).

3. The Consultant will collect and review updated materials provided by Valley Water and/or update materials as referenced in the amended Attachment Four, Reference Materials, of this Appendix One. This includes updating and/or conducting a review of more recent information 1b through 1j above. Consultant will review the updated information gathered and provide Valley Water a revised list of additional environmental data needs and copies of information materials gathered (not originally provided by Valley Water).

Subtask 3.2.1 - Deliverables

1. Environmental data and documents for the Project (one for Calero Dam including Fellows Dike and one for Guadalupe Dam) (Complete)
2. Lists of additional environmental data needs, (one for Calero Dam including Fellows Dike and one for Guadalupe Dam) (Complete)
3. Revised and updated lists of additional environmental data needs and copies of the information materials gathered (one for Calero Dam including Fellows Dike) and one for Guadalupe Dam).

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Subtask 3.2.2 - Prepare Base Map (REVISED)

1. Consultant shall prepare base maps for the Project areas. The maps shall be prepared in a Geographic Information System (GIS) format compatible with Valley Water's GIS system; have an appropriate level of detail to serve as a basis for the analysis associated with Subtask 3.2.3, and subsequent environmental analysis; be constructed in a manner consistent with the protocol for information sharing of Valley Water's GIS department pursuant to Attachment Four, Reference # 19, Valley Water Standards for GIS Products; and be consistent with applicable metadata requirements.

2. The base maps will highlight previously mapped environmental resources in the Project areas. The base maps will serve as a platform for additional investigations and use in the CEQA analysis and permitting.

Subtask 3.2.2 - Assumptions

1. Valley Water will provide relevant existing and available GIS information currently in their possession.

2. Consultant will utilize existing GIS-compatible data; digitizing or creating new GIS data would require authorization of additional scope and costs by Valley Water under Supplemental Services.

3. The base map will include the entirety of each reservoir and an approximate 2.5-mile wide buffer. Additional offsite areas, such as borrow sites or access roads outside of this buffer could be added as necessary through authorization under Supplemental Services.

4. Consultant shall prepare revised basemaps for the project areas of Calero Dam and Fellows Dike and Guadalupe Dam in a GIS format compatible with Valley Water's GIS system. The basemaps will have an appropriate level of detail to serve as the basis for the analysis with Subtask 3.2.3 and subsequent environmental analysis.

5. The revised base maps will highlight previously mapped environmental resources in the Project areas and previously surveyed areas, as applicable to the resource area. The revised base maps will serve as a platform for additional investigations and use in the CEQA analysis and permitting

6. Assumptions 1 through 3 are the same for the revised basemaps.

Subtask 3.2.2 - Deliverable

1. Base maps for Project (one for Calero Dam including Fellow's Dike and one for Guadalupe Dam) along with metadata (Complete).

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2. Revised base maps for Project with revised elements (one for Calero Dam including Fellow's Dike and one for Guadalupe Dam) along with metadata.

Subtask 3.2.3 - Summarize Environmental Conditions Based on Existing Data (REVISED)

1. Consultant will review existing reports, plans and policies and other information relevant to the Project, as identified in Subtask 3.2.1, including an assessment of environmental conditions as required by CEQA, the Migratory Bird Treaty Act, state and federal Endangered Species Acts, CWA, Porter Cologne Act, Fish and Game Code Section 1602, cultural and archaeological statutes, local ordinances, and air quality regulations.

2. Results of Consultant's analysis will be summarized by Consultant in CEQA and permitting documents.

Subtask 3.2.3 - Assumptions

1. Consultant will update the review of existing and recent reports, plans and policies and other information relevant to the Project, as identified in Subtask 3.2.1. The Consultant will also review any new information that may now be relevant given the redesign of Calero Dam and Fellows Dike (Component 1) and Guadalupe Dam (Component 2).

Subtask 3.2.3 - Deliverable

1. The results of Consultant's analysis will be summarized by the Consultant in CEQA and permitting documents.

Subtask 3.2.4 - Prepare Field Investigation Plan (COMPLETE)

1. Consultant will prepare separate field investigation plans for field studies pertaining to Calero (including Fellow's Dike) and Guadalupe Dams including identified borrow sources /sites and spoil disposal areas as described in Subtask 3.2.5.
2. Based on the data requirements identified under Subtask 3.2.2 and 3.2.3, Consultant will develop draft and final field investigation plans and submit them to Valley Water for review. The investigation plans will provide a description of the work to be conducted, locations, and approximate dates of field surveys, and methods to be used. In cases where equipment must be set up, such as for traffic counts, a drawing will be provided that illustrates approximate location.
3. Field investigations for the dams will include habitat surveys for sensitive biological resources, archeological surveys, baseline visual resources, and baseline traffic counts. The investigation plans will provide a description of the work to be conducted, locations, and approximate dates of field surveys, and methods to be used. In cases where equipment must be set up, such as for traffic counts, a drawing will be provided that illustrates approximate locations.

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Subtask 3.2.4 - Assumptions

1. Existing water and sediment quality data in reports gathered under Task 3.2.1 will be sufficient for CEQA and permitting purposes.
2. No additional baseline air quality data is required because ambient air quality data is available from local air monitoring stations operated by Bay Area Air Quality Management Valley Water (BAAQMD).

Subtask 3.2.4 – Deliverable (Complete)

1. Draft and Final Field Investigation Plans (one for Calero Dam including Fellows Dike and one for Guadalupe Dam)

Subtask 3.2.5 - Conduct Field Investigations (REVISED)

Field investigations will be conducted for multiple environmental resources based on the scope and assumptions described below.

A. **Biological Resources**

Biological field surveys for this task will gather the information needed for the EIR, permits, and other agency authorizations. Biological field surveys will consist of habitat assessments at each dam location. Consultant will map and characterize habitats at a level suitable for the CEQA impact evaluation purposes and to satisfy the requirements of permitting through the Valley Habitat Plan.

The Consultant will evaluate the availability and potential suitability of existing habitats for special-status species. The dominant biotic communities of the Project area will be characterized based on dominant plant and associated wildlife and will be mapped on the base map developed in Task 3.2.2 (described above).

B. **Special-Status Plant Surveys**

Consultant will conduct additional special-status plant surveys at Calero and Guadalupe Reservoirs in support of the redesigned CDSRP and GDSRP. Although the results of the previous surveys will inform the new surveys, the new surveys will be comprehensive and floristic in nature. Given the flowering periods of potentially occurring special-status plants (which can vary annually for annual species), surveys will be conducted in early spring (approximately March), mid-spring (approximately mid-April to early May), late spring (approximately late May to mid-June), and late summer/fall (approximately July- September). Surveys will be conducted according to the latest resource agency protocols, and for Valley Habitat Plan (VHP) covered species will be conducted so as to satisfy all VHP requirements. Field surveys and data collection will take into account pertinent VHP clarification and interpretation

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memos for VHP-covered plant species. Following completion of the survey for each project site, the Consultant will prepare a Special-Status Plant Survey Report summarizing the survey effort and findings. This effort for CDSRP is authorized under Supplemental Services Task Order 31 (Task 2).

C. **Regulated Habitats Delineation**

Consultant will delineate regulated habitats at Calero and Guadalupe Reservoirs in support of the redesigned CDSRP and GDSRP. Due to the time that has elapsed since regulated habitat delineations were first performed for the CDSRP and GDSRP, the Consultant will revisit each project site to update delineation mapping as necessary to reflect existing conditions. The Consultant will conduct field surveys to perform the mapping and data collection necessary to delineate the boundaries of USACE (CWA Section 404), San Francisco Bay Regional Water Quality Control Board (CWA Section 401/Porter-Cologne Water Quality Control Act), and California Department of Fish and Wildlife (California Fish and Game Code Section 1600) jurisdiction in these areas. Following completion of delineation field work, the Consultant will prepare an updated Regulated Habitats Delineation Report and field-verified land cover maps for each of project site. This survey and reporting effort for CDSRP is authorized under Supplemental Services Task Order 31 (Task 3).

D. **Wildlife Reconnaissance Surveys**

Consultant will conduct wildlife reconnaissance surveys at Calero and Guadalupe Reservoirs in support of the redesigned CDSRP and GDSRP. The Consultant will conduct reconnaissance-level surveys of each project site to determine habitat suitability for special-status and sensitive wildlife species that will need to be considered during preparation of the EIR and permitting materials. Potential habitat will be described in field notes and the location of potential resources of concern will be recorded. Further, per the requirements of the VHP, an ecologist will conduct a field investigation to identify and map potential tricolored blackbird (*Agelaius tricolor*) nesting substrate. The survey will be limited to any riparian, freshwater marsh, or pond land cover type located within 250 feet of project areas, subject to access. Results of wildlife reconnaissance surveys will be reported in the Terrestrial Biological Resources Technical Report for each project site. Each report will include a discussion of the existing biological conditions, including sensitive biological resources, that may be present in the project areas, as well as a description of the project's regulatory setting as related to terrestrial biological resources. This effort for CDSRP is authorized under Supplemental Services Task Order 31 (Tasks 4 and 7).

E. **Geotechnical Investigations Assistance**

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Consultant will conduct surveys for sensitive biological resources and verify land cover types at Calero and Guadalupe Reservoirs in support of geotechnical investigations conducted for the redesigned CDSRP and GDSRP. In addition, the Consultant will conduct pre-activity clearance surveys for special-status species and other sensitive resources as requested by Valley Water in support of geotechnical investigations, soil sampling, and other project activities for both the CDSRP and GDSRP. A brief preactivity survey report and compliance documentation will be prepared following each survey. This survey and reporting effort for CDSRP is authorized under Supplemental Services Task Order 31 (Task 5).

F. **Tree Survey**

Consultant will conduct a tree survey and prepare an arborist report for Calero and Guadalupe Reservoirs in support of the redesigned CDSRP and GDSRP. During the tree survey, ecologists will locate all trees within potential impact areas for each project. For the purpose of this inventory, trees shall include any perennial, woody plant species whose diameter at 4.5 feet above grade is 4 inches or larger. The results of the inventory will be summarized in an arborist report that describes the inventory methods and findings, including a summary of relevant City or County codes and ordinances, data tables summarizing data for all surveyed trees, and a site map showing tree locations and tree tag numbers. This survey and reporting effort for CDSRP is authorized under Supplemental Services Task Order 31 (Task 4).

G. **Bald and Golden Eagle Nest Surveys**

The Consultant will conduct bald and golden eagle nest surveys at Calero Reservoir to document nesting locations. The surveys for the CDSRP would focus on areas where nests, if present, could potentially be disturbed by Project activities or where territories could be abandoned due to habitat changes during Project construction (i.e., abandonment by bald eagles as a result of temporary drawdown or dewatering of the reservoir). The Consultant will conduct one breeding-season survey in late winter and spring of 2025 (January to mid-June) to obtain this information. The survey would be conducted by ecologists experienced in conducting surveys for nesting eagles. The survey would cover areas within 1 mile of the existing reservoir; within 1 mile of the dam and any other areas where CDSRP activities are proposed (such as staging or stockpiling areas outside the dam/reservoir); and within 2 miles of where blasting may be necessary occur to construct a tunnel for the sloping intake structure. Two sets of helicopter surveys, supplemented with ground-based surveys, will be conducted. The bald and golden eagle nest survey results will be documented in an Eagle Nest Survey technical memorandum. Neither bald nor golden eagles are known to nest in the vicinity of Guadalupe Dam/Reservoir. However, no eagle surveys have been conducted for Guadalupe, and there is some potential for either or both eagle species to nest close enough to Guadalupe Dam/Reservoir to be

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disturbed by retrofit activities. To inform CEQA impact assessment and development of mitigation measures, as well as to inform USFWS and CDFW coordination regarding potential impacts to eagles, Consultant will conduct the same surveys for Guadalupe Dam/Reservoir that are proposed for Calero Reservoir. However, surveys at Guadalupe will occur during the 2026 breeding season. The survey and reporting effort for CDSRP is authorized under Supplemental Services Task Order 31 (Task 14).

H. **Cultural Resources**

Consultant will conduct field surveys for archaeological and historic-era built environment resources within the Area of Potential Effect (APE), consisting of a pedestrian-level survey at each dam (including Fellows Dike for Calero Dam). Consultant proposed level of effort assumes that the existing documentation of historic-era resources at Fellows Dike is complete and will not require updates.

The Consultant will contact the State of California Native American Heritage Commission (NAHC), and individuals identified by the NAHC, in order to notify individuals with an interest or potential knowledge of cultural resources in the area.

All gathered data will be used by Consultant to compile a technical report adhering to Secretary of the Interior Guidelines, which can be used in support of CEQA, National Historic Preservation Act (NHPA) Section 106 documentation, and the acquisition of federal permits.

Consultant will prepare a Draft and Final Finding of Effect (FOE) cover letter. The cover letter will briefly describe the Project and the Project activities that are subject to permitting, including permitting associated with relocation of the Bailey-Fellows House, as needed. The FOE will describe any NRHP/CRHR-eligible resources potentially affected by the Project. Consultant will support Valley Water's role to work with the federal Section 106 lead agency (USACE) in order to ensure appropriate consultation with Native American representatives and the State Office of Historic Preservation, successful compliance with Section 106, and issuance of federal permits.

I. **Aesthetics**

The Consultant will conduct field visits to each dam to assess existing visual resource conditions in the Project area. The field visits will include an inventory, including photo documentation of the following existing conditions: viewpoints; notable visual resources; and vividness, intactness, and unity of the Project area. Photographs will be taken at the time to be used in the analysis and for graphics.

J. **Noise & Vibration**

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Consultant will conduct noise monitoring to inform baseline conditions and noise and/or vibration modeling to assess noise generation and vibrations from construction activities at nearby sensitive receptors.

K. **Air Quality and Greenhouse Gases**

Consultant will conduct modeling of criteria air pollutant, greenhouse gas emissions, and energy estimates from construction activities. Consultant also will conduct additional modeling to evaluate changes in post-project operational and maintenance activities to assess air pollutant emissions in comparison to applicable thresholds, if determined to be necessary. Consultant will conduct dispersion modeling and health risk assessment from construction activities if determined necessary to evaluate risk of diesel particulate matter (a toxic air contaminant) to nearby sensitive receptors.

L. **Transportation**

The Consultant will perform a field traffic assessment to qualitatively describe site conditions and will conduct daily traffic counts at up to five locations for each dam using machine traffic counting equipment (Complete). Consultant will conduct an updated evaluation of potential transportation impacts, in compliance with CEQA Guidelines Section 15064.2, by preparing Vehicle Mile Travel (VMT) analysis for the projects at Calero Dam including Fellows Dike and Guadalupe Dam.

M. **Hazardous Materials**

The Consultant will conduct a hazardous materials site database search for the Calero and Guadalupe Dams locations, such as a search of GeoTracker and EnviroSTOR or use a vendor such as Environmental Data Resources, Inc. (EDR) and will investigate identified sites using desktop methods as needed.

Subtask 3.2.5 - Assumptions

1. **Special-Status Plant Surveys**. It is assumed that (1) the maximum extent of CDSRP and GDSRP activities will be identified prior to the initiation of fieldwork, (2) that each project site has not changed substantially since the previous surveys, and (3) that there would be up to two rounds of review of the Special-Status Plant Survey report.
2. **Regulated Habitats Delineation**. It is assumed that (1) the maximum extent of CDSRP and GDSRP activities will be identified prior to the initiation of fieldwork, (2) that each project site has not changed substantially since the previous surveys, and (3) that there would be up to two rounds of review of the Regulated Habitats Delineation Report.

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3. **Wildlife Reconnaissance Surveys**. It is assumed that (1) the maximum extent of CDSRP and GDSRP activities will be identified prior to the initiation of fieldwork, (2) that each project site has not changed substantially since the previous surveys, (3) except for the San Francisco dusky-footed woodrat nest survey and tricolored blackbird habitat assessment, no focused surveys for specific wildlife species are included in this scope of work, (4) the level of detail in the Terrestrial Biological Resources Technical Report will be what is appropriate for the EIR, and (5) that there would be up to two rounds of review of the Terrestrial Biological Resources Technical Report.

4. **Tree Survey**. It is assumed that (1) the maximum extent of CDSRP and GDSRP activities will be identified prior to the initiation of fieldwork, (2) that each project site has not changed substantially since the previous surveys, and (3) that there would be up to two rounds of review of the arborist report.

5. **Bald and Golden Eagle Nest Surveys**. It is assumed that that there would be up to two rounds of review of each Eagle Nest Survey technical memorandum.

6. **Jurisdictional Delineation:** Consultant will re-conduct field studies at each dam sufficient to identify potentially jurisdictional waters of the U.S. including wetlands, as well as waters of the state. The previously prepared preliminary jurisdictional delineation report for Calero Dam including Fellows Dike will be updated using the most recent USACE requirements and field information. The consultant will update the previously prepared preliminary jurisdictional delineation report for Guadalupe Dam. This survey and reporting effort for CDSRP is authorized under Supplemental Services Task Order 31 (Task 3).

7. **Cultural Resources:**

   Consultant will conduct updated pedestrian-level field surveys for archaeological and historic-era built environment resources within the Area of Potential Effect (APE) at Calero Dam including Fellows Dike (assumed to be 200 acres) and Guadalupe Dam (assumed to be 80 acres), including areas that may not have been previously surveyed at each dam site.

   Consultant will re-contact the State of California Native American Heritage Commission (NAHC) for an updated list of individuals, and individuals identified by the NAHC, in order to notify individuals with an interest or potential knowledge of cultural resources in the area of Calero Dam including Fellows Dike and Guadalupe Dam. Consultant will also assist Valley Water during coordination with the Santa Clara County Art and Historical Society.

   All previously gathered data and updated data will be used by Consultant to compile Cultural Resources Technical Reports for CDSRP and GDSRP adhering to Secretary of the Interior Guidelines, which can be used in support of CEQA and NHPA Section 106 documentation, and the acquisition of federal permits.

   Assumes the following: no new archaeological resources will be identified in the records searches and field surveys for the CDSRP and GDSRP, NAHC Sacred Lands Database results will be negative for Tribal resources for CDSRP and GHSRP, no more than 4 historic-era built environment resources will be identified

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in the APE for each of the CDSRP (the Bailey House, a portion of the Historic District, Calero Dam and associated resources, Almaden-Calero Canal) and the GDSRP (Guadalupe Dam and Reservoir, Outlet Works and associated resources, Spillway, Hicks Road), no newly identified built environmental resources will meet National Register Historic Places and California Register Historic Resources eligibility criteria, and no archaeological or geoarchaeological site investigations are included.

8. **Aesthetics:** Consultant will re-conduct the field visits to assess and potentially update the existing visual resource conditions in the Project area. The updated field visits will include an inventory, including photo documentation of the following existing conditions at the previously identified locations for Calero Dam including Fellows Dike and Guadalupe Dams: viewpoints; notable visual resources; and vividness, intactness, and unity of the Project area. Photographs will be taken at the time to be used in the analysis and for graphics.

9. **Noise & Vibration:** Consultant will conduct monitoring at the 2 short-term and 3 long term locations measured in 2018 at the Calero Dam and add 1 short-term monitoring site near the Fellows Dike area. Consultant will conduct short (15 to 30 minute) and long-term (24-hour) noise monitoring at four locations at the Guadalupe Dam area. These noise measurements will be used to describe daytime and nighttime ambient noise levels at up to 10 noise-sensitive locations nearby each dam. Ambient vibration monitoring is not included because there are no existing uses that generate substantial vibrations. Consultant will use modeling to determine noise levels associated with the proposed project. Consultant will estimate the proposed project’s potential noise impacts from construction equipment and vehicle trips using the Federal Highway Administration’s (FHWA) Roadway Construction Noise Model (RCNM) methods and reference noise levels. Consultant also will use project-specific construction and geologic data to estimate groundborne vibration levels at up to 6 different vibration-sensitive areas. Monitoring data and noise modeling results will be presented in a technical memorandum in comparison to local noise standards. Where local noise standards are not available, consultant will recommend appropriate noise standards to adequately address noise impacts as required by CEQA (i.e., absolute noise level exposure and perception in noise increases).

10. **Air Quality and Greenhouse Gases:** Consultant will estimate criteria air pollutant and greenhouse gas emissions using appropriate publicly available industry standard air quality models (e.g., CalEEMod) and/or emissions factors appropriate for project-specific emissions sources, consistent with CalEEMod and Bay Area Air District-approved methods. Emissions will be estimated from construction of elements in Package A and Package B of Calero Dam including Fellows Dike and Guadalupe Dam and operations if there are post-project changes in emissions from operational and maintenance activities. Modeling for operations, if needed, is anticipated to be limited in scope and to vehicle use and operations of pumps or other water conveyance infrastructure. Consultant also will estimate construction and operational energy and fuel demand and present results in a summary table.

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Regarding short-term exposure to project-generated toxic air contaminants (TACs), this scope assumes that a quantitative construction-only health risk assessment (HRA), would be necessary for both projects. The HRA will include construction emissions source characterization, one air dispersion model for each project site, including a unique receptor grid, and site-specific parameters (e.g., meteorological data, terrain data). The HRA will evaluate TAC exposure associated with diesel particulate matter (exhaust) and fine particulate matter concentrations (PM2.5) (exhaust + fugitive) from construction of elements. Consultant will use AERMOD to predict exposure to concentrations of pollutants at sensitive receptor locations and quantify associated carcinogenic and non-carcinogenic health risks that will be compared against Bay Area Air District's risk and concentration thresholds. The HRA will use assumptions consistent with Bay Area Air District's 2022 CEQA Guidelines and the Office of Environmental Health Hazard Assessment (OEHHA) guidance. Consultant will conduct up to three mass emissions calculations in spreadsheets or CalEEMod (for each project) and one AERMOD run (for each project) to quantify adverse health risks at sensitive receptor locations. All emissions results will be summarized in a technical memorandum in tabular form, in comparison to adopted air district thresholds.

11. **Transportation:** Consultant analysis will focus solely on VMT and roadway conditions and will not include traffic LOS analysis for the roads and intersections near the project sites. A description of the project(s) VMT from construction activities will be provided along with a description of access roads in terms of road design characteristics, traffic controls, traffic lane width, traffic volumes, speed limits etc., Consultant will discuss historic traffic collisions along the access roads (McKean Road and Baily Avenue for Calero Dam and Hicks Road for Guadalupe Dam) and identify collision hot spots. Consultant will conduct limited field work to collect average daily trips at up to five locations for a 24-hour period on McKean Road and Bailey Avenue for the CDSRP. This information will be compiled into a brief memorandum for use in preparing the Administrative Draft EIR transportation sections for each Project component.

12. **Hazardous Materials:** Consultant will update the hazardous materials site database search for the Calero Dam including Fellows Dike area and Guadalupe Dam area, using a vendor such as Environmental Data Resources, Inc. (EDR) or other suitable databases (i.e., EnviroSTOR). The Consultant will also review updated and more recent environmental testing information provided at either Calero or Guadalupe Dams. Consultant will not conduct field investigations for hazardous materials.

13. Results of the updated field surveys will primarily be summarized in either new Technical Reports supporting the preparation of the EIR or in appropriate resource sections of the EIR.

14. Field notes will be typed for internal Consultant use, in sufficient detail to prepare primary regulatory documents (EIR and permits).

15. Existing mercury sampling data will be sufficient to meet regulatory requirements. Should preparation of a mercury sampling plan and field sampling for mercury be

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necessary, it will be conducted under a separate cost and scope as Supplemental Services.

16. Species-specific or protocol level surveys, beyond those already described in Subtask 3.2.5, are not included in the scope for Task 3.

17. Suitable borrow material will be available on-site and surveys of potential borrow areas at an off-site or a distant location will be conducted under Task 6, Supplemental Services.

18. Fisheries field work is not included in the scope for Task 3. Consultant will rely on existing data from Valley Water and others regarding fisheries resources within the Project area.

19. Existing and publicly available hazardous materials data will be sufficient for the purposes of analyzing impacts under CEQA and to meet regulatory requirements. Should preparation of a hazardous materials sampling plan and field sampling be necessary, it will be conducted under a separate cost and scope as Supplemental Services.

Subtask 3.2.5 - Deliverables

1. Draft and Final Special-Status Plant Survey Reports for CDSRP and GDSRP. GIS shapefiles of special-status plant locations mapped during the survey effort.

2. Draft and Final Regulated Habitats Delineation Reports and field-verified land cover maps for CDSRP and GDSRP. GIS shapefiles for the regulated habitats mapping and the land cover mapping.

3. Draft and Final Terrestrial Biological Resources Technical Reports for CDSRP and GDSRP. GIS shapefiles for the locations of any special-status or sensitive wildlife locations.

4. Pre-activity survey reports on special-status species and other sensitive resources, and compliance documentation, during geotechnical investigation assistance for CDSRP and GDSRP.

5. Draft and Final Arborist Reports and GIS shapefile of tree locations for CDSRP and GDSRP.

6. Draft and Final Eagle Nest Survey Technical Memorandum for CDSRP and GDSRP.

7. Draft and Final Cultural Resources Technical Reports for CDSRP and GDSRP.

8. Results of the updated field surveys will be summarized in the technical reports and technical memoranda described herein or in appropriate resource sections of the EIR.

Subtask 3.3 - Prepare Project Description and Initial Study Checklist (IS) (REVISED)

The purpose of this task is to accurately describe the elements of the proposed Project based on the Staff-Recommended Alternative, and the Planning Study Reports, and the

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redesigns of the CDSRP and GDSRP that have occurred to accommodate Package A and Package B construction. The description of the proposed Project Components will be used in the environmental review process.

Subtask 3.3.1 - Prepare Project Description (REVISED)

Consultant will work with Valley Water to produce draft and final detailed Project Descriptions for each EIR for use in the CEQA process, based on the review and analyses conducted in the previous two tasks. Project elements and other components of the proposed Project such as borrow areas, staging areas, haul routes, dewatering, stream flow bypasses, and access areas will be described. The Project Descriptions will include descriptions of design for intakes, outlets, and spillways; description of surrounding areas influenced by the reservoir and flow releases; construction techniques and equipment to be used; and construction phasing for each dam and typical operation and maintenance requirements. The Project Descriptions will be subject to Valley Water review prior to completion of the final Project Descriptions by Consultant. (Complete)

The Consultant will work with Valley Water to prepare new Project Descriptions based on the redesign of Calero Dam and Fellows Dike (Component 1) and Guadalupe Dam (Component 2) and the need to construct each Component in two packages (Package A and Package B), using applicable information (if any) from previously prepared Project Descriptions.

Subtask 3.3.1 – Assumptions

1. Valley Water will have internal concurrent reviews of the new draft Project Descriptions for CDSRP and GDSRP and will reconcile any conflicting comments.
2. There will be two rounds of reviews prior to the new Project Descriptions for CDSRP and GDSRP being finalized by the Consultant.
3. Once final Project Descriptions are developed, there will be no subsequent substantive changes in Project designs and plans for CDSRP and GDSRP that would necessitate changes to the Project Descriptions or substantively alter the scope of the environmental analysis.
4. Development of the project descriptions includes a field visit to each dam by five GEI staff.

Subtask 3.3.1 – Project Descriptions (REVISED)

1. Draft and Final CEQA Project Descriptions (one for Calero Dam including Fellows Dike and one for Guadalupe Dam) (Completed)
2. New Draft and Final CEQA Project Descriptions for CDSRP and GDSRP.

Subtask 3.3.2 - Prepare Initial Study Checklist (IS) (COMPLETE)

An Initial Study has been used by Consultant to determine issues requiring detailed

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analysis in the Guadalupe Dam EIR and to screen out certain topics that would not require further review in the Guadalupe Dam EIR. The Checklist was based on the current CEQA Guidelines Appendix G: Environmental Checklist and Valley Water guidance. Consultant provided supporting text to explain the basis for its conclusions stated in the Checklist. The Consultant also provided conceptual level information related to impacts and potential qualitative, early conceptual level mitigation.

Subtask 3.3.2 - Assumptions

1. The evaluation described in Task 3.4 below will focus on the potentially significant impacts identified in the IS checklist, or as appropriate, those raised during the scoping period.

2. The following resource topics will be dismissed from further consideration in the Initial Study (others may be eliminated as well): agricultural and forest resources, mineral resources, and population/housing.

3. Valley Water will prepare the Internal Decision Memorandum as required by QEMS guidelines using information from this task.

4. Initial Study analyses is qualitative. Substantive analyses, as needed, will be performed under Task 3.4.3.

Subtask 3.3.2 – Deliverables (COMPLETE)

1. Draft Initial Study for Guadalupe Dam (electronic)

Subtask 3.4 - Prepare Draft Environmental Impact Report (REVISED)

Following completion of Task 3.3, development of Draft Environmental Impact Reports will be undertaken by Consultant. This task includes the steps to prepare two Draft EIRs, in addition to the Notices of Preparation to announce the upcoming environmental review, administrative drafts for Valley Water review and public drafts to be circulated for comment.

Subtask 3.4.1 - Prepare Notice of Preparation (COMPLETE)

Consultant will prepare Notices of Preparation (NOP) for each dam to announce the upcoming environmental review and solicit public input on the scope and content of the EIR. The NOPs will include the IS's developed under Task 3.3, to inform public input regarding the environmental analysis. The two IS's developed under Task 3.3 above will be included with the NOP as an attachment, to help obtain public input regarding the impact topics to be included or dismissed from the EIR.

Subtask 3.4.1 - Assumptions

1. Valley Water will provide an initial list of interested parties.

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2. Valley Water will provide a mailing list for each dam.
3. Valley Water will distribute the NOPs.

Subtask 3.4.1 – Deliverable (COMPLETE)

1. Draft NOPs (electronic); Final NOPs (15 paper copies plus one electronic copy) (one set for Calero Dam including Fellows Dike and one set for Guadalupe Dam)

Subtask 3.4.2 - Conduct Environmental Scoping (COMPLETE)

1. In collaboration with Valley Water, Consultant will schedule and plan up to four public scoping meetings required by CEQA (two for each dam). At Valley Water's direction, Consultant will attend the meeting, answer questions, and solicit comments from the public and prepare detailed meeting notes. Consultant will prepare informational and presentation materials for the meeting. The location for the scoping meetings will be determined in consultation with Valley Water Project Manager. Consultant will compile comments received at the scoping meeting and in response to the NOP and prepare a Scoping Summary Report.
2. Consultant will document and provide public comments to Valley Water.

Subtask 3.4.2 - Assumptions

1. Valley Water will provide service to capture public comments.
2. Consultant will not provide a meeting transcript.
3. Valley Water will make meeting place arrangements, facilitate the meeting, and make the presentation.

Subtask 3.4.2 – Deliverables (Complete)

1. Draft and final public scoping meeting materials (paper and electronic) (one for Calero Dam including Fellows Dike and one for Guadalupe Dam), scoping materials will include comment cards and up to two boards per dam (Completed).
2. Scoping Summary Reports (electronic) (one for Calero Dam including Fellows Dike and one for Guadalupe Dam)

Subtask 3.4.3 - Prepare Administrative Draft EIR (ADEIR) (REVISED)

Consultant will prepare separate Administrative Draft EIRs for each dam including assessments of up to two (2) borrow and/or spoil areas for each dam. The ADEIR will incorporate the data and information collected and reviewed during previous tasks including Task 3.2, as well as comments submitted during the public scoping period. The ADEIR for each dam will be prepared based on the Final Revised Project Description for Calero Dam and the Final Revised Project Description for Guadalupe Dam described in Subtask 3.3.1. Technical analyses and impact assessments will be prepared using the

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impact topics and significance thresholds prescribed in Appendix G of the most recently published CEQA Guidelines, Valley Water input, and other applicable standards provided by Valley Water. The following resources are assumed to be dismissed from further evaluation in each EIR: Agricultural and Forestry Resources, Minerals, and Population and Housing. All other resources will be fully evaluated in each EIR as described below. Appropriate mitigation measures will be identified for significant impacts. Consultant will use mitigation measures developed for Valley Water's Dam Maintenance Program EIR to the extent that they are applicable to impacts of the Seismic Retrofit Project. Proposed borrow sites will be also assessed in the environmental analysis.

The approaches to each of the environmental topics that Consultant will address in the EIR are described below.

A. Aesthetics

Consultant will describe the existing aesthetic conditions, including sensitive visual resources and sensitive visual receptors, and will analyze temporary aesthetic impacts from construction as well as long-term changes in aesthetic character. Consultant will reference any applicable visual or scenic resource policies from the San Jose Envision 2040 General Plan, the County of Santa Clara's General Plan, and Countywide Trails Master Plan to analyze impacts to aesthetic resources.

B. Air Quality and Greenhouse Gas

Consultant will analyze the potential significance of the Project's air quality and greenhouse gas emissions associated with Project construction. Each EIR will describe the existing air quality conditions of the Project area and San Francisco Bay Area Air Basin, the federal, state, and Bay Area Air Quality Management Valley Water regulations applicable to the Project, and the potential impacts from the Project's emission-generating activities. These activities include fuel combustion in construction equipment and fugitive dust generation during dam stabilization, breaching of Fellow's Dike, and borrow and spoils material transport.

Each EIR's impact analysis (prepared by the Consultant) will assess the significance of: 1) construction equipment emissions; 2) the health risks associated with the Project's emissions (i.e., carcinogenic and non-carcinogenic health risks); and 3) odors associated with the Project's emissions. The analysis would use methodologies consistent with the most recent guidelines available from the BAAQMD.

If necessary, the EIR (prepared by the Consultant) will acknowledge and disclose the potential for risks associated with airborne asbestos fibers or other contaminants associated with borrow area soils or dredge spoils, however, the EIR will not model or quantify the incremental risks associated with this impact because federal and state regulatory processes are in place to quantify and

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control the risks associated with this potential impact (e.g., BAAQMD Regulation 11, Rule 14 - Asbestos Containing Serpentine).

Consultant will prepare a discussion of the potential impacts associated with implementation of the proposed Project in the context of existing BAAQMD guidance. Consultant will use the most recent and applicable CEQA thresholds to complete the air quality impact analysis.

Greenhouse gas impact analyses (prepared by the Consultant) will be based on the construction equipment and vehicle use. The impact analysis will be completed by evaluating whether the Project will comply with currently applicable BAAQMD best management practices and the Sacramento Metropolitan Air Quality Management District (SMAQMD) quantitative screening level for assessing construction emissions.

C. Biological Resources

Consultant will use the information collected in Task 3.2 and experience on similar dam projects in the region to evaluate the biological resources in the ADEIR. The biological resource evaluations will address each of the components of the Project in the context of the biotic resources of the Project sites and vicinity and identify site-specific direct, indirect and cumulative impacts. Consultant will assess potential impacts to special-status species, sensitive habitats, as well as jurisdictional waters. This analysis will include an evaluation of the effects of reservoir dewatering and stream flow reductions on downstream fisheries habitats at Calero Dam and Guadalupe Dam. Consultant will evaluate impact significance using the thresholds provided in the CEQA Guidelines and Valley Water's guidance.

Mitigation will be developed by the Consultant in coordination with Valley Water to address potentially significant impacts of the Project on biotic resources on and off the Project site. Potential mitigation options to be evaluated will include avoiding the impact, minimizing the impact by decreasing the timing and locations of the proposed actions, restoring the biotic resource to its former condition after the impact has occurred, reducing or eliminating the impact over time by appropriate preservation and maintenance operations during the life of the Project, and/or compensating for the impact by replacing elsewhere those habitats or those biota that have been adversely affected.

D. Cultural Resources and Tribal Cultural Resources

Consultant will conduct a cultural resources evaluation for both dams in compliance with CEQA, NEPA, and NHPA Section 106. Consultant will use the results of recent cultural resources studies conducted within the Project areas and collected as part of Task 3.2—such as those in support of the Final Program Environmental Impact Report for the Valley Water Dam Maintenance Program—in order to assess Project effects, make mitigation recommendations, and make recommendations of eligibility for listing on the National Register of Historic

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Places (NRHP) and/or the California Register of Historical Resources (CRHR). Consultant will use cultural resources information, as well as any information generated through Valley Water's consultation with Tribes pursuant to AB 52 to prepare a Tribal Cultural Resources evaluation.

E. Energy (New)

Using information from the air quality and GHG analysis, Consultant will prepare a new and separate Energy section from that of the GHG section for the Calero Dam and Fellows Dike EIR and Guadalupe EIR using the most recent state CEQA Guideline thresholds. The analysis will quantitatively evaluate construction energy use during Package A and Package B for each Dam by developing information based on the air quality and GHG analysis; operational energy use for each Dam is assumed to be negligible and therefore will not be fully evaluated.

F. Geology and Soils

Using prior site-specific knowledge and existing data, Consultant will analyze the Project's potential to expose people or structures to substantial adverse effects from the rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, or landslides. Consultant will also address the potential for soil erosion and liquefaction, and will recommend mitigation measures to minimize the loss of topsoil and erosion during construction.

G. Groundwater (New)

Consultant will prepare new and separate groundwater sections from that of the surface hydrology and water quality section for the EIR of Component 1 and Component 2. Consultant will qualitatively evaluate potential changes in groundwater storage, recharge, and quality during construction based on existing data/information and the Final Project Description developed in subtask 3.3.1 and using information developed in Subtask 3.2.5 for Component 1 and Component 2 EIRs.

H. Hazards and Hazardous Materials

Consultant will evaluate potential threats to public health and safety from hazardous materials and other hazards that could result from Project construction. Consultant will review available environmental database reports collected under Task 3.2, describe the regulatory framework, and potential impacts from construction. Potential disturbance of existing hazardous materials/contamination sites located within the area of construction disturbance and the immediate vicinity around construction disturbances will be evaluated.

I. Surface Water Hydrology and Water Quality

Consultant will evaluate impacts to hydrology, flood control, and water quality, and in particular assess construction impacts on water quality and hydrology parameters, along with applicable federal, state, and local regulations.

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Consultant will evaluate potential water-quality impacts that could stem from reservoir dewatering, construction of cofferdams, and other in-water and near-water Project construction activities. Consultant will evaluate the potential for Project activities to expose or mobilize mercury (a greater concern at Guadalupe Reservoir), both during and following construction activities. Consultant will also prepare an analysis for potential bioaccumulation of contaminants resulting from aqueous mobilization due to drawdown, cofferdam, and in-water construction activities. This analysis will consist of a qualitative evaluation of the construction work relying on water and sediment contaminant data supplied by Valley Water (if available) or otherwise publicly available.

J. Noise

Noise and vibration impacts associated with the Project are anticipated to be limited to temporary noise from on-site construction activities and haul trucks traveling on local streets to and from the two dam locations. Consultant will describe in each EIR the existing noise and vibration environment of the Project area, identify sensitive receptors, and compare projected construction noise to local noise standards (i.e., County of Santa Clara and City of San Jose).

Consultant will, in each EIR, identify typical construction equipment sound levels, quantify peak and typical construction activity noise levels (including attenuation due to topography and ground cover), and, if necessary, identify best management practices or mitigation measures to reduce the magnitude of potential construction noise and vibration impacts, such as restricted work hours or blasting noise management plans if blasting is proposed.

K. Land Use and Planning

Although the Project would be exempt from local building and zoning ordinances under California Government Code Section 53091, Consultant will assess whether the Project would conflict with local land use plans, policies and regulations adopted for the purpose of avoiding or mitigating an environmental effect. The impact analysis will consider relevant policies from local jurisdictions including the City of San Jose General Plan and Zoning Ordinance, County of Santa Clara General Plan and Zoning Ordinance and County of Santa Clara Parks and Recreation Department policies (related to the breaching of Fellow's Dike).

L. Transportation

The transportation analysis will focus on construction impacts but also consider any post-project changes in vehicle use for operational and maintenance activities. Consultant will qualitatively evaluate VMT from construction vehicles and workers, including by identifying sources of construction VMT and opportunities, if any, to reduce VMT; and quantify any permanent increases in post-project VMT. Consultant will also evaluate site access and roadway systems near the dams in terms of roadway widths, curvatures, capacities, pavement

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strength, and integrity to identify appropriate access routes, seeking the least impact and shortest distance. Consultant will identify local roadways near the access points to the dam construction area that may experience short-term construction impacts in the section and will discuss potential delay on these roadways related to construction activities in terms of “time spent following” construction vehicles.

M. Public Services (New)

A qualitative discussion of the emergency access and routes as they relate to emergency response times under existing conditions and project construction conditions will be discussed as part of the public services evaluation. Information will be used from the traffic analysis regarding potential road closures or detours during construction that may be needed and a qualitative evaluation of effects on emergency response times will be performed.

N. Recreation

Each EIR will contain an analysis of the relevant Project Component’s impacts to recreational resources during Project construction and long-term operation of the dams and reservoirs once the retrofit Project is completed. Recreation policies from the San Jose Envision 2040 Parks, Open Space and Recreation Element, the Santa Clara County General Plan, and the Santa Clara County Parks Plans (e.g., Countywide Trails Master Plan) that overlap with the Project area will be referenced and/or used to analyze impacts to recreation facilities.

O. Wildfire (New)

Consultant will prepare new and separate wildfire sections from that of the hazards and hazardous materials section for the EIR of Calero Dam including Fellows Dike and Guadalupe Dam. Consultant will qualitatively evaluate the potential and risk of wildfire during construction based on existing data/information and the Final Project Description developed in subtask 3.3.1 and using information developed in Subtask 3.2.5 for each EIR.

P. Utilities and Service Systems

The primary function of Calero and Guadalupe Dams is to store and convey water supply. Construction of the proposed dam improvements may temporarily affect water supply availability and distribution, the impacts of which the Consultant will evaluate. Other public utilities, such as electricity, gas, stormwater, and wastewater facilities would not likely be affected. If necessary, Consultant will identify feasible and appropriate measures for avoiding or reducing impacts to utilities and services.

Q. Cumulative Impacts and Other CEQA Requirements

Consultant will prepare a cumulative analysis for projects that may occur at the same time or near the Project vicinity. This may include other Valley Water dams such as Almaden or Anderson, depending on how construction schedules for

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those projects coincide with the construction schedules of the Guadalupe and Calero Project Components.

The documents will also contain sections on CEQA alternatives and other statutory considerations, including growth inducement or irreversible impacts, as well as lists of preparers and appropriate appendices.

The Consultant will work with Valley Water to obtain sufficient information to describe alternatives considered but eliminated from further revaluation and alternatives carried forward for further consideration for Calero Dam including Fellows Dike and Guadalupe Dam. Potential CEQA alternatives will be screened using the objectives for each project. The CEQA objectives will have been reviewed and agreed upon by Valley Water prior to alternative screening. The CEQA alternatives will be evaluated in the EIR pursuant to CEQA requirements and guidelines and do not need to be described or analyzed at the same level of detail as that of the proposed project for Calero Dam including Fellows Dike and Guadalupe Dam.

R. Alternatives Analysis

Consultant will identify a reasonable range of alternatives using the Planning Study Reports for each dam, other options considered during design, and new alternatives identified in coordination with Valley Water and the design consultant that reduce at least one significant impact, as required by CEQA. Consultant will compile a list of possible alternatives and identify considerations for alternatives in NEPA documentation and CWA Section 404(b)(1) alternatives analysis and alternatives that do not meet CEQA requirements for alternatives considered. The alternatives analysis in the EIR will discuss the alternatives development/screening process, identify alternatives considered but dismissed, and evaluate a reasonable range of alternatives considered, including the No Project Alternative, in comparison to the proposed project.

Subtask 3.4.3 - Assumptions

1. The study area for biological and cultural field surveys will be limited to the core Project areas, including Guadalupe Reservoir and Dam, Calero Reservoir and Dam (including Fellows Dike) and immediate environs. Surveys in additional Project areas outside the core areas such as off-site borrow areas, staging, disposal; water storage and release areas would require additional scope and not-to-exceed fees and may be performed as Supplemental Services.
2. Borrow areas will be identified on-site.
3. Land Cover Maps produced for the ADEIRs will be appropriate to meet the requirements of the Valley Habitat Plan application package in Task 3.7.
4. Valley Water will provide a list of its concurrent projects to be analyzed for cumulative impacts. Consultant will contact County of Santa Clara for a list of other projects in the area to include in the cumulative analysis.

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5. No visual simulation modeling will be needed, and photography of the existing areas will be sufficient to present the analysis of aesthetic impacts.
6. Consultant work effort does not include recreation counts, surveys, or outreach to the recreation community.
7. No field work or laboratory analysis is necessary to evaluate hydrology and water quality for this task.
8. Valley Water will provide information regarding the management of water, including dewatering, reservoir releases, and turbidity management, during construction of Package A and Package B for Component 1 and Component 2. Valley Water Assumptions 1 through 8 are suitable and applicable for the EIR analysis regarding the redesigned Calero Dam including Fellows Dike and Guadalupe Dam.
9. No field work or laboratory analysis is necessary to evaluate fisheries resources for this task.
10. Valley Water will be responsible for consultation with Tribes pursuant to AB 52 and will provide the Consultant with information that is developed through the AB 52 consultation process for consideration, evaluation, and incorporation into the ADEIR.
11. The ADEIR for Calero Dam including Fellows Dike will be delivered to Valley Water in batches as agreed upon between Valley Water and Consultant, with simpler resources provided first (e.g., aesthetics, groundwater) and more challenging resources that rely on extensive field work provided later (e.g., air quality, greenhouse gases, transportation).

Subtask 3.4.3 – Deliverable

1. First Administrative Draft EIR (ADEIR) (electronic copies) (one for Calero including Fellow's Dike and one for Guadalupe Dam).

a. Consultant will prepare a new aesthetics section for the Calero Dam including Fellows Dike EIR and will prepare an aesthetics section for the Guadalupe EIR. Both sections will evaluate the Final Project Description developed in Subtask 3.3.1 for each dam and will include existing aesthetic conditions, including any applicable updates based on work performed in Subtask 3.2.5. Consultant will follow the general approach outlined in Subtask 3.4.3.A above regarding aesthetics.
b. Consultant will prepare a new AQ section and a new GHG section for the Calero Dam including Fellows Dike EIR and will prepare an AQ section and GHG section for the Guadalupe Dam EIR. These sections will evaluate the Final Project Description developed in Subtask 3.3.1 for each Dam. Consultant will follow the scope of AQ and GHG analysis outlined in Subtask 3.4.3.B.1 through 3.4.3.B.5 above regarding air quality and greenhouse gases.
c. Consultant will prepare a new terrestrial biological resources section and new fisheries section for the Calero Dam including Fellows Dike EIR and will prepare a terrestrial biological resources and fisheries section for the Guadalupe EIR.

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These sections will evaluate the Final Project Descriptions for each Component developed in Subtask 3.3.1 and will use information developed in Subtasks 3.2.1, 3.2.3, and 3.2.5. These sections will analyze impacts on wildlife, vegetation, and fisheries from construction of elements in Package A and Package B of each Dam. The Consultant will integrate VHP considerations into the approach to the impact and mitigation assessment. Consultant will also reference the Fish and Aquatic Habitat Collaborative Effort (FAHCE) EIR for discussing operational impacts on fisheries at Calero Dam and Guadalupe Dam post construction. The sections will cover the same fish species as the FAHCE EIR and no recreational fish will be evaluated. Consultant will follow the scope of biological resource analysis outlined in Subtask 3.4.3.C.1 and Subtask 3.4.3.C.2 above. Preparation of the terrestrial biological resources section of the Draft EIR for CDSRP is authorized under Supplemental Services Task Order 31. Preparation of the fisheries resource section of the CDSRP Draft EIR is authorized under Supplemental Services Task Order 30.

d. Consultant will prepare a new cultural resources section for the Calero Dam including Fellows Dike EIR and will prepare a cultural resources section for the Guadalupe Dam EIR. These sections will evaluate the Final Project Description developed in Subtask 3.3.1 for each Dam and will use information developed in Subtask 3.2.5. These sections will analyze impacts on cultural resources, including historic architecture, from construction of elements in Package A and Package B of each Dam. Consultant will follow the scope of cultural resource analysis outlined in Subtask 3.4.3.D above.

e. Consultant will prepare a new Tribal Cultural Resources section for the Calero Dam including Fellows Dike EIR and will prepare a Tribal Cultural Resources section for the Guadalupe EIR. These sections will evaluate the Final Project Description developed in Subtask 3.3.1 for each Dam and will use information developed in Subtask 3.2.5. These sections will analyze impacts on Tribal Cultural Resources from construction of elements in Package A and Package B of each Dam. Consultant will follow the scope of Tribal Cultural Resources analysis outlined in Subtask 3.4.3.D above and incorporate information provided by Valley Water from their on-going consultation with Tribes pursuant to AB52 for each Dam.

f. Consultant will prepare a new geology and soils section for Calero Dam including Fellows Dike EIR and will prepare a geology and soils section for Guadalupe EIR. Both sections will evaluate the Final Project Description developed in Subtask 3.3.1 and use information developed in Subtask 3.2.5. Consultant will follow the scope of geology and soils analysis outlined in Subtask 3.4.3.F above and qualitatively evaluate construction impacts related to geology and soils by incorporating recent geotechnical information provided by Valley Water related to Calero Dam including Fellows Dike and Guadalupe Dam.

g. Consultant will prepare a new hazards and hazardous materials section qualitatively evaluating the construction of Package A and Package B of Calero Dam including Fellows Dike. Consultant will also prepare a hazards and hazardous materials section qualitatively evaluating the construction of Package A and Package B of Guadalupe Dam. The hazards and hazardous materials sections will include the scope of analysis described in Subtask 3.4.3.H above

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and will be based on the Final Project Description developed in Subtask 3.3.1 and using information developed in Subtask 3.2.5 for each Dam, including the most recent environmental testing information prepared for Calero Dam including Fellows Dike.

h. Consultant will prepare a new surface water hydrology/water quality section qualitatively evaluating the construction of Package A and Package B of Calero Dam including Fellows Dike. Consultant will also prepare a surface water hydrology/water quality section qualitatively evaluating the construction of Package A and Package B of Guadalupe Dam. These sections will evaluate the Final Project Description developed in Subtask 3.3.1 for each Dam and will use information developed in Subtask 3.2.5. Preparation of the hydrology and water quality section of the CDSRP Draft EIR is authorized under Supplemental Services Task Order 30.

i. Consultant will prepare a new noise and vibration section for the Calero Dam including Fellows Dike EIR and will prepare a noise and vibration section for the Guadalupe EIR. These sections will evaluate the Final Project Description developed in Subtask 3.3.1 for each Dam. These sections will quantitatively evaluate noise impacts from construction of elements in Package A and Package B of each Dam using baseline noise measurements and modeled data. Consultant assumes equipment lists and horsepower will be provided for Package A and Package B purposes and that construction at each Dam site may require the use of a vibratory hammer for pile driving purposes and will quantify and analyze such use. Consultant will model potential noise and vibration impacts and will follow the scope of noise and vibration analysis outlined in Subtask 3.4.3.J.1 and 3.4.3.J.2 above.

j. Consultant will prepare a new land use and planning section qualitatively evaluating the construction of Package A and Package B of Calero Dam including Fellows Dike. Consultant will also prepare a land use and planning section qualitatively evaluating the construction of Package A and Package B of Guadalupe Dam. The land use sections will include the scope of analysis described in Subtask 3.4.3.K above and will include a policy compatibility analysis.

k. Consultant will prepare a new transportation section for the Calero Dam and Fellows Dike EIR and will prepare a transportation section for the Guadalupe EIR. These sections will evaluate the Final Project Description developed in Subtask 3.3.1 for each Dam. The new section will quantify any post-project increases in VMT and qualitatively evaluate VMP from construction of elements in Package A and Package B of each Dam, pursuant to CEQA Guidelines Section 15064.3(b) and SB743. Consultant will not evaluate LOS, as LOS is no longer required by CEQA. Emergency access and road hazards will be qualitatively evaluated based on road closures needed to construct Package A and Package B elements and ingress/egress locations and access points for construction trips for each dam.

l. Consultant will prepare a new public services section qualitatively evaluating the construction of Package A and B of Calero Dam including Fellows Dike on emergency response times as a result of potential construction road closures or detours. Consultant will also prepare a public services section qualitatively

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evaluating the construction of Package A and Package B of Guadalupe dam. Public service ratios for police, fire, schools, and libraries will not be assessed as part of the public service analysis. Each section will include existing and available information regarding emergency response times around each reservoir. The recreation sections will include the scope of analysis described in Subtask 3.4.3.M above.

m. Consultant will prepare a new recreation section qualitatively evaluating the construction of Package A and Package B of Calero Dam including Fellows Dike. Consultant will also prepare a recreation section qualitatively evaluating the construction of Package A and Package B of Guadalupe Dam. Each section will include existing and available statistics regarding visitation at each reservoir. The recreation sections will include the scope of analysis described in Subtask 3.4.3.N above.

n. Consultant will prepare a new utilities and service system section qualitatively evaluating the construction of Package A and Package B of Calero Dam including Fellows Dike. Consultant will also prepare a utilities and service system section qualitatively evaluating the construction of Package A and Package B of Guadalupe Dam. The sections will include the scope of analysis described in Subtask 3.4.3.P and will include an analysis of water supply during the construction of Package A and Package B of each Dam and post-construction.

o. Consultant will prepare a new cumulative impact chapter and other CEQA requirements analysis section qualitatively evaluating the construction of Package A and Package B of Calero Dam including Fellows Dike. Consultant will also prepare a cumulative impacts chapter and other CEQA requirements analysis qualitatively evaluating the construction of Package A and Package B of Guadalupe Dam. The chapters will include the scope of analysis described in Subtask 3.4.3.Q.1 through 3.4.3.Q.3 above.

p. Consultant will prepare a new alternatives chapter evaluating a reasonable range of alternatives for the CDSRP and will prepare an alternative chapter evaluating a reasonable range of alternatives for the GDSRP. The chapters will include the scope of analysis described in Subtask 3.4.3.R above.

Subtask 3.4.4 - Prepare Draft EIR (REVISED)

Based on Valley Water comments provided to Consultant on the ADEIR, Consultant will revise the Administrative Draft EIR and issue a second draft ADEIR. The Consultant will respond to comments on the second ADEIR and the resulting document/s will be the Public Draft (DEIRs). Valley Water will be provided screen check copies of the Draft EIRs to ensure that comments have been incorporated prior to printing.

Subtask 3.4.4 - Assumptions

1. Valley Water will provide one consolidated set of ADEIR comments for each resource topic area section, with conflicting comments reconciled prior to submitting to the Consultant. Consolidated comments on each resource topic area section will be provided in electronic format.

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2. One Valley Water conference call for each DEIR to review Valley Water planning and legal comments. It is assumed that any additional conference calls to review comments will be covered in the biweekly progress meetings.

Subtask 3.4.4 - Deliverables

1. Second ADEIRs (electronic copy) incorporating comments on the first ADEIRs (one set for Calero Dam including Fellows Dike and one set for Guadalupe Dam).
2. Screencheck Draft EIRs (electronic copy) incorporating comments on the second ADEIRs (one set for Calero Dam including Fellows Dike and one set for Guadalupe Dam).
3. Up to 10 hard copies of the Public Draft EIRs incorporating comments on the Screencheck Draft EIRs. Electronic copies will be submitted via Sharepoint or another file transfer system and will include one print-ready pdf of all chapters and all appendices and individual pdfs of chapters and appendices, suitable for downloading from Valley Water's website(one set for Calero Dam including Fellows Dike and one set for Guadalupe Dam).

Subtask 3.5 - CEQA Public Noticing and Participation Requirements (REVISED)

This task identifies the steps required for release and public review of the Draft Environmental Impact Report.

Subtask 3.5.1 - Prepare Information for Valley Water Website and Filing Draft EIR with the State Clearinghouse (REVISED)

Consultant will prepare a Notice of Availability (NOA) for each dam for public mailing and posting on Valley Water's website. The NOAs will be developed in compliance with CEQA Guidelines Sections 15087 and 15105.

The Consultant will send the NOAs to the County of Santa Clara Clerk/Recorder for recording and all responsible and trustee agencies, and the State Clearinghouse. The NOAs will be mailed to the public by Valley Water. Valley Water will publish the NOA in a newspaper of general circulation consistent with Valley Water public outreach procedures.

Subtask 3.5.1 - Assumptions

1. Valley Water will prepare and pay for newspaper advertisements.
2. Valley Water will distribute materials except as noted above.

Subtask 3.5.1 - Deliverables

2. Draft and Final NOA or publication on Valley Water website and State Clearinghouse filing (one set for Calero Dam including Fellows Dike and one set for Guadalupe Dam).

Subtask 3.5.2 - Prepare Notice of Completion for Filing with State Clearinghouse

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(REVISED)

In coordination with Valley Water, Consultant will prepare the Notice of Completion (NOC) that contains a brief Project description and location, address where the Draft EIR is available for public review, and the dates of the review period. The Consultant will submit the NOC to the State Clearinghouse, along with the NOA prepared under this Task to start the 45-day (or longer) public review period in compliance with CEQA Guidelines Section 15085.

Subtask 3.5.2 - Deliverables

1. Draft and Final NOC for Calero Dam (including Fellows Dike) and Guadalupe Dam
2. State Clearinghouse electronic filing materials for Calero Dam (including Fellows Dike) and Guadalupe Dam

Subtask 3.5.3 - Prepare for and Attend Public Hearing (REVISED)

During the public comment period Consultant will support Valley Water in preparing for public meetings or hearings for Valley Water Board of Directors. Consultant will assist Valley Water in presenting the Project, describe the CEQA process, and answer questions on the EIR from the Board of Directors and public. Consultant will record notes during the public meetings and hearings. As part of this task, Consultant will prepare meeting notices / announcements, public hearing and meeting displays, handouts, and presentations in coordination with Valley Water. Consultant will record written public comments during these hearings and meetings.

Subtask 3.5.3 - Assumptions

1. One public meeting will be held for each dam EIR at a community facility near each project location. Valley Water will handle arrangements for the meeting rooms and will facilitate the meetings and present the Project.
2. Valley Water will provide service to capture public comments.
3. Consultant will respond only to written comments submitted on the EIRs by mail or on comment cards at the meetings, or notes captured by Valley Water.
4. Consultant will maximize use of master responses and will provide up to 400 hours of support for preparing draft responses to comments for the CDSRP and up to 400 hours of support for preparing draft responses to comments for the GDSRP.

Subtask 3.5.3 - Deliverables

1. Public Hearing Display Material (up to 4 presentation boards for each dam) (one set for Calero Dam including Fellows Dike and one set for Guadalupe Dam)
2. Agenda(s) (one for Calero Dam including Fellows Dike and one for Guadalupe Dam)

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3. Handouts (one for Calero Dam including Fellows Dike and one for Guadalupe Dam)
4. Public comment cards (paper)
5. Meeting Notes (one for Calero Dam including Fellows Dike and one for Guadalupe Dam)

Subtask 3.5.4 - Respond to Public Comments (REVISED)

After the close of the public comment period on the Draft EIRs, Consultant will review comment letters provided by Valley Water and will prepare a numbered matrix of all public comments received. Consultant will assess whether they can address certain comments with "Master Responses." For comments that require individual responses, Consultant will prepare those as appropriate. Based on Valley Water comments, Consultant will revise the response to comments. Two rounds of revisions will be provided to develop a Final Response to Comments. The Final Response to Comments Report will be included in the Final EIRs in Subtask 3.6.1.

Subtask 3.5.4 - Assumptions

1. Up to five conference calls for each dam EIR to discuss comment matrix, strategy, and responses to comments.

Subtask 3.5.4 - Deliverables

1. First Draft Responses to Comments (one for Calero Dam including Fellows Dike and one for Guadalupe Dam).
2. Second Draft Response to Comments (one for Calero Dam including Fellows Dike and one for Guadalupe Dam)
3. Final Response to Comments (one for Calero Dam including Fellows Dike and one for Guadalupe Dam)

Subtask 3.6 - Prepare Final Environmental Impact Report (REVISED)

Following completion of the public review process for the Draft EIR, the Final EIR will be completed by Consultant.

Subtask 3.6.1 - Prepare Final EIR (REVISED)

Based on public comments and the Final Response to Comments in Subtask 3.5.4, Consultant will prepare the Administrative Final EIR (AFEIR), incorporating public comments, responses to comments and content of the Draft EIR. The Administrative Final EIRs (AFEIR) for each dam will include copies of the comment letters received on the Public Draft EIR, a specific response to each comment (from revised (after Valley Water comments) Response to Comments Report), and underline (additions) and strikeout (deletions) edits to the Draft EIR text as a result of public comments or other changes initiated by Valley Water as the lead agency.

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The AFEIRs will also include the Mitigation, Monitoring, and Reporting Program (MMRP). Consultant will prepare Draft MMRPs for each dam in compliance with CEQA Guidelines Section 15097 and Valley Water QEMS guidelines. The MMRPs will incorporate the mitigation measures proposed in the Draft EIRs with information including, but not limited to responsibility for performing the measures, standards of performance, and the entity responsible for ensuring the mitigation is carried out as specified.

Consultant will complete the Final EIRs based on comments received from Valley Water on the Screencheck Final EIRs. Preparation of the Final EIRs is assumed primarily related to document layout, format, and final editing.

An electronic copy of the Final EIR will be provided by the Consultant to any public agency that submitted comments on the Public Draft EIRs and per CEQA Guidelines Section 15089(b), the Final EIR will be distributed to commenting agencies at least ten days prior to certification of the Final EIR.

Subtask 3.6.1 - Assumptions

1. One meeting at Valley Water's office or conference call for each AFEIR to review Valley Water comments. Valley Water will provide a set of consolidated comments on the Draft Response to Comments Reports with any discrepancies resolved.
2. Substantive quantitative reanalysis to respond to Draft EIR comments and changes to the Project Description that require EIR updates between Draft and Final versions will not occur in order to maintain the schedule or if required, may be performed under to Task 6, Supplemental Services.

Subtask 3.6.1 - Deliverables

1. First AFEIRs with MMRPs (electronic copy) (one set for Calero Dam including Fellows Dike and one set for Guadalupe Dam)
2. Second AFEIRs with MMRPs (electronic copy) incorporating comments on the first AFEIR (one set for Calero Dam including Fellows Dike and one set for Guadalupe Dam)
3. Screencheck Final EIRs and MMRPs (electronic copy) incorporating comments on the second AFEIR (one set for Calero Dam including Fellows Dike and one set for Guadalupe Dam)
4. Final EIRs (up to 10 hard copies) incorporating comments on the Screencheck Final EIRs (one set for Calero Dam including Fellows Dike and one set for Guadalupe Dam). Consultant will also produce one-print ready PDF of all chapters, responses to comments, and appendices and individual PDs of chapters, responses to comments, and appendices suitable for download from Valley Water's website.

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Subtask 3.6.2 - Prepare Findings and Statement of Overriding Considerations (UNCHANGED)

In coordination with Valley Water, Consultant will prepare draft Findings for each Project Component for each significant impact, and a Statement of Overriding Consideration for significant impacts found to be unavoidable, if applicable, for Valley Water's use in certifying the Final EIRs and approving the Project. The Statements of Overriding Considerations, if required, will express Valley Water's reasons for approving a Project that would have significant, unavoidable impacts on the environment. The Statement of Overriding Considerations will be based on supporting evidence in the administrative record. Consultant will prepare the findings in compliance with CEQA Guidelines Section 21081 and 21081.5. Following review and comment of the draft Findings, Consultant will finalize the Findings for adoption.

Subtask 3.6.2 - Deliverable

1. Draft and Final Findings and Statement of Overriding Considerations. (one for Calero Dam including Fellows Dike and one for Guadalupe Dam)

Subtask 3.6.3 - Prepare Notice of Determination (NOD) (UNCHANGED)

Consultant will prepare draft Notices of Determination for Valley Water review and filing once the Project has been approved by Valley Water Board of Directors. Within 5 days of Project approval, Consultant will file the Notice of Determination with the County of Santa Clara Clerk-Recorder's Office and State Clearinghouse and will mail it to anyone who requested a copy of the notice.

Subtask 3.6.3 - Deliverable

1. Draft and Final Notice of Determination (one for Calero Dam including Fellows Dike and one set for Guadalupe Dam) (electronic)

Subtask 3.6.4 - Assist with Public Hearing and Certification of EIR (UNCHANGED)

Consultant will provide support to Valley Water for the public meeting(s) or hearing(s) where Valley Water Board of Directors considers the EIR for approval. Consultant (as needed) will attend the Board's meeting, as requested. Consultant will record notes of public comments during the meeting and provide those comments to Valley Water.

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Subtask 3.6.4 - Assumptions

1. Two hearings (one for Calero Dam including Fellows Dike and one for Guadalupe Dam) to be held at Valley Water's boardroom. Valley Water will present Project to the Board.

2. No official transcription will be provided. Notes from the public meeting will be prepared for Valley Water's review. Copies of all comments received in writing will be provided to the Consultant by Valley Water.

Subtask 3.6.4 - Deliverables

1. Public Hearing Displays, Handouts (one for Calero Dam including Fellows Dike and one for Guadalupe Dam)
2. Meeting notes from public meeting (hearing) (one for Calero Dam including Fellows Dike and one for Guadalupe Dam)

Subtask 3.6.5 – Prepare the Administrative Record for the Final EIRs (NEW)

Consultant will prepare the administrative record of all in text citations/references cited in the Final EIR for Calero and the Final EIR for Guadalupe. The consultant will compile and save pdfs or native files if data is not suitable to be converted to pdf (e.g., excel file) of each reference cited in each Final EIR Chapter and Appendix for Calero and Guadalupe. The pdf or native files will be organized in folders aligned to the structure of the Final EIR. The consultant will prepare an excel file index for each Final EIR of all in text citations/references identifying the following information: the text citation, document date, full reference found in the EIR, EIR location, confirmation that the pdf or native file is saved in the appropriate folder. If in text citations/references are referenced more than once in different parts of the Final EIR the consultant will enter the appropriate information into the excel index and save the pdf or native file to the respective folders.

Subtask 3.6.5 - Assumptions

1. The record will be compiled throughout the preparation of the EIR, but will only be provided for the in text citations/references found in the Final EIR.
2. The excel file index and record will be provided after the Findings and Statement of Overriding Considerations.
3. Valley Water will be responsible for records that are not in text citations/references that may be considered part of the project's administrative record.

Subtask 3.6.5 - Deliverables

1. Draft Excel File Index and record for Calero and for Gudalupe (electronic and uploaded to Valley Waters sharepoint site)

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2. Final Excel File Index and record for Calero and for Guadalupe (electronic and uploaded to Valley Water's sharepoint site)

Subtask 3.7 - Support Regulatory Permitting

The purpose of this task is for Consultant to produce permit applications, environmental documents and other supporting material needed for Project implementation. Valley Water will take the lead in negotiations with regulatory agency staff. Consultant will provide support with negotiations as noted below.

Subtask 3.7.1 - Assist with Initial Regulatory Agency Consultation

Under the direction of Valley Water, Consultant will plan and participate in initial consultation(s) with regulatory agency personnel. Consultant will be responsible for keeping detailed notes of meeting(s).

Subtask 3.7.1 - Assumptions

1. Up to three pre-application consultation meetings (e.g., RWQCB, USACE, and CDFW) and six post application consultation meetings (two with each of the three resource agencies listed above) with regulatory agency personnel.

Subtask 3.7.1 - Deliverables

1. Initial Consultation Meeting Agenda and Notes (one for Calero Dam including Fellows Dike and one for Guadalupe Dam)

Subtask 3.7.2 - Prepare Draft Permit Applications

In consultation with Valley Water, the Consultant will prepare draft permit applications for compliance with applicable regulations for the following agencies: United States Army Corp of Engineers (USACE), USFWS, NMFS, San Francisco Bay Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), and Valley Habitat Plan Implementing Entity.

For each application, Consultant will first prepare a draft version of the application for review by Valley Water. Based on Valley Water comments, Consultant will revise the draft applications. Consultant will finalize the applications for submittal to the regulatory and local agencies. The Draft Permit Applications are listed below:

1. **Clean Water Act Section 404.** Consultant will assemble a CWA Section 404 application package that includes Eng. Form 4345, a project description, a summary of previous environmental studies, an assessment of impacts to 404-jurisdictional habitats, and discussion of mitigation for impacts to waters of the U.S. Although the extent of impacts to 404-jurisdictional areas is not yet known, for the sake of this proposal, we have assumed that an Individual Permit may be necessary due to the potential extent of project impacts. The key component of an Individual Permit is an

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Alternatives Analysis. Consultant will prepare Alternatives Analysis in consultation with the project team, pursuant to the Environmental Protection Agency's (EPA's) Section 404(b)(1) Guidelines (40 CFR 230). The Alternatives Analysis also will be consistent with the alternatives analysis included in CEQA and NEPA documentation for each Project component.

During the preparation of the Alternatives Analysis, the project team will provide the Consultant with drawings for at least two or three on-site alternatives that were considered and rejected, along with details regarding why any alternatives having less impact to waters of the U.S. than the proposed project are impracticable. This information will include detailed descriptions of each alternative, cost estimates, and impact areas (from which the Consultant will calculate impacts to waters of the U.S.). The Consultant will coordinate with the project team regarding the materials that will need to be prepared but will rely on the project's designers and engineers for information on why the project cannot practicably reduce impacts on waters of the U.S., to document that the proposed project is the Least Environmentally Damaging Practicable Alternative (LEDPA).

The basic outline to be followed includes:

i. Describe the need for the Alternatives Analysis document;
ii. Describe the location, situation etc.;
iii. Describe the need for the project;
iv. State the project purposes (basic and overall);
v. Develop criteria which relate the 404(b)(1) Guidelines, which the project must meet and on which alternatives can be evaluated;
vi. Describe alternatives (off-site and on-site);
vii. Compare alternatives in terms of the evaluation criteria;
viii. Demonstrate that the preferred alternative complies with the 404(b)(1) Guidelines and is the least environmentally damaging practicable alternative by showing that it meets all criteria while others fail, or meet to a lesser degree; and
ix. Support document with appropriate data, drawings and or tables.

This task includes assisting USACE staff as needed in preparing the Public Notice for the project and preparing any response to comments on the Public Notice.

In the event that project impacts meet the criteria for use of a Nationwide Permit rather than an Individual Permit, the Consultant will prepare the materials necessary for a Nationwide Permit notification, consisting of all the components referenced above except for a detailed Alternatives Analysis.

The Consultant will submit a first-review administrative draft USACE permit application package to the Project team for review and comment.

Section 106 Compliance. A Section 106 complaint cultural resource technical document, as required by USACE in their 404 permitting process, is included in Subtask 3.2. In support of the 404 permit applications, Consultant will support

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consultation with the State Historic Preservation Office (SHPO) and prepare a Memorandum of Agreement (MOA) prior to completion of the Section 106 process and issuance of the 404 permit per USACE and the State Historic Preservation Office (SHPO) requirements. It is anticipated that a Treatment Plan for the affected structures at Fellows Dike would be required prior to construction, but not necessary for 404 permit issuance. If required by the USACE for permit issuance, Consultant will prepare a Treatment Plan if authorized as a Supplemental Service.

2. **USFWS Biological Assessment (NEW)**. Consultant will prepare a Biological Assessment that can be used by the USACE for Section 7 consultation during Section 404 permitting. The Biological Assessment will discuss the effects of Valley Habitat Plan-covered activities briefly, because incidental take authorization for those activities will be provided by the Valley Habitat Plan. Effects of non-Valley Habitat Plan covered activities will be discussed in greater detail.

3. **NMFS Biological Assessment**. In consultation with Valley Water, Consultant will prepare for Valley Water review the draft and final Biological Assessment (BA), as appropriate, for each dam to facilitate the USACE's formal Section 7 consultation with NMFS regarding potential Project impacts to listed fish species and critical habitat regulated by NMFS.

   During or prior to preparation of the BAs, Consultant will participate in meetings between Valley Water and NMFS in order to review potential impacts of Project, related issues, avoidance and minimization measures, conservation measures and potential Project benefits to listed fish.

   Substantial existing information is available regarding the fisheries habitat associated with Calero and Guadalupe Creeks downstream of the two dams. The Consultant will utilize existing fisheries information to address the potential for Valley Water's Project to result in "take" of the Central California Coast Steelhead DPS in Alamitos, Calero, and Guadalupe Creeks, as well as adverse modification of their habitat, as well as adverse effects on Essential Fish Habitat (EFH), as defined by Section 9 of the federal Endangered Species Act (ESA) and the EFH provisions of the Magnuson-Stevens Act.

   Consultant will include the following in the BAs:

   - Detailed analysis of direct, indirect, and cumulative effects of actions affecting waters of the United States, associated listed species, critical habitat, and selected Essential Fish Habitat (EFH) species (as applicable).

   - Review of downstream water release alternatives.

   - Identification of the potential for "take" of the Central California Coast Steelhead DPS, adverse modification of critical habitat, and adverse effects to EFH (as applicable), and avoidance and minimization measures.

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- Where appropriate, identification of additional actions that would assist in species conservation and are tied to tasks identified in recovery plans.

- Description of monitoring and reporting programs.

- Potential Project effects on the listed species, considering intensity, duration, frequency, and severity of actions.

4. **San Francisco Bay Regional Water Quality Control Board.** The RWQCB will take jurisdiction over the same aquatic features that are regulated by the USACE, and may also claim as waters of the state areas up to the top of bank along streams, as well as any riparian trees or shrubs that are rooted below top of bank. Consultant will prepare a CWA Section 401 water quality certification/waste discharge requirement application to submit to RWQCB. The complete permit package includes much of the same information that is submitted to the USACE as described above, but will also include Form R2C502-E and several additional materials. The submittal will include all copies of the CEQA documents, applicable correspondence with USACE and RWQCB staff, the EPA Section 404(b)(1) Guidelines Alternative Analysis, an impact assessment, and project drawings. In addition, the RWQCB requires a processing fee for handling the application, to be paid by Valley Water.

   Consultant will submit a first-review administrative draft RWQCB permit package to the project team for review and comment. Consultant will respond to comments received on the draft application and generate a final permit application package for submittal to RWQCB. As part of this task, Consultant staff will attend meetings with the project team and RWQCB staff to discuss the project.

5. **California Department of Fish and Wildlife Lake/Streambed Alteration Agreement.** The Project will require approval from CDFW pursuant to Fish and Game Code Section 1602 (Lake or Streambed Alteration Agreement [LSAA]). Consultant will prepare the following items to support acquisition of a LSAA for each Project Component (One for Calero Dam including Fellow's Dike and one for Guadalupe Dam):

   CDFW will claim jurisdiction over all activities within Calero and Guadalupe Reservoirs, along creeks both upstream from these reservoirs and downstream from the dams, and in any associated riparian habitat. Consultant will prepare permit materials in support of a 1602 Lake and Streambed Alteration Agreement (LSAA) for submittal to the CDFW to authorize impacts to waters of the State and riparian habitats regulated by CDFW under Section 1602 of the California Fish and Game Code. Application materials include Form FG 2023, Lake and Streambed Alteration Program Project Questionnaire, all copies of environmental documentation, applicable correspondence with USACE, RWQCB, and other agency staff, an impact assessment, and project drawings. In addition, CDFW requires a processing fee for handling applications, to be paid by Valley Water.

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Consultant will submit a first-review, administrative draft CDFW permit package to the project team for review and comment. Consultant will respond to comments received on the draft application and generate a final application package for submittal to CDFW through its Environmental Permit Information Management System (EPIMS). As part of this task, Consultant staff will attend meetings with the project team and CDFW staff to discuss the project.

6. **Eagle Incidental Take Permitting.** Based on the presence of a bald eagle nest within the CDSRP area and the possibility that golden eagles nest within 1 mile of the CDSRP area, it is expected that permits from both the USFWS (under the Bald and Golden Eagle Protection Act) and CDFW (under the Fish and Game Code) will be necessary for the CDSRP. Consultant will prepare applications for each permit, and meet/coordinate with the USFWS and CDFW as necessary. Although it is not yet known whether eagle take permits will be needed for the GDSRP, this task includes preparation of applications for the same permits, and coordination with the USFWS and CDFW as necessary, for the GDSRP if eagle surveys determine that such permits are necessary.

7. **Santa Clara Valley Habitat Conservation Plan Application.** Consultant anticipates that Incidental Take Permits issued by USFWS and CDFW under the Valley Habitat Plan will be available for use by the Project in accordance with the Federal Endangered Species Act (FESA) and California Endangered Species Act (CESA). The Valley Habitat Plan requires submittal of project-specific documentation to the Implementing Entity. The process for review and approval of the documentation has not yet been established and may be subject to change.

   Consultant will use Valley Water's existing documentation of resources, and the habitat level studies scoped under Task 3.2, to evaluate potential impacts to biological resources within the Project area and vicinity to satisfy the Valley Habitat Plan species-specific survey. The conditions for the following biological resources will be addressed as appropriate:

   - California red-legged frog, foothill yellow-legged frog, and western pond turtle
   - Contra Costa goldfields
   - Serpentine-endemic rare plants
   - Bay checkerspot butterfly habitat
   - Blue and valley oaks
   - Western Burrowing Owl
   - Tricolored Blackbird

   Consultant will prepare the following items in support of the Valley Habitat Plan Implementation Applications. One package will be prepared for each Project Component (One for Calero Dam including Fellow's Dike and one for Guadalupe Dam):

   1) Cover Letter.

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2) Reservoir-Specific Dewatering Plan.

3) Habitat Plan Application Package. The Habitat Plan Application Package will include the following information as specified in the Valley Habitat Plan:

   (a) A description of the Project and a map showing the location;

   (b) Documentation of existing land cover types in the Project area from Valley Water-provided information;

   (c) A map of wetlands and other waters in the Project area;

   (d) Results of species surveys previously conducted within the proposed Project region; and

   (e) Documentation of additional avoidance and minimization measures that will be implemented.

Subtask 3.7.2 - Assumptions

1. USACE

a. Consultant-prepared maps and drawings will meet USACE standards. Preparation of the list of adjacent property owners for the permit application will require assistance from Valley Water (via Valley Water's communication lists for the project).

b. For the Alternatives Analysis, the project team (Valley Water or the engineering consultant) will provide drawings for at least two or three on-site alternatives that were considered and rejected, and details regarding why any alternatives having less impact to waters of the U.S. than the proposed project are impracticable.

c. Project design changes following finalization of the HMMP may require revisions to the HMMP. If so, such revisions may be conducted under Supplemental Services.

d. Mitigation design plans and specifications are not included in the Consultant scope of work and may be conducted under Supplemental Services.

e. The project design/description will be stable, with respect to impacts on waters of the U.S., as compared to the delineation conducted as part of Task 3.2; if the project design changes so that impacts to waters of the U.S. would change substantially, additional work would be conducted under Task 6, Supplemental Services.

f. The USACE will verify the preliminary jurisdictional determination based on

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the delineation conducted as part of Task 3.2. Typically, this is adequate for most projects evaluated by the USACE. If not adequate, preparation of additional materials required for an approved determination may be conducted under Task 6, Supplemental Services.

g. Field delineations for waters and wetlands for upstream water storage opportunities or downstream water release locations are not included. However, Fellows Dike area is included.

h. For permitting purposes, a Treatment Plan for Historic Resources at Fellow's Dike is not required for Section 106 compliance. A Treatment Plan may be required prior to construction and may be prepared during final design.

i. Task will include permits for one round of geotechnical investigations, which assumes the need for permits from CDFW (1600 LSAA) and Valley Habitat Plan.

2. USFWS

a. Even though the CDSRP and GDSRP are considered covered activities under the Valley Habitat Plan, a Biological Assessment will need to be prepared for each project to facilitate Federal Endangered Species Act Section 7 consultation between the USACE and USFWS during CWA Section 404 permitting. For project activities that are Valley Habitat Plan-covered, this Biological Assessment can be abbreviated, briefly describing the project and its effects on Valley Habitat Plan-covered species. However, it is possible that some effects of project activities on federally listed species may not be covered by the Valley Habitat Plan, either because they exceed the Valley Habitat Plan's assumptions regarding project impacts (e.g., regarding releases from the dam or duration of dewatering) or because the project impacts species that are not covered by the Valley Habitat Plan. This task assumes that some description of project impacts that are not covered by the Valley Habitat Plan will be necessary, in addition to describing Valley Habitat Plan-covered impacts.

3. NMFS

a. Attendance by Consultant at 1 in person and 5 virtual meetings (6 meetings total) for NMFS/USFWS consultation.

b. Previously prepared documents either draft EIRs, the FAHCE EIR, and updated steelhead rearing studies will provide most of the background information for the setting sections.

c. All internal review cycles are assumed to have a single set of non-conflicting comments from Valley Water staff and Valley Water legal team.

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d. All NMFS review cycles are assumed to have a single set of non-conflicting comments from NMFS.

e. Response to comments will be provided in table form with clear direction from Valley Water and/or Consultant on comments that fisheries subconsultant is responsible for addressing.

f. The Consultant will provide response to comments and document revisions up to the time and materials not to exceed budget. Permitting and planning labor requested beyond the budget labor will require a budget amendment, particularly if the number of comments and technical complexity far exceeds the expectations (e.g., require in-depth quantitative analysis/modeling) of this scope and budget or the Proposed Action in the BE and/or the Project Description in the EIR are modified in a way that substantially changes the level of effects/impacts to fisheries resources and water quality.

g. Scope does not include preparation of technical appendices. If technical analysis are needed in appendix form, an amendment to the scope/budget will be required.

h. Sensitive species are assumed to be included in the EIRs and will be the same set of species as included in the FAHCE EIRs. Non-native, recreational fish are not assumed to be included in this scope of work.

4. RWQCB

a. The Alternatives Analysis prepared for the USACE's 404 application will be sufficient for the RWQCB's alternatives analysis requirements. If the RWQCB requires substantial additional information regarding alternatives considered but rejected, beyond that included in the 404(b)(1) Alternatives Analysis, additional work would be conducted under Task 6, Supplemental Services.

b. The preliminary jurisdictional delineation in Task 3.2 will identify waters of the state and the HMMP prepared for the USACE will contain elements required by the state and will be sufficient for the RWQCB review.

c. The project design/description will be stable, with respect to impacts on waters of the state, once the Consultant begins preparing the permit application; if the project design changes so that impacts to waters of the state would change substantially, additional work would be conducted under Task 6, Supplemental Services.

d. Sediment and water quality data sufficient for RWQCB review and approval is available and will be provided by Valley Water.

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5. CDFW

a. The HMMP prepared for the USACE will be prepared with enough content and detail to be sufficient for the CDFW review.

b. The Jurisdictional Delineation submitted to the USACE will be acceptable to CDFW for waters of the state.

c. The project design/description will be stable, with respect to impacts on CDFW-regulated habitats, once the Consultant begins preparing the permit application; if the project design changes so that impacts to CDFW-regulated habitats will change substantially, additional materials would be developed under Task 6, Supplemental Services.

6. Valley Habitat Plan Implementing Entity

a. Where Valley Water is unable to supply data to meet the species-specific surveys, additional surveys may need to be performed under Task 6, Supplemental Services.

b. USACE consultation with USFWS for Section 7 and/or additional agency review as required by the Valley Habitat Plan will be limited to USFWS review of the Habitat Plan Application Package and the Reservoir-Specific Dewatering Plan. No additional documents will be prepared.

c. All permit processing fees for the applications will be paid by Valley Water.

Subtask 3.7.2 - Deliverables

1. Initial Draft Permit Applications for each agency referenced in this Subtask 3.7.2. (one for Calero Dam including Fellows Dike and one for Guadalupe Dam). Draft Permit Applications include:

   a. USACE Section 404 Nationwide Permit Pre-construction Notification or Individual Permit Application and the following supporting materials:

      i. Section 404(b)(1) Alternatives Analysis and Environmental Assessment

      ii. Jurisdictional Delineation

      iii. Cultural Resources Investigation for Section 106 Compliance

   b. USFWS Biological Assessment

   c. NMFS Biological Assessments

      - Two Draft BEs (one for CDSRP and one for GDSRP) that incorporate Notice of Preparation Comments within the EIR analysis and development of a post-construction flow analysis.

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- Two supplemental BEs (one for CDSRP and one for GDSRP) if there are design or project updates that substantially change the effects to steelhead.

d. San Francisco Bay RWQCB 401 Certification Application

i. The submittal will include all copies of the California Environmental Quality Act (CEQA) documents, applicable correspondence with USACE and RWQCB staff, the EPA Section 404(b)(1) Guidelines Alternative Analysis, an impact assessment, and project drawings.

e. CDFW LSAA Notification

f. Bald and Golden Eagle Protection Act Permit Application and Fish and Game Code Incidental Take Permit application

g. Valley Habitat Plan Implementation Application

2. Final Draft Permit Applications for each agency referenced in this Subtask 3.7.2 (one for Calero Dam including Fellows Dike and one for Guadalupe Dam) incorporating Valley Water comments.

Subtask 3.7.3 - Prepare Habitat Mitigation and Monitoring Plan

Consultant will prepare a Draft Habitat Mitigation and Monitoring Plan (HMMP) separate from, but consistent with, the MMRP developed as part of the CEQA process. The final HMMP will be in the form of a report detailing mitigation plans, which will be sent to the resource agencies with (or during agency processing of) the permit applications finalized in Subtask 3.7.5.

In the HMMP, the Consultant will identify measures that will be implemented to mitigate temporary and permanent impacts to biological resources resulting from the activities of the proposed Project. This will utilize, as needed, any Fish Rescue and Relocation Plan for each reservoir, and, Flow Maintenance Plan for each reservoir. These plans will be developed as needed, by the Consultant depending on the Staff- Recommended alternative/s. In the HMMP, the Consultant will identify timelines for the implementation of other wetland, waters, and fisheries mitigation defined in the CEQA document, responsible parties, reporting procedures, and other logistics, the frequency of occurrence, and performance standards, as necessary.

Consultant will develop a Final HMMP based on Valley Water comments on the Draft plan (one-round of comments).

Subtask 3.7.3 - Assumptions

1. The HMMP will summarize proposed wetlands, waters, and fisheries mitigation developed in the permitting tasks (Subtask 3.7.1 and 3.7.2). The HMMP will mitigate impacts to Waters of the State, as defined by the RWQCB, and waters

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of the U.S., as defined by USACE. This task will not include the development of additional mitigation design drawings or specifications.

2. Mitigation for upland species/habitats regulated by CDFW and USFWS would occur through the payment of Valley Habitat Plan impact fees, and a detailed plan is not required for these species/habitats.

3. This task will not include technical studies and designs for soils handling, restoration hydrology, and engineering, if they are found to be necessary

Subtask 3.7.3 - Deliverable

1. Draft and Final Habitat Mitigation and Monitoring Plan (HMMP) (one for Calero Dam including Fellows Dike and one for Guadalupe Dam)

Subtask 3.7.4 - Prepare Final Permit Applications

Based on the comments received from Valley Water, Consultant will prepare the final permit applications for the Project, which Valley Water will distribute, as appropriate. Consultant will submit, in one package, all technical information that went into the biological assessment and permit applications. This may include, but not be limited to, GIS files, vegetation or wildlife survey results, cultural, and resource data.

Subtask 3.7.4 - Deliverable

1. Final Permit Applications (one for Calero Dam including Fellows Dike and one for Guadalupe Dam)

Subtask 3.7.5 - Provide Support during Permit Negotiation

Consultant will provide support to Valley Water during permit negotiations. This support may take the form of strategizing with Valley Water, preparing handouts and/or displays, attending meetings to answer questions and/or give short presentations. At Valley Water discretion, Consultant may be responsible for preparing meeting notes to document meeting discussions and outcomes.

Subtask 3.7.5 - Assumption

1. Six (6), four-hour joint agency meetings held remotely or in Santa Rosa, Sacramento, San Francisco, or Valley Water Offices.

Subtask 3.7.5 - Deliverables

1. Negotiation meeting(s) material and displays (one for Calero Dam including Fellows Dike and one for Guadalupe Dam)
2. Attendance at negotiation meeting(s) (one for Calero Dam including Fellows Dike and one for Guadalupe Dam)

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3. Meeting Notes (one for Calero Dam including Fellows Dike and one for Guadalupe Dam)

Subtask 3.7.6 - Prepare Habitat Revegetation and Tree Replacement Plan

Consultant will prepare a Draft Habitat Revegetation and Tree Replacement Plan describing how areas disturbed by construction will be revegetated and how/where tree replacement for trees impacted by each project will occur. Consultant will first prepare a high-level concept for use in the EIR project description and analysis, followed by more detailed plans to accompany permit applications and to be used during coordination with the County. The Plan will describe methods and a plant palette for revegetating various areas disturbed by each project that can be restored to natural habitats following project completion, as well as methods and tree species that can be planted to replace trees removed by each project. Consultant will develop a Final Habitat Revegetation and Tree Replacement Plan based on Valley Water comments on the Draft plan (one-round of comments).

Subtask 3.7.3 - Assumptions

1. This task includes development of conceptual plans and drawings, not detailed design drawings or specifications.

2. Valley Water is exempt from compliance with County and City tree ordinances under Government Code Sections 53091(d) or (e). Nevertheless, recognizing the importance to the City and County of protected trees, Valley Water will voluntarily comply with County (including Santa Clara County Parks) and City tree ordinances, including submittal of tree removal permits and mitigation via the planting of replacement trees, if desired by the City and/or County. This scope assumes Valley Water or its construction contractor(s) would be responsible for obtaining such tree removal permits, if required. The Consultant will prepare a tree and vegetation restoration plan for the City or County.

Subtask 3.7.3 - Deliverable

1. Draft and Final Habitat Revegetation and Tree Replacement Plan (one for Calero Dam including Fellows Dike and one for Guadalupe Dam).

Task 3.8 – NEPA Support Services

Consultant will prepare National Environmental Policy Act (NEPA) documentation to support acquisition of USACE CWA Section 404 Individual Permits for both the Calero and Guadalupe seismic retrofits. This scope assumes USACE will act as the lead federal agency under NEPA and Consultant will work under the direction of USACE to prepare Environmental Assessments (EAs) and associated documentation to comply with NEPA. Consultant will coordinate regularly with USACE as needed. The EA will be prepared in accordance with applicable NEPA requirements and USACE NEPA Guidance at the

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time of document preparation. The EA also will consider public comments on the public notice issued by USACE for the CWA Section 404 Individual Permit.

The EAs will evaluate the scope of the federal action - the USACE CWA Section 404 permit – including construction activities within waters of the U.S. and changes in operation of Calero and Guadalupe Reservoirs. The EA will evaluate the preferred alternative (i.e., the proposed project), the No Action Alternative, and an additional action alternative (three total alternatives) at an equal level of detail; and will identify other alternatives considered and dismissed, as agreed upon with USACE. The alternatives presented to USACE will be consistent with the alternatives analysis in the Draft EIR and developed for compliance with CWA Section 404(b)(1).

Since EAs are limited to 75 pages, the EA contents will focus on describing the alternatives, summarizing the conclusions of each resource evaluation required by USACE for NEPA, and providing other information required in EAs by USACE. Additional information on alternatives and technical analysis supporting the conclusions in the resource evaluations will be provided in appendices to the EA. Consultant will efficiently prepare the EA and supporting analysis contained in appendices using the Draft EIR text prepared in Task 3.4. Consultant also will expand upon analysis of the No Action Alternative and other action alternative (i.e., not the proposed project) in the Draft EIR, as needed to provide an equal level of detail in the EA. Additionally, Consultant will conduct a socioeconomic analysis as required.

Consultant will first prepare an Administrative Draft EA (ADEA) under the direction of USACE and then provide a second ADEA, including all appendices, to Valley Water for review and comment. Consultant will then finalize the Draft EA under USACE direction for a 30-day public review and comment period. Consultant will then prepare an Administrative Final EA (AFEA) including response to substantive comments under the direction of USACE and then provide a second AFEA, including all appendices, to Valley Water for review and comment. Consultant will then finalize the Final EA under USACE direction. Consultant also will prepare the Finding of No Significant Impact (FONSI) if requested by USACE.

Subtask 3.8 – Assumptions

1. Alternatives will be consistent with those evaluated in the Draft EIR and CWA Section 404(b)(1). Valley Water will provide additional information on the No Action Alternative and other action alternative (i.e., not the proposed project) if required for the EA.
2. No additional surveys, other field work, or operational modeling are anticipated to prepare the EA. If quantitative modeling of air quality, GHG, and noise and vibration of the other action alternative and No Action Alternative is required, this will be completed under Task 6.
3. An Environmental Justice analysis is not included in the scope.

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4. Environmental resources dismissed from further detailed evaluation in the Calero and Guadalupe EIRs (i.e., agriculture and forestry, mineral resources, and population and housing) will not be evaluated in detail in the EA.

5. Document review will consist of USACE review of two ADEAs, Valley Water review of the second ADEA, and USACE review of a Screencheck Draft EA.

6. Document review will consist of USACE review of two AFEAs, Valley Water review of the second AFEA, and USACE review of a Screencheck Draft FA.

7. Includes up to 150 hours of support to prepare responses to substantive comments on the Draft EA for the CDSRP and up to 150 hours of support to prepare responses to substantive comments on the GDSRP for the first AFEA.

Subtask 3.8 – Deliverables

1. First ADEAs (electronic copy) (one for Calero Dam including Fellows Dike and one for Guadalupe Dam).

2. Second ADEAs (electronic copy) incorporating comments on the first ADEAs (one for Calero Dam including Fellows Dike and one for Guadalupe Dam).

3. Screencheck Draft EAs (electronic copy) incorporating comments on the second ADEAs (one for Calero Dam including Fellows Dike and one for Guadalupe Dam).

4. Draft EAs (electronic copy) incorporating comments on the Screencheck Draft EAs (one for Calero Dam including Fellows Dike and one for Guadalupe Dam).

5. First ADFAs including responses to comments (electronic copy) (one for Calero Dam including Fellows Dike and one for Guadalupe Dam).

6. Second ADFAs including responses to comments (electronic copy) incorporating comments on the first AFEAs (one for Calero Dam including Fellows Dike and one for Guadalupe Dam).

7. Screencheck Final EAs including responses to comments (electronic copy) incorporating comments on the second AFEAs (one for Calero Dam including Fellows Dike and one for Guadalupe Dam).

8. Final EAs including responses to comments (electronic copy) incorporating comments on the Screencheck Final EAs (one for Calero Dam including Fellows Dike and one for Guadalupe Dam).

9. Draft FONSIs (one for Calero Dam including Fellows Dike and one for Guadalupe Dam).

10. Final FONSIs (one for Calero Dam including Fellows Dike and one for

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Guadalupe Dam).

TASK 4 - DEVELOP ON-SITE BORROW AND SPOIL REQUIREMENTS (COMPLETE)

The Planning Study Report will include an assessment of potential borrow and spoil disposal sites at Calero and Guadalupe dams. Consultant will identify on-site quarry/quarries and on-site spoil disposal/stockpile areas for both dams, starting during the planning phase to allow permits to be obtained commensurate with certification of the environmental documents.

1. Borrow Sites

The dam retrofit (buttressing) alternatives, as documented in the previously prepared Seismic Stability Evaluation reports, will require several hundred thousand cubic yards of material (borrow) that will need to meet certain density and gradation requirements. Preliminary quantity estimates indicate up to 225,000 cubic yards at Calero Dam and 135,000 cubic yards at Guadalupe Dam (subject to confirmation based on further engineering analysis) will be needed.

1. Spoil Disposal Sites

Downstream buttressing options will require removal of soils and weathered rock to suitable foundation material and will need to be spoiled on-site. In addition, inlet and outlet improvements including tunneling (or other) work will generate spoils that require disposal on or off-site.

The borrow and spoil evaluation will include the following subtasks with a goal of a two-step process that allows the results from Subtask 4.1 to inform the scope and direction of Subtask 4.2.

Subtask 4.1 - Conduct a Borrow and Spoil Siting and Suitability Study

1. To assess potential rock and general embankment fill borrow areas, the Consultant will perform the following Activities A through G, for Calero and Guadalupe Dam / Reservoirs:

    a. Evaluate the preliminary quantities and quality of borrow needed for the alternatives

    b. Assess potential staging areas for material handling for the Project alternatives.

    c. Review available on-site and regional information to identify candidate on-site borrow sources, stockpile and spoil disposal areas at the reservoirs.

    d. Develop screening criteria to prioritize candidate on-site borrow and spoil locations based on environmental, accessibility, and engineering considerations.

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e. Conduct a meeting with Valley Water to screen the borrow source and spoil disposal areas to select sites for field reconnaissance level studies.

f. Perform a geologic field reconnaissance of potential borrow areas by an engineering geologist from the Consultant. The goals of the reconnaissance will be to: a) confirm/define the limits of rock types potentially useful and b) categorize rock exposures within these limits according to a four-class ranking (A through D) that takes into account rock strength, rock hardness, and degree of weathering. Observations made during the geologic reconnaissance will be documented on a field geologic map and photographs will be taken of each area.

g. Perform a geotechnical reconnaissance of potential borrow and spoils disposal areas by a geotechnical engineer and environmental specialists from the Consultant. The goals of the spoils disposal reconnaissance will be to: a) review the apparent geotechnical conditions at each location; b) assess the potential slope stability and erosion impacts at each location; c) assess the sites from an environmental impact perspective. Observations made during the reconnaissance will be documented on a field map and photographs of each site will be taken and catalogued.

2. The desktop and field reconnaissance studies will be documented by the Consultant in a draft and final Borrow and Spoil Siting Technical Memorandum. The Technical Memorandum will provide a summary of the findings of the Task 4.1 activities and present recommendations for a preferred on-site borrow and spoil site for Task 4.2 studies.

Subtask 4.1 - Assumptions

1. On-site borrow and/or spoil sites are assumed.

2. The geologic, geotechnical and environmental reconnaissance will be conducted in four days (two days per reservoir location).

3. The Consultant will conduct up to two meetings with Valley Water to screen candidate sites for the Task 4.1 reconnaissance, and then select preferred borrow and spoil site/s for Task 4.2 studies

4. Field reconnaissance will be performed at up to four (4) total borrow and/or spoil sites for each reservoir location.

5. Up to four (4) borrow and/or spoil sites will be identified for each reservoir for Task 4.2 studies.

6. One consolidated set of Valley Water comments will be incorporated into the Borrow and Spoil Siting memorandum to finalize the draft document.

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Subtask 4.1 – Deliverable (TASK 4: COMPLETE)

1. Draft and Final Technical Memorandum on Borrow Sites and Spoil Disposal Areas (one for Calero Dam and one for Guadalupe Dam)

Subtask 4.2 - Identify Preferred Borrow and Spoil Sites

The Consultant will develop a footprint of borrow and spoil site disturbance areas to be used in the preparation of the Staff-Recommended alternative for preliminary design. The Consultant will also provide initial design parameters to allow the design phase consultant to prepare plans and specifications, and allow early consultation for potential permits.

Task 4.2 - Activities will include the following:

A. Preparation of a geotechnical work plan addressing the following elements:

   1. Proposed types of exploration (test pit, boring, or seismic velocity survey).

   2. Specific purpose of each exploration.

   3. Location, size, depth, and means of completing each exploration.

   4. Means of accessing the location where the exploration will be completed, along with any necessary right of entry protocols.

   5. Identification of the excavation, drilling, and/or other subcontractors who will execute the exploration work, including proof of insurance and appropriate licensing.

   6. Identification of the professionals from the Consultant team who will manage and undertake the exploration work.

   7. Means of clearing the proposed exploration locations for underground utilities/improvements.

   8. Permitting needs specific to the exploration activities (including CEQA, as applicable). This will include depiction of exploration footprints, staging and laydown areas and access routes on site plans to assist with environmental clearances and right of entry permits.

   9. Environmental monitoring needs during the exploration.

   10. Site restoration requirements.

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B. Perform a geotechnical exploration program including 6 borings up to 40 feet in depth, 20 excavation pits up to 15 feet in depth, and 4 seismic refraction lines with a total length of up to 2,000 feet (combined for both reservoir sites).

C. Perform a geotechnical laboratory testing program to characterize suitability of borrow materials, and determine whether the sites will yield suitable materials based on anticipated excavation volumes, requirements for new fills, and shrink/swell factors. Spoil sites will also be characterized to determine geotechnical suitability for receiving either temporary stockpile materials or permanent spoils and waste rock from processing.

D. Perform preliminary engineering evaluation using geotechnical field and laboratory data to develop the following:

1. An initial estimate of rock production (usable vs. wastage).

2. Identification of the depth to competent material, its density, and initial range of suitable gradation needed for buttressing that could affect the size or footprint of disturbance that will need to be evaluated under CEQA.

3. Identification of the presence of any large-scale subsurface variations that may affect the size of the quarry site to confirm the suitability of the preferred site or adverse geotechnical conditions to assist Valley Water in selecting other sources of borrow.

E. Develop maps as part of a preliminary borrow and spoil plan. These maps will be developed using available County of Santa Clara Light Detection and Ranging (LIDAR) data files (or Valley Water files, if available) to create AutoCAD Civil 3D files that will allow for readily estimating the amount of land needed for a) topsoil spoil; b) rock processing and stockpiling areas; c) proposed haul roads to/from the dams; and d) proximity to local communities and species of concern that may be affected by the noise (blasting, rock processing, & trucks), dust, lighting associated night-time work, etc.).

F. Evaluate the preferred borrow and spoil sites for potential cultural or paleontological impacts. This work will be incorporated into the proposed borrow plan to avoid critical sites and minimize other impacts to obtain an environmentally permittable approach.

G. Prepare a Technical Memorandum summarizing the findings of the borrow and spoil siting suitability study for the activities described above, including a presentation of excavation, grading and restoration plans, test pit and boring logs, and laboratory test results, and findings of the preliminary engineering evaluation.

Subtask 4.2 - Assumptions

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AMENDMENT NO. 6 TO AGREEMENT A3675A
REVISED APPENDIX ONE TO THE
STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

1) This Scope of Services is limited to the pre-feasibility through feasibility-level of analysis.

2) Test pit, boring, and seismic refraction survey exploration progress dependent upon terrain and environmental monitoring requirements.

3) The on-site studies will be conducted at up to two (2) borrow and/or spoil / staging locations per reservoir location.

4) The construction and subsequent restoration of haul roads will not be necessary to conduct geotechnical explorations.

5) Geotechnical exploration will be conducted on Valley Water property only.

6) The Consultant will perform the exploration work in accordance with the best management practices described in Valley Water's approved Dam Maintenance EIR.

7) Consultant will design the geotechnical studies with the goal of avoiding impacts through the proper timing and placement of study locations. Consultant will attempt to design the studies to avoid impacts to wetlands, sensitive species habitat, and cultural resources sites and include avoidance and minimization measures such as pre-study surveys to avoid impacts. If impacts can be avoided, it is assumed that the work can be conducted under a CEQA Section 15306 (Class 6) Categorical Exemption for information collection and Consultant will prepare Categorical Exemption documentation under Task 2.1.2.7 using Valley Water guidance for their preferred format. If impacts cannot be reasonably avoided then Consultant will prepare a brief Initial Study and Negative Declaration or Mitigated Negative Declaration to satisfy CEQA requirements as described under Supplemental Services Task 6.7.

8) Hazardous materials testing and disposal will not be necessary at exploration locations.

9) Dredging associated with work upstream of Guadalupe Dam may contain trace amounts of mercury that will need to be addressed. Sampling immediately in advance of dredging could allow non-hazardous soils to be disposed of on-site while soils deemed hazardous would need to be disposed of at an approved off-site location. No over-water exploration work or environmental sampling and testing is included in the Task 4 Scope of Services. If such services are needed, they would be performed under Task 6 Supplemental Services.

10) Two preliminary excavation, haul road grading and restoration plans (one per each reservoir location) will be prepared for the borrow areas for use in planning-level mass balance estimates for the sites. These plans will be included in the Report documenting Footprint of Disturbance (See Task 4.2 Deliverables).

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11) One consolidated set of Valley Water comments will be incorporated into the Geotechnical Work Plan, Feasibility Level Geotechnical Study, and Documentation of Footprint Disturbances to finalize the draft documents.

Subtask 4.2 - Deliverables (TASK 4: COMPLETE)

1. Draft and Final Geotechnical Study of Preferred Borrow (Quarry) Site/s (one for Calero Dam and one for Guadalupe Dam)
2. Draft and Final Report documenting the Footprint of Disturbance associated with the preferred borrow and spoil sites (one for Calero Dam and one for Guadalupe Dam)

TASK 5 - DESIGN SUPPORT (REVISED)

In a supportive role, the Consultant will be responsible for reviewing the design consultant's work for consistency with the planning assumptions and requirements (Design Review). The Design Review is not meant to replace or absolve the Engineer of Record of its roles and responsibilities relative to the design. It is understood that the Engineer of Record assumes full responsibility for the design.

Subtask 5.1 - Review of 50% Design Deliverable for Package A

1. Consultant will meet with Valley Water and design consultant to receive 30% design deliverables and discuss design progress, considerations, and challenges. Consultant will perform a comprehensive review of plans, specifications, and cost estimates; and provide comments and recommendations in a 30% Design Review Memorandum. It is assumed that 30% design documents will include outline specifications and minimally developed details.

Subtask 5.1 - Deliverable

1. Draft and Final 50% Design Review Memorandum

Subtask 5.2 - Review of 90% Design Deliverable for Package A

1. Consultant will meet with Valley Water and design consultant to receive 60% design deliverables and discuss design progress, considerations, and challenges. Consultant will prepare a comprehensive review of plans, specifications, and cost estimates; and provide comments and recommendations in a 90% Design Review Memorandum. It is assumed that 60% design documents will include first draft complete specifications and substantially developed details.

Subtask 5.2 - Deliverable

1. Draft and Final 90% Design Review Memorandum

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Subtask 5.3 - Review of 50% Design Deliverable for Package B

1. Consultant will meet with Valley Water and design consultant to receive 90% design deliverables and discuss design progress, considerations, and challenges. Consultant will perform a comprehensive review of plans, specifications, and cost estimates; and provide comments and recommendations in a 50% Design Review Memorandum. It is assumed that 90% design documents will be considered "bid ready."

Subtask 5.3 - Deliverable

1. Draft and Final 50% Design Review Memorandum

Subtask 5.4 - Review of 90% Design Deliverable for Package B

1. Consultant will meet with Valley Water and design consultant to receive 90% design deliverables and discuss design progress, considerations, and challenges. Consultant will perform a comprehensive review of plans, specifications, and cost estimates; and provide comments and recommendations in a 90% Design Review Memorandum. It is assumed that 90% design documents will be considered "bid ready."

Subtask 5.4 - Deliverable

1. Draft and Final 90% Design Review Memorandum

Subtask 5.5 - Other Design Support

1. Consultant will meet with Valley Water and design consultant to review preliminary design documents, technical memoranda and reports. The Consultant will provide review comments and recommendations. The Consultant will also review other design documents and provide comments.

Subtask 5.5 - Deliverable

1 Review comments on design documents

TASK 6 - SUPPLEMENTAL SERVICES (REVISED)

1. Valley Water may require, and 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 as specified in Section VI. Additional Terms and Conditions, paragraph E. Task Orders. Refer to the Revised Appendix One, Task Order Template.

   A. Details of the specific scope, deliverable, schedule, and fees for any Supplemental Services will be developed with Valley Water and submitted in writing prior to approval to

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begin work.

B. The Not-To-Exceed Fees for each Supplemental Services Task Order will be based upon the Hourly Rate Schedule (time and material) as described in Revised Appendix Two, Fees and Payments, of this Agreement, and must include all of the following information:

1. The agreed upon scope of services requested by Valley Water,

2. The total not-to-exceed amount for Consultant to complete the Supplemental Services Task Order on a Time and Materials basis,

3. The schedule for completing the Supplemental Services Task Order; and

4. Consultant key staff and classifications that will be assigned to complete the Supplemental Services.

C. Under no circumstances will Consultant commence the Supplemental Services until:

1. The Supplemental Services Task Order is received, reviewed, and executed by Valley Water's Project Manager; and

2. The Consultant receives an Task Order Notice-To-Proceed from Valley Water's Project Manager.

2. Specific Supplemental Services

Specific examples of possible Supplemental Services include but are not limited to:

Task 6.1 Implement Value Engineering / Constructability Review (UNCHANGED)

Consultant will perform Value Engineering (VE) and Constructability reviews according to the following subtasks.

Subtask 6.1.1- Arrange and Conduct Value Engineering (VE) Sessions

Value Engineering (VE) studies will be used to compare conceptual designs by evaluating their comparative economic advantages and disadvantages in addressing seismic retrofit issues, PMF issues and inlet/outlet issues. Consultant will include early cost benefit analysis using a one-page high-low business case model for each of the ideas formulated to address potential failure modes and remedial alternatives. The Consultant will:

a. Conduct a feasibility-level VE session of the proposed retrofit scope of work during the Planning Phase.

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b. Provide Certified Value Engineering Specialist or Associated Value Engineering Specialist as Value Engineering team leader.

c. Provide necessary design disciplines and cost estimator/scheduler.

d. Include operability and maintainability assessments.

e. Prepare draft and final Value Engineering Report.

f. Identify strategies for accelerating the Project's completion.

Subtask 6.1.1 - Assumptions

1. The anticipated not-to-exceed fee includes preparation of one page business case evaluation for ideas early-on, which will assist the Project team in developing conceptual designs that will accelerate the Project's completion.

2. The anticipated not-to-exceed fee also assumes that the VE workshop for each dam will consist of a 4-day workshop located at a Valley Water-provided facility, with the Consultant providing 3 technical discipline staff in addition to the VE Team Leader and a cost estimator/scheduler.

3. Valley Water will provide a participant familiar with the site issues and with operation and maintenance of each dam, as well as its integration into Valley Water water delivery facilities.

Subtask 6.1.1 - Minimum Deliverables

1. Value Engineering session (Complete)
2. Value Engineering Draft and Final Report (Complete)

Subtask 6.1.2 - Arrange and Conduct Constructability Reviews

Calero Dam and Guadalupe Dam each have challenging operational, engineering and permitting needs, and separate constructability reviews will be performed for each. The Consultant will arrange for and conduct feasibility-level constructability reviews and prepare a Constructability Review Memorandum for each dam and submit for Valley Water's consideration and approval. The constructability review sessions will lay out the proposed designs, construction sequence, relationship between construction activities and the construction methodology envisioned for retrofits to the dams and include the effects of potential CEQA permitting constraints that may limit some construction techniques. The construction challenges identified will be outlined to the engineering team, estimator/scheduler, environmental planners, and Valley Water operations staff and their input will be included in the Constructability Review Memorandum. The constructability review will also take into account the risk management strategy to refine construction sequences and methods in order to minimize the potential for disruption of reservoir during construction.

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Prior to the constructability review sessions, the Consultant will prepare an agenda for review and approval by Valley Water that includes session purpose and goals, summary of key issues and timing of key segments planned for the sessions.

Subtask 6.1.2 - Assumptions

1. The constructability review workshops will be performed after refinement of Feasible Alternatives under Subtask 2.2.3 but prior to identification of the Staff Recommended Alternative in Subtask 2.2.4, when design concepts have been developed to approximately the 10% stage of design development.

Subtask 6.1.2 - Minimum Deliverables

1. Constructability review session
2. Constructability Review Memorandum

Task 6.2 - Additional Geotechnical Investigations (REVISED)

1. Consultant will perform additional geotechnical investigations if site conditions warrant additional data needs. Recommendations will include a draft scope of services and draft sampling plan, rationale for the additional services, fees, and schedule of completion. Additional geotechnical investigation may include but not limited to:

   a. Design of Seepage monitoring, collection and disposal at Calero Dam.
   b. Calero Dam site.
   c. Guadalupe Dam site.
   d. Potential new tunnel outlet for the two dams.
   e. Potential new weir.
   f. Spillway modifications.
   g. Borrow site investigations.

2. Identified Seepage Areas at Calero Dam: Based on the recommendations provided in the Calero Main Dam Forensic Geologic Report (Forensic Report) subsurface exploration consisting of rotary borings in foundation and embankment areas may be considered. Areas of exploration may include the right abutment foundation, embankment and downstream left toe seepage areas. Recommendations for additional subsurface exploration will be made, if any, after Consultant's site reconnaissance and seepage evaluation studies as described in Task 2.1.2.3.

3. Calero and Guadalupe Dam sites: The earthfill buttress alternatives for Calero and Guadalupe Dams would result in new embankments extending outside the current dam footprints. As scoped in Task 2.1.2.2 three (3) borings per dam site are planned near the toe of Calero Dam and Guadalupe Dam to provide information on stratigraphy and assist with preliminary estimates of foundation excavation extents and quantities for a given alternative. Additional explorations beyond those scoped in Task 2.1.2.2, if determined

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necessary, will be performed under this Task 6 Supplemental Services.

4. Potential New Tunnel Outlets and Weir and Spillway Modifications: The existing geotechnical and geologic studies of the Guadalupe and Calero sites may be sufficient to characterize tunnel outlet alignments for the development and screening of conceptual alternatives. However, geophysical surveys at tunnel outlet and spillway areas could further characterize subsurface conditions, could be used to determine candidate locations for future explorations once the configurations of the preferred alternatives are better defined, and would be relatively economical to perform while planning concepts and footprints are under development. The geophysical data can also be integrated with existing and future geotechnical and geologic data.

5. Geophysical studies would consist of seismic refraction surveys in overland areas of the outlet alignments, and in weirs and spillway areas to determine the depth of alluvial or colluvial materials. The Consultant will analyze the results from the seismic refraction surveys and geologic mapping in conjunction with established criteria to evaluate the relative rippability and excavatability of harder rock units in spillway, weir, and outlet areas.

Task 6.2 - Assumptions

1. Consultant anticipated not-to-exceed fees for this subtask 6.2 includes costs for preparation of additional exploration workplan, drilling permits, mobilization/demobilization of field exploration equipment, 6 days of exploration, (generally equivalent to one 80-foot boring or two 40-foot borings per day), obtaining samples of soil and rock, logging of borings, clean up and grouting of boreholes, nominal physical laboratory testing on samples, and providing final boring logs with descriptions of soil and rock encountered and laboratory test results.

2. Consultant anticipated not-to-exceed fees for this subtask 6.2 includes two days of seismic refraction surveys.

3. The anticipated scope of services for this subtask 6.2 is limited to the pre-feasibility through feasibility-level of analysis.

4. The construction and subsequent restoration of access roads will not be necessary to conduct geotechnical explorations.

5. Geotechnical exploration will be conducted on Valley Water property only.

6. The Consultant will perform the exploration work in accordance with the best management practices described in Valley Water's approved Dam Maintenance EIR.

7. Any necessary CEQA documentation /permitting will be limited to preparation of Categorical Exemptions, Negative Declarations or Mitigated Negative Declarations.

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8. Hazardous materials testing and disposal will not be necessary at exploration locations. (NEW)

Task 6.2 - Minimum Deliverable

1. Draft and Final Reports (Various)

Task 6.3 - County of Santa Clara Permit Application (UNCHANGED)

Construction of the Project and property acquisition will require permits/authorizations from the County of Santa Clara (County) to ensure consistency with County's planning, zoning, building, and public works regulations. If requested by Valley Water, Consultant will assist Valley Water in obtaining permits/authorizations from the County. Consultant will prepare a permit application package for compliance with the County for Calero and/or Guadalupe Dams.

Consultant will prepare the following items in support of the permit applications:

a. Determine the need for permits/authorizations based on engineering specifications and County Requirements.

b. Draft and Final Cover Letter. The cover letter will briefly describe the Project and the Project activities that are subject to permitting. The cover letter will describe the contents of the permit application binder.

c. Draft and final County Permit Application Forms.

Task 6.3 - Assumption

1. The level of effort to support this supplemental service is assumed to be 100 hours per dam.

Task 6.3 - Minimum Deliverables

1. Draft and Final Cover Letter
2. Draft and Final County Planning, Building, and Public Works Permit Application Forms

Task 6.4 - Tree Removal Permits (REVISED)

Construction of the Project may require impacts to trees protected by County ordinances. For each dam, Valley Water will determine the need for a County Tree Removal Permit based on coordination with Santa Clara County Parks and the tree survey conducted by the Consultant, as included in Subtask 3.2.5(F). Valley Water and it's Consultant will consult with Santa Clara County Parks on appropriate revegetation and will prepare a revegetation plan for Calero and/or Guadalupe Reservoirs. Tree impacts may also need to be addressed in an Encroachment Permit from the County Department of Roads and Airports; this is assumed to be prepared by

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Valley Water's future construction contractor for the Project. Finally, impacts to oak woodlands are anticipated and will need to be addressed under the California Public Resources Code 20183.4, the Oak Woodland Conservation Act. Impacts to oak woodlands will need to be evaluated (significance, mitigation measures) as part of the environmental analysis for CEQA.

Task 6.4 - Assumptions

1. Four, 2-hour phone calls with the County.
2. Tree surveys outside of Subtask 3.2.5(F) in additional Project areas would require a separate scope and cost, subject to approval by Valley Water.
3. Revegetation plans will be integrated with all relevant CEQA mitigation plans related to mitigation for vegetation impacts.

Task 6.4 - Deliverables

1. Draft and Final Revegetation Plan

Task 6.5 - Special Status Plant Protocol Surveys (UNCHANGED)

As stated in Condition 13 of the SCVHCP, special status plant surveys are required in sensitive habitats. For this Task 6.5, a qualified botanist will perform surveys as specified in the SCVHCP, where the Project could impact sensitive habitat areas, or in other areas, including up to 5 borrow sites per dam, where protocol level plant surveys may be required.

Task 6.5 - Assumptions

1. Three rounds of surveys will be required to cover all potential bloom seasons. Each round will require two botanists for one field day each.

2. Project will avoid any special status plants documented during the plant surveys. A salvage plan, if required, may be performed under Task 6.13, Other Supplemental Services.

Task 6.5 - Minimum Deliverable

1. Draft and Final Plant Surveys Technical Memorandum.

Task 6.6 - Monitoring for Geotechnical Studies

Depending on the location, habitat, soil type and other factors, field geotechnical investigations may require monitoring of biological or cultural resources for compliance with regulatory permits. Consultant will provide qualified staff monitors with the permits, approval, or training required by relevant permits. The monitors shall provide initial environmental training materials to the geotechnical contractor.

Task 6.6 - Assumptions

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1. Up to 10 days of biological monitoring.
2. Up to 4 days of cultural resource monitoring.
3. Ongoing environmental training of new field personnel shall be performed by the geotechnical contractor using provided materials.

Task 6.6 - Minimum Deliverable

1. Draft Monitoring Results Memorandum

Task 6.7 - CEQA & Regulatory Compliance for Geotechnical Studies (UNCHANGED)

As described under Task 2.1.2, Investigations and Analysis for the Planning Study, Consultant has assumed that impacts can be avoided through planning of the geotechnical investigations. If impacts cannot be reasonably avoided then Consultant will prepare a brief Initial Study and Negative Declaration or Mitigated Negative Declaration (IS/ND-MND) under this task to satisfy CEQA requirements. Consultant will use Valley Water's existing documentation of resources and habitat level studies to evaluate potential impacts to biological resources within the survey area and vicinity to meet Valley Habitat Plan species-specific survey requirements, and recommend avoidance measures wherever possible to avoid impacts to special status species and waters of the US or State of California. The Initial Study checklist will be accompanied by discussions of resources area that may be impacted, including the nature of the impacts and proposed minimization and avoidance measure or mitigation measures.

Consultant will provide an administrative draft document for Valley Water review and will finalized this based on Valley Water comments. Consultant will work with Valley Water to obtain approval of the ND-MND and will submit a Notice of Intent to adopt a Negative Declaration along with 15 copies of the documents to the State Clearinghouse to begin the 30-day public review period. Consultant will provide notification to the public in the form a notice in a local newspaper.

Task 6.7 - Assumptions

1. No public meeting or other hearings will be necessary.
2. Valley Water will receive up to three public comment letters that require formal responses.
3. Valley Water will pay for newspaper advertisements directly.

Task 6.7 - Minimum Deliverables

1. Administrative Draft and Final IS/MND for geotechnical studies at each dam, as needed
2. Fifteen (15) copies of Document to State Clearinghouse
3. Draft and final text for newspaper notice

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Task 6.8 - CDFW Incidental Take Permit Application (California Fish and Game Code Section 2081) (REVISED)

1. Supplemental Services may be utilized if additional Incidental Take Permit Applications are needed for impacts to specific species not covered by the VHP. The application(s) would address potential take of state-listed species during construction or operation of the dams.

2. The Consultant will use Valley Water's existing documentation of resources and habitat level studies to evaluate potential impacts to state-listed species within the Project areas and vicinity. To the extent possible, the ITP applications will be based on the information provided in the Biological Assessment submitted to the USFWS for federally listed species.

3. The ITP applications will address each state-listed species under the jurisdiction of CDFW and will incorporate the following components:

4. Detailed analysis of direct, indirect, and cumulative effects of actions affecting state listed species and associated habitats.

5. Identification of the potential for "take" of state-listed species and specific measures to avoid or minimize potential take to the extent practicable.

6. Where appropriate, identification of additional actions that will assist in species conservation including actions identified in the Habitat Mitigation and Monitoring Plan will be developed under Supplemental Services.

7. Description of the monitoring and reporting programs necessary to assure CDFW that they will know when the authorized amount or extent of take is approached or exceeded.

Task 6.8 - Assumptions

1. The ITP will utilize existing data or data collected under other tasks performed by the Consultant under this Agreement.
2. Development of habitat mitigation and monitoring plans, if required, will be conducted under subtask 6.13 Other Supplemental Services.
3. Consultant will prepare two administrative drafts and one final version of the ITP applications and will attend two meetings with CDFW and Valley Water during preparation of the documents.

Task 6.8 - Minimum Deliverables

1. First administrative draft ITP applications
2. Second administrative draft ITP applications
3. Final ITP applications

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Task 6.9 - Fisheries Technical Memorandum (UNCHANGED)

Steelhead conservation measures will be required to support the formal consultation with the National Marine Fisheries Service (Task 3.7.3). The Consultant will prepare a technical memorandum that will identify and evaluate feasible steelhead conservation measures within the Guadalupe River watershed including Guadalupe Creek below Guadalupe Dam, Alamitos Creek below Almaden Dam and Calero Creek below Calero Dam. This information will be developed concurrent with the planning phase of the Project so that any data gaps can be addressed prior to the initiation of the permitting tasks (Task 3.7).

This memorandum will specifically include the following elements:

1. Summary of existing studies and agreements for steelhead habitat in the Guadalupe River watershed;

2. Description of existing steelhead passage conditions below Guadalupe and Calero dams;

3. Description of the extent and condition of existing steelhead spawning and rearing habitat above and below Guadalupe and Calero dams;

4. Feasible measures to improve or maintain steelhead habitat in the Guadalupe River watershed; and

5. Potential Data gaps that would require additional studies and analysis.

Task 6.9 - Assumptions

The anticipated not-to-exceed amount associated with this Task is based on the following assumptions:

1. The technical memorandum will provide conceptual level details of potential fisheries conservation measures consistent with the Planning Phase of the Project.
2. Collection of data not already acquired by Valley Water or the Consultant in other tasks for the Project will be addressed under subtask 6.13 Other Supplemental Services.
3. Feasibility of fisheries conservation measures will be evaluated based on existing information available to the Consultant.

Task 6.9 - Deliverables

1. Draft Fisheries Technical Memorandum
2. Final Fisheries Technical Memorandum

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Task 6.10 - Treatment Plan for Historic Resources (REVISED)

If required as a condition for the completion of Section 106 compliance and issuance of the USACE 404 permit, Consultant will prepare a Treatment Plan for the relocation of National Register of Historic Places (NRHP)-eligible structures associated with the Bailey/Fellows Ranch. The Treatment Plan will serve as a guide for the conservation, treatment, relocation, and rehabilitation of the structures. The Treatment Plan will be prepared in consultation with the USACE and SHPO and will be consistent with the *Secretary of the Interior's Standards for Rehabilitation* and the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. The Consultant will also provide support and coordination with the Santa Clara County Historical and Genealogical Society as part of the preparation of the Treatment Plan.

Task 6.10 - Assumption

1. The Treatment Plan will be based on previously completed studies of the ranch structures including the analysis and recommendations from those studies.

Task 6.10 - Deliverables

1. Draft Historic Resources Treatment Plan
2. Final Historic Resources Treatment Plan

Task 6.11 - Additional Quantities of Services and Deliverables (UNCHANGED)

Consultant will provide additional services and deliverables beyond the quantities of services and deliverables stated in Task 1 through 5 to include but not limited to:

1. Additional meetings, including meetings and phone calls of longer duration than specified.

2. Additional status/progress reports.

3. Additional technical studies.

4. Technical services including CADD, hazardous materials, right-of-way, environmental and biological studies.

5. Additional public outreach support.

Task 6.12 - Other Supplemental Services

Other Supplemental Services, Consultant may perform at the request of Valley Water in accordance with Task 6, may include but not be limited to:

1. Additional data collection that could include but is not limited to bald eagle surveys, fisheries surveys in Guadalupe Creek, and data collection efforts associated with off site staging areas not part of the original Project footprint.

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2. Salvage plans for special status plants.

3. Historic American Buildings Survey (HABS) and Historic American Engineering Record (HAER) documentation for the Bailey House and the historic district.

Task 6.13 - Water Quality Investigations (UNCHANGED)

Consultant will develop studies to assess baseline water quality conditions (turbidity, temperature, Dissolved Oxygen) in the reservoir and in Guadalupe Creek downstream of the dam. Potential changes to water quality during initial dewatering and sediment transport during periods when stormwater flows through the empty reservoir beds downstream into Guadalupe Creek will also be evaluated. Consultant will develop details in a separate proposal, after discussions and negotiations with Valley Water and the resource agencies. The Task Order Scope of Services could include but not be limited to:

1. Review available baseline data and identify any data gaps
2. Develop data collection work plan
3. Develop sediment transport model
4. Collect baseline water quality measurements in the reservoir and downstream areas using automated recorders at a number of locations
5. Conduct sediment modelling and impact analysis
6. Develop potential mitigation options
7. Agency coordination
8. Draft and final report preparation

Task 6.14 - Phytophthora Pathogen Management and Monitoring Plan (NEW)

Consultant will work with Valley Water staff and Phytosphere Research to prepare a Phytophthora Pathogen Management and Monitoring Plan for use during CDSRP/GDSRP construction to minimize the potential for mobilization and spread of Phytophthora into sensitive habitats. The Plan will be prepared based on similar plans prepared for the Anderson Dam Seismic Retrofit Project.

Task 6.14 - Deliverables

1. Phytophthora Pathogen Management and Monitoring Plan in Word and PDF format

Task 6.14 - Deliverables

1. Consultant will revise the Plan based on up to two rounds of review.

VI. ADDITIONAL TERMS AND CONDITIONS (UNCHANGED)

A. Consultant as Independent Contractor

1. Consultant will perform all Services as an independent contractor and not an agent or employee of Valley Water.

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2. 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's obligations hereunder, without prior written consent of Valley Water, in the form of an Amendment executed by both 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 moneys 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. Consultant's General Responsibilities

1. Standard of Care

a. Consultant and its sub-consultants must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.

b. Consultant and its sub-consultants must perform 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.

2. Unless the requirements for the Scope of Services described in this Agreement are specifically modified in writing, Consultant must provide its services and deliverables as required.

3. Consultant shall provide staff designated in Revised Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant are subject to approval at the administrative staff level by Valley Water Representative.

C. Confidentiality

1. Due to the nature of the services the Consultant will provide under the Agreement, there may be disclosure to the 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.

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2. The 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. In the event the Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of the Consultant's employees, its subcontractors, and its subconsultants authorized by Valley Water to have the information.

3. Consultant will notify Valley Water's Project Manager immediately of any request by any third party to have access to the information, and will not disclose the requested information without first receiving express written authorization from Valley Water's Project Manager. The requirements of this section will survive completion, termination, suspension, and expiration of the Agreement.

D. Project Management

1. The Project Manager for Valley Water is Bal Ganjoo, Senior Project Manager.

2. The Project Manager for Consultant is as indicated in Revised Attachment One to Revised Appendix One, Consultant's Key Staff and Subconsultants, of this Appendix.

3. Valley Water's Project Manager or his designee is the only person authorized to accept Consultant's deliverables on behalf of Valley Water.

E. Task Orders

1. Supplementary Services will be assigned to the Consultant through issuance of Task Orders. After Supplementary Services to be performed under this Agreement are identified and communicated to Consultant by Valley Water Project Manager, the Consultant will prepare a proposed Task Order. The proposed Task Order must identify the following:

   a. Description of the services, including deliverables.

   b. The total not-to-exceed amount for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services.

   c. Proposed staff that will be assigned to complete the services, including resumes if not previously provided to Valley Water Project Manager.

   d. Estimated cost of each reimbursable expense, including any applicable fees.

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e. Time schedule for completing the services.

f. Copies of applicable state, federal, and local permits required to complete the services, unless previously provided to Valley Water Project Manager.

2. Consultant agrees that the not-to-exceed amount 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 representatives of both Parties.

3. Consultant must not commence performance of services on a Task Order until it has been approved by Valley Water's Water Utility Capital Division Deputy Operating Officer and notice to proceed has been issued by Valley Water's 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.

4. 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 Revised Standard Consultant Agreement Section II Duties of Consultant; Revised Appendix Two, Fees and Payments, paragraph L. Prevailing Wages, and Attachment Three Task Order Template.

F. Conflict of Interest

1. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement.

2. Consultant represents that Consultant's performance under the Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.

3. Consultant will not bring to Valley Water or use in the performance of Consultant's duties under the 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.

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4. 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 will 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.

5. Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not submit a proposal: (i) for any contract to be awarded for construction management, or the construction of any project that is related to the services provided under the Agreement; or (ii) in response to any request for proposal or Valley Water solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; and (iii) for any single or sole source products/services related to the services under this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.

G. Term & Termination

This paragraph G. Term and Termination and the following paragraph H. Compensation Upon Termination or Suspension, of Article VI. Additional Terms and Conditions, replaces the second paragraph stated in the Revised Standard Consultant Agreement portion of this Agreement, at Section VI. Changes in Work.

1. Term & Automatic Termination

This Agreement encompasses all services for which Consultant is responsible to provide within the time limits and not-to-exceed amount 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 amount of any Task Order.
Valley Water's 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 ninety (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.

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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 H., Consultant's Compensation Upon Termination of Suspension, referenced below.

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 thirty (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 effected 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.

H. Consultant's Compensation Upon Termination or Suspension

1. 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 Project Manager, as follows:

a. For 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

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Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination.

b. For Reimbursable Expenses - Consultant shall be entitled to receive compensation for all authorized Reimbursable Expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination.

c. In no event shall the total compensation paid for any item of service exceed the payment specified in the applicable Task Order for that item of service.

I. 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 described below.

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; and

   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 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 change to their 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 Valley Water's 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 when one of the following occurs:

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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, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, subconsultants, and subcontractors are disqualified from providing services, on written notice from Valley Water's Project Manager, Consultant will have 15 calendar days to remove that employee(s), officer, agent(s), subconsultant's, and subcontractor's person 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.

J. Valley Water Quality and Environmental Management System (QEMS) Fact Sheet (see Revised Attachment Seven to Revised Appendix One)

As an on-site provider of services that has the potential to result in significant environmental impacts, Consultant is required to review the QEMS Fact Sheet, incorporated herein by this reference hereto, with any of the employee(s), sub-contractor(s), and/or subconsultant(s) ("Staff") performing services on behalf of Valley Water, and make Staff aware of Valley Water's Quality and Environmental Policy and their role and responsibility in achieving conformity with the expectations.

K. 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 under design or construction 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 under this Agreement will be referred immediately to

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Valley Water. Consultant will not communicate with the media regarding any such matter.

L. Formation of Agreement

1. 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.

2. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:

   a. Execution of the Agreement by Consultant;

   b. Submission by the Consultant, and acceptance by Valley Water, of evidence of all required insurance coverages and documents;

   c. Submission by the Consultant, and acceptance by Valley Water, of evidence of all required Form 700 documents, if applicable;

   d. Submission by the Consultant, and acceptance by Valley Water, of evidence of the QEMS Awareness and Training certification (see Revised Attachment Seven to Appendix One);

   e. Submission by the Consultant, and acceptance by Valley Water, of all required Non-Disclosure Agreements ("NDA") documents, if applicable;

   f. Submission by the Consultant, and acceptance by Valley Water, of a Health and Safety Plan, if applicable;

   g. Any other requirements that are deemed necessary by Valley Water, and

   h. Execution of the Agreement by Valley Water.

M. Notices

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices will be deemed to have been given when made in writing and when delivered or mailed to the representatives of Valley Water and the Consultant at their respective addresses as follows:

Valley Water:

Santa Clara Valley Water Valley Water

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5750 Almaden Expressway
San Jose, CA 95118-3638
Attention: Ryan McCarter, Deputy Operating Officer
Dam Safety and Capital Division
Email: rmccarter@valleywater.org
Direct: (408) 630-2983

Consultant:

GEI Consultants, Inc.
180 Grand Avenue, Suite 1410
Oakland, CA 94612
Attention: Mark Freitas, P.E. G.E., Vice President
Emailmfreitas@geiconsultants.com
Direct (510) 350-2906
Fax: (510) 350-2901

N. Good Neighbor

Valley Water always strives to be a good neighbor to the community adjacent to its facility. The 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.

O. 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 Valley Water Court located in Santa Clara County in the State of California, and 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.

P. 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.

Q. 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.

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R. 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.

S. 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.

T. United States Environmental Protection Agency (EPA) Federal Requirements (NEW)

A. The Water Infrastructure Finance and Innovation Act (WIFIA) established a federal credit program (WIFIA Program) authorizing EPA to provide direct loans and loan guarantees to eligible borrowers for water infrastructure projects.

B. A portion of the ADSRP Project costs is expected to be financed by WIFIA pursuant to the United States Environmental Protection Agency WIFIA Master Agreement with Valley Water entered into through its Santa Clara Valley Water District Public Facilities Financing Corporation for the Water Reliability Program _(WIFIA Agreement), dated February 14, 2023.

C. All contracts issued by a WIFIA Program borrower for a project receiving WIFIA loan funds 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 ADSRP project management services rendered pursuant to this Agreement, Consultant is required to adhere to certain Federal EPA Contract Provisions listed below and incorporated herein by this reference as of the effective date of this Amendment No. 6. Consultant agrees to adhere to such applicable Federal Contract Provisions.

U. WIFIA FEDERAL COMPLIANCE REQUIREMENTS

Projects receiving credit assistance must comply with all federal laws and regulations, including environmental compliance and other compliance requirements. WIFIA borrowers have the prime responsibility for ensuring their staff and contractors comply with all Federal Requirements for a project. Consultant agrees to comply with the following Federal Requirements.

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AMENDMENT NO. 6 TO AGREEMENT A3675A
REVISED APPENDIX ONE TO THE
STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

1. 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.

2. 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 the certification and disclosure forms 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 pursuant to the process set forth in 40 CFR 34.110.

3. 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.

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e. 40 CFR Part 7, as it relates to the foregoing.

4. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective August 13, 2020). The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115- 232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, "covered telecommunications equipment or services" means:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c. Telecommunications or video surveillance services provided by such entities or using such equipment.

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Act does not prohibit:

a. Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment

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transmits or otherwise handles.

V. ATTACHMENTS

The following listed Attachments referred to herein are incorporated in this Revised Appendix One - Scope of Services as though set forth in full:

Revised Attachment One - Consultant's Key Staff and Subconsultants (UNCHANGED)
Revised Attachment Two - Dispute Resolution (UNCHANGED)
Revised Attachment Three - Task Order Template (UNCHANGED)
Revised Attachment Four - Reference Materials (UNCHANGED)
Revised Attachment Five - Valley Water Procedures and Work Instructions (UNCHANGED)
Attachment Six - DSOD Interim Hydrology Policy (UNCHANGED)
Revised Attachment Seven - QEMS Fact Sheet (UNCHANGED)

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AMENDMENT NO. 6 TO AGREEMENT A3675A
REVISED ATTACHMENT ONE TO
REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

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

Team Member	Project Role	Contact Info
Mark Freitas-Senior Professional Grade 8	Project Manager Engineering Planning, Geotechnical Engineering,	180 Grand Avenue, Suite 950 Oakland, CA 94612 mfreitas@geiconsultants.com P: (510) 350-2906 C: (510) 410-4964
Matt Powers-Senior Professional Grade 8	Deputy Project Manager, Engineering Planning, Geotechnical Engineering,	180 Grand Avenue, Suite 950 Oakland, CA 94612 mpowers@geiconsultants.com P: (510) 350-2902 C: (805) 801-8583
Len Sansone-Senior Professional Grade 8	Geotechnical Engineering, Borrow Studies	180 Grand Avenue, Suite 950 Oakland, CA 94612 lsansone@geiconsultants.com P: (510) 350-2903 C: (510) 407-0513
Alberto Pujol-Senior Consultant Grade 8	QA/QC, Design Support and Design Review	180 Grand Avenue, Suite 950 Oakland, CA 94612 apujol@geiconsultants.com P: (510) 350-2908 C: (510) 551-3959
Dan Wanket-Senior Professional Grade 7	Project Controls, Cost Estimating	180 Grand Avenue, Suite 950 Oakland, CA 94612 dwanket@geiconsultants.com P: (510) 350-2916 C: (510) 913-7901
Matt Powers-Senior Professional Grade 8	Deputy Project Manager	180 Grand Avenue, Suite 950 Oakland, CA 94612 mpowers@geiconsultants.com P: (510) 350-2902 C: (805) 801-8583
Todd Crampton-Senior Professional Grade 8	Engineering Geology	180 Grand Avenue, Suite 950 Oakland, CA 94612 tcrampton@geiconsultants.com P: (510) 350-2934 C: (510) 759-9470

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REVISED ATTACHMENT ONE TO
REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Team Member	Project Role	Contact Info
Dave Gutierrez-Senior Consultant Grade 8	Technical and Design Review, DSOD Liaison	180 Grand Avenue, Suite 950 Oakland, CA 94612 dgutierrez@geiconsultants.com P: (916) 631-1799 C: (916) 799-4121
Mark Fortner-Senior Professional Grade 7	Hydraulics and Hydrology	180 Grand Avenue, Suite 950 Oakland, CA 94612 mfortner@geiconsultants.com P: (916) 631-4534 C: (916) 505-4106

2. If necessary and appropriate, Consultant will employ subconsultants it deems appropriate to the complexity and nature of the required Services. All subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain Valley Water's approval of all subconsultants. Upon Valley Water's request, Consultant must provide copies of all subconsultant contract agreements. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.

   A. The following subconsultants are authorized to work on the Project: (UNCHANGED)

Firm	Project Role	Contact Info
URS	Environmental, CEQA, Permitting, Dam Engineering Support	300 Lakeside Drive, Suite 400 Oakland, CA 94612 Contact: Elizabeth Nielson T: (510) 893-3600 elizabeth.nielsen@aecom.com
Cal Engineering & Geology	Geotechnical Investigations, Geotechnical Engineering	1870 Olympic Boulevard, Suite 100 Walnut Creek, CA 94596 Contact: Phil Gregory, G.E. P: (925) 935-9771 pgregory@caleng.com
David Ford Consulting Engineers	Hydraulics and Hydrology	2015 J Street, Suite 200 Sacramento, CA 95811 Contact: David Ford P: (916) 447-8779 F: (916) 447-8780 ford@ford-consulting.com

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REVISED ATTACHMENT ONE TO
REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Firm	Project Role	Contact Info
H. T. Harvey & Associates	CEQA and Permitting Support, Biological Impacts, HCP Compliance	983 University Avenue Building D Los Gatos, CA 95032 Contact: Steve Rottenborn T: (408) 458-3246 F: (408) 458-3210 P: (408) 722-0931 (direct) srottenborn@harveyecology.com
JDH Corrosion Consultants, Inc.	Corrosion Engineering and Evaluations	100 Willow Pass Court Concord, CA 94520 Contact: J. Darby Howard, Jr. P: (925) 927-6630 ext.121 F: (925) 927-6634 dhoward@jdhcorrosion.com
Pacific Geotechnical Engineering	Geotechnical Investigations, Engineering Geology, Geotechnical Engineering	16055 Caputo Drive, Suite D Morgan Hill, CA 95037 Contact: Reid Fisher P (408) 778-2818 ext. 402 F: (408)779-6879 rfisher@pacific-geotechnical.com
PHA Transportation Consultants (Pang Ho & Associates)	Traffic and Transportation Impacts	2711 Stuart Street Berkeley, CA 94705 Contact: Pang Ho T: (510) 848-9233 P: (510) 848.9233 pang@pangho.com
MIG	Environmental, CEQA and Permitting Support, Land Use and Planning, Air Quality/GHG, Energy, Noise, Recreation, Visual, Geology and Soils, Utilities and Service Systems	545 Middlefield Road, Suite 200, Menlo Park, CA 94025 Contact: Barbara Beard, Director of Environmental Analysis T: (650) 327-0429 P: (650) 464-5217 (direct) beard@traenviro.com
Underwater Resources	Underwater Investigations	Pier 26, The Embarcadero San Francisco, CA 94105 www.underwater-resources.com Contact: Tom Belcher P: (415) 974-5464 F: (415) 974-1749 tbelcher@underwater-resources.com

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REVISED ATTACHMENT ONE TO
REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Firm	Project Role	Contact Info
Stillwater	Environmental, CEQA and Permitting Support, Fisheries, Hydrology and Water Quality	279 Cousteau Place Suite 400 Davis, CA 95618 Contact: Katherine Ayres (530) 756-7550 kayres@stillwatersci.com
Ascent	Air quality, greenhouse gases, energy, noise, and vibrations	455 Capitol Mall, Suite 300 Sacramento, CA 95814 Contact: Honey Walters (530) 574.0772 honey.walters@ascent.inc

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AMENDMENT NO. 6 TO AGREEMENT A3675A
REVISED ATTACHMENT ONE TO
REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

3. Consultant Key Staff and Subconsultants

A. Consultant's key staff and subconsultants assigned to perform the Services are identified in this Revised Attachment One to Revised Appendix One, Scope of Services.

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 fifteen (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 Project Manager 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. Consultants Subconsultants

1. Valley Water Project Manager 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.

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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.

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AMENDMENT NO. 6 TO AGREEMENT A3675A
REVISED ATTACHMENT TWO TO
REVISED APPENDIX ONE
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 thirty (30) days after receiving a written request from Consultant.

2. DISPUTE RESOLUTION

A. Alternate Dispute Resolution (ADR)

1. Valley Water intends to use 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 borne by Valley Water.

3. NEGOTIATIONS BEFORE AND DURING MEDIATION

Negotiations to resolve disputes before and during mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by Valley Water and Consultant.

4. VOLUNTARY MEDIATION

A. In the event a dispute or issue is not resolved by the Internal Review process stated in the Standard Consultant Agreement, Section VIII. Resolution of Disputes, Valley Water and Consultant agree to attempt to resolve the matter by mediation. The External Review paragraph of Section VIII. is hereby deleted.

B. Said mediation is voluntary, non-binding, and intended to provide an opportunity for the Parties to evaluate each other's cases and arrive at a mutually agreeable solution.

C. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.

5. INITIATION OF MEDIATION

Any Party to a dispute or claim may initiate mediation by notifying the other Party or Parties in writing.

6. 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.

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7. SELECTION OF MEDIATOR

A. Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within fourteen (14) Days, the Parties will confer to select an appropriate mediator agreeable to all Parties.

B. 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.

8. QUALIFICATIONS OF A MEDIATOR

A. Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.

B. 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.

C. 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.

9. VACANCIES

If any mediator becomes unwilling or unable to serve, another mediator will be selected unless the parties agree otherwise.

10. REPRESENTATION

A. Any Party may be represented by person(s) of their choice who must have full authority to negotiate.

B. The names and addresses of such person(s) must be communicated in writing to both Parties and to the mediator.

11. TIME AND PLACE OF MEDIATION

A. The mediator will set the time of each mediation session.

B. The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.

C. All reasonable efforts will be made by the Parties and the mediator to schedule the first session within sixty (60) Days after selection of the mediator.

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AMENDMENT NO. 6 TO AGREEMENT A3675A
REVISED ATTACHMENT TWO TO
REVISED APPENDIX ONE
DISPUTE RESOLUTION

12. IDENTIFICATION OF MATTERS IN DISPUTE

A. The Parties shall comply with the process as required by the mediator, with regard to providing the mediator with 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.

B. 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.

13. AUTHORITY OF MEDIATOR

A. 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.

B. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement.

C. 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.

D. 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.

14. PRIVACY

A. Mediation sessions are private.

B. The Parties and their representatives may attend mediation sessions.

C. Other persons may attend only with the permission of the Parties and with the consent of the mediator.

15. CONFIDENTIALITY

Except as provided by California or federal law or regulation:

A. The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.

B. All records, reports, or other documents received by a mediator while serving as

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mediator, are confidential.

C. 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.

D. 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:

1. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute.

2. Statements made by the other Party in the course of the mediation proceedings.

3. Proposals made or views expressed by the mediator.

4. Whether the other Party had or had not indicted willingness to accept a proposal for settlement made by the mediator.

16. NO STENOGRAPHIC RECORD

There shall be no stenographic record of the mediation.

17. TERMINATION OF MEDIATION

A. 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.

18. EXCLUSION OF LIABILITY

No mediator shall be a necessary Party in judicial proceedings related to the mediation.

19. 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 responsibilities.

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20. EXPENSES

A. The expenses of witnesses for each Party must be paid by the Party producing the witnesses.

B. 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.

21. 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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AMENDMENT NO. 6 TO AGREEMENT A3675A
REVISED ATTACHMENT THREE TO
REVISED APPENDIX ONE
TASK ORDER TEMPLATE

Task Order No. _____

Title: _____

Agreement: Standard Consultant Agreement _____ ("Agreement") Between the Santa Clara Valley Water Valley Water ("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 Revised Standard Consultant Agreement, Revised Appendix One Scope of Services, Article VI. Additional Terms and Conditions, paragraph E. 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. Project schedule for completing the Scope of Services.

3. The Consultant shall be compensated at fixed fees or at the hourly rates established in the Revised Standard Consultant Agreement, Revised Appendix Two, Fees and Payments. The Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.

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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. The 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 Revised Standard Consultant Agreement, Revised Appendix Two, Fees and Payments, Article IV. Terms and Conditions, paragraph L. 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: _____ _____

NAME OF CONSULTANT FIRM — DATE
[PRINT NAME]
[PRINT TITLE]

Signature: _____ _____

SANTA CLARA VALLEY WATER VALLEY WATER — DATE
[PRINT NAME]
[PRINT TITLE]

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AMENDMENT NO. 6 TO AGREEMENT A3675A
REVISED ATTACHMENT FOUR TO
REVISED APPENDIX ONE
REFERENCE MATERIALS

Ref #	Description
1	Santa Clara Valley Water Valley Water , April 2012, Supporting Technical Information Document (STID) for Calero Main and Auxiliary Dams
2	Santa Clara Valley Water Valley Water , April 2012, Supporting Technical Information Document (STID) for Guadalupe Dam
3	URS Corporation, 2012, Final Report SSE1B-B Volume 1 & Volume 2-Appendices, Seismic Stability Evaluation of Calero Main Dam and Calero Auxiliary Dam, October 26, 2012.
4	URS Corporation, 2012, Final Report SSE1B-C Volume 1 & Volume 2- Appendices, Seismic Stability Evaluation of Guadalupe Dam, May 22, 2012.
5	URS Corporation, 2012, Design Memorandum No. 7A (DM-7A), Recommended Reservoir Restriction, Seismic Stability Evaluation SSE1B, Calero Reservoir, October 26, 2012.
6	URS Corporation 2012, Design Memorandum No. 8B (DM-8B), Conceptual Remedial Alternatives, Seismic Stability Evaluation SSE1B, Calero Main Dam, October 26, 2012.
7	URS Corporation AMEC, 2012, Design Memorandum No. 7, Recommended Reservoir Restriction, Seismic Stability Evaluation SSE1B, Almaden and Guadalupe Reservoirs, February 28, 2012.
8	URS Corporation AMEC, 2012, Design Memorandum No. 8A (DM-8A) , Conceptual Remedial Alternatives, Seismic Stability Evaluation SSE1B, Guadalupe Dam, March 7, 2012.
9	Nelson, J. L., 2007, Calero Main Dam (No. 72-3) Forensic Geologic Report, Santa Clara Valley Water Valley Water, October 2007.
10	Draft Application Report: Calero Reservoir Enlargement, Santa Clara Valley Water Valley Water, June 1982.
11	DSOD Letter dated April 25, 2012 regarding operating restrictions and Project Schedule for Guadalupe Dam
12	DSOD Letter dated March 23, 2012 regarding operating restrictions and Project Schedule for Calero Dam
13	Archives & Architecture, 2006, Historical and Architectural Evaluation, Bailey / Fellows Ranch site, Calero County Park, November 28, 2005 (Rev. January 3, 2006)

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AMENDMENT NO. 6 TO AGREEMENT A3675A
REVISED ATTACHMENT FOUR TO
REVISED APPENDIX ONE
REFERENCE MATERIALS

Ref #	Description
14	Santa Clara Valley Water Valley Water, 2012, Dam Maintenance Program, Final Program Environmental Impact Report, January 2012.
15	Santa Clara Valley Water Valley Water, 2012, Dam Maintenance Program, Final Program Environmental Impact Report- Appendices, January 2012.
16	Santa Clara Valley Water Valley Water, 2012, 2012 Water Supply and Infrastructure Master Plan, October 2012
17	Black & Veatch, 2012, Guadalupe Dam Intake Structure Evaluation, (memorandum), August 1, 2012
18	Santa Clara Valley Water Valley Water, 2010, Calero/Fellows Dike, Planning Study Report, March 2010.
19	Santa Clara Valley Water Valley Water, Standards for GIS Products, April 2015.
20	Santa Clara Valley Water Valley Water, Recent GIS shapefiles related to habitat for Valley Habitat Plan implementation.

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED ATTACHMENT FIVETO
REVISED APPENDIX ONE
VALLEY WATER PROCEDURES AND WORK INSTRUCTIONS

Reference #	Document Title
1	Capital Project Delivery – Document #Q-751-013
2	Create Work Plan – Document #W75102
3	Planning Phase WBS Item Descriptions and Instructions – Document #W73002
4	Environmental Planning – Document #Q520D01
5	Purpose of Environmental Planning and CEQA – Document #W520M01
6	CEQA Documentation Guidelines – Document #W-520-070
7	Mitigation Monitoring and Reporting Programs – Document #W520M03
8	Responsible Agency – Document #W-520-069
9	Best Management Practices Handbook – Document #W-751-037
10	Design Phase WBS Item Descriptions and Instructions – Document #W73004

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DIVISION OF SAFETY OF DAMS (DSOD) - INTERIM HYDROLOGY POLICY (6/21/2012)

SOD policy after the 1999 release of HMR 58/59 was to not actively require new hydrology studies as a result of the updated HMR. If a new dam was proposed or major work was being performed that affected the spillway, then those projects would be analyzed under HMR 59 with the requirement of 1.5 feet of residual freeboard.

Also, if dam owners initiated an updated hydrological study on their own using HMR 59, we would then follow and do our evaluation of the spillway with HMR 59.

Otherwise, dams that were previously analyzed using HMR 36 and were able to pass the PMF without overtopping the dam were considered adequate. If a dam was not able to pass the PMF based on HMR 36, then the spillway remediation would need to be designed to pass the PMF based on HMR 59.

So, now after learning more about the methodologies used to derive HMR 59 and the fact that the NOAA Atlas 14 has recently been released, DSOD is in a transition period with our hydrology policy with respect to HMR 59.

DSOD still requires as before that new dams and major projects be designed under HMR 59, and if an existing dam previously analyzed using HMR 36 can adequately pass a PMF, then no additional work is required at this time.

If an existing dam was previously shown to not adequately pass a PMF based on HMR 36 (overtops the dam), then the dam owner has the following options to consider. It may be advantageous for the dam owner to do a phased approached in evaluating the level of study required as outlined below:

1. Using HMR 59, determine if the precipitation is higher or lower than that of HMR 36. In some areas, HMR 59 is similar to HMR 36 or may show a reduction. If HMR 59 is equal to or lower than HMR 36, then the adequacy of the spillway is based on HMR 59.
2. If the results from HMR 59 are higher than HMR 36, then the owner can either remediate the spillway with those results which may be conservative, or develop a modified HMR 59 accounting for the updated NOAA Atlas 14 data as compared to NOAA Atlas 2 data. In this approach, the results from the HMR 36 should be used as a lower bound in evaluating the results from the modified HMR 59 study. If the results are reasonable, then the modified HMR 59 may be used as the basis for the PMF to evaluate the adequacy of the spillway.
3. Lastly, if the modified HMR 59 study continues to show a significant increase in precipitation as compared to HMR 36, then the dam owner may chose to have a SSPMP analysis performed. If this option is chosen, then the input parameters and methods used need to be thoroughly discussed with us before initiating the study. Results of the SSPMP may or may not be accepted based on the reasonableness of the results compared to HMR 36, historical storms, etc. It would be advantageous for the dam owner to have an independent technical advisor to review the parameters and methodologies used by the consultant performing the SSPMP study since there currently is not a standardization in place for SSPMP studies.

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED ATTACHMENT SEVEN TO
REVISED APPENDIX ONE
QEMS FACT SHEET

Fact sheet

Quality and Environmental Management System (QEMS)

Santa Clara Valley Water District

What is ISO?

The International Organization for Standardization (ISO) is the world's largest developer of voluntary international standards, which are state of the art specifications for products, services, and good practices, helping make industry more efficient and effective. For the Santa Clara Valley Water District's (district) customers and public, this means greater confidence in consistent, high quality products and services the district provides.

The district has extensive history of ISO commitment, having first been registered to ISO 9001 in 2002 for Quality Management Systems and to ISO 14001 in 2004 for Environmental Management Systems.

Principles of ISO

- *Customer Focus: take care of your customers*
- *Leadership on purpose and direction: requires Management's attention*
- *Involvement of people at all levels: everyone is involved*
- *Process approach to resources and activities: process consistency and stability*
- *Systems approach to management: plan the work; work the plan*
- *Continual improvement as a permanent objective: seek regular, constant improvement*
- *Factual approach to decision making: ensure the facts before making decisions*
- *Mutually beneficial relationships: if they fail, then the organization fails*

What are the Benefits of ISO?

- *Improves efficiency and productivity*
- *Reduces variation, waste, inefficiencies, and defects*
- *Facilitates continual improvement*
- *Improves process consistency and stability*
- *Improves employee motivation and participation*
- *Improves customer confidence and satisfaction*
- *Improves conformity to quality and environmental requirements*

District's Quality and Environmental Policy

The Santa Clara Valley Water District is committed to organizational excellence and environmental stewardship, and as such, maintains an integrated Quality and Environmental Management System (QEMS) conforming to ISO standards. The QEMS supports the organization's continual improvement through the development of a robust employee knowledge base, which ensures continuity of daily operations and facilitates succession planning. Compliance with this policy is the responsibility of each individual working for or on behalf of the District.

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AMENDMENT NO. 4 TO AGREEMENT A3675A
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QEMS FACT SHEET

Fact sheet

Quality and Environmental Management System (QEMS)

Santa Clara Valley Water District

Purpose:

- ***Provide Silicon Valley safe, clean water for a healthy life, environment, and economy.***

Customers:

- ***Meet customer requirements and enhance customer satisfaction.***

Environmental Stewardship:

- ***Provide environmental stewardship through prevention of pollution and minimizing and managing environmental impacts by setting and regularly reviewing quality and environmental objectives.***

Continual Improvement:

- ***Ensure the QEMS is regularly monitored and improved in accordance with ISO requirements to ensure that all District products and services offer the highest level of quality while maximizing the District's environmental stewardship efforts.***

Compliance:

- ***Compliance with Board policies and statutory and regulatory requirements related to the District's quality and environmental processes.***

Policy, Objectives, and Targets:

- ***Ensure this policy is documented, maintained, and implemented, and, in addition to the District's quality and environmental objectives and targets, reviewed for continuing suitability through periodic Management Reviews.***

Awareness and Competence:

- ***Ensure, through workforce development, training, communication, and succession planning, that each individual working for and on behalf of the District has the awareness, skills, and knowledge to carry out this policy in a manner that maximizes effectiveness, ensures continuity of daily operations, promotes continual improvement, and contributes to environmental stewardship.***

Public:

- ***Ensure this policy is available to the public.***

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AMENDMENT NO. 4 TO AGREEMENT A3675A
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QEMS FACT SHEET

Fact sheet

Quality and Environmental Management System (QEMS)

Santa Clara Valley Water District

District's Significant Environmental Aspects

For each type of activity, product, or service, the district has identified its unique environmental aspects and determined the most significant environmental aspects that have or could have a significant environmental impact.

Management recognizes the following two major activities, within the scope of the QEMS, as having or could have a significant impact on the environment:

Bulk Chemical Storage

The district water treatment plants utilize several bulk chemicals in the water treatment process. The chemical of greatest concern, which could create a significant impact, is 19.5% aqueous ammonia. This chemical is regulated under the California Accidental Release Program. This chemical is singled out for greater control because accidental releases have the potential to create offsite consequences that could spread to residential neighborhoods adjacent to the water treatment plants.

Construction of water utility and flood protection capital projects.

Construction of water utility infrastructure and flood protection projects can involve significant changes to riparian environments and other landforms. The district recognizes the impact of these changes by integrating projects into watersheds as a whole, ensuring that ecological functions and processes are supported, ensuring that the quality and availability of water are protected for ecological and water supply functions, and that environmental impacts of projects are avoided, minimized, or mitigated.

District's Quality and Environmental Objectives

The district has identified operational objectives throughout the organization. Specifically, in support of ISO, the district analyzes and determines goals for meeting customer product requirements and overall environmental goals consistent with the environmental policy.

The following in-scope quality and environmental objectives act as a general framework for continual improvement in the organization.

Quality Objectives:

- ***Prepare and respond effectively to flood emergencies countywide to protect life and property***
- ***Respond effectively to historic drought conditions***
- ***Reliable high quality drinking water is delivered***

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED ATTACHMENT SEVEN TO
REVISED APPENDIX ONE
QEMS FACT SHEET

Fact sheet

Quality and Environmental Management System (QEMS)

Santa Clara Valley Water District

- *Maintain effective relationships with the retailer and other stakeholder to ensure high quality, reliable drinking water.*
- *Provide natural flood protection for residents, businesses, and visitors by removing parcels from flooding, applying an integrated watershed management approach that balances environmental quality and protection from flooding.*

Environmental Objectives:

- *Prepare for and respond to emergencies that threaten local waterways.*
- *Reduce greenhouse gas emissions to achieve carbon neutrality by 2020.*

Environmental Impacts

Pollution prevention is the cornerstone of ISO's environmental standard. ISO requires that every individual working for or on behalf of the District is responsible for being aware of how their work could impact or potentially impact the environment. ISO specifies that staff, vendors, and contractors are aware of the QEMS policy, the District's significant environmental aspects, and the impacts of their work on the environment. Processes and programs are designed and implemented to help control environmental impacts resulting from District operations and therefore, deviating from these could have unintended adverse impacts on the environment.

Assessing the QEMS for Effectiveness

To ensure that the district is continually improving its QEMS and conforms to the ISO standards, regularly scheduled audits of the system are conducted by an external third-party. This organization, known as a registrar, audits the QEMS and makes findings based on interviews and review of district procedures and records. Any deviations from the ISO standards are captured as non-conformities and require the district to take the necessary corrective and preventive actions to prevent reoccurrence. If the district is found to be in conformance to the ISO standards of which it is registered, the registrar recommends certification.

For More Information:

Your District contact can provide more information or answer any questions.

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

I. GENERAL (UNCHANGED)

Payment for all services performed by Consultant to the satisfaction of Valley Water as described in Appendix One and Revised Appendix One - Scope of Services for this Agreement will be based on the Total Not-to-Exceed (NTE) Fees stated in this Revised Appendix Two for the completion of the associated tasks. Valley Water will make payments to the Consultant according to the terms provided for in this Revised Appendix Two. Payments made by Valley Water to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, subconsultant(s), and equipment including reimbursable, travel, and per diem expenses incurred by the Consultant to complete the work.

II. TOTAL AUTHORIZED FUNDING (REVISED)

Total payment for services performed, as described in Appendix One and Revised Appendix One - Scope of Services, will not exceed a total amount of **$14,818,434** during the term of this Agreement. Under no conditions will the total compensation to the Consultant exceed this 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. The Consultant guarantees that it will complete the contracted Scope of Services for the Total NTE Amount stated herein.

III. COST BREAKDOWN (REVISED)

The not-to-exceed 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 Appendix One and Revised Appendix One of this Agreement.

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN (REVISED)

Task	Description	Original Total Fixed NTE Fees	Amendment No. 1 NTE Fee	Amendment No. 2 NTE Fee	Amendment No. 3 NTE Fee	Amendment No. 4 NTE Fee	Amendment No. 5 NTE Fee	Amendment No. 6 NTE Fee	Revised Total Fixed NTE Fee
1	Project Management	$559,722	-	$420,921	-	$368,904	-	$806,663	$2,156,210
2	Planning Study	$1,642,112	-	-	-	-	-	-	$1,642,112
3	Environmental Documentation and Permit Support	$1,529,310	-	$279,052		$841,066	-	$4,525,180	$7,174,608
4	Develop On-site Borrow and Spoil Requirements	$360,862	-	-		-	-	-	$360,862
5	Design Support	$120,339	-	$16,038		-	-	$31,766	$168,143
6	**Supplemental Services**								
		$691,485	-	$600,000	-	$1,500,000	-	$525,014	$3,317,128
Total Not-to-Exceed Amount		**$4,903,830**	**$0**	**$1,316,011**	**$0**	**$2,709,970**	**$0**	**$5,888,623**	**$14,818,434**

NOTES: Amendment Nos. 1, 3 and 5 were no-cost amendments.

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IV. TERMS AND CONDITIONS (UNCHANGED)

A. Payments for work completed, as described in Revised Appendix One and Revised Appendix One, Scope of 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 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 twelve (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 ninety (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 twelve (12) months of the “Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)” as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.0%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water Deputy Operating Officer.

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

HOURLY RATE SCHEDULE

Classification/Staff	Original Rates	Effective 10/01/16	Effective 10/01/18	Effective 6/01/20	Effective 1/1/21	Effective 01/01/22
PRIME – GEI INC						
Senior Consultant-Grade 8	$239	$243.78	$248.66	$253.63	$258.70	$263.88
Senior Professional-Grade 7	$212	$216.24	$220.56	$224.98	$229.48	$234.07
Senior Professional-Grade 6	$179	$182.58	$186.23	$189.96	$193.76	$197.63
Senior Professional-Grade 5	$157	$160.14	$163.34	$166.61	$169.94	$173.34
Project Professional-Grade 4	$133	$135.66	$138.37	$141.14	$143.96	$146.48
Project Professional-Grade 3	$118	$120.36	$122.77	$125.22	$127.73	$130.28
Staff Professional-Grade 2	$108	$110.16	$112.36	$114.61	$116.90	$119.24
Staff Professional-Grade 1	$98	$99.96	$101.96	$104.00	$106.08	$108.20
Principal Engineer (Grade 8)	-	-	-	-	-	
Senior Engineer (Grade 5)	-	-	-	-	-	
Principal Environmental Consultant (Grade 8)	-	-	-	-	-	
Senior Environmental Professional II (Grade 7)	-	-	-	-	-	
Senior Environmental Professional I (Grade 5)	-	-	-	-	-	
Project Environmental Professional (Grade 4)	-	-	-	-	-	
Senior CADD Drafter and Designer	$118	$120.36	$122.77	$125.22	$127.73	$130.28
CADD Drafter/Designer and Senior Technician	$108	$110.16	$112.36	$114.61	$116.90	$119.24
Technician, Word Processor, Administrative Staff	$88	$89.76	$91.56	$93.39	$95.25	$97.16

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Effective 10/01/16	Effective 10/01/18	Effective 6/01/20	Effective 1/1/21	Effective 01/01/22
SUBCONSULTANT(S)						
URS Corporation						
Principal	$232	$236.67	$241.40	$246.23	$251.16	$256.18
Principal Engineer/Geologist/Scientist	$200	$204.00	$208.08	$212.24	$216.49	$220.82
Senior Project Engineer/Geologist/Scientist IV	$170	$173.40	$176.87	$180.41	$184.01	$187.69
Senior Project Engineer/Geologist/Scientist III	$160	$163.20	$166.46	$169.79	$173.19	$176.65
Senior Project Engineer/Geologist/Scientist II	$140	$142.80	$145.66	$148.57	$151.54	$154.57
Senior Staff GIS/CADD	$129	$131.58	$134.21	$136.90	$139.63	$142.43
Senior Project Engineer/Geologist/Scientist I	$125	$127.50	$130.05	$132.65	$135.30	$138.01
Project Engineer/Geologist/Scientist	$115	$117.30	$119.65	$122.04	$124.48	$126.97
Senior Engineer/Geologist/Scientist II	$110	$112.20	$114.44	$116.73	$119.07	$121.45
Senior Engineer/Geologist/Scientist I	$100	$102.00	$104.04	$106.12	$108.24	$110.41
Staff Engineer/Geologist/Scientist II	$90	$91.80	$93.64	$95.51	$97.42	$99.37
Staff GIS/CADD	$85	$86.70	$88.43	$90.20	$92.01	$93.85
Staff Engineer/Geologist/Scientist I	$85	$86.70	$88.43	$90.20	$92.01	$93.85
Administrative Professional	$70	$71.40	$72.83	$74.28	$75.77	$77.29
Cal Engineering & Geology						
Principal Engineer or Geologist	$198	$201.96	$206.00	$210.12	$214.32	$218.61
Consulting Geotechnical Engineer	$195	$198.90	$202.88	$206.94	$211.07	$215.30
Associate Engineer		$196.32	$192.47	$196.32	$200.25	$204.25
Senior Engineer or Geologist	$140	$142.80	$145.66	$148.57	$151.54	$154.57
Project Engineer or Geologist	$110	$112.20	$114.44	$116.73	$119.07	$121.45
Staff Engineer or Geologist	$95	$96.90	$98.84	$100.81	$102.83	$104.89

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Effective 10/01/16	Effective 10/01/18	Effective 6/01/20	Effective 1/1/21	Effective 01/01/22
Field Technician (Prevailing Wage)	$105	$107.10	$109.24	$111.43	$113.66	$115.93
Project Assistant	$70	$71.40	$72.83	$74.28	$75.77	$77.29
David Ford Consulting Engineers						
Principal	$265.78	$271.10	$276.52	$282.05	$287.69	$293.44
Sr H&H Engineer	$188.61	$192.38	$196.23	$200.15	$204.16	$208.24
Mid-level H&H Engineer	$131.60	$134.23	$136.92	$139.65	$142.45	$145.30
Jr H&H Engineer	$88.41	$90.18	$91.98	$93.82	$95.70	$97.61
Project Coordinator	$88.59	$90.36	$92.17	$94.01	$95.89	$97.81
Admin/Clerical	$66.87	$68.21	$69.57	$70.96	$72.38	$73.83
Planner/technical writer	$111.67	$113.90	$116.18	$118.51	$120.88	$123.29
H.T. Harvey & Associates						
Principal	$215	$219.30	$223.69	$228.16	$232.72	$237.38
Principal (Sr. Wetlands/Plant Ecologist)	$215	$219.30	$223.69	$228.16	$232.72	$237.38
Associate (Restoration Ecologist)	-	-	-	$189.96	$193.76	$197.63
Sr. Ecologist 2	-	-	-	$169.59	$172.98	$176.44
Sr. Ecologist 1 (Project Manager/Wildlife Ecologist)	$147	$149.94	$152.94	$156.00	$159.12	$162.30
Sr. Ecologist 1 (Herpetologist)	$147	$149.94	$152.94	$156.00	$159.12	$162.30
Ecologist 1 (Plant Ecologist)	$116	$118.32	$120.69	$123.10	$125.56	$128.07
Sr. GIS Analyst				$125.46	$127.97	$130.53
GIS Specialist	$105	$107.10	$109.24	$111.43	$113.66	$115.93
Support	$80	$81.60	$83.23	$84.89	$86.59	$88.33
JDH Corrosion Consultants, Inc.						
Principal-Project Manager	$191.40	$195.23	$199.13	$203.12	$207.18	$211.32
Asst. Project Manager	$175.45	$178.96	$182.54	$186.19	$189.91	$193.71

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Effective 10/01/16	Effective 10/01/18	Effective 6/01/20	Effective 1/1/21	Effective 01/01/22
Project Engineer	$127.28	$129.83	$132.42	$135.07	$137.77	$140.53
Sr. Corrosion Tech.	$127.28	$129.83	$132.42	$135.07	$137.77	$140.53
Project Engineer	$143.55	$146.42	$149.35	$152.34	$155.38	$158.49
Field Engineer	$98.12	$100.08	$102.08	$104.13	$106.21	$108.33
Field Technician	$109.96	$112.16	$114.40	$116.69	$119.02	$121.40
Field Technician	$111.65	$113.88	$116.16	$118.48	$120.85	$123.27
Drafting – AutoCAD	$95.70	$97.61	$99.57	$101.56	$103.59	$105.66
Pacific Geotechnical Engineering						
Supervising Engineer	$177	$180.54	-	-	-	-
Senior Geologist	$156	$159.12	-	-	-	-
Project Geologist	$131	$133.62	-	-	-	-
Senior Engineer	$156	$159.12	-	-	-	-
Staff Geologist	$91	$92.82	-	-	-	-
Staff Geologist	$91	$92.82	-	-	-	-
Geologist	$121	$123.42	-	-	-	-
Drafting	$76	$77.52	-	-	-	-
PHA Transportation Consultants						
Principal	$160	$163.20	$166.20	$169.79	$173.19	$176.65
Senior Engineer	$140	$142.80	$145.66	$148.57	$151.54	$154.57
TRA Environmental Sciences, Inc.						
Senior Project Manager	$160	$163.20	$166.46	$169.79	$173.19	$176.65
Senior Biologist II	$140	$142.80	$145.66	$148.57	$151.54	$154.57
Senior Analyst II	$140	$142.80	$145.66	$148.57	$151.54	$154.57
Analyst III	$110	$112.20	$114.44	$116.73	$119.07	$121.45
Support Staff	$75	$76.50	$78.03	$79.59	$81.18	$82.81

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Effective 10/01/16	Effective 10/01/18	Effective 6/01/20	Effective 1/1/21	Effective 01/01/22
Underwater Resources, Inc.						
Project Manager	$135/hr.	$137.70	$140.45	$143.26	$146.13	$149.05
Diving Supervisor	$1,100/shift	$1,122.00/Shift	$1,144.44/Shift	$1,167.33/Shift	$1,190.6/Shift	$1,214.49/Shift
Diving Supervisor OT	$170/OT hr.	$173.40/OT hr.	$176.87/OT hr.	$180.41/OT hr.	$184.01/OT hr.	$187.69/OT hr.
Diver	$1,640/shift	$1,672.80/shift	$1,706.26/shift	$1,740.39/shift	$1,775.19/shift	$1,810.69/shift
Diver OT	$265/hr.	$270.30	$275.71	$281.22	$286.84	$292.58
Shop Labor	$85/hr.	$86.70	$88.43	$90.20	$92.01	$93.85

Classification/Staff	Original Rates	Effective 01/01/22	Effective 03/01/23	Effective 01/01/24	Current Rates Effective 01/01/2025
PRIME – GEI INC					
Senior Consultant-Grade 8	$239	$263.88	$269.15	$274.54	$280.03
Senior Professional-Grade 7	$212	$234.07	$238.75	$243.52	$248.39
Senior Professional-Grade 6	$179	$197.63	$201.58	$205.61	$209.73
Senior Professional-Grade 5	$157	$173.34	$176.81	$180.34	$183.95
Project Professional-Grade 4	$133	$146.48	$149.78	$152.78	$155.83
Project Professional-Grade 3	$118	$130.28	$132.89	$135.54	$138.26
Staff Professional-Grade 2	$108	$119.24	$121.63	$124.06	$126.54
Staff Professional-Grade 1	$98	$108.20	$110.36	$112.57	$114.82

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Effective 01/01/22	Effective 03/01/23	Effective 01/01/24	Current Rates Effective 01/01/2025
Principal Engineer (Grade 8)	-	-	-		$352.76
Senior Engineer (Grade 5)	-	-	-		$232.86
Principal Environmental Consultant (Grade 8)	-	-	-		$316.09
Senior Environmental Professional II (Grade 7)	-	-	-		$272.50
Senior Environmental Professional I (Grade 5)	-	-	-	-	$195.22
Project Environmental Professional (Grade 4)	-	-	-	-	$164.50
Senior CADD Drafter and Designer	$118	$130.28	$132.89	$135.54	$138.26
CADD Drafter/Designer and Senior Technician	$108	$119.24	$121.63	$124.06	$126.54
Technician, Word Processor, Administrative Staff	$88	$97.16	$99.10	$101.08	$103.11
SUBCONSULTANT(S)					
URS Corporation					
Principal	$232	$256.18	$261.30	$266.53	$271.86
Principal Engineer/Geologist/Scientist	$200	$220.82	$225.23	$229.74	$234.33
Senior Project Engineer/Geologist/Scientist IV	$170	$187.69	$191.45	$195.28	$199.18
Senior Project Engineer/Geologist/Scientist III	$160	$176.65	$180.19	$183.79	$187.47
Senior Project Engineer/Geologist/Scientist II	$140	$154.57	$157.66	$160.82	$164.03
Senior Staff GIS/CADD	$129	$142.43	$145.27	$148.18	$151.14
Senior Project Engineer/Geologist/Scientist I	$125	$138.01	$140.77	$143.59	$146.46
Project Engineer/Geologist/Scientist	$115	$126.97	$129.51	$132.10	$134.74
Senior Engineer/Geologist/Scientist II	$110	$121.45	$123.88	$126.36	$128.88
Senior Engineer/Geologist/Scientist I	$100	$110.41	$112.62	$114.87	$117.17

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Effective 01/01/22	Effective 03/01/23	Effective 01/01/24	Current Rates Effective 01/01/2025
Staff Engineer/Geologist/Scientist II	$90	$99.37	$101.35	$103.38	$105.45
Staff GIS/CADD	$85	$93.85	$95.72	$97.64	$99.59
Staff Engineer/Geologist/Scientist I	$85	$93.85	$95.72	$97.64	$99.59
Administrative Professional	$70	$77.29	$78.83	$80.41	$82.02
Cal Engineering & Geology					
Principal Engineer or Geologist	$198	$218.61	$222.98	$227.44	$231.99
Consulting Geotechnical Engineer	$195	$215.30	$219.60	$223.99	$228.47
Associate Engineer		$204.25	$208.34	$212.51	$216.76
Senior Engineer or Geologist	$140	$154.57	$157.66	$160.82	$164.03
Project Engineer or Geologist	$110	$121.45	$123.88	$126.36	$128.88
Staff Engineer or Geologist	$95	$104.89	$106.99	$109.13	$111.31
Field Technician (Prevailing Wage)	$105	$115.93	$118.25	$120.61	$123.02
Project Assistant	$70	$77.29	$78.83	$80.41	$82.02
David Ford Consulting Engineers					
Principal	$265.78	$293.44	$299.31	$305.30	$311.40
Sr H&H Engineer	$188.61	$208.24	$212.41	$216.65	$220.99
Mid-level H&H Engineer	$131.60	$145.30	$148.20	$151.17	$154.19
Jr H&H Engineer	$88.41	$97.61	$99.56	$101.56	$103.59
Project Coordinator	$88.59	$97.81	$99.77	$101.76	$103.80
Admin/Clerical	$66.87	$73.83	$75.31	$76.81	$78.35
Planner/technical writer	$111.67	$123.29	$125.76	$128.27	$130.84
H.T. Harvey & Associates					
Principal	$215	$237.38	$242.12	$246.97	$251.91
Principal (Sr. Wetlands/Plant Ecologist)	$215	$237.38	$242.12	$246.97	$251.91
Associate (Restoration Ecologist)	-	$197.63	$201.58	$205.61	$209.73
Sr. Ecologist 2	-	$176.44	$179.97	$183.56	$187.24
Sr. Ecologist 1 (Project Manager/Wildlife Ecologist)	$147	$162.30	$165.55	$168.86	$172.23
Sr. Ecologist 1 (Herpetologist)	$147	$162.30	$165.55	$168.86	$172.23

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Effective 01/01/22	Effective 03/01/23	Effective 01/01/24	Current Rates Effective 01/01/2025
Ecologist 1 (Plant Ecologist)	$116	$128.07	$130.63	$133.25	$135.91
Sr. GIS Analyst		$130.53	$133.14	$135.80	$138.52
GIS Specialist	$105	$115.93	$118.25	$120.61	$123.02
Support	$80	$88.33	$90.09	$91.89	$93.73
JDH Corrosion Consultants, Inc.					
Principal-Project Manager	$191.40	$211.32	$215.55	$219.86	$224.26
Asst. Project Manager	$175.45	$193.71	$197.59	$201.54	$205.57
Project Engineer	$127.28	$140.53	$143.34	$146.20	$149.13
Sr. Corrosion Tech.	$127.28	$140.53	$143.34	$146.20	$149.13
Project Engineer	$143.55	$158.49	$161.66	$164.89	$168.19
Field Engineer	$98.12	$108.33	$110.50	$112.71	$114.96
Field Technician	$109.96	$121.40	$123.83	$126.31	$128.84
Field Technician	$111.65	$123.27	$125.74	$128.25	$130.82
Drafting – AutoCAD	$95.70	$105.66	$107.77	$109.93	$112.13
Pacific Geotechnical Engineering					
Supervising Engineer	$177	-	-	-	-
Senior Geologist	$156	-	-	-	-
Project Geologist	$131	-	-	-	-
Senior Engineer	$156	-	-	-	-
Staff Geologist	$91	-	-	-	-
Staff Geologist	$91	-	-	-	-
Geologist	$121	-	-	-	-
Drafting	$76	-	-	-	-
PHA Transportation Consultants					
Principal	$160	$176.65	$180.19	$183.79	$187.47
Senior Engineer	$140	$154.57	$157.66	$160.82	$164.03
TRA Environmental Sciences, Inc.					
Senior Project Manager	$160	$176.65	$180.19	$183.79	$187.47
Senior Biologist II	$140	$154.57	$157.66	$160.82	$164.03

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Effective 01/01/22	Effective 03/01/23	Effective 01/01/24	Current Rates Effective 01/01/2025
Senior Analyst II	$140	$154.57	$157.66	$160.82	$164.03
Analyst III	$110	$121.45	$123.88	$126.36	$128.88
Support Staff	$75	$82.81	$84.46	$86.15	$87.87
Underwater Resources, Inc.					
Project Manager	$135/hr.	$149.05	$152.03	$155.07	$158.17
Diving Supervisor	$1,100/shift	$1,214.49/ Shift	$1,238.78/ Shift	$1,263.55/Shift	$1,288.83
Diving Supervisor OT	$170/OT hr.	$187.69/OT hr.	$191.45/OT hr.	$195.28/OT hr.	$199.18
Diver	$1,640/shift	$1,810.69/shift	$1,846.91/ shift	$1,883.84/shift	$1,921.52
Diver OT	$265/hr.	$292.58	$298.43	$304.40	$310.49
Shop Labor	$85/hr.	$93.85	$95.72	$97.64	$99.59
Stillwater Sciences					
Principal-in-Charge	-	-	-	-	$272
Principal Scientist/Engineer	-	-	-	-	$238
Senior Scientist/Engineer	-	-	-	-	$214
Associate Scientist/Engineer	-	-	-	-	$191
Assistant Scientist/Engineer	-	-	-	-	$169
Scientist II	-	-	-	-	$152
Scientist I	-	-	-	-	$140
Senior Technician II	-	-	-	-	$123
Senior Technician I	-	-	-	-	$108
Technical Administrative	-	-	-	-	$86
Ascent					
Principal III	-	-	-	-	$390
Principal II	-	-	-	-	$330
Principal I	-	-	-	-	$290
Director III (Air/Noise Services)/ Technical Lead III	-	-	-	-	$290

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Effective 01/01/22	Effective 03/01/23	Effective 01/01/24	Current Rates Effective 01/01/2025
Director II (Air/Noise Services)/ Technical Lead II	-	-	-	-	$275
Director I (Air/Noise Services)/Technical Lead I	-	-	-	-	$265
Senior Project Manager II	-	-	-	-	$225
Senior Project Manager I	-	-	-	-	$200
Project Manager	-	-	-	-	$185
Senior Air Quality/Noise Specialist III	-	-	-	-	$265
Senior Air Quality/Noise Specialist II	-	-	-	-	$225
Senior Air Quality/Noise Specialist I	-	-	-	-	$200
Air Quality/Noise Specialist III	-	-	-	-	$185
Air Quality/Noise Specialist II	-	-	-	-	$155
Air Quality/Noise Specialist I	-	-	-	-	$140
Intern	-	-	-	-	$115
Senior GIS Specialist	-	-	-	-	$195
GIS Specialist	-	-	-	-	$165
GIS/Graphics Specialist	-	-	-	-	$140
Document Production Manager/Technical Editor II	-	-	-	-	$165
Document Production Manager/Technical Editor I	-	-	-	-	$155
Senior Publishing Specialist	-	-	-	-	$150
Publishing Specialist	-	-	-	-	$130
Project Accountant, Contracts Administrator II	-	-	-	-	$165
Project Accountant, Contracts Administrator I	-	-	-	-	$150
Office Administrator, Project Assistant, Admin Assistant	-	-	-	-	$115

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B. Upon the written approval of Valley Water's Deputy Operating Officer stated herein, unused fees from a completed or cancelled task may be reallocated to an uncompleted task provided that the Agreement Total Not-to-Exceed Amount is not exceeded. Transferring fees from an uncompleted task to another task will not be permitted.

C. Upon the written approval of Valley Water's Deputy Operating Officer referenced herein, the scope of services described in a task may be reduced or eliminated. If the scope of services is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.

D. Any reduction or elimination 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. Expenses incurred by the Consultant for subconsultants providing professional services and for subcontractor, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all lab services regardless of cost.

F. All other direct expenses not included in overhead including, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, will be billed monthly at cost linked to each Agreement Task, as approved by Valley Water's Project Manager.

G. Reimbursable Expenses

1. Automobile travel mileage expenses will be paid at the current IRS rate. Valley Water will not reimburse Consultant and its subconsultants for mileage and travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. 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) community outreach meetings, partnering meetings, Dispute Review Board meetings, and meetings with regulatory agencies, if directed or authorized by Valley Water.

2. Travel, including air travel, overnight accommodations, and 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 for such travel has been obtained from Valley Water Project Manager. For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is required, Valley Water will pay the total cost of taxi,

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rideshare or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager for a different type of vehicle.

H. Consultant's monthly invoices will be prepared in accordance with the terms of this Revised Appendix Two and the Standard Consultant Agreement Section IV, Fees and Payments, and represent work performed and reimbursable costs incurred during the identified billing period and will be consistent with Appendix One and Revised Appendix One and include the following:

1. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.

2. Direct charges by Scope of Service Task.

3. Consultant's summary of the amount Consultant has been billed by their subconsultants and subcontractors and further detailed by Scope of Service Task.

4. Direct charges must reflect actual fees versus the Agreement not to exceed fees in this Revised Appendix Two.

I. Before submitting monthly invoices, the Monthly Progress Report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.

J. Invoices will include a summary of labor expenditures, direct costs, and billed subconsultant charges. Billing statements, transmitted separately from the Monthly Progress Reports, will be organized such that the billing categories correspond with the Scope of Services tasks.

K. Valley Water's Project Manager will review invoice within five (5) working days of receipt, address any questions with Consultant's Construction Manager, and approve the undisputed amount of the invoice within ten (10) working days of receipt of the invoice. Valley Water will pay undisputed invoices within thirty (30) calendar days from date invoice is approved by Valley Water's Project Manager.

L. Prevailing Wages

1. 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.

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2. Labor Code §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

3. The 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.

4. 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.

5. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the 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.

6. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement such as certified payroll records must be made available for audit at no cost to Valley Water, at any time during regular business hours, upon written request by Valley Water.

7. **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, the 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.

M. Consultant's services will be performed by its staff members and subconsultants' staff members at the lowest hourly rates commensurate with the complexity of the required services.

N. Consultant's attention is directed to Section IV of the Revised Standard Consultant Agreement regarding Fees and Payments and the corresponding retention clause.

O. Small Business Enterprise (SBE) Participation

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

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 percent or more of the Total Not to Exceed Amount stated in this Revised Appendix Two and Consultant agrees to use its best efforts to meet this goal. With each monthly progress report, Consultant shall provide level of Small Business Enterprise (SBE) participation.

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of the Standard Consultant Agreement portion of this Agreement. The term of this Agreement expires **June 30, 2028**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.

2. Consultant will commence Tasks listed in Appendix One and Revised Appendix One of this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by Valley Water.

3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with the Project Schedule table as shown below. 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.

4. 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. Consultant's attention is directed to Valley Water's Revised Standard Consultant Agreement, Section VII. Delays and Extensions.

5. Project Delays - The Consultant will make all reasonable efforts to comply with the Project Schedule as shown here in Revised Appendix Three. In the event the Project Schedule will be delayed, Consultant will notify Valley Water 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 in its discretion grant a reasonable adjustment in the Project Schedule. This language will prevail should any conflict or discrepancy occur between this provision and the Revised Standard Consultant Agreement portion of this Agreement, Section VII. Delays and Extensions.

6. Valley Water's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as a written administrative modification to the Agreement and such approval will be confirmed in writing.

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

PROJECT SCHEDULE (REVISED)

Task	Description	Duration from NTP
1	Project Management Services	Duration of the Agreement
1.1	Planning Phase Work Plan - Calero and Guadalupe Dams Combined	Duration of the Agreement
2.1.3	Problem Definition Report - Calero Dam	5 months from NTP (Completed)
2.1.3	Problem Definition Report - Guadalupe Dam	7 months from NTP (Completed)
2.2.5	Planning Study Report - Calero Dam	12 months from NTP (Completed)
2.2.5	Planning Study Report - Guadalupe Dam	14 months from NTP (Completed)
2.2.6	Transition Reports - Calero Dam	13 months from NTP (Completed)
2.2.6	Transition Reports - Guadalupe Dam	15 months from NTP (Completed)
3.4.4	Draft Environmental Impact Report - Calero Dam	Duration of the Agreement
3.4.4	Draft Environmental Impact Report - Guadalupe Dam	Duration of the Agreement
3.6	Final Environmental Impact Report - Calero Dam	Duration of the Agreement
3.6	Final Environmental Impact Report - Guadalupe Dam	Duration of the Agreement
3.7	Regulatory Permitting	Duration of the Agreement
4	Develop On-site Borrow and Spoil Requirements - Calero Dam	5 months from NTP (Completed)
4	Develop On-site Borrow and Spoil Requirements - Guadalupe Dam	7 months from NTP (Completed)
5	Design Support	Duration of the Agreement
6	Supplemental Services	Duration of the Agreement

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. Valley Water 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 Revised Appendix Four Insurance Requirements.

Without limiting the Consultant's indemnification of, or liability to, the Santa Clara Valley Water Valley Water ("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 Valley Water with copies of all original endorsements affecting coverage required by this Revised 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 Valley Water before the Agreement is executed**.

In the event of a claim or dispute, Valley Water 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 Revised Appendix insurance document.

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

Certificates of Insurance

Consultant shall furnish Valley Water 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 Valley Water Contract Administrator and email a copy to**:** **valleywater@ebix.com**

The certificates will:

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

Santa Clara Valley Water Valley Water
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. A3675A / CAS No. 4479

IMPORTANT: The agreement or CAS number must be included.

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS

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

1. Certificate Holder shall be named as Additional Insured;
2. Valley Water 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 Revised Appendix Four Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the designated Valley Water Contract Administrator that such insurance policy required by this Revised Appendix Four Insurance Requirements is canceled or coverage is reduced.

Maintenance of Insurance

If Consultant fails to maintain such insurance as is called for herein, Valley Water, 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 Valley Water with a current Certificate of Insurance and endorsements within thirty (30) business days from the expiration of insurance.

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: **valleywater@ebix.com**

2. Provide the following information in the "Certificate Holder" box:

Santa Clara Valley Water Valley Water
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. A3675A / CAS No. 4479

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

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General Liability insurance must include:

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

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

$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

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

$5,000,000 per claim/ **$5,000,000** aggregate

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

a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars ($100,000) per occurrence/event.
b. Coverage shall include contractual liability
c. If coverage is claims-made:

    i. Certificate of Insurance shall clearly state that the coverage is claims-made.
    ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
    iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
    iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

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

Statutory California Workers' Compensation coverage covering all work to be performed for Valley Water.

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

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED 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 Valley Water, 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 Valley Water. **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 Valley Water, its Directors, its officers, agents and employees, and Valley Water'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 Valley Water**.**

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 Valley Water'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 Valley Water. At the option of Valley Water, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Valley Water, 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

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insurance companies reasonably acceptable to Valley Water.

7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of Valley Water must not be deemed to release or limit any liability of Consultant. Damages recoverable by Valley Water 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 Valley Water 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:** Valley Water 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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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED 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 **($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	

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	

Appendix IV ConsultantGL2AL2PL5_rev. 7.20.20/CAS rev. 9.8.20

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AMENDMENT NO. 5 TO AGREEMENT A3675A BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND GEI CONSULTANTS INC.

This Amendment No. 5 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A3675A (Agreement) dated August 27, 2013 as amended by Amendment No. 1 dated June 11, 2015, Amendment No. 2 dated April 25, 2017, Amendment No. 3 dated September 3, 2020, and Amendment No. 4 dated October 13, 2020 between SANTA CLARA VALLEY WATER DISTRICT (District or Valley Water) and GEI CONSULTANTS, INC., (Consultant), collectively the Parties.

WHEREAS, Consultant is currently providing professional planning and environmental services for the Calero and Guadalupe Dams Seismic Retrofits (Project); and

WHEREAS, the Agreement currently expires on May 31, 2023; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to allow Consultant to continue to provide additional planning and environmental consulting services for the Project and to make administrative changes to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary in the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4, District and Consultant hereby agree to amend the Agreement as follows:

1. Revised Standard Consultant Agreement, Section II Duties of the Consultant, 8th and 9th paragraphs are revised, and a 10th paragraph is added, to state as follows:

   "**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.

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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.

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."

2. Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, Revised Attachment One, Consultant's Key Staff and Subconsultants, is amended as set forth in the Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, Revised Attachment One, Consultant's Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.

3. Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, Revised Attachment Two, Dispute Resolution, is amended as set forth in the Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, Revised Attachment Two, Dispute Resolution, attached hereto and incorporated herein by this reference.

4. Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, Revised Attachment Three, Task Order Template, is amended as set forth in the Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, Revised Attachment Three, Task Order Template, attached hereto and incorporated herein by this reference.

5. Revised Standard Consultant Agreement, Revised Appendix Two, Fees and Payments, is amended as set forth in the Revised Standard Consultant Agreement, Revised Appendix Two, Fees and Payments, attached hereto and incorporated herein by this reference.

6. Revised Standard Consultant Agreement, Revised Appendix Three, Schedule of Completion, is amended as set forth in the Revised Standard Consultant Agreement, Revised Appendix Three, Schedule of Completion, attached hereto and incorporated herein by this reference.

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7. All other terms and conditions of Agreement A3675A, Amendment No.1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 not otherwise amended herein, remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 5 TO AGREEMENT A3675A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: DocuSigned by: Tony Ndah A1068F9499254F3...

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

Date: 5/23/2023

GEI CONSULTANTS, INC.
Consultant

By: DocuSigned by: William Rettberg 11F9B292EC63401...

William A. Rettberg, P.E.
Senior Vice President

Date: 5/17/2023

Consultant's Address:
180 Grand Avenue, Suite 950
Oakland, CA 94612

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AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

1. Consultant's key staff assigned to the Project are as follows:

Team Member	Project Role	Contact Info
Bill Rettberg-Senior Consultant Grade 8	Project Manager	180 Grand Avenue, Suite 950 Oakland, CA 94612 wrettberg@geiconsultants.com P: (510) 350-2910 C: (510) 910-2201
Mark Freitas-Senior Professional Grade 8	Deputy Project Manager, Engineering Planning, Geotechnical Engineering,	180 Grand Avenue, Suite 950 Oakland, CA 94612 mfreitas@geiconsultants.com P: (510) 350-2906 C: (510) 410-4964
Len Sansone-Senior Professional Grade 8	Geotechnical Engineering, Borrow Studies	180 Grand Avenue, Suite 950 Oakland, CA 94612 lsansone@geiconsultants.com P: (510) 350-2903 C: (510) 407-0513
Steve Verigin-Senior Consultant Grade 8	Principal-in-Charge	180 Grand Avenue, Suite 950 Oakland, CA 94612 sverigin@geiconsultants.com P: (916) 631-4574 C: (916) 365-6124
Alberto Pujol-Senior Consultant Grade 8	QA/QC, Design Support and Design Review	180 Grand Avenue, Suite 950 Oakland, CA 94612 apujol@geiconsultants.com P: (510) 350-2908 C: (510) 551-3959
Dan Wanket-Senior Professional Grade 8	Project Controls, Cost Estimating	180 Grand Avenue, Suite 950 Oakland, CA 94612 dwanket@geiconsultants.com P: (510) 350-2916 C: (510) 913-7901
Matt Powers-Senior Professional Grade 8	Project Engineer	180 Grand Avenue, Suite 950 Oakland, CA 94612 mpowers@geiconsultants.com P: (510) 350-2902 C: (805) 801-8583
Todd Crampton-Senior Professional Grade 8	Engineering Geology	180 Grand Avenue, Suite 950 Oakland, CA 94612 tcrampton@geiconsultants.com P: (510) 350-2934 C: (510) 759-9470

AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Team Member	Project Role	Contact Info
Dave Gutierrez-Senior Consultant Grade 8	Technical and Design Review, DSOD Liaison	180 Grand Avenue, Suite 950 Oakland, CA 94612 dgutierrez@geiconsultants.com P: (916) 631-1799 C: (916) 799-4121
Mark Fortner-Senior Professional Grade 8	Hydraulics and Hydrology	180 Grand Avenue, Suite 950 Oakland, CA 94612 mfortner@geiconsultants.com P: (916) 631-4534 C: (916) 505-4106

2. If necessary and appropriate, Consultant will employ subconsultants it deems appropriate to the complexity and nature of the required Services. All subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain District's approval of all subconsultants. Upon District's request, Consultant must provide copies of all subconsultant contract agreements. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.

   A. The following subconsultants are authorized to work on the Project:

Firm	Project Role	Contact Info
URS	Environmental, CEQA, Permitting, Dam Engineering Support	300 Lakeside Drive, Suite 400 Oakland, CA 94612 Contact: Bill Martin T: (510) 893-3600 P: (510) 874-3020 (direct) Bill.H.Martin@aecom.com
Haley & Aldrich *(Previously known as, Cal Engineering & Geology)* *eff. 4/1/2023)*	Geotechnical Investigations, Geotechnical Engineering	1870 Olympic Boulevard, Suite 100 Walnut Creek, CA 94596 Contact: Phil Gregory, G.E. P: (925) 935-9771 pgregory@caleng.com
H. T. Harvey & Associates	CEQA and Permitting Support, Biological Impacts, HCP Compliance	983 University Avenue, Building D Los Gatos, CA 95032 Contact: Steve Rottenborn T: (408) 458-3246 F: (408) 458-3210 P: (408) 722-0931 (direct) srottenborn@harveyecology.com

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AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Firm	Project Role	Contact Info
JDH Corrosion Consultants, Inc.	Corrosion Engineering and Evaluations	100 Willow Pass Court Concord, CA 94520 Contact: J. Darby Howard, Jr. P: (925) 927-6630 ext.121 F: (925) 927-6634 dhoward@jdhcorrosion.com
PHA Transportation Consultants (Pang Ho & Associates)	Traffic and Transportation Impacts	2711 Stuart Street Berkeley, CA 94705 Contact: Pang Ho T: (510) 848-9233 P: (510) 848.9233 pang@pangho.com
MIG, Inc. *(Previously known as,TRA Environmental Sciences, Inc.)*	Environmental, CEQA and Permitting Support, Land Use and Planning, Air Quality/GHG, Noise, Population/Housing, Recreation, Visual, HCP Compliance	2055 Junction Ave., Suite 205 San Jose, CA 95131 Contact: Barbara Beard, Sr. Project Manager T: (650) 327-0429 P: (650) 464-5217 (direct) bbeard@migcom.com
Underwater Resources	Underwater Investigations	Pier 26, The Embarcadero San Francisco, CA 94105 www.underwater-resources.com Contact: Tom Belcher P: (415) 974-5464 F: (415) 974-1749 tbelcher@underwater-resources.com

NOTE:
1. Subconsultant, Cal Engineering & Geology, Inc., now known as Haley & Aldrich, Inc. effective April 1, 2023.
2. Subconsultant, TRA Environmental Services, Inc., now known as MIG, Inc.

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AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

3. Consultant Key Staff and Subconsultants

A. Consultant's key staff and subconsultants assigned to perform the Services are identified in this Revised Appendix One, Scope of Services, Revised Attachment Once, Consultant's Key Staff and Subconsultants.

B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District 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 the District's approval of all subconsultants. Upon the District'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 the District, on written notice from the District, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.

F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.

G. Consultant's Key Staff

The District Project Manager 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. Consultants Subconsultants

1. The District Project Manager 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.

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2. The District'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 the District for such work; such approval will be confirmed in writing.

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AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT TWO
DISPUTE RESOLUTION

1. Consultant's Questions and Concerns

Questions regarding the Terms, Conditions, and Services relating to this Agreement will be decided by the District 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

District 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 borne by District.

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 District 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.

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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.

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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:

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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

1) The mediation shall be terminated:

a. By the execution of a Settlement Agreement by the Parties;

b. By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or

c. 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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5. Compensation for Participation in Mediation

Neither Consultant nor the District is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Consultant and District arising out of this Agreement.

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AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT THREE
TASK ORDER TEMPLATE

Task Order No. _____

Title: _____

Agreement: Standard Consultant Agreement _____ ("Agreement") Between the Santa Clara Valley Water District ("District") and _____ ("Consultant"), dated _____.

District: _____

Consultant: _____

Dollar Amount of Task Order: Not-to-Exceed $_____

1. Upon full execution of this Task Order No. _____, as set forth in the Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, Article V. Additional Terms and Conditions, paragraph E. Task Orders, and the issuance of a Notice to Proceed by the District 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 the District.

   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.

   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 Revised Appendix Two, Fees and Payments. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.

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4. This Task Order will become effective on the date of full execution by authorized representatives of the Parties and remain 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 the District.

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 the District to be "Public Works" requiring the payment of prevailing wages. See Revised Standard Consultant Agreement, Revised Appendix Two, Fees and Payments, Article V. Terms and Conditions, paragraph L. 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 the District'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:

NAME OF CONSULTANT FIRM [PRINT NAME] [PRINT TITLE]	DATE

Signature:

SANTA CLARA VALLEY WATER DISTRICT [PRINT NAME] [PRINT TITLE]	DATE

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AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT FOUR
REFERENCE MATERIALS

Ref No.	Description
1	Santa Clara Valley Water District, April 2012, Supporting Technical Information Document (STID) for Calero Main and Auxiliary Dams
2	Santa Clara Valley Water District, April 2012, Supporting Technical Information Document (STID) for Guadalupe Dam
3	URS Corporation, 2012, Final Report SSE1B-B Volume 1 & Volume 2-Appendices, Seismic Stability Evaluation of Calero Main Dam and Calero Auxiliary Dam, October 26, 2012.
4	URS Corporation, 2012, Final Report SSE1B-C Volume 1 & Volume 2-Appendices, Seismic Stability Evaluation of Guadalupe Dam, May 22, 2012.
5	URS Corporation, 2012, Design Memorandum No. 7A (DM-7A), Recommended Reservoir Restriction, Seismic Stability Evaluation SSE1B, Calero Reservoir, October 26, 2012.
6	URS Corporation 2012, Design Memorandum No. 8B (DM-8B), Conceptual Remedial Alternatives, Seismic Stability Evaluation SSE1B, Calero Main Dam, October 26, 2012.
7	URS Corporation AMEC, 2012, Design Memorandum No. 7, Recommended Reservoir Restriction, Seismic Stability Evaluation SSE1B, Almaden and Guadalupe Reservoirs, February 28, 2012.
8	URS Corporation AMEC, 2012, Design Memorandum No. 8A (DM-8A), Conceptual Remedial Alternatives, Seismic Stability Evaluation SSE1B, Guadalupe Dam, March 7, 2012.
9	Nelson, J. L., 2007, Calero Main Dam (No. 72-3) Forensic Geologic Report, Santa Clara Valley Water District, October 2007.
10	Draft Application Report: Calero Reservoir Enlargement, Santa Clara Valley Water District, June 1982.
11	DSOD Letter dated April 25, 2012 regarding operating restrictions and Project Schedule for Guadalupe Dam
12	DSOD Letter dated March 23, 2012 regarding operating restrictions and Project Schedule for Calero Dam
13	Archives & Architecture, 2006, Historical and Architectural Evaluation, Bailey / Fellows Ranch site, Calero County Park, November 28, 2005 (Rev. January 3, 2006)

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AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX ONE, SCOPE OF SERVICES
REVISED ATTACHMENT FOUR
REFERENCE MATERIALS

Ref No.	Description
14	Santa Clara Valley Water District, 2012, Dam Maintenance Program, Final Program Environmental Impact Report, January 2012.
15	Santa Clara Valley Water District, 2012, Dam Maintenance Program, Final Program Environmental Impact Report- Appendices, January 2012.
16	Santa Clara Valley Water District, 2012, 2012 Water Supply and Infrastructure Master Plan, October 2012.
17	Black & Veatch, 2012, Guadalupe Dam Intake Structure Evaluation, (memorandum), August 1, 2012.
18	Santa Clara Valley Water District, 2010, Calero/Fellows Dike, Planning Study Report, March 2010.
19	Santa Clara Valley Water District Standards for GIS Products April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf *Note: GIS 2021 will be applied to applicable documents going forward.*

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AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

I. GENERAL (UNCHANGED)

Payment for all services performed by Consultant to the satisfaction of the District as described in Appendix One and Revised Appendix One - Scope of Services for this Agreement will be based on the Total Not-to-Exceed (NTE) Fees stated in this Revised Appendix Two for the completion of the associated tasks. The District will make payments to the Consultant according to the terms provided for in this Revised Appendix Two. Payments made by the District to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, subconsultant(s), and equipment including reimbursable, travel, and per diem expenses incurred by the Consultant to complete the work.

II. TOTAL AUTHORIZED FUNDING (UNCHANGED)

Total payment for services performed, as described in Appendix One and Revised Appendix One - Scope of Services, will not exceed a total amount of **$8,929,811** during the term of this Agreement. Under no conditions will the total compensation to the Consultant exceed this amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors ("Board"), or Chief Executive Officer, or designee, as authorized by the Board. The Consultant guarantees that it will complete the contracted Scope of Services for the Total NTE Amount stated herein.

III. COST BREAKDOWN (UNCHANGED)

The not-to-exceed total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by the District to the Consultant for Supplemental Services without prior written authorization by the District as stated in Appendix One and Revised Appendix One of this Agreement.

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AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN (UNCHANGED)

Task	Description	Original Total Fixed NTE Fees	Amendment No. 1 NTE Fee	Amendment No. 2 NTE Fee	Amendment No. 3 NTE Fee	Amendment No. 4 NTE Fee	Revised Total Fixed NTE Fee
1	Project Management	$559,722	-	$420,921	-	$368,904	$1,349,547
2	Planning Study	$1,642,112	-	-	-		$1,642,112
3	Environmental Documentation and Permit Support	$1,529,310	-	$279,052	-	$841,066	$2,649,428
4	Develop On-site Borrow and Spoil Requirements	$360,862	-	-	-	-	$360,862
5	Design Support	$120,339	-	$16,038	-	-	$136,377
6	**Supplemental Services**						
		$691,485	-	$600,000	-	$1,500,000	$2,791,485
Total Not-to-Exceed Amount		**$4,903,830**	**$0**	**$1,316,011**	**$0**	**$2,709,970**	**$8,929,811**

NOTES: Amendment No. 1, Amendment No. 3, and Amendment No. 5 were no-cost amendments.

IV. TERMS AND CONDITIONS (UNCHANGED)

A. Payments for work completed, as described in Revised Appendix One and Revised Appendix One, Scope of Services, will be based on the following terms:

1. District will pay for services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel 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 twelve (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 the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates ninety (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 twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.0%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District Deputy Operating Officer.

AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

HOURLY RATE SCHEDULE (REVISED)

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Rates Effective October 1, 2018	Current Rates Effective June 1, 2020	Current Rates Effective January 1, 2022	Current Rates Effective March 1, 2023
PRIME – GEI INC						
Senior Consultant-Grade 8	$239	$243.78	$248.66	$253.63	$263.88	$269.15
Senior Professional-Grade 7	$212	$216.24	$220.56	$224.98	$234.07	$238.75
Senior Professional-Grade 6	$179	$182.58	$186.23	$189.96	$197.63	$201.58
Senior Professional-Grade 5	$157	$160.14	$163.34	$166.61	$173.34	$176.81
Project Professional-Grade 4	$133	$135.66	$138.37	$141.14	$146.84	$149.78
Project Professional-Grade 3	$118	$120.36	$122.77	$125.22	$130.28	$132.89
Staff Professional-Grade 2	$108	$110.16	$112.36	$114.61	$119.24	$121.63
Staff Professional-Grade 1	$98	$99.96	$101.96	$104.00	$108.20	$110.36
Senior CADD Drafter and Designer	$118	$120.36	$122.77	$125.22	$130.28	$132.89
CADD Drafter/Designer and Senior Technician	$108	$110.16	$112.36	$114.61	$119.24	$121.63
Technician, Word Processor, Administrative Staff	$88	$89.76	$91.56	$93.39	$97.16	$99.10
SUBCONSULTANT(S)						
URS Corporation						
Principal	$232	$236.67	$241.40	$246.23	$256.18	$261.30
Principal Engineer/Geologist/Scientist	$200	$204.00	$208.08	$212.24	$220.00	$225.23
Senior Project Engineer/Geologist/Scientist IV	$170	$173.40	$176.87	$180.41	$187.69	$191.45
Senior Project Engineer/Geologist/Scientist III	$160	$163.20	$166.46	$169.79	$176.65	$180.19
Senior Project Engineer/Geologist/Scientist II	$140	$142.80	$145.66	$148.57	$154.57	$157.66
Senior Staff GIS/CADD	$129	$131.58	$134.21	$136.90	$142.43	$145.27
Senior Project Engineer/Geologist/Scientist I	$125	$127.50	$130.05	$132.65	$138.01	$140.77
Project Engineer/Geologist/Scientist	$115	$117.30	$119.65	$122.04	$126.97	$129.51
Senior Engineer/Geologist/Scientist II	$110	$112.20	$114.44	$116.73	$121.45	$123.88
Senior Engineer/Geologist/Scientist I	$100	$102.00	$104.04	$106.12	$110.41	$112.62
Staff Engineer/Geologist/Scientist II	$90	$91.80	$93.64	$95.51	$99.37	$101.35
Staff GIS/CADD	$85	$86.70	$88.43	$90.20	$93.85	$95.72
Staff Engineer/Geologist/Scientist I	$85	$86.70	$88.43	$90.20	$93.85	$95.72
Administrative Professional	$70	$71.40	$72.83	$74.28	$77.29	$78.83

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AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Rates Effective October 1, 2018	Current Rates Effective June 1, 2020	Current Rates Effective January 1, 2022	Current Rates Effective March 1, 2023
Cal Engineering & Geology (Haley & Aldrich)						
Principal Engineer or Geologist	$198	$201.96	$206.00	$210.12	$218.61	$222.98
Consulting Geotechnical Engineer	$195	$198.90	$202.88	$206.94	$215.30	$219.60
Associate Engineer		$196.32	$192.47	$196.32	$204.25	$208.34
Senior Engineer or Geologist	$140	$142.80	$145.66	$148.57	$154.57	$157.66
Project Engineer or Geologist	$110	$112.20	$114.44	$116.73	$121.45	$123.88
Staff Engineer or Geologist	$95	$96.90	$98.84	$100.81	$104.89	$106.99
Field Technician (Prevailing Wage)	$105	$107.10	$109.24	$111.43	$115.93	$118.25
Project Assistant	$70	$71.40	$72.83	$74.28	$77.29	$78.83
H.T. Harvey & Associates						
Principal	$215	$219.30	$223.69	$228.16	$237.38	$242.12
Principal (Sr. Wetlands/Plant Ecologist)	$215	$219.30	$223.69	$228.16	$237.38	$242.12
Associate (Restoration Ecologist)	-	$182.58	$186.23	$189.96	$197.63	$201.58
Sr. Ecologist 1 (Project Manager/Wildlife Ecologist)	$147	$149.94	$152.94	$156.00	$176.44	$179.97
Sr. Ecologist 1 (Herpetologist)	$147	$149.94	$152.94	$156.00	$162.30	$165.55
Ecologist 1 (Plant Ecologist)	$116	$118.32	$120.69	$123.10	$162.30	$165.55
Sr. GIS Analyst	-	-	-	-	$130.53	$133.14
GIS Specialist	$105	$107.10	$109.24	$111.43	$115.93	$118.25
Support	$80	$81.60	$83.23	$84.89	$88.33	$90.09
JDH Corrosion Consultants, Inc.						
Principal-Project Manager	$191.40	$195.23	$199.13	$203.12	$211.32	$215.55
Asst. Project Manager	$175.45	$178.96	$182.54	$186.19	$193.71	$197.59
Project Engineer	$127.28	$129.83	$132.42	$135.07	$140.53	$143.34
Sr. Corrosion Tech.	$127.28	$129.83	$132.42	$135.07	$140.53	$143.34
Project Engineer	$143.55	$146.42	$149.35	$152.34	$158.49	$161.66
Field Engineer	$98.12	$100.08	$102.08	$104.13	$108.33	$110.50
Field Technician	$109.96	$112.16	$114.40	$116.69	$121.40	$123.83
Field Technician	$111.65	$113.88	$116.16	$118.48	$123.27	$107.77
Drafting – AutoCAD	$95.70	$97.61	$99.57	$101.56	$211.32	$215.55
PHA Transportation Consultants						
Principal	$160	$163.20	$166.20	$169.79	$176.65	$180.19
Senior Engineer	$140	$142.80	$145.66	$148.57	$154.57	$157.66
TRA Environmental Sciences, Inc. (MIG, Inc.)						
Senior Project Manager	$160	$163.20	$166.46	$169.79	$176.65	$180.19
Senior Biologist II	$140	$142.80	$145.66	$148.57	$154.57	$157.66
Senior Analyst II	$140	$142.80	$145.66	$148.57	$154.57	$157.66
Analyst III	$110	$112.20	$114.44	$116.73	$121.45	$123.88
Support Staff	$75	$76.50	$78.03	$79.59	$82.81	$84.46

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AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Rates Effective October 1, 2018	Current Rates Effective June 1, 2020	Current Rates Effective January 1, 2022	Current Rates Effective March 1, 2023
Underwater Resources, Inc.						
Project Manager	$135/hr.	$137.70	$140.45	$143.26	$149.05	$152.03
Diving Supervisor	$1,100/ Shift	$1,122.00/ Shift	$1,144.44/ Shift	$1,167.33/ Shift	$1214.49	$1238.78
Diving Supervisor OT	$170/ OT hr.	$173.40/ OT hr.	$176.87/ OT hr.	$180.41/ OT hr.	$187.69	$191.45
Diver	$1,640/ Shift	$1,672.80/ Shift	$1,706.26/ Shift	$1,740.39/ Shift	$1810.69	$1846.91
Diver OT	$265/hr.	$270.30	$275.71	$281.22	$292.58	$298.43
Shop Labor	$85/hr.	$86.70	$88.43	$90.20	$93.85	$95.72

NOTES: Revised rates listed above were approved by District per letters dated October 3, 2018 and March 22, 2023 to Consultant which were formally incorporated in Amendment No. 3 and Amendment No. 5.

B. Upon the written approval of the District's Deputy Operating Officer stated herein, unused fees from a completed or cancelled task may be reallocated to an uncompleted task provided that the Agreement Total Not-to-Exceed Amount is not exceeded. Transferring fees from an uncompleted task to another task will not be permitted.

C. Upon the written approval of the District's Deputy Operating Officer referenced herein, the scope of services described in a task may be reduced or eliminated. If the scope of services is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.

D. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to the District.

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. Expenses incurred by the Consultant for subconsultants providing professional services and for subcontractor, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all lab services regardless of cost.

F. All other direct expenses not included in overhead including, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, will be billed monthly at cost linked to each Agreement Task, as approved by the District's Project Manager.

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G. Reimbursable Expenses

1. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant and its subconsultants for mileage and travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its subconsultants for mileage incurred from District Headquarters or Consultant's and subconsultants' firm addresses, whichever is closer to the destination, to Project site(s) community outreach meetings, partnering meetings, Dispute Review Board meetings, and meetings with regulatory agencies, if directed or authorized by the District.

2. Travel, including air travel, overnight accommodations, and 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 for such travel has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of taxi, rideshare or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

H. Consultant's monthly invoices will be prepared in accordance with the terms of this Revised Appendix Two and the Standard Consultant Agreement Section IV, Fees and Payments, and represent work performed and reimbursable costs incurred during the identified billing period and will be consistent with Appendix One and Revised Appendix One and include the following:

1. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.

2. Direct charges by Scope of Service Task.

3. Consultant's summary of the amount Consultant has been billed by their subconsultants and subcontractors and further detailed by Scope of Service Task.

4. Direct charges must reflect actual fees versus the Agreement not to exceed fees in this Revised Appendix Two.

I. Before submitting monthly invoices, the Monthly Progress Report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's preliminary review of the draft invoice does not

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represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.

J. Invoices will include a summary of labor expenditures, direct costs, and billed subconsultant charges. Billing statements, transmitted separately from the Monthly Progress Reports, will be organized such that the billing categories correspond with the Scope of Services tasks.

K. District's Project Manager will review invoice within five (5) working days of receipt, address any questions with Consultant's Construction Manager, and approve the undisputed amount of the invoice within ten (10) working days of receipt of the invoice. District will pay undisputed invoices within thirty (30) calendar days from date invoice is approved by District's Project Manager.

L. Prevailing Wages

1. 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.

2. 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."

3. 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.

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4. 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.

5. 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.

6. 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 the District, in electronic and hard copy format, at the District's discretion, and hard copies made available at any time during regular business hours, upon written request by the District.

7. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

   Prior to the District executing a Task Order for Services involving public works, as defined herein, the Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by the District, that Consultant and its Subconsultant(s) are in compliance with the California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements.

M. Consultant's services will be performed by its staff members and subconsultants' staff members at the lowest hourly rates commensurate with the complexity of the required services.

N. Consultant's attention is directed to Section IV of the Revised Standard Consultant Agreement regarding Fees and Payments and the corresponding retention clause.

O. Small Business Enterprise (SBE) 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 percent or more of the Total Not to Exceed Amount stated in this Revised Appendix Two and Consultant agrees to use its best efforts to meet this goal. With each monthly progress report, Consultant shall provide level of Small Business Enterprise (SBE) participation.

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AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of the Standard Consultant Agreement portion of this Agreement. The term of this Agreement expires **May 31, 2026**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.

2. Consultant will commence Tasks listed in Appendix One and Revised Appendix One of this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.

3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with the Project Schedule table as shown below. Consultant will coordinate services with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings, and Deliverables.

4. 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 District. Consultant's attention is directed to District's Revised Standard Consultant Agreement, Section VII. Delays and Extensions.

5. Project Delays - The Consultant will make all reasonable efforts to comply with the Project Schedule as shown here in Revised Appendix Three. In the event the Project Schedule will be delayed, Consultant will notify the District 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, District may in its discretion grant a reasonable adjustment in the Project Schedule. This language will prevail should any conflict or discrepancy occur between this provision and the Revised Standard Consultant Agreement portion of this Agreement, Section VII. Delays and Extensions.

6. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as a written administrative modification to the Agreement and such approval will be confirmed in writing.

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AMENDMENT NO. 5 TO AGREEMENT A3675A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

PROJECT SCHEDULE (UNCHANGED)

Task	Description	Duration from NTP
1	Project Management Services	Duration of the Agreement
1.1	Planning Phase Work Plan - Calero and Guadalupe Dams Combined	Duration of the Agreement
2.1.3	Problem Definition Report - Calero Dam	5 months from NTP (Completed)
2.1.3	Problem Definition Report - Guadalupe Dam	7 months from NTP (Completed)
2.2.5	Planning Study Report - Calero Dam	12 months from NTP (Completed)
2.2.5	Planning Study Report - Guadalupe Dam	14 months from NTP (Completed)
2.2.6	Transition Reports - Calero Dam	13 months from NTP (Completed)
2.2.6	Transition Reports - Guadalupe Dam	15 months from NTP (Completed)
3.4.4	Draft Environmental Impact Report - Calero Dam	Duration of the Agreement
3.4.4	Draft Environmental Impact Report - Guadalupe Dam	Duration of the Agreement
3.6	Final Environmental Impact Report - Calero Dam	Duration of the Agreement
3.6	Final Environmental Impact Report - Guadalupe Dam	Duration of the Agreement
3.7	Regulatory Permitting	Duration of the Agreement
4	Develop On-site Borrow and Spoil Requirements - Calero Dam	5 months from NTP (Completed)
4	Develop On-site Borrow and Spoil Requirements - Guadalupe Dam	7 months from NTP (Completed)
5	Design Support	Duration of the Agreement
6	Supplemental Services	Duration of the Agreement

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**AMENDMENT NO. 4 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

This Amendment No. 4 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A3675A (Agreement) dated August 27, 2013 as amended by Amendment No. 1 dated June 11, 2015, Amendment No. 2 dated April 25, 2017, and Amendment No. 3 dated September 3, 2020 between SANTA CLARA VALLEY WATER DISTRICT (District) and GEI CONSULTANTS, INC., (Consultant), collectively the Parties.

WHEREAS, Consultant is currently providing professional planning and environmental services for the Calero and Guadalupe Dams Seismic Retrofits (Project); and

WHEREAS, the Agreement currently expires on May 31, 2023; and

WHEREAS, the Parties desire to amend the Agreement to provide for additional planning and environmental consulting services for the Project; and

WHEREAS, the Parties desire to amend the Agreement to increase the Agreement Total Not-to-Exceed Amount to provide funds for Consultant to perform additional planning and environmental services.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary in the Agreement and Amendments No. 1, 2, and 3, District and Consultant hereby agree to amend the Agreement as follows:

1. Revised Appendix One, Scope of Services, is amended as set forth in the Revised Appendix One, Scope of Services, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

2. Revised Appendix Two, Fees and Payments, is amended as set forth in the attached Revised Appendix Two, Fees and Payments, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

3. Revised Appendix Three, Schedule of Completion, is amended as set forth in the attached Revised Appendix Three, Schedule of Completion, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

4. All other terms and conditions of Agreement A3675A, Amendment No.1, Amendment No. 2, and Amendment No. 3 not otherwise amended herein, remain in full force and effect.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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AMENDMENT NO. 4 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 4 TO AGREEMENT A3675A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
District

By: _____
Nai Hsueh
Chair, Board of Directors

Date: 10/13/2020

GEI CONSULTANTS INC.
Consultant

By: Mark Freitas, VP on behalf of
William A. Rettberg, P.E.
Senior Vice President

Date: 09/22/2020

Firm Address:

180 Grand Avenue, Suite 1410
Oakland, CA 94612

ATTEST: _____
Michelle Meredith
Deputy Clerk of the Board
(for) Michele L. King, CMC
Clerk, Board of Directors

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX ONE TO THE
REVISED STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

CALERO AND GUADALUPE DAMS SEISMIC RETROFITS PROJECT

PLANNING AND ENVIRONMENTAL SERVICES

This Revised Appendix One Scope of Services, describes the professional planning and environmental services (Planning Consultant Services) tasks to be undertaken by the Consultant for the Calero and Guadalupe Dams Seismic Retrofit Project (Project), during the remainder of the Project planning and environmental services phase.

The purpose of the Planning Consultant Services is to provide planning and environmental studies that support District decisions and final designs (by others) to resolve seismic stability and flood and outlet risks at Calero and Guadalupe Dams.

I. PROJECT OBJECTIVES (UNCHANGED)

A. The District's objectives for the Project are to make improvements necessary to:

1. Stabilize the Calero and Guadalupe Dams embankments for the Maximum Credible Earthquake (MCE), modify or replace the outlet works if inadequate, and modify the spillways to increase freeboard during a Probable Maximum Flood (PMF) event or for additional seismic freeboard, if required;

2. Modify embankment/s of Calero Dam to support a potential future expansion of reservoir storage;

3. Relocate the Guadalupe Dam intake structure out of the upstream berm;

4. Breach Fellow's Dike and address affected historic structures;

5. Incorporate other measures to address seismic and other deficiencies that are identified through the Project delivery process.

B. Planning Consultant's Services will support the District's objectives for the Project as follows:

1. Resolve the seismic deficiencies per the State of California, Department of Water Resources, Division of Safety of Dams (DSOD) standards. Attachment Four—Reference Materials provides a list of technical reference material applicable to this Project;

2. Meet the District's Dam safety and operation and maintenance requirements;

3. Meet the requirements identified in the District's Quality Management System procedures. Attachment Five—District Procedures & Work Instructions provides a list of District procedures and work instructions to be performed by the Consultant;

4. Meet the requirements of all federal, state, and local laws and regulations required for Project delivery;

5. Meet requirements of the resource and regulatory agencies (permitting agencies) including DSOD;

6. Address all stakeholders' interests;

7. Provide a recommended alternative for each dam to resolve the seismic deficiencies per DSOD and all other applicable engineering standards; and

8. Develop sufficient information and analysis to enable District's Board of Directors to make Project decisions.

II. INTENT (REVISED)

A. Consultant is responsible for the preparation of the planning study and environmental documents, and for providing Project management services associated with the Consultant's services. Consultant will be responsible for reviewing design work for consistency with the planning assumptions/requirements, and supporting the District in securing resource agency permits.

B. Conflict of Interest—The District intends to retain construction management consultant services to support construction of the seismic retrofit of the Calero and Guadalupe Dams. The Consultant and its sub-consultants are precluded from being awarded a contract by the District for construction management or construction of these two Dam projects. However, subcontractors, vendors, and suppliers providing non-professional services, such as but not limited to lab testing, soil borings, or other technical services may propose and/or contract with prime consultants or the District for construction management services relating to the seismic retrofit of the Guadalupe and Calero Dams.

III. PROJECT BACKGROUND (UNCHANGED)

This Project will remediate seismic deficiencies at Calero and Guadalupe Dams identified in the Seismic Stability Evaluation of Calero and Guadalupe Dams (SSE1B-B & SSE1B-C) Reports dated October 26, 2012 and May 22, 2012, respectively. The SSE1B findings conclude that the Calero and Guadalupe Dams have inadequate seismic stability, under the anticipated Maximum Credible Earthquake. There are currently reservoir operating restrictions on both as interim risk reduction measures, until

the seismic deficiencies are remediated. These restrictions have been approved by the Division of Safety of Dams (DSOD). DSOD also expects that the remedial construction work will be completed by June 2019. In order to meet the construction schedule, timely completion of this Project is essential.

A DSOD restriction on Calero Reservoir also exists due to deficiencies of Fellows Dike (which forms part of Calero Reservoir). A Planning Study Report for the Calero /Fellows Dike was prepared in March 2010 by District staff. The staff-recommended project was to breach the dike and allow waters of Calero Reservoir to inundate lands beyond the current area of inundation.

Calero Dam:

Description of Dam and Reservoir

The Calero Dam was constructed in 1936. Calero Reservoir has a capacity of 9,934 acre-feet. The reservoir stores watershed runoff, imported water, and water diverted from Almaden Reservoir through the Almaden-Calero canal. The reservoir stores water for replenishing the groundwater system and supply to the treatment plants. The County of Santa Clara Parks and Recreation Department also operates a recreation program on the reservoir.

The dam is a zoned earth fill dam with upstream and downstream embankment zones. The upstream embankment zone is constructed with less pervious material to limit seepage. No internal drainage or filter zones are incorporated in the dam.

Calero Reservoir normally operates at its maximum operating level each year during the winter and is drawn down during the period from late spring to early fall as the water is used. Water into the reservoir is regularly transferred from nearby Almaden Reservoir to Calero via the Almaden-Calero Canal, which has a capacity of about 100 cubic feet per second (cfs).

Spillway and Outlet Works

The spillway is a reinforced concrete channel located within the ridge about 900 feet from the right abutment of the dam. It has a weir length of about 82 feet and a capacity of 5,260 cfs.

The outlet works consist of a submerged intake structure with a hydraulically-operated slide gate, a 36-inch diameter, 481-foot long cast-in-place concrete outlet pipe with a steel liner under the dam, and a concrete outlet structure housing the control valves. The outlet is controlled downstream with a 30-inch butterfly valve operated from the outlet structure. The outlet pipe is connected to the Almaden Valley Pipeline downstream of the outlet structure at the Calero Valve Yard, about 700 feet downstream of the dam.

Partial List of Issues to be Considered

Seismic deformation analysis has determined that unacceptable horizontal and lateral displacements will occur in Calero Dam and remediation of the seismic deficiencies are necessary.

Seepage at the abutment or through the embankment of Calero Dam has occurred since the first filling of the reservoir in 1937. Following investigations concrete lined ditches and weirs were installed in 1967 to collect and measure the seepage. The District also implemented a grouting program in 1991 to attempt to reduce seepage through the right abutment. However the grouting did not generally reduce the seepage at the dam. Given the complex relationship between the embankment and foundation it is likely that the design of an improved seepage collection system will require a more detailed understanding of the seepage sources for effective capture.

Over the years, the District has examined the feasibility of increasing the Calero Reservoir capacity by raising the dam. A 1966 study found it feasible to raise the dam by 30 feet. A subsequent study in 1982 updated the 1966 study findings.

The most recent PMF study was performed by DSOD in 1981 using HMR 36 and HMR 49. DSOD policy after the 1999 release of HMR 58/59 requires that new dams or major work be designed under HMR 59. HMR 59 has a tendency to increase Probable Maximum Precipitation (PMP) values in small watersheds. The Calero spillway may need modification if found to be inadequate.

Guadalupe Dam

Description of Dam and Reservoir

The Guadalupe Dam was constructed in 1936. The reservoir has a capacity of 3,460 acre-feet.

The Guadalupe Dam was designed as an earthfill dam with upstream and downstream embankment zones. The upstream and downstream slopes are approximately 2.5H: 1V. Subsequent investigations have shown the upstream and downstream embankment materials are similar in nature and engineering characteristics, thus the dam could essentially be treated as a homogeneous dam. No internal drainage or filter zones are incorporated in the dam.

The upstream embankment was buttressed in 1972 with a compacted clay berm designated as the upstream berm that starts at about El. 572.3 ft (NAVD88) and slopes down at about 5H: 1V into the reservoir. The new embankment berm was constructed on the upstream face to stabilize an incipient tension crack indicative of possible slope failure observed in the center of the embankment. A concrete parapet wall was also constructed along the crest of the dam, near the upstream face, to restore about 2.5 ft. freeboard lost to normal embankment settlement. The wall is about 536 ft. long.

Spillway and Outlet Works

The spillway is a reinforced concrete-lined side-weir channel cut into the left abutment and has a capacity of 9,000 cfs.

The outlet works consists of an intake structure, an outlet pipe and an outlet structure. The intake is 72-inch-diameter reinforced concrete box-type structure which was modified in 1972. The estimated deformations of the upstream embankment / berm have the potential to impact the intake and associated hydraulic lines that control the slide gate in the intake structure. Centered underneath the dam is the low-level outlet pipe which is a 36-inch-diameter, 720-foot long cast-in-place concrete pipe with steel liner. The outlet structure is located at the downstream toe and includes a 30-inch butterfly valve used to control flow to Guadalupe Creek. The outlet pipe discharges to a stilling basin before reaching the creek channel.

Partial List of Issues to be Considered

The draft 2008 hydrology study using HMR 59 indicated that the spillway will pass the PMF. During the PMF, reservoir will be up against the parapet wall. It will need to be determined if the wall is structurally capable of withstanding the PMF behind the parapet wall.

Seismic deformation analysis has determined that unacceptable horizontal and lateral displacements will occur in Guadalupe Dam and remediation of the seismic deficiencies are necessary.

Seismic deformation analysis undertaken has determined that a lateral displacement near the upstream toe of the embankment could be as high as 4 feet. The existing intake structure is not expected to survive the lateral displacement. The inlet structure will need to be moved outside the footprint of the deformed embankment.

Fellows Dike

Fellows Dike is located along the southeast shore of Calero Reservoir. It is approximately 1,900 feet long, with a height that ranges from zero feet at the south end to a maximum of approximately 12 feet at the north end.

Total storage of Calero Reservoir is 9,934 acre-feet. In January 1998, DSOD inspected Fellows Dike and determined that the dike is under their jurisdiction. The dike was found to be in poor condition and DSOD requested that no water be stored against it which resulted in a reduction of 2,000 acre feet or 20% of total storage capacity at Calero Reservoir. Subsequently, a geotechnical investigation conducted on Fellows Dike in 2001 found that the dike would need improvement to bring the facility up to DSOD standards before it could impound water. The dike foundation adjacent to Calero Creek contains several pockets of soils that may liquefy under heavy earthquake shaking.

A minimum operational level of 4,000 acre-feet of water in Calero Reservoir is required for emergency conditions. Therefore, the impact of the 2,000 acre-feet of water loss is that the active storage is reduced from approximately 6,000 acre-feet to 4,000 acre-feet.

A Planning Study Report for the Calero /Fellows Dike was prepared in March 2010 by District staff. The staff-recommended project was to breach the dike and allow waters of Calero Reservoir to inundate lands beyond the current area of inundation. The project components included demolishing existing facilities except the historic structures, relocating eight historic structures above the inundation elevation, treating contaminated soils to acceptable levels, breaching the mid-section of dike, and replanting lost vegetation from dike breach.

IV. PROJECT COMPONENTS AND ELEMENTS (UNCHANGED)

The Project involves improvements to three District facilities which are inter-related. This Project has two Components:

Component 1 refers to Calero Dam (including Fellows Dike), and,
Component 2 refers to Guadalupe Dam.

The improvements to these Components consist of:

A. Component 1: Improvements to stabilize the Calero Dam embankments for the Maximum Credible Earthquake, possibly modify or replace the outlet works, possibly modify the spillway to increase freeboard during a PMF event, and possibly modify embankments of the dam, if required, to support a larger capacity reservoir. Improvements also include the breach of Fellow's Dike and relocation of historical structures.

B. Component 2: Improvements to stabilize the Guadalupe Dam embankments for the Maximum Credible Earthquake, possibly modify or replace the outlet works, and possibly modify the spillway to increase freeboard during a PMF event.

   All of the Project "Elements" for each Component have yet to be determined, pending District decisions based on investigation and analysis to be conducted by the Consultant under this Scope of Services. The Project Elements could include:

   a. Embankment
   b. Spillway
   c. Intake structure
   d. Outlet pipe
   e. Outlet structure
   f. Upstream concrete slope protection

For Calero Dam (including Fellows Dike) (Component 1) the Elements currently known to be likely included are:

a. Embankment

b. Intake structure (to meet District requirement of out-of water inspectible hydraulic lines and controls)

c. Outlet structure (as existing structure will most likely be buried by the downstream buttress)

For Guadalupe Dam (Component 2) the Elements currently known to be likely included are:

a Embankment (except if a decision is made to notch the spillway)

b Intake structure (to move it away from the footprint of the seismically deformed embankment).

c Outlet structure (as existing structure will most likely be buried by the downstream buttress)

V. PROJECT TASKS (REVISED)

The Planning Consultant will perform the services described in this Scope of Services. The Consultant will prepare a Planning Study Report (PSR) for each of the Components 1 and 2. The PSR for Fellow Dike has previously been prepared by the District. The recommendations of that PSR will be incorporated by the Consultant into the PSR for Component 1. The California Environmental Quality Act (CEQA) document/s for the entire Project (both Components) will be prepared by the Consultant. The Consultant will prepare two CEQA documents, one for Component 1 and one for Component 2. The Consultant will submit the CEQA deliverables for Component 1 and Component 2 as independent documents on a staggered basis to facilitate District review.

Services to be provided by the Consultant are described in the tasks below.

Consultant must receive written authorization from the District Project Manager prior to initiating work on any of the tasks and subtasks identified as "conditional."

TASK 1 - PROJECT MANAGEMENT (REVISED)

Subtask 1.1 Prepare Planning Phase Work Plan

Subtask 1.2 Provide Monthly Project Status/Progress Reports

Subtask 1.3 Attend Monthly Progress Meetings/Coordination

Subtask 1.4 Plan and Attend Workshops/Coordination Meetings

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX ONE TO THE
STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

TASK 2 - PLANNING STUDY (UNCHANGED)

Subtask 2.1 Prepare Problem Definition

Subtask 2.1.1 Perform Background Review and Data Collection

Subtask 2.1.2 Conduct Investigations and Analysis

Subtask 2.1.2.1 Prepare PMP and PMF Hydrologic Studies for Calero and Guadalupe Reservoirs:

Subtask 2.1.2.2 Perform Additional Geotechnical Foundation Investigation for Downstream Buttress.

Subtask 2.1.2.3 Analyze Seepage at Calero Dam

Subtask 2.1.2.4 Provide Assessment of Outlet Works at Calero Dam and at Guadalupe Dam for Emergency Drawdown

Subtask 2.1.2.5 Perform Condition Assessment of Calero Reservoir Outlet Works - Conditional:

Subtask 2.1.2.6 Perform Condition Assessment of Guadalupe Reservoir Outlet Pipe - Conditional

Subtask 2.1.2.7 Inspect and Evaluate Upstream Concrete Slope Panels at Guadalupe Dam.

Subtask 2.1.3 Prepare Problem Definition Report

Subtask 2.2 Prepare Planning Study Report

Subtask 2.2.1 Develop Alternative Evaluation Methodology

Subtask 2.2.2 Prepare Cost-Benefit Analysis (Guadalupe Dam Only)

Subtask 2.2.3 Prepare Feasible Alternatives Report

Subtask 2.2.4 Develop Staff-Recommended Alternative

Subtask 2.2.5 Prepare Planning Study Report

Subtask 2.2.6 Prepare Transition Reports

TASK 3 - ENVIRONMENTAL DOCUMENTATION AND PERMIT SUPPORT (REVISED)

Subtask 3.1 Develop Initial Regulatory and CEQA strategy, and coordination with regulatory agencies

Subtask 3.2 Perform Environmental Investigations and Studies

Subtask 3.2.1 Gather and Organize Environmental Information Relevant to the Project

Subtask 3.2.2. Prepare Base Map

Subtask 3.2.3 Summarize Environmental Conditions Based on Existing Data

Subtask 3.2.4 Prepare Field Investigation Plan

Subtask 3.2.5 Conduct Field Investigations

Subtask 3.3 Prepare Project Description and Initial Study Checklist (IS)

Subtask 3.3.1 Prepare Project Description

Subtask 3.3.2 Prepare Initial Study Checklist (IS)

Subtask 3.4 Prepare Draft Environmental Impact Report

Subtask 3.4.1 Prepare Notice of Preparation

Subtask 3.4.2 Conduct Environmental Scoping

Subtask 3.4.3 Prepare Administrative Draft EIR (ADEIR)

Subtask 3.4.4 Prepare Draft EIR

Subtask 3.5 CEQA Public Noticing and Participation Requirements

Subtask 3.5.1 Prepare Information for District Website and Filing Draft EIR with the State Clearinghouse

Subtask 3.5.2 Prepare Notice of Completion for Filing with State Clearinghouse

Subtask 3.5.3 Prepare for and Attend Public Hearing

Subtask 3.5.4 Respond to Public Comments

Subtask 3.6 Prepare Final Environmental Impact Report

Subtask 3.6.1 Prepare Final EIR

Subtask 3.6.2 Prepare Findings and Statement of Overriding Considerations

Subtask 3.6.3 Prepare Notice of Determination (NOD)

Subtask 3.6.4 Assist with Public Hearing and Certification of EIR

Subtask 3.7 Prepare Regulatory Permitting

Subtask 3.7.1 Assist with Initial Regulatory Agency Consultation

Subtask 3.7.2 Prepare Draft Permit Applications

Subtask 3.7.3 Prepare NMFS Biological Assessment

Subtask 3.7.4 Prepare Habitat Mitigation and Monitoring Plan

Subtask 3.7.5 Prepare Final Permit Applications

Subtask 3.7.6 Provide Support during Permit Negotiation

Subtask 3.7.7 Prepare Reservoir Dewatering Plans, Fish Rescue And Relocation Plans And Flow Maintenance Plans

TASK 4 - DEVELOP ON-SITE BORROW AND SPOIL REQUIREMENTS (UNCHANGED)

Subtask 4.1 Conduct a Borrow and Spoil Siting and Suitability Study

Subtask 4.2 Identify Preferred Borrow and Spoil Sites

TASK 5 - DESIGN SUPPORT (UNCHANGED)

Subtask 5.1 Review of 30% Design Deliverables

Subtask 5.2 Review of 60% Design Deliverables

Subtask 5.3 Review of 90% Design Deliverables

TASK 6 - SUPPLEMENTAL SERVICES (REVISED)

A detailed description of each task is given below along with the main assumptions and deliverables.

TASK 1 - PROJECT MANAGEMENT (REVISED)

The objective is to develop and integrate planning phase scope, schedule, cost, quality, risk, staffing, communication, and resources in a manner to fulfill the terms of the Agreement. The scope and deliverables will include the items described below.

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX ONE TO THE
STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

Subtask 1.1 - Prepare Planning Phase Work Plan

1. The Consultant will develop the work plan in accordance with District's Quality Environmental Management System (QEMS) document #W75102. The work plan will consist of a stand-alone document that provides discussions of Project Objectives identified above and detailed descriptions of the specific work to be performed. The work plan will detail the Consultant's approach to undertaking the two Components: Calero Dam (including Fellows Dike) (Component 1), and Guadalupe Dam (Component 2), Scope of Services, while integrating specific subtasks of the work for efficiency, where feasible. At a minimum, the Planning Phase Work Plan will include: the Consultant team organization; team member roles and responsibilities; stakeholder, management, document control, and team communication, coordination and protocols; technical and managerial work activities, quality assurance and quality control plan; key deliverables; task level resource and cost-loaded schedule; Project controls and reporting.

2. Consultant will provide a quality assurance and control (QA/QC) plan as a section of the Planning Phase Work Plan describing the Consultant's procedures to document that Consultant's services and deliverables meet District requirements and accepted practices and standards of Consultant's and its subconsultants professions. The QA/QC plan must contain details and methodology for reviewing Consultant deliverables including calculations, Technical Memorandums (TMs), cost estimates, plans and specifications, and inter-disciplinary and constructability reviews prior to submittal of such deliverables to District. Consultant must provide, upon District request, records to demonstrate that QA/QC reviews were performed on Consultant's and subconsultants' deliverables.

3. Consultant will prepare an overall Microsoft® Project Schedule for the Project services to lay out the tasks and milestones for the planning and environmental evaluations. Consultant will monitor compliance with the schedule, update it monthly as necessary, and distribute it for review at monthly progress meetings. The schedule will include all preparation, permitting, environmental compliance, geotechnical field investigations, survey, laboratory testing, engineering analyses, and report preparation, and time for the District to review deliverables necessary to meet the Project Objectives. The schedule will recognize and incorporate key milestones of the Project that are critical for the timely completion of the Project.

4. Consultant will update the Work Plan, QA/QC Plan and Project Schedule to reflect the extended schedule.

Subtask 1.1 - Assumption

None.

Subtask 1.1 - Deliverables

1. Draft and Final Planning Phase Work Plan
2. Draft and Final Updated Planning Phase Work Plan

Subtask 1.2 - Provide Monthly Project Status/Progress Reports

1. The Consultant will provide monthly Project status/progress reports to the District. The status reports will provide a brief summary of the work performed and the remaining work for each task. The Project status/progress report will include milestones and deliverables completed to date, an updated schedule, estimate of work required to complete the Project, and any anticipated changes to the Agreement that may be necessary to complete this Scope of Services. Any fees or time constraints, and corrective actions if appropriate, will be documented in the monthly Project status/progress reports.

2. The monthly Project status/progress report will include:

    a. An assessment of actual versus planned progress in completing the Scope of Services, including a description of the tasks, and deliverables completed to-date;

    b. For each task, the percentage of services performed versus the percentage of fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;

    c. For each task, the percentage of the fees incurred for such task compared to dollar amount allocated to such task;

    d. A statement that all tasks will be completed within the agreed upon not-to-exceed total amount of this Agreement described in Appendix Two, Fees and Payments;

    e. A statement that progress in the performance of this Scope of Services required by this Agreement is on schedule within the time line set forth in Appendix Three, Schedule of Completion; or, if completion of the services is not on schedule, 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 timeline for implementation of such measures;

    f. A look-ahead schedule listing deliverables and activities planned for the next 2 months;

    g. A summary of proposed changes to the Scope of Services, if required, including justifications for such changes;

h. A Small Business Enterprise (SBE) participation report to document the level of SBE participation throughout the Project;

i. Action Item and Decision Log: This log will document action items and Project concerns and issues throughout the term of the Agreement which require resolution by District and/or Consultant; and

j. Draft billing statements, transmitted with the monthly Project status/progress reports, will be organized such that the billing categories correspond with the Scope of Services tasks. Draft billing statements will include a summary of labor expenditures, direct costs, and billed sub-consultant charges. Draft billing statements will be prepared in accordance with the requirements stated in the Standard Consultant Agreement, Section IV Fees and Payment, as well as Appendix Two, Fees and Payments. An Adobe PDF version will be provided by Consultant for preliminary review by District.

Subtask 1.2 - Assumptions

1. Monthly Project status/progress reports will be provided during the Agreement term as directed by District.
2. District will provide a billing and reporting template at kick-off meeting.

Subtask 1.2 - Deliverables

1. Monthly Project status/progress reports (Electronic MSWord and MS Excel)
2. Draft monthly billing statement

Subtask 1.3 - Attend Monthly Progress Meetings/Coordination

1. The Consultant will attend monthly progress meetings at the District offices (in San Jose, CA), as well at the DSOD offices (in Sacramento, CA) as necessary and directed by the District. At least one week prior to the meetings the Consultant will prepare and forward the meeting agenda to the District. Following each progress meeting, the Consultant will prepare and submit a draft electronic copy of the meeting summary notes to the District's Project Manager for review and comment. Consultant will incorporate review comments and will submit final meeting minutes notes to the District. The monthly meetings will inform the District and Project members of progress to date, key issues and critical activities.

2. Telephone conference calls (at least once every week) will occur between the District's Project Manager and Consultant Project Manager to coordinate specific activities occurring and to discuss Project issues and needs.

3. In addition to Consultant's monthly progress meetings, Consultant will provide Project management services that include coordination of its subconsultants,

managing its subconsultant invoicing and payment, and managing the requirements for SBE participation and contracting.

4. Consultant will establish a password-protected website (SharePoint) where available information will be compiled for access by the District and Consultant team members.

5. All Project-related correspondence with DSOD will be through the District.

Subtask 1.3 - Assumptions

1. 36 Monthly Progress meetings will occur over the term of the original Agreement.
2. Each of the telephone conference calls will last no more than one hour.
3. Thirty-six (36) additional Monthly Progress meetings will occur from December 2016 to December 2019.
4. Thirty-six (36) additional Monthly Progress meetings will occur from January 2020 to December 2022.

Subtask 1.3 - Deliverables

1. Draft and Final meeting agendas and meeting notes
2. SharePoint site for shared access to compiled Project information

Subtask 1.4 -Plan and Attend Workshops/Coordination Meetings

1. The Consultant will plan and attend "issue specific" workshops and coordination meetings as detailed in this Scope of Services. These meetings and workshops will be held at key decision points, and when consensus or stakeholder outreach is required, as determined by the District. The Consultant will also prepare, organize, and attend a kick-off meeting with District to review the Project scope of services schedule, design requirements etc.

2. At least one week prior to the meeting/workshops, the Consultant will prepare and forward the meeting/workshop agenda to the District. Workshops will include topical presentations by the Consultant and District (as needed), discussion, documentation, and action items.

Subtask 1.4 - Assumptions

1. The Consultant will conduct 15 workshops/review meetings on Calero Dam (including Fellows Dike) (Component 1) and, Guadalupe Dam (Component 2) for the following topics:

    a. Project kick-off meeting (combined meeting for Component 1 and Component 2).

b. PMP / PMF workshop (combined meeting for Component 1 and Component 2).

c. Project Requirements and Risk Management workshop (combined meeting for Component 1 and Component 2).

d. Development of alternatives criteria (combined meeting for Component 1 and Component 2).

e. Borrow and spoil siting (combined meeting for Component 1 and Component 2).

f. Evaluation and ranking of Alternatives (separate meetings for Component 1 and Component 2).

g. Feasible Alternatives workshop (separate meetings for Component 1 and Component 2).

h. Planning Study Report review meeting (separate meetings for Component 1 and Component 2).

i. Environmental (CEQA) kick-off (combined meeting for Component 1 and Component 2).

j. Environmental permitting (separate meetings for Component 1 and Component 2).

k. Additional review meeting for CEQA documentation. (NEW)

2. The meetings/workshops will appropriately consider Fellows Dike.

Subtask 1.4 - Deliverables

1. Meetings / Workshops
2. Draft and Final Meeting materials (agenda and handouts)
3. Draft and Final Meeting minutes

TASK 2 - PLANNING STUDY (UNCHANGED)

1. The Consultant will prepare two Planning Study Reports (PSRs), one for Calero Dam and Fellows Dike (Component 1) and one for Guadalupe Dam (Component 2). These separate PSRs will be used as the basis for separate CEQA documents.

2. The Consultant will develop and evaluate alternatives which meet the Project Objectives and will identify a recommended Project for the design phase for both Calero Dam (including Fellows Dike) and Guadalupe Dam, which maximizes the benefit to life-cycle cost ratio for the District. Project requirements and objectives will be established by the

District and reviewed by the Consultant. The Planning Study Scope of Services and deliverables will be performed and prepared in accordance with the District's QEMS procedures included in Appendix One, Attachment Seven. The Planning Phase investigations and analysis shall be consistent with the District's Water Supply and Infrastructure Master Plan (WSIMP) incorporated herein by this reference.

Subtask 2.1 - Prepare Problem Definition

Under subtask 2.1 Consultant will prepare draft and final Problem Definition Reports (PDRs). The PDRs will incorporate all activities required to define the Project problem, background research and data collection, field investigations, understanding of the subject facilities and related faculties, and confirmation of objectives, constraints, and opportunities. The PDRs will also include a section on technical and Project risks. The Consultant will perform the following subtasks in close coordination with the District staff to develop PDRs that will provide a sound basis for the subsequent PSRs.

Subtask 2.1.1 - Perform Background Review and Data Collection

Subtask 2.1.1 - Consists of Activities A through E as described below:

A. Assemble Available Information. The Consultant will assemble available information provided by the District as well as collecting information/data that may be available from other sources, as identified by the District, to confirm and document the problem, constraints, and options. The Consultant will also consult with District staff to confirm the customer/partner/stakeholder list, Project challenges, Project Requirements, objectives, and operational and environmental constraints. The Consultant will be responsible for obtaining all Project requirements and constraints from the District, DSOD, resource agencies and other stakeholders. The Consultant will work through the District to conduct stakeholder interviews to confirm Project interests, determine and rank selection criteria.

   Review Existing Data. The Consultant will review existing analyses, reports, memoranda, and, correspondence relative to the Project. The review will include documents relevant to the potential Dam modification, outlet modification, and, spillway modification. The Consultant will review and confirm Project specific and District-wide objectives with the District, DSOD, and other resource agencies and stakeholders.

B. Collect Right-of-Way Information. Consultant will collect property boundaries and delineation/tract register information.

C. Collect Utility and Encroachment Information. Consultant will collect utility and encroachment information within the maximum probable Project footprint.

D. Field Reconnaissance. Consultant will perform field reconnaissance of the Project site and potential borrow areas to support feasibility level design activities.

Subtask 2.1.1 - Assumptions

1. District will provide electronic copies (if available) of information for use by the Consultant.

2. The District will provide boundary information in a hard copy format and electronic files (GIS and/or AutoCAD) for incorporation into Consultants maps.

3. Activity C includes one meeting with the District's Real Estate Services Unit to discuss strategies and schedules for reconnaissance/field study access onto adjacent properties, and District procedures for field clearances to incorporate in Consultant's field work plans. Meeting will also include discussion of temporary construction or permanent easements that may be needed for conceptual alternatives to be considered in the planning phase.

4. Activity D assumes review of existing utility and encroachment information is limited to expected on-site use areas of District reservoirs. If utility and encroachment studies are required for off-site areas, these services would be developed under Task 6, Supplemental Services.

5. Field reconnaissance under Activity E will be conducted by Consultant in the company of District staff who are familiar with the dams and can arrange access, and includes visual inspections and photographs of the following key facilities/areas:

    a. Spillway areas of both dams, to evaluate potential modifications to the spillway and prepare for the PMP and PMF studies, as described in Subtask 2.1.2 1.

    b. The right abutment and other areas of Calero Dam to observe the extents of historic seepage and to assist in the scoping any additional geologic reconnaissances or subsurface exploration programs that would be necessary for the seepage evaluation described in Subtask 2.1.2.3.

    c. Outlet works of both dams to observe downstream areas such as the stilling box and downstream outlet structures, and visible portions of the upstream control facilities above the reservoir waterline. The Corrosion and ROV sub-consultants will also be on-site during this reconnaissance to observe the upstream outlet condition, and plan for underwater video inspections and of the intake towers and outlet pipes and hydraulic lines, as described in Subtasks 2.1.2.5 and 2.1.2 6.

d. Upstream concrete slope panels at Guadalupe Reservoir to photograph and observe visible portions of the concrete above the reservoir waterline.

6. Except for deliverables noted below, information, observations and conclusions from Subtask 2.1.1 will be incorporated into the PDRs pursuant to Subtask 2.1.3.

Subtask 2.1.1 - Deliverables

1. Memoranda listing documents reviewed (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)
2. Memoranda confirming Project Objectives and Project Requirements (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 2.1.2 - Conduct Investigations and Analysis

Consultant will perform the following:

Subtask 2.1.2.1 - Perform PMP and PMF Hydrologic Studies for Calero and Guadalupe Reservoirs

The Consultant will perform a modified HMR Report No. 58/59 study for Calero and Guadalupe Reservoirs following DSOD Interim Hydrology Policy. Based on the PMP results, a PMF analysis will be prepared to calibrate and verify the PMF runoff models and propose spillway modifications necessary to pass the PMF. The Consultant will support the District in its negotiations with DSOD regarding spillway modifications designed to pass 1) the HMR 36 PMF or 2) the modified HMR 58/59 PMF. The result of the PMP/PMF studies will be selection of the design basis flood for subsequent planning and future design.

Subtask 2.1.2.1 - Assumption

None.

Subtask 2.1.2.1 - Deliverable

1. PMF Report (one each for Calero and Guadalupe Reservoirs) including spillway modification details

Subtask 2.1.2.2 - Perform Additional Geotechnical Foundation Investigation for Downstream Buttress.

The Consultant will drill and sample up to 6 exploratory borings downstream of the existing Calero and Guadalupe Dam embankments (3 at each dam) to identify the thickness and stratigraphy of existing alluvium and the depth of and lateral extent of work necessary for conceptual design of a stability buttress. The Consultant shall be responsible for obtaining all permits, permissions, approvals and preparing all CEQA documentation required for investigations to be performed. The geotechnical data

obtained under this subtask will be appended to the Transition to Design Report prepared under Subtask 2.2.6.

Subtask 2.1.2.2 - Assumptions

Consultant will design the geotechnical studies with the goal of avoiding impacts through the proper timing and placement of study locations. Consultant will attempt to design the studies to avoid impacts to wetlands, sensitive species habitat, and cultural resources sites and include avoidance and minimization measures such as pre-study surveys to avoid impacts. If impacts can be avoided, it is assumed that the work can be conducted under a CEQA Section 15306 (Class 6) Categorical Exemption for information collection and Consultant will prepare Categorical Exemption documentation under District guidance for their preferred format. If impacts cannot be reasonably avoided then Consultant will prepare a brief Initial Study and Negative Declaration or Mitigated Negative Declaration to satisfy CEQA requirements under Task 6, Supplemental Services.

Subtask 2.1.2.2 - Deliverables

1. Geotechnical Exploration Memorandum (one each for Calero and Guadalupe Dam) summarizing the results of the additional exploration at the dams
2. Geotechnical data Appendix to the Transition to Design Report (one each for Calero and Guadalupe Dam)
3. CEQA documentation for approvals and permits required for site investigations

Subtask 2.1.2.3 - Analyze Seepage at Calero Dam

1. The Consultant shall review existing information and assess the areas of historic seepage at the embankment of Calero Dam. Seepage conditions at Calero Dam are generally due to the combined effects of challenges faced during dam construction and complex geologic conditions in the dam foundation. Seepage appears to daylight in three distinct areas termed by the District as the "right abutment," the "embankment," and the "left toe" areas. The Consultant will address the District's requirement to improve the overall seepage monitoring and collection system.

   The Consultant shall submit a Technical Memorandum to the District on the problem with recommendations for any geotechnical investigation as needed. After such geotechnical investigation, the Consultant shall submit a Report to the District outlining options for an improved seepage collection and monitoring system as well as recommendations. The recommendations, if approved, shall eventually be incorporated in the Staff-Recommended Alternative.

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Subtask 2.1.2.3 - Assumptions

Consultant will design the geotechnical studies, if needed, with the goal of avoiding impacts through the proper timing and placement of study locations. Consultant will attempt to design the studies to avoid impacts to wetlands, sensitive species habitat, and cultural resources sites and include avoidance and minimization measures such as pre-study surveys to avoid impacts. If impacts can be avoided, it is assumed that the work can be conducted under a CEQA Section 15306 (Class 6) Categorical Exemption for information collection and Consultant will prepare Categorical Exemption documentation under District guidance for their preferred format. If impacts cannot be reasonably avoided then Consultant will prepare a brief Initial Study and Negative Declaration or Mitigated Negative Declaration to satisfy CEQA requirements as a Supplemental Services task.

Subtask 2.1.2.3 - Deliverables

1. Technical Memorandum on historic seepage at Calero Dam
2. Report on Improved Seepage Collection and Monitoring System at Calero Dam
3. CEQA documentation for approvals and permits required for site investigations

Subtask 2.1.2.4 - Provide Assessment of Outlet Works at Calero Dam and Guadalupe Dam for Emergency Drawdown

Based on information collected and existing data reviewed in Subtask 2.1.1 the Consultant shall analyze the hydraulic capacity of the outlet works at both Calero Dam and Guadalupe Dam and their ability to meet DSOD emergency drawdown requirements as well as other District operational requirements. The Consultant will present the information with analysis and recommendations in Technical Memoranda, one for Calero Dam and one for Guadalupe Dam.

Subtask 2.1.2.4 - Assumption

None.

Subtask 2.1.2.4 - Deliverable

1. Draft and Final Technical Memoranda on Assessment of Outlet Works for Emergency Drawdown (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 2.1.2.5 - Perform Condition Assessment of Calero Reservoir Outlet Works - Conditional

The outlet works include the intake structure with hydraulically operated slide gates in the reservoir, a 36-inch diameter 481-foot long concrete jacketed steel outlet pipe under the main dam and a concrete outlet containing a stilling box and a weir.

1. If the existing outlet has adequate hydraulic capacity to meet emergency drawdown and expected operational requirements (based on the review of existing information from Subtask 2.1.1, the ability of the existing outlet facilities to meet DSOD emergency drawdown requirements and District operating requirements) the Consultant shall inspect and perform a condition assessment of the Calero Reservoir outlet works

2. The Consultant shall inspect and evaluate replacement of the hydraulic system lines and related appurtenances at Calero Reservoir. The replacement options evaluated would keep the hydraulic lines away from contact with water. Some of these options may mean modifying the inlet structure to locate all valves and hydraulic lines from the reservoir so that their maintenance can occur without lowering the reservoir.

3. The Consultant will conduct a condition assessment using under water video for accessible submerged areas as well as Remote Operated Vehicles (ROV) for inspection of the outlet pipe. Prior to underwater or conduit inspections, Consultant and marine subcontractor will prepare a detailed work plan for the condition assessment in concert with District operations and maintenance staff; such plan will consider stream-flow maintenance requirements identified in the Dam Maintenance EIR, District operational and access procedures, and health and safety requirements.

Subtask 2.1.2.5 - Assumptions

1. A 1-day dive inspection of the intake structure at Calero Dam to visually observe conditions and obtain video documentation and inspector observations of conditions at the intake structure. The dive inspection will be performed by a diver with experience doing underwater condition assessments of structural concrete and steel, and mechanical equipment.

2. A 1- to 2-day ROV inspection of the outlet conduit at Calero Dam using either: (1) in-the-dry inspection with the upstream gate closed and the downstream valve open, and using a track-mounted ROV inserted from the downstream end; or (2) in-the-wet inspection with the upstream gate open and the downstream valve closed, and using a neutral-buoyancy ROV inserted from the upstream end that can be "flown" down the pipe. The ROV will obtain video images and a real time narrative of observations by the inspector that are approximately registered along the length of the pipe by tether length. Depending on the size and capabilities of equipment that can access the pipe through the gates/valves, for the in-the-dry option, it may also be possible to gather supplemental quantitative data such as UT tests and or laser/sonar profile information to gather dimensional information about the pipe, sediment and any potential obstructions.

3. During dive and ROV inspections, District will provide pump-over of reservoir water during shutdown of the outlet works as needed to maintain minimum stream flows called for in the Dam Maintenance EIR.

4. District staff will open valves and remove pipe flanges/manways as necessary to insert and retrieve the ROV, and provide operation and lockout/tagout of gates valves as needed during the inspections.

5. Hydraulic system inspections include: (1) inspection of the underwater hydraulic line/gate connections during dive inspections , (2) visual inspection of the upper connections at the control house and exposed conduits above the reservoir water levels, and (3) interview of operations staff to obtain anecdotal information about O&M procedures and past leakage issues and repairs.

Subtask 2.1.2.5 - Deliverable

1. Section in Problem Definition Report detailing the assessment and evaluation

Subtask 2.1.2.6 - Perform Condition Assessment of Guadalupe Reservoir Outlet Pipe - Conditional

The outlet works consists of a 72-inch-diameter reinforced concrete intake tower housing a 48-inch-diameter corrugated steel riser, a low-level outlet pipe which is a 36-inch-diameter 720-foot long welded steel outlet pipe encased in concrete, and an outlet structure located at the downstream toe that includes a 30-inch butterfly valve used to control flow to Guadalupe Creek.

1. If the existing outlet has adequate hydraulic capacity to meet emergency drawdown and expected operational requirements (based on the review of existing information from Subtask 2.1.1, the ability of the existing outlet facilities to meet DSOD emergency drawdown requirements and District operating requirements) the Consultant shall inspect and perform a condition assessment of the Guadalupe Reservoir outlet pipe.

2. Replacement of the intake structure and hydraulic lines is required due to the requirement to move the inlet structure away from the seismically deformed embankment footprint. The outlet structure will also need to be replaced as it will most likely be buried by the downstream buttress. Therefore only the outlet pipe will be inspected by Consultant.

3. Consultant will conduct the condition assessment using under water video for accessible submerged areas as well as ROV for inspection of the outlet pipe. Prior to underwater or conduit inspections, Consultant will prepare a detailed workplan for the condition assessment in concert with District operations and maintenance staff; such plan will consider stream-flow maintenance requirements identified in the Dam Maintenance EIR; District operational and access procedures; and health and safety requirements.

Subtask 2.1.2.6 - Assumptions

1. A 1-day dive inspection of the intake structure at Guadalupe Dam to visually observe conditions and obtain video documentation and inspector observations of conditions at the intake structure, and possibly for positioning the ROV at the base of the inlet structure will be performed by Consultant. The dive inspection will be performed by a diver with experience doing underwater condition assessments of structural concrete and steel, and mechanical equipment.

2. A 1- to 2-day ROV inspection of the outlet conduit at Guadalupe Dam using either: (1) in-the-dry inspection with the upstream gate closed and the downstream valve open, and using a track-mounted ROV inserted from the downstream end; or (2) in-the-wet inspection with the upstream gate open and the downstream valve closed, and using a neutral-buoyancy ROV inserted from the upstream end that can be "flown" down the pipe will be performed by Consultant. The ROV will obtain video images and a real time narrative of observations by the inspector that are approximately registered along the length of the pipe by tether length. Depending on the size and capabilities of equipment that can access the pipe through the gates/valves, for the in-the-dry option, it may also be possible to gather supplemental quantitative date such as UT tests and or laser/sonar profile information to gather dimensional information about the pipe, sediment and any potential obstructions.

3. During dive and ROV inspections, District will provide pump-over of reservoir water during shutdown of the outlet works as needed to maintain minimum stream flows called for in the Dam Maintenance EIR. The District will also lower Guadalupe reservoir to provide a maximum water depth of 80-feet over the bottom of the intake structure. Also, District staff will open valves and remove pipe flanges/manways as necessary to insert and retrieve the ROV, and provide operation and lockout/tagout of gates valves as needed during the inspections.

Subtask 2.1.2.6 - Deliverable

1. Section in Problem Definition Report detailing the assessment and evaluation

Subtask 2.1.2.7 - Inspect and Evaluate Upstream Concrete Slope Panels at Guadalupe Dam.

The Consultant will inspect and evaluate the condition of upstream concrete slope protection panels at Guadalupe Reservoir.

Subtask 2.1.2.7 - Assumption

1. Consultant's inspection of concrete panels will include visual inspection of panels exposed above the water line. No below-water inspection and no destructive testing will be performed.

Subtask 2.1.2.7 - Deliverable

1. Section in Problem Definition Report detailing the assessment and evaluation

Subtask 2.1.3 - Prepare Problem Definition Report

A. Based on information reviewed and collected in Subtask 2.1, the Consultant will prepare a Problem Definition Report for each dam consistent with District QEMS guidelines. The Problem Definition Report will fully establish existing conditions, define the problems and causes, identify constraints and options, and Project Requirements. The Consultant will prepare a draft report, provide response to comments, and submit a final report.

B. The Consultant will assist the District in confirming stakeholder list; provide input on the strategic outreach to stakeholders plan (prepared by the District), and assist District in developing presentation materials and stakeholder meeting preparation.

C. The Consultant will organize and conduct a Project Requirements Workshop with all stakeholders. The workshop will be combined with the Risk Management Workshop described in 2.1.3.D. The workshop scope and not-to-exceed fees are included in Subtask 1.4.

D. The Consultant will prepare and submit a Project-Risk Management Plan for District's consideration and approval. The plan will identify the risks and recommend strategies for overcoming the risks. This subtask includes conducting a Risk Management Workshop during the Planning Phase to serve as the basis for a Risk Management Plan. The workshop scope and not-to-exceed fees are included in Subtask 1.4.

Subtask 2.1.3 - Deliverables

1. Draft and Final Problem Definition Reports (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)
2. Meeting materials (including stakeholder lists) and attendance at stakeholder outreach meeting run by District (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)
3. Project Requirements Workshop and Risk Management Workshop
4. Draft and Final Project-Risk Management Plan

Subtask 2.2 - Prepare Planning Study Report

The following subtask sections describe the Consultant's scope to complete the Planning Study Report.

Subtask 2.2.1 - Develop Alternative Evaluation Methodology

Consultant will develop a model for use in screening and evaluation of conceptual and feasible alternatives. This task will rely on determination and confirmation of Project Objectives and Project Requirements and stakeholder interests and criteria determined under Subtask 2.1. Based on information received during stakeholder interviews, a model will be prepared and submitted by Consultant to the District for presentation and review. Following review of model algorithms, hierarchy, criteria, and measurement metrics, the model will be revised by Consultant based on comments received. The final model will be submitted by Consultant to the District.

Subtask 2.2.1 - Assumptions

1. Screening model will be an Excel-based spreadsheet that incorporates approximately 10 to 20 specific criteria that will serve as qualitative or quantitative metrics for evaluation of various alternatives. The model will allow independent weighting of criteria to reflect District and stakeholder priorities, as well as sensitivity testing of results based on different weighting factors. Model will allow comparison of alternatives using a total numerical score as well as a visual representation in a bar chart.

2. Subtask includes a combined 1/2-day workshop with District staff to review the draft model and proposed criteria and metrics, and agree on preliminary weighting factors for initial use in alternative comparison. The workshop scope and not-to-exceed fee is included in Subtask 1.4.

Subtask 2.2.1 - Deliverable

1. Draft and Final Alternatives Evaluation Models (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 2.2.2 - Prepare Cost-Benefit Analysis (Guadalupe Dam Only)

The Guadalupe Dam retains one of the smaller capacity (3,460 acre-feet) reservoirs owned and operated by the District. The District seeks to determine if the anticipated expenditure of a seismic retrofit would be worth the realized benefits. The Consultant will, therefore, consider a range of alternatives for Guadalupe Dam to remediate the seismic deficiencies of the embankment. These will include a full retrofit, or a complete or partial dam removal. The Consultant will perform a cost benefit analysis (CBA) for the identified dam modification alternatives. The CBA will be a systematic process for calculating and comparing the benefits and costs of the various alternatives. The CBA analysis will be used to inform the conceptual alternatives process.

Subtask 2.2.2 - Assumptions

1. Cost-benefit analysis will be prepared after conceptual alternatives have been identified under Subtask 2.2.3, Activity A.

2. The cost of various alternatives will be estimated by Consultant as part of conceptual evaluations performed under Subtask 2.2.3.

3. Consultant will work collaboratively with District to identify cost/benefit categories, and assign cost/benefit values for operational (e.g., water supply, O&M), intangible (e.g., flood protection, recreation, habitat, water quality) or/and other non-infrastructure items. Where possible, values will be estimated by applying established methodologies that rely on standard indices of costs of goods and services; where this is not possible, techniques used by federal agencies such as the U.S. Army Corps of Engineers and the Bureau of Reclamation will be applied to impute values through use of procedures such as shadow pricing. Federal guidelines for economic evaluation will also be used in determining parameters such as time horizons and discount rates to be applied in the CBA.

Subtask 2.2.2 - Deliverable

1. Draft and Final Technical Memorandum on Cost-Benefit Analysis (Guadalupe Dam)

Subtask 2.2.3 - Prepare Feasible Alternatives Report

Subtask 2.2.3 consists of Activities A through F as described below:

A. Development of Conceptual Alternatives. The Consultant will develop conceptual-level designs for each conceptual alternatives along with a description of features and function. Level of development will be sufficient to allow initial screening for fatal flaws and initial comparison based on cost, implementability, operational and environmental considerations. The conceptual designs will identify general location, configuration, and size/operational features of major components, and identify significant uncertainties or technical feasibility issues that may exist in the alternative at this stage of design development. The configuration and key features will be illustrated by conceptual drawings or figures, with key Project data/quantities summarized in a concise, standardized table or narrative.

B. Screening Evaluation of Conceptual Alternatives. The Consultant will evaluate the conceptual alternatives based on the initial screening criteria identified as part of the model development process (Subtask 2.2.1). The screening process for conceptual alternatives, however, will be less rigorous than the process that will be followed by Consultant for identification of the staff-recommended alternative. Consultant will assess the conceptual alternatives based on their ability to satisfy overall objectives and meet Project criteria. A weighted-criteria

approach will be utilized by Consultant to screen the conceptual alternatives with close coordination and input from District. At the end of the screening process a number of feasible alternatives will be identified for further evaluation.

C. Summary of Conceptual Alternatives. Following development and screening of the conceptual alternatives, the Consultant will prepare draft and final conceptual alternatives section of the Feasible Alternatives Report that includes screening rationale and initial identification of the array of feasible alternatives.

D. Refinement of Feasible Alternatives. The Consultant will further refine the feasible alternatives identified under Activity B to allow for additional evaluation and identification of a staff-recommended alternative. Consultant will provide level of detail (designs 10% stage of Project definition) for the feasible alternatives sufficient enough to provide comparative analyses and support environmental compliance documents. Consultant's engineering analyses will be carried out to the extent that enables each feasible alternative to meet design and performance criteria. The criteria identified by Consultant during model development will clearly identify data requirements for alternative analyses, the level of detail for feasibility design, and prevent unnecessary efforts. The design is intended to allow designation of a preliminary footprint and construction requirements appropriate for consideration under CEQA, and provide a more refined estimate of Project costs and other features for use in final comparison of alternatives. The configuration and key features will be illustrated by drawings or figures, with key Project data/quantities summarized in a concise, standardized table or narrative.

E. Comparison of Feasible Alternatives. The Consultant will update the previously developed decision model from Activity B with new metric information from the feasibility designs and review the model results and conduct sensitivity testing in a workshop with the District. Following completion of initial decision model analyses, Consultant will prepare a table (Feasible Alternatives Matrix) that summarizes the key features of each feasible alternative along with the relative score of each alternative along with the sub-score of each individual criterion.

F. Feasible Alternatives Report. The Consultant will summarize the forgoing analysis and comparison of alternatives in a Feasible Alternatives Report that includes a discussion of the various alternatives and the methodology and assessment criteria used to compare the alternatives and presents the Feasible Alternatives Matrix. The Consultant will participate in a workshop with District staff and DSOD to review the draft Feasible Alternatives Report.

Subtask 2.2.3 - Assumptions

1. Activity A includes development of up to 15 conceptual alternatives each for Calero and Guadalupe Reservoirs, with the alternatives based on the previously identified seismic remediation concepts for the dam embankments (5 at Calero and 4 at Guadalupe) combined with up to 2 or 3 outlet rehabilitation /

replacement concepts, and 1 or 2 spillway modification concepts at each reservoir that may be possible depending on the embankment concept and the level of reservoir drawdown allowed for construction. Construction cost opinions developed under Activity A are considered commensurate with an Association for the Advancement of Cost Engineering (AACE) International Class 5 estimate.

2. Activity D includes development of up to 5 feasible alternatives each for Calero and Guadalupe Dams. Construction cost opinions developed under Activity D are considered commensurate with an AACE International Class 4 estimate.

3. Activity E includes two 1/2-day workshops with District staff (one for Calero and one for Guadalupe). The first part of each workshop will present/discuss the feasible designs for each alternative. The second part will review the preliminary decision model results for the feasible alternatives, and identify the need for any re-weighting of criteria, either for sensitivity testing, or for inclusion in the final model. Based on the modeling and sensitivity testing, it is expected that the Staff Recommended Alternative to be carried forward will be identified. The workshops scopes and not-to-exceed fees are included in Subtask 1.4.

4. Activity F includes two workshops meetings with the District and DSOD together (one for Calero and one for Guadalupe) to review the draft Feasible Alternatives Report before finalization. The workshops scopes and not-to-exceed fees are included in Subtask 1.4.

Subtask 2.2.3 - Deliverables

1. Draft and Final Feasible Alternatives Report (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)
2. Two Feasible Alternatives Workshops with the District and DSOD together (one for Calero and one for Guadalupe)

Subtask 2.2.4 - Develop Staff-Recommended Alternative

Following the identification of the staff-recommended alternative, Consultant will develop the alternative in more detail sufficient to develop a budget level cost estimate. The Consultant will prepare a narrative description and drawings of the staff recommended alternative that will be included as a section in the Planning Study Report. The narrative will describe the key design features, construction and operational requirements, preliminary engineering design criteria, construction cost for the alternative.

Subtask 2.2.4 - Assumptions

1. The staff-recommended alternative will be developed to a level of detail sufficient to prepare an opinion of probable construction cost commensurate with an AACE (Association for the Advancement of Cost Engineering) International Class 3 estimate.

2. Report section will include preliminary engineering design drawings (approximate 20% stage of design development) to illustrate the general configuration and typical sections/details of key components of the alternative sufficient to prepare budgetary cost estimates.

Subtask 2.2.4 - Deliverable

1. Draft and Final Staff-Recommended Alternative section of the Planning Study Report (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 2.2.5 - Prepare Planning Study Report

The Consultant will prepare a Planning Study Report that describes the Project background, objectives, problem definition, conceptual alternatives analysis, public outreach process, feasible alternatives analysis, staff-recommended alternative, and the basis for its selection. The staff-recommended alternative will be fully described in the report including life-cycle operation and maintenance guidelines and costs, real estate needs, estimated construction costs, schedule, and funding. Supporting calculations and preliminary engineering drawings for the staff recommended alternative prepared will be include as appendices. The Consultant will coordinate a meeting with District staff and the DSOD to review the draft Planning Study Report (PSR) prior to finalization.

Subtask 2.2.5 - Assumptions

1. The PSR body will include a summary of the previously prepared Problem Definition (PDR) and Feasible Alternatives Reports (FAR), with the PDR and FAR to be included as separate appendices.

2. This subtask included two workshops with the District and DSOD together (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam) to review the Draft Planning Study Report before finalization. The workshop scopes and not-to-exceed fees are included in Subtask 1.4.

Subtask 2.2.5 - Deliverables

1. Draft and Final Planning Study Reports (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)
2. Two PSR Workshops with the District and DSOD together (one for Calero Dam (including fellows Dike) and one for Guadalupe Dam)

Subtask 2.2.6 - Prepare Transition Reports

Consultant will prepare the Planning-to-Design Phase Transition Report to properly transfer Project information to the District. The Transition Report will provide all relevant Project information to the District so that decisions and requirements identified during the Planning Phase will be addressed as Project requirements in the Design Phase. This will assure design deliverables meet Planning Phase objectives, and assure Planning Phase activities are not duplicated during design. Consultant will prepare a draft and final Transition Report.

Subtask 2.2.6 - Deliverable

1. Draft and Final Planning-to-Design Transition Report (one for Calero Dam including Fellows Dike) and one for Guadalupe Dam)

TASK 3 - ENVIRONMENTAL DOCUMENTATION AND PERMIT SUPPORT (REVISED)

1. The Consultant will prepare two Environmental Impact Reports (EIRs), one for Calero Dam and Fellows Dike (Elements E1 and E3) and another for Guadalupe Dam (Element E2) that comply with the requirements of the California Environmental Quality Act (CEQA) in a manner such that these documents may be presented to the District's Board of Directors as the CEQA Lead Agency, to enable them to certify the Final Environmental Impact Reports (EIRs) and adopt the Mitigation Monitoring and Reporting Plans (MMRPs). The Consultant will obtain the necessary environmental permits for construction of the Project, as well as permits/clearance needed for field investigations including supplemental geotechnical and borrow investigations.

2. The Consultant will support the District, in their role as the CEQA Lead Agency and primary contact with regulatory agencies for the Project. The regulatory agencies are as follows: State of California Department of Water Resources Division of Safety of Dams (DSOD), United States Army Corp of Engineers (USACE), United States Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW), the Valley Habitat Plan Implementing Entity and the County of Santa Clara (CSC). Under the direction of the District, Consultant will engage key agencies once sufficient Project design details exist, in order to formulate Project design alternatives that address agency concerns, and to develop appropriate CEQA mitigation measures consistent with the anticipated permitting requirements.

3. The Consultant may utilize a staggered scheduling of the two EIRs so that the Consultant may incorporate any applicable comments from the District on the first document into the second document prior to submitting it to the District.

4. The Consultant assumes that the Santa Clara Valley Habitat Conservation Plan (Valley HCP) will be operational, and impacts to upland species and habitat impacts will be permitted under the HCP. The Three Creeks Habitat Conservation Plan (Three Creeks

HCP) is not expected to be operational in time for this Project, and impacts to fisheries will need be permitted under the traditional NMFS Section 7 process.

5. Costs for environmental tasks assume economies of scale and a staggered schedule for the two dam projects. Should either dam project be cancelled or substantially delayed, estimated costs for the active dam project will be up to 65 percent of the Task 3 cost for both dam projects.

Subtask 3.1 - Develop Initial Regulatory and CEQA strategy, and coordination with regulatory agencies

1. The Consultant will inventory the regulatory permitting needs for the Project, and will work with the District to develop a strategy for pursuing regulatory approvals necessary for the design and schedule requirements of the Project.

2. Environmental permits or approvals for this Project are anticipated to include:

   a. Individual Permits under Clean Water Act Section 404, administered by the U.S. Army Corps of Engineers.

   b. Regional Water Quality Control Board authorization under Clean Water Act Section 401, as well as Waste Discharge Requirements pursuant to the State's Porter-Cologne Water Quality Control Act.

   c. Approval from the California Department of Fish and Wildlife, including Streambed Alteration Agreements (Fish and Game Code Section 1602).

   d. Biological Assessments for submittal to the National Marine Fisheries Service (NMFS) under Section 7 of the federal Endangered Species Act.

3. This task will result in production of Regulatory and CEQA Strategy Technical Memoranda which will outline the various requirements and develop a clear and comprehensive plan and timeline for addressing each.

Subtask 3.1 - Assumptions

1. One in-person meeting with District staff and one phone-call with District Staff to discuss CEQA and regulatory lessons learned from the ongoing District projects at Anderson Dam and Almaden Dam, and consider the regulatory and CEQA strategy for the Project.

2. The strategy memorandum will be comprehensive and summarize District and Consultant consensus on regulatory strategy.

3. Consultant will prepare and submit two draft memoranda per dam and one final memorandum per dam.

Subtask 3.1 - Deliverables

1. Preliminary Draft Regulatory and CEQA Strategy Memoranda (one for Calero Dam (including Fellow's Dike) and one for Guadalupe Dam). (electronic)
2. Final Draft Regulatory and CEQA Strategy Memoranda (one for Calero Dam (including Fellow's Dike) and one for Guadalupe Dam). (electronic for second review)
3. Final Regulatory and CEQA Strategy Memoranda (one for Calero Dam (including Fellow's Dike) and one for Guadalupe Dam). (electronic and hardcopy)

Subtask 3.2 - Perform Environmental Investigations and Studies

The Consultant shall perform investigations and studies needed to evaluate environmental impacts of the Project as required by CEQA and other applicable laws and regulations.

Subtask 3.2.1 - Gather and Organize Environmental Information Relevant to the Project

1. Consultant will collect and review existing materials provided by the District as referenced in Attachment Four, Reference Materials, of this Appendix One. Consultant will work with the District to identify any other existing environmental data not provided in Attachment Four. In addition to this information, Consultant will gather other pertinent information from other sources, including:

    a. The Santa Clara Valley Water District Dam Maintenance Program Final PEIR.

    b. CEQA document for projects in the vicinity.

    c. Planning documents including relevant general plans and/or master plans.

    d. The Valley Habitat Plan.

    e. Previous reports prepared by H.T. Harvey for District work in the Project area.

    f. California Natural Diversity Database (CNDDB) occurrences from the Project vicinity.

    g. Species occurrence data and status information compiled by the California Native Plant Society.

    h. Water quality and sediment data from RWQCB reports and information used to develop TMDLs for the area.

i. A delineation of the Area of Potential Effects (APE) in consultation with Project engineers and the District. Consultant will conduct a record search of the APE at the Northwest Information Center of the California Historical Resources Information System (NWIC), and compile all documents pertaining to cultural resources identification and evaluation within the APE.

j. For information on potential hazardous materials sites, Consultant will utilize information provided by the District and a database search vender such as Environmental Data Resources Inc. (EDR) to provide data from a large number of databases and will investigate identified sites as needed.

2. Consultant will review the information gathered above and provide the District a list of additional environmental data needs and copies of information materials gathered (not originally provided by the District).

Subtask 3.2.1 - Deliverables

1. Environmental data and documents for the Project (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)
Lists of additional environmental data needs, (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.2.2 - Prepare Base Map (REVISED)

1. Consultant shall prepare base maps for the Project areas. The maps shall be prepared in a Geographic Information System (GIS) format compatible with the District's GIS system; have an appropriate level of detail to serve as a basis for the analysis associated with Subtask 3.2.3, and subsequent environmental analysis; be constructed in a manner consistent with the protocol for information sharing of District's GIS department pursuant to Attachment Four, Reference # 19, District Standards for GIS Products; and be consistent with applicable metadata requirements.

2. The base maps will highlight previously mapped environmental resources in the Project areas. The base maps will serve as a platform for additional investigations and use in the CEQA analysis and permitting.

Subtask 3.2.2 - Assumptions

1. The District will provide relevant existing and available GIS information currently in their possession.

2. Consultant will utilize existing GIS-compatible data; digitizing or creating new GIS data would require authorization of additional scope and costs by the District under Supplemental Services.

3. The base map will include the entirety of each reservoir and an approximate 2.5-mile wide buffer. Additional offsite areas, such as borrow sites or access roads outside of this buffer could be added as necessary through authorization under Supplemental Services.

Subtask 3.2.2 - Deliverable

1. Base maps for Project (one for Calero Dam (including Fellow's Dike) and one for Guadalupe Dam) along with metadata

Subtask 3.2.3 - Summarize Environmental Conditions Based on Existing Data

1. Consultant will review existing reports, plans and policies and other information relevant to the Project, as identified in Subtask 3.2.1, including an assessment of environmental conditions as required by CEQA, the Migratory Bird Treaty Act, state and federal Endangered Species Acts, Clean Water Act, Porter Cologne Act, Fish and Game Code Section 1602, cultural and archaeological statutes, local ordinances, and air quality regulations.

2. Results of Consultant's analysis will be summarized by Consultant in CEQA and permitting documents. Brief memoranda will be produced which identify additional data requirements and environmental issues not previously identified. The memoranda will be submitted to District for review.

Subtask 3.2.3 - Deliverable

1. Brief Memoranda identifying additional data required and environmental issues not previously identified. (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.2.4 - Prepare Field Investigation Plan

1. Consultant will prepare separate field investigation plans for field studies pertaining to Calero (including Fellow's Dike) and Guadalupe Dams including identified borrow sources /sites and spoil disposal areas as described in Subtask 3.2.5.
2. Based on the data requirements identified under Subtask 3.2.2 and 3.2.3, Consultant will develop draft and final field investigation plans and submit them to District for review. Field investigations for the dams will include habitat surveys for sensitive biological resources, archeological surveys, baseline visual resources, and baseline traffic counts. The investigation plans will provide a description of the work to be conducted, locations, and approximate dates of field surveys, and methods to be used. In cases where equipment must be set up, such as for traffic counts, a drawing will be provided that illustrates approximate locations.

Subtask 3.2.4 - Assumptions

1. Existing water and sediment quality data in reports gathered under Task 3.2.1 will be sufficient for CEQA and permitting purposes.

2. No additional baseline air quality data is required because ambient air quality data is available from local air monitoring stations operated by Bay Area Air Quality Management District (BAAQMD).

Subtask 3.2.4 - Deliverable

1. Draft and Final Field Investigation Plans (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.2.5 - Conduct Field Investigations

Field investigations will be conducted in accordance with the Final Field Investigations Plans reviewed by the District. Proposed field investigations are as follows:

A. **Biological Resources**

1. Biological field surveys for this task will gather the information needed for the EIR, permits, and other agency authorizations. Biological field surveys will consist of habitat assessments at each dam location, conducted by two biologists over a three-day period at each dam. Consultant will map and characterize habitats at a level suitable for the CEQA impact evaluation purposes and to satisfy the requirements of permitting through the Valley Habitat Plan. The habitat data will include the two Project components, including up to four proposed on-site borrow and/or spoil sites at each dam location.

2. The Consultant will evaluate the availability and potential suitability of existing habitats for special-status species. The dominant biotic communities of the Project area will be characterized based on dominant plant and associated wildlife and will be mapped on the base map developed in Task 3.2.2 (described above).

B. **Jurisdictional Delineation**

The Consultant will conduct field studies at each dam sufficient to identify potentially jurisdictional waters of the U.S. including wetlands, as well as waters of the state. A preliminary jurisdictional delineation will be prepared using the 2008 Corps Regulatory Guidance Letter, the 2007 Memorandum re: Clean Water Act (CWA) Jurisdiction Following U.S. Supreme Court Discussion in "Rapanos v. United States," the 2012 National Wetland Plant List, and the 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0).

C. **Cultural Resources**

1. Consultant will conduct field surveys for archaeological and historic-era built environment resources within the Area of Potential Effect (APE), consisting of a pedestrian-level survey at each dam (including Fellows Dike for Calero Dam), and up to four proposed on-site borrow areas and/or spoil sites at each dam location. Consultant proposed level of effort assumes that the existing documentation of historic-era resources at Fellows Dike is complete and will not require updates.

2. The Consultant will contact the State of California Native American Heritage Commission (NAHC), and individuals identified by the NAHC, in order to notify individuals with an interest or potential knowledge of cultural resources in the area.

3. All gathered data will be used by Consultant to compile a technical report adhering to Secretary of the Interior Guidelines, which can be used in support of CEQA and Section 106 documentation, and the acquisition of federal permits.

D. **Aesthetics**

The Consultant will conduct field visits to each dam to assess existing visual resource conditions in the Project area. The field visits will include an inventory, including photo documentation of the following existing conditions: viewpoints; notable visual resources; and vividness, intactness, and unity of the Project area. Photographs will be taken at the time to be used in the analysis and for graphics.

E. **Traffic**

The Consultant will perform a field traffic assessment to qualitatively describe site conditions and will conduct daily traffic counts at up to five locations for each dam using machine traffic counting equipment.

F. **Hazardous Materials**

The Consultant will conduct a hazardous materials site database search for the Calero and Guadalupe Dams locations, using a vendor such as Environmental Data Resources, Inc. (EDR). After reviewing the database records, the Consultant will conduct a field visit to sites with known contamination that have the potential to be disturbed during construction to gather additional site-specific information.

Subtask 3.2.5 - Assumptions

1. Noise surveys will not be performed. Consultant will assume noise typical for rural environments.

2. Simplified technical memoranda: Field notes will be typed for internal Consultant use, in sufficient detail to prepare primary regulatory documents (EIR and permits), but individual technical memoranda for each field investigation will not be provided to the District.

3. Existing mercury sampling data will be sufficient to meet regulatory requirements. Should preparation of a mercury sampling plan and field sampling for mercury be necessary, it will be conducted under a separate cost and scope as Supplemental Services.

4. Species-specific or protocol level surveys are not included in the scope for Task 3. If necessary for this Project, protocol level surveys for special status plants will be conducted under Task 6, Supplemental Services.

5. Suitable borrow material will be available on-site and surveys of potential borrow areas at an off-site or a distant location will be conducted under Task 6, Supplemental Services.

6. Fisheries field work is not included in the scope for Task 3. Consultant will rely on existing data from the District and others regarding fisheries resources within the Project area.

7. Existing hazardous materials data will be sufficient to meet regulatory requirements. Should preparation of a hazardous materials sampling plan and field sampling be necessary, it will be conducted under a separate cost and scope as Supplemental Services.

Subtask 3.2.5 - Deliverables

1. Technical Memoranda summarizing all field investigations, with major findings, implications for Project, fatal flaws, and outstanding data needs. (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.3 - Prepare Project Description And Initial Study Checklist (IS)

The purpose of this task is to accurately describe the elements of the proposed Project based on the Staff-Recommended Alternative and the Planning Study Report. The description of the proposed Project Components will be used in the environmental review process and to document the level of environmental review that will be undertaken to meet CEQA requirements through development of an Initial Study (IS) and Internal Decision Memorandum prepared by the District (IDM). The IS will also indicate resource areas requiring more detailed analysis and those areas that do not involve significant issues.

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Subtask 3.3.1 - Prepare Project Description

Consultant will work with District to produce draft and final detailed Project descriptions for each EIR for use in the CEQA process, based on the review and analyses conducted in the previous two tasks. Some elements of the proposed Project such as borrow areas, staging areas, haul routes, dewatering, stream flow bypasses, and access areas will also be described. The Project Descriptions will include descriptions of design for intakes, outlets, and spillways; description of surrounding areas influenced by the reservoir and flow releases; construction techniques and equipment to be used; and construction phasing for each dam and typical operation and maintenance requirements.

The Project descriptions will be subject to District review prior to completion of the final Project descriptions by Consultant.

Subtask 3.3.1 - Deliverable

1. Draft and Final CEQA Project Descriptions (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.3.2 - Prepare Initial Study Checklist (IS)

The Initial Studies for each dam will be used by Consultant to determine issues requiring detailed analysis in the EIRs and to screen out certain topics that would not require further review in the EIRs. The Checklist will be based on the current CEQA Guidelines Appendix G: Environmental Checklist and District guidance. Consultant will provide supporting text to explain the basis for its conclusions stated in the Checklist. The Consultant will also provide conceptual level information related to impacts and potential qualitative, early conceptual level mitigation.

Subtask 3.3.2 - Assumptions

1. Once Final Project Descriptions are developed, there will be no subsequent substantive changes in Project designs and plans that would necessitate changes to the Project Description or substantively alter the scope of the environmental analysis.

2. The evaluation described in Task 3.4 below will focus on the potentially significant impacts identified in the IS checklist, or as appropriate, those raised during the scoping period.

3. The following resource topics will be dismissed from further consideration in the Initial Study (others may be eliminated as well): agricultural and forest resources, mineral resources, and population/housing.

4. The District will prepare the Internal Decision Memorandum as required by QEMS guidelines using information from this task.

5. Initial Study analyses will be qualitative. Substantive analyses, as needed, will be performed under Task 3.4.3.

Subtask 3.3.2 - Deliverables

1. Preliminary Draft Initial Studies (one for Calero (including Fellows Dike) and one for Guadalupe Dam)(electronic)
2. Final Draft Initial Studies (one for Calero (including Fellows Dike) and one for Guadalupe Dam)(electronic)
3. Final Initial Studies (one for Calero (including Fellows Dike) and one for Guadalupe Dam)(electronic)

Subtask 3.4 - Prepare Draft Environmental Impact Report

Following completion of Task 3.3, development of Draft Environmental Impact Reports will be undertaken by Consultant. This task includes the steps to prepare two Draft EIRs, in addition to the Notices of Preparation to announce the upcoming environmental review, administrative drafts for District review and public drafts to be circulated for comment.

Subtask 3.4.1 - Prepare Notice of Preparation

Consultant will prepare Notices of Preparation (NOP) for each dam to announce the upcoming environmental review and solicit public input on the scope and content of the EIR. The NOPs will include the IS's developed under Task 3.3, to inform public input regarding the environmental analysis. The two IS's developed under Task 3.3 above will be included with the NOP as an attachment, to help obtain public input regarding the impact topics to be included or dismissed from the EIR.

Subtask 3.4.1 - Assumptions

1. District will provide an initial list of interested parties.
2. District will provide a mailing list for each dam.
3. District will distribute the NOPs.

Subtask 3.4.1 - Deliverable

1. Draft NOPs (electronic); Final NOPs (15 paper copies plus one electronic copy) (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam)

Subtask 3.4.2 - Conduct Environmental Scoping

1. In collaboration with District, Consultant will schedule and plan up to four public scoping meetings required by CEQA (two for each dam). At District's direction, Consultant will attend the meeting, answer questions, and solicit comments from the public and prepare detailed meeting notes. Consultant will prepare

informational and presentation materials for the meeting. The location for the scoping meetings will be determined in consultation with the District Project Manager. Consultant will compile comments received at the scoping meeting and in response to the NOP and prepare a Scoping Summary Report.

2. Consultant will document and provide public comments to District.

Subtask 3.4.2 - Assumptions

1. District will provide service to capture public comments.
2. Consultant will not provide a meeting transcript.
3. District will make meeting place arrangements, facilitate the meeting, and make the presentation.

Subtask 3.4.2 - Deliverables

1. Draft and final public scoping meeting materials (paper and electronic) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam), scoping materials will include comment cards and up to two boards per dam

2. Scoping Summary Reports (electronic) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.4.3 - Prepare Administrative Draft EIR (ADEIR)

Consultant will prepare separate Administrative Draft EIRs for each dam including assessments of up to four (4) borrow and/or spoil areas for each dam. The ADEIR will incorporate the data and information collected and reviewed during previous tasks including Task 3.2, as well as comments submitted during the public scoping period. Technical analyses and impact assessments will be prepared using the impact topics and significance thresholds prescribed in Appendix G of the CEQA Guidelines, District input, and other applicable standards provided by the District. Only those impacts identified in the IS as a "potentially significant impact" will be evaluated in the ADEIRs. Appropriate mitigation measures will be identified for significant impacts, including the use of approved BMPs normally implemented by the District. Consultant will use mitigation measures developed for the Districts Dam Maintenance Program EIR to the extent that they are applicable to impacts of the Seismic Retrofit Project. Proposed borrow sites will be also assessed in the environmental analysis.

The approaches to each of the environmental topics that Consultant will address in the EIR are described below.

A. Aesthetics

Consultant will describe the existing aesthetic conditions, including sensitive visual resources and sensitive visual receptors, and will analyze temporary aesthetic impacts from construction as well as long-term changes in aesthetic

character. Consultant will use CEQA significance thresholds from the San Jose Envision 2040 visual resources policies and the County of Santa Clara's General Plan scenic resources policies to analyze impacts to aesthetic resources.

B. Air Quality/Greenhouse Gas

1. Consultant will analyze the potential significance of the Project's air quality and greenhouse gas emissions associated with Project construction. Each EIR will describe the existing air quality conditions of the Project area and San Francisco Bay Area Air Basin, the federal, state, and Bay Area Air Quality Management District regulations applicable to the Project, and the potential impacts from the Project's emission-generating activities. These activities include fuel combustion in construction equipment and fugitive dust generation during dam stabilization, breaching of Fellow's Dike, and borrow and spoils material transport.

2. Each EIR's impact analysis (prepared by the Consultant) will assess the significance of: 1) construction equipment emissions; 2) the health risks associated with the Project's emissions (i.e., carcinogenic and non-carcinogenic health risks); and 3) odors associated with the Project's emissions. The analysis would use methodologies consistent with the most recent guidelines available from the BAAQMD.

3. If necessary, the EIR (prepared by the Consultant) will acknowledge and disclose the potential for risks associated with airborne asbestos fibers or other contaminants associated with borrow area soils or dredge spoils, however, the EIR will not model or quantify the incremental risks associated with this impact because federal and state regulatory processes are in place to quantify and control the risks associated with this potential impact (e.g., BAAQMD Regulation 11, Rule 14 - Asbestos Containing Serpentine).

4. Consultant will prepare a discussion of the potential impacts associated with implementation of the proposed Project in the context of existing BAAQMD guidance. Consultant will use the 2011 CEQA thresholds to complete the air quality impact analysis as they still provide substantive thresholds for the analysis since there is substantive evidence for the use of these thresholds (BAAQMD CEQA Guidelines Update, Appendix D: Threshold of Significance Justification, May 2010).

5. Greenhouse gas impact analyses (prepared by the Consultant) will be based on the construction traffic projections, as described below. The impact analysis will be completed by evaluating whether the Project will comply with state Assembly Bill (AB) 32 GHG goals, consistent with BAAQMD, however, since this is a construction-only Project, no long-term greenhouse gas impacts are expected.

C. Biological Resources

1. Consultant will use the information collected in Task 3.2 and experience on similar dam projects in the region to evaluate the biological resources in the ADEIR. The biological resource evaluations will address each of the components of the Project in the context of the biotic resources of the Project sites and vicinity and identify site-specific direct, indirect and cumulative impacts. Consultant will assess potential impacts to special-status species, sensitive habitats, as well as jurisdictional waters. This analysis will include an evaluation of the effects of reservoir dewatering and stream flow reductions on downstream fisheries habitats at Calero Dam and Guadalupe Dam. Consultant will evaluate impact significance using the thresholds provided in the CEQA Guidelines and the District's guidance.

2. Mitigation will be developed by the Consultant in coordination with the District to address potentially significant impacts of the Project on biotic resources on and off the Project site. Potential mitigation options to be evaluated will include avoiding the impact, minimizing the impact by decreasing the timing and locations of the proposed actions, restoring the biotic resource to its former condition after the impact has occurred, reducing or eliminating the impact over time by appropriate preservation and maintenance operations during the life of the Project, and/or compensating for the impact by replacing elsewhere those habitats or those biota that have been adversely affected.

D. Cultural Resources

Consultant will conduct a cultural resources evaluation for both dams in compliance with CEQA, NEPA, and Section 106 of the National Historic Preservation Act (Section 106). Consultant will use the results of recent cultural resources studies conducted within the Project areas and collected as part of Task 3.2—such as those in support of the Final Program Environmental Impact Report for the Santa Clara Valley Water District (SCVWD) Dam Maintenance Program—in order to assess Project effects, make mitigation recommendations, and make recommendations of eligibility for listing on the National Register of

Historic Places (NRHP) and/or the California Register of Historical Resources (CRHR).

E. Geology and Soils

Using prior site-specific knowledge and existing data, Consultant will analyze the Project's potential to expose people or structures to substantial adverse effects from the rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, or landslides. Consultant will also address the potential for soil erosion and liquefaction, and will recommend mitigation measures to minimize the loss of topsoil and erosion during construction.

F. Hazards and Hazardous Materials

Consultant will evaluate potential threats to public health and safety from hazardous materials and other hazards that could result from Project construction. Consultant will review available environmental database reports collected under Task 3.2, describe the regulatory framework, and potential impacts from construction. Potential disturbance of existing hazardous materials/contamination sites located within the area of construction disturbance and 1/8 mile around construction disturbances will be evaluated.

G. Hydrology and Water Quality

Consultant will evaluate impacts to hydrology, flood control, and water quality, and in particular assess construction impacts on water quality and hydrology parameters, along with applicable federal, state, and local regulations. Consultant will evaluate potential water-quality impacts that could stem from reservoir dewatering, construction of cofferdams, and other in-water and near-water Project construction activities. Consultant will evaluate the potential for Project activities to expose or mobilize mercury (a greater concern at Guadalupe Reservoir), both during and following construction activities. Consultant will also prepare an analysis for potential bioaccumulation of contaminants resulting from aqueous mobilization due to drawdown, cofferdam, and in-water construction activities. This analysis will consist of a qualitative evaluation of the construction work relying on water and sediment contaminant data supplied by the District (if available) or otherwise publically available.

H. Noise

1. Noise and vibration impacts associated with the Project are anticipated to be limited to temporary noise from on-site construction activities and haul trucks traveling on local streets to and from the two dam locations. Consultant will describe in each EIR the existing noise and vibration environment of the Project area, identify sensitive receptors, and compare projected construction noise to local noise standards (i.e., County of Santa Clara and City of San Jose).
2. Consultant will, in each EIR, identify typical construction equipment sound levels, quantify peak and typical construction activity noise levels (including attenuation due to topography and ground cover), and, if

necessary, identify best management practices or mitigation measures to reduce the magnitude of potential construction noise impacts, such as restricted work hours or blasting noise management plans if blasting is proposed.

I. Land Use and Planning

Although the Project would be exempt from local building and zoning ordinances under California Government Code Section 53091, Consultant will assess whether the Project would conflict with local land use plans, policies and regulations adopted for the purpose of avoiding or mitigating an environmental effect. The impact analysis will consider relevant policies from local jurisdictions including the City of San Jose General Plan and Zoning Ordinance, County of Santa Clara General Plan and Zoning Ordinance and County of Santa Clara Parks and Recreation Department policies (related to the breaching of Fellow's Dike).

J. Traffic and Transportation

The transportation analysis will focus on construction impacts only. Working with the Project engineers, Consultant will prepare Project trip and vehicle miles travelled (VMT) estimates including construction vehicles and workers. The VMT due to the Project will be used in modeling for air quality and greenhouse gas (GHG) emissions estimation in the EIR. Consultant studies will also evaluate site access and roadway systems near the dams in terms of roadway widths, curvatures, capacities, pavement strength, and integrity to identify appropriate access routes, seeking the least impact and shortest distance. Consultant will identify local roadways near the access points to the dam construction area that may experience short-term construction impacts in the section and will discuss potential delay on these roadways related to construction activities in terms of "time spent following" construction vehicles.

K. Recreation

Each EIR will contain an analysis of the relevant Project Component's impacts to recreational resources during Project construction and long-term operation of the dams and reservoirs once the retrofit Project is completed. Significance thresholds from the San Jose Envision 2040 Parks, Open Space and Recreation policies and the Santa Clara County General Plan recreation policies will be used to analyze impacts to recreation facilities.

Utilities and Service Systems

The primary function of Calero and Guadalupe Dams is to store and convey water supply. Construction of the proposed dam improvements may temporarily affect water supply availability and distribution, the impacts of which the Consultant will evaluate. Other public utilities, such as electricity, gas,

stormwater, and wastewater facilities would not likely be affected. While the intent of the Project is to avoid alterations to public services such as police enforcement and fire protection, Consultant will evaluate the potential effects on these services. If necessary, Consultant will identify feasible and appropriate measures for avoiding or reducing impacts to public utilities and services.

L. Cumulative Impacts

1. Consultant will prepare a cumulative analysis for projects that may occur at the same time or near the Project vicinity. This may include other District dams such as Almaden or Anderson, depending on how construction schedules for those projects coincide with the construction schedules of the Guadalupe and Calero Project Components.

2. The documents will also contain sections on CEQA alternatives and other statutory considerations, including growth inducement or irreversible impacts, as well as lists of preparers and appropriate appendices.

Subtask 3.4.3 - Assumptions

1. The study area for biological and cultural field surveys will be limited to the core Project areas, including Guadalupe Reservoir and Dam, Calero Reservoir and Dam (including Fellows Dike) and immediate environs. Surveys in additional Project areas outside the core areas such as off-site borrow areas, staging, disposal; water storage and release areas would require additional scope and not-to-exceed fees and may be performed as Supplemental Services.

2. Borrow areas will be identified on-site.

3. Land Cover Maps produced for the ADEIRs will be appropriate to meet the requirements of the Valley Habitat Plan application package in Task 3.7.

4. The District will provide a list of its concurrent projects to be analyzed for cumulative impacts. Consultant will contact County of Santa Clara for a list of other projects in the area to include in the cumulative analysis.

5. No visual simulation modeling will be needed, and photography of the existing areas will be sufficient to present the analysis of aesthetic impacts.

6. Consultant work effort does not include recreation counts, surveys, or outreach to the recreation community.

7. No field work or laboratory analysis is necessary to evaluate hydrology and water quality for this task.

8. District's engineering consultant will provide conceptual engineering for turbidity control during reservoir dewatering and when reservoir is empty during construction. (NEW)

Subtask 3.4.3 – Deliverable (REVISED)

1. Three (3) hard copies of each Administrative Draft EIR (ADEIR), and electronic copies in PDF and MS Word formats (one set for Calero (including Fellow's Dike) and one set for Guadalupe Dam)

Subtask 3.4.4 - Prepare Draft EIR

Based on District comments provided to Consultant on the ADEIR, Consultant will revise the Administrative Draft EIR and issue a second draft ADEIR. The Consultant will respond to comments on the second ADEIR and the resulting document/s will be the Public Draft (DEIRs). District will be provided screen check copies of the Draft EIRs to ensure that comments have been incorporated prior to printing.

Subtask 3.4.4 - Assumptions

1. District will provided consolidated comments. (NEW)

2. One in-person meeting at the District's office or conference call for each DEIR to review District comments.

3. Hardcopy documents will be comb bound or in binders.

Subtask 3.4.4 - Deliverables

1. Second ADEIR (3 paper and 1 electronic copy) incorporating comments on the initial ADEIR (one set for Calero Dam including Fellows Dike and one set for Guadalupe Dam)
2. Screen-check Draft EIR (3 paper and 1 electronic copy) (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).
3. 75 copies of the Public Draft EIRs (20 paper and 55 electronic copies on CDs), along with an unbound, reproducible copy. Electronic copies will be submitted on CD in both high resolution and low resolution versions (less than 4 MB), suitable for downloading from the District's website. The electronic copy will include separate files by chapter or resource section for ease of downloading. (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

Subtask 3.5 - CEQA Public Noticing and Participation Requirements

This task identifies the steps required for release and public review of the Draft Environmental Impact Report.

Subtask 3.5.1 - Prepare Information for District Website and Filing Draft EIR with the State Clearinghouse

1. Consultant will prepare a Notice of Availability (NOA) for each dam for public mailing and posting on the Districts website. The NOAs will be developed in compliance with CEQA Guidelines Sections 15087 and 15105.

2. The Consultant will send the NOAs to the County of Santa Clara Clerk/Recorder for recording and all responsible and trustee agencies, and the State Clearinghouse. The NOAs will be mailed to the public by the District. The District will publish the NOA in a newspaper of general circulation consistent with District public outreach procedures.

Subtask 3.5.1 - Assumptions

1. District will prepare and pay for newspaper advertisements.
2. District will distribute materials except as noted above.

Subtask 3.5.1 - Deliverables

1. Draft and Final NOA or publication on District website and State Clearinghouse filing. (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam)
2. Newspaper advertisements, if these must be formatted differently from the NOA. (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam)

Subtask 3.5.2 - Prepare Notice of Completion for Filing with State Clearinghouse

In coordination with District, Consultant will prepare the Notice of Completion (NOC) that contains a brief Project description and location, address where the Draft EIR is available for public review, and the dates of the review period. The Consultant will submit the NOC to the State Clearinghouse, along with the NOA prepared under this Task to start the 45-day public review period in compliance with CEQA Guidelines Section 15085.

Subtask 3.5.2 - Deliverables

1. Draft and Final NOC for Calero Dam (including Fellows Dike) and Guadalupe Dam
2. State Clearinghouse filing materials for Calero Dam (including Fellows Dike) and Guadalupe Dam (15 CDs and 15 copies each of the Executive Summary)

Subtask 3.5.3 - Prepare for and Attend Public Hearing

During the public comment period Consultant will support the District in preparing for public meetings or hearings for the District Board of Directors. Consultant will assist the District in presenting the Project, describe the CEQA process, and answer questions on the EIR from the Board of Directors and public. Consultant will record notes during the public meetings and hearings. As part of this task, Consultant will prepare meeting notices / announcements, public hearing and meeting displays, handouts, presentations in coordination with the District. Consultant will record written public comments during these hearings and meetings.

Subtask 3.5.3 - Assumptions

1. One public meeting will be held for each dam EIR at a community facility near each project location. The District will handle arrangements for the meeting rooms and will facilitate the meetings and present the Project.

2. District will provide service to capture public comments.

3. Consultant will respond only to written comments submitted on the EIRs by mail or on comment cards at the meetings, or notes captured by the District.

4. Consultant will maximize use of master responses and will respond to up to 30 comment letters or 300 total comments per dam EIR.

Subtask 3.5.3 - Deliverables

1. Public Hearing Display Material (up to 4 presentation boards for each dam) (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam)
2. Agenda(s) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)
3. Presentation(s) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)
4. Handouts (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)
5. Public comment cards (paper)
6. Meeting Notes (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.5.4 - Respond to Public Comments

After the close of the public comment period on the Draft EIRs, Consultant will review comment letters provided by the District and will prepare a numbered matrix of all public comments received. Consultant will assess whether they can address certain comments with "Master Responses." For comments that require individual responses, Consultant will prepare those as appropriate.

Subtask 3.5.4 - Assumptions

1. One conference call for each dam EIR to discuss comment matrix and strategy to respond to comments.

Subtask 3.5.4 - Deliverables

1. Draft Responses to Comments (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.6 - Prepare Final Environmental Impact Report

Following completion of the public review process for the Draft EIR, the Final EIR will be completed by Consultant.

Subtask 3.6.1 - Prepare Final EIR

1. Based on the public comments and the Draft Response to Comments in Subtask 3.5.4, Consultant will prepare the Administrative Final EIR, incorporating public comments, responses to comments and content of the Draft EIR. The Administrative Final EIRs (AFEIR) for each dam will include copies of the comment letters received on the Public Draft EIR, a specific response to each comment (from revised (after District comments) Response to Comments Report), and any text edits to the Draft EIR as a result of public comments. Based on District comments, Consultant will revise the response to comments to develop a Final Response to Comments. The Final Response to Comments Report will be included in the Final EIRs.

2. The AFEIRs will also include the Mitigation, Monitoring, and Reporting Program (MMRP). Consultant will prepare Draft MMRPs for each dam in compliance with CEQA Guidelines Section 15097 and District QEMS guidelines. The MMRPs will incorporate the mitigation measures proposed in the Draft EIRs with information including, but not limited to responsibility for performing the measures, standards of performance, and the entity responsible for ensuring the mitigation is carried out as specified.

3. Consultant will complete the Final EIRs based on comments received from the District on the Screen Final EIRs. Preparation of the Final EIRs is assumed primarily related to document layout, format, and final editing.

4. A copy of the Final EIRs (on CD) will be provided by the Consultant to any public agency that submitted comments on the Public Draft EIRs and per CEQA Guidelines Section 15089(b), the Final EIR will be distributed to commenting agencies at least ten days prior to certification of the Final EIR.

Subtask 3.6.1 - Assumptions

1. One in-person meeting at the District's office or conference call for each AFEIR to review District comments. The District will provide a set of consolidated comments on the Draft Response to Comments Reports with any discrepancies resolved.

2. Quantitative reanalysis to respond to Draft EIR comments and changes to the Project Description that require EIR updates between Draft and Final versions may be performed under to Task 6, Supplemental Services.

Subtask 3.6.1 - Deliverables

1. Initial Administrative Final EIRs with MMRPs - 10 hard copies, along with an electronic copy of each AFEIR in both PDF and MS Word format. (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam)
2. Administrative Final EIRs with MMRPs incorporating comments, as appropriate, on the initial AFEIR (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam) 10 hard copies, along with one electronic copy
3. Screen Check Response to Comments on AFEIRs and MMRPs – 3 bound copies plus a CD with PDF and MS Word versions (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam)
4. Final EIRs—20 hard copies, plus one unbound, reproducible copy, of the Final EIR for the District's internal use, reproduction, and distribution. Consultant will also produce PDF and MS Word versions of the document on CD. (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam)

Subtask 3.6.2 - Prepare Findings and Statement of Overriding Considerations

In coordination with the District, Consultant will prepare draft Findings for each Project Component for each significant impact, and a Statement of Overriding Consideration for significant impacts found to be unavoidable, if applicable, for the District's use in certifying the Final EIRs and approving the Project. The Statements of Overriding Considerations, if required, will express the District's reasons for approving a Project that would have significant, unavoidable impacts on the environment. The Statement of Overriding Considerations will be based on supporting evidence in the administrative record. Consultant will prepare the findings in compliance with CEQA Guidelines Section 21081 and 21081.5. Following review and comment of the draft Findings, Consultant will finalize the Findings for adoption.

Subtask 3.6.2 - Deliverable

1. Draft and Final Findings and Statement of Overriding Considerations. (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.6.3 - Prepare Notice of Determination (NOD)

Consultant will prepare draft Notices of Determination for District review and filing once the Project has been approved by the District Board of Directors. Within 5 days of Project approval, Consultant will file the Notice of Determination with the County of Santa Clara clerk and mail it to anyone who requested a copy of the notice.

Subtask 3.6.3 - Deliverable

1. Draft and Final Notice of Determination (one for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam)(electronic)

Subtask 3.6.4 - Assist with Public Hearing and Certification of EIR

Consultant will provide support to District for the public meeting(s) or hearing(s) where the District Board of Directors considers the EIR for approval. Consultant (as needed) will attend the Board's meeting, as requested. Consultant will record notes of public comments during the meeting and provide those comments to the District.

Subtask 3.6.4 - Assumptions

1. Two hearings (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam) to be held at the District's boardroom. District will present Project to the Board.

2. No official transcription will be provided. Notes from the public meeting will be prepared for the District's review. Copies of all comments received in writing will be provided to the Consultant by the District.

Subtask 3.6.4 - Deliverables

1. Public Hearing Displays, Handouts (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)
2. Meeting notes from public meeting (hearing) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.7 - Prepare Regulatory Permitting

The purpose of this task is for Consultant to produce permit applications, environmental documents and other supporting material needed for Project implementation. District will take the lead in negotiations with regulatory agency staff. Consultant will provide support with negotiations as noted below.

Subtask 3.7.1 - Assist with Initial Regulatory Agency Consultation

Under the direction of District, Consultant will plan and participate in initial consultation(s) with regulatory agency personnel. Consultant will be responsible for keeping detailed notes of meeting(s).

Subtask 3.7.1 - Assumptions

1. Up to two pre-application consultation meetings and two post application consultation meetings with regulatory agency personnel either at their offices in Santa Rosa, Sacramento or the San Francisco Bay Area.

Subtask 3.7.1 - Deliverables

1. Initial Consultation Meeting Agenda and Notes. (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.7.2 - Prepare Draft Permit Applications

1. In consultation with the District, Consultant will prepare draft permit applications for compliance with applicable regulations for the following agencies:

    a. United States Army Corp of Engineers (USACE);
    b. San Francisco Bay Regional Water Quality Control Board (RWQCB);
    c. California Department of Fish and Wildlife (CDFW); and
    d. Valley Habitat Plan Implementing Entity.

2. For each application, Consultant will first prepare a draft version of the application for review by the District. Based on District comments, Consultant will revise the draft applications. Consultant will finalize the applications for submittal to the regulatory and local agencies under Task 3.7.5.

3. The Draft Permit Applications are listed below:

    a. U.S. Army Corps of Engineers

    The Project will require approval from the USACE under Section 404 of the federal Clean Water Act (CWA). An Individual Permit Application will be prepared for each Project Component (one for Calero Dam (including Fellow's Dike), and one for Guadalupe Dam) that will consist of the following:

    1) Cover Letter.

    2) Engineer Form 4345, Application for Standard Permits. This is the standard permit application form for USACE permits. The Jurisdictional Delineation conducted as part of Task 3.2 and the

Project description utilized in the EIR, along with USACE discussions, will determine if the Project Component qualifies for authorization under an existing Nationwide Permit or if a USACE Individual Permit is required. Consultant assumes that USACE Individual Permits will be required for work at both dams due to the locations and types of work required upstream and downstream of the two dams.

3) 404(b)(1) Alternatives analysis and Environmental Assessment (if necessary). If an Individual Permit is required, Consultant will prepare the following supporting documents: 1) an alternatives analysis pursuant to CWA Section 404(b)(1), and 2) an analysis of compliance with the National Environmental Policy Act (NEPA). The alternatives analysis will identify the least environmentally damaging practicable alternative. These analyses are not necessary if the Project Component qualifies for authorization under a Nationwide Permit.

4) Mitigation and Monitoring Plan. Consultant will utilize the Mitigation and Monitoring Plan (MMP) developed under Task 3.7.4 to support the USACE Application.

5) Public Notice (if necessary). For each Individual Permit, Consultant will prepare a draft of the public notice for USACE's finalization and publishing in the Federal Register.

6) Jurisdictional Delineation and Biological Assessments. Consultant will utilize the Jurisdictional Delineation conducted as part of Task 3.2 to support this application. Consultant will prepare a Biological Assessment under Task 3.7.3 to support the USACE formal consultation with the National Marine Fisheries Services (NMFS). However, Consultant assumes that the requirements for formal consultation with the United States Fish and Wildlife Services (USFWS) will be minimal because the proposed Project is covered under the Valley Habitat Plan Section 10 Permit. Therefore, the USFWS Biological Assessment will consist of a brief letter summarizing compliance with the terms of the Section 10 permit.

7) Cultural Resources Investigation for Section 106 Compliance. The background research and field studies under Task 3.2 will be used to prepare a Section 106 complaint cultural resource technical document required by the Corps in their 404 permitting process. In support of the 404 permit applications, Consultant will prepare a Draft and Final Finding of Effect (FOE) cover letter. The cover letter will briefly describe the Project and the Project activities that are subject to permitting. The FOE will describe any

NRHP/CRHR-eligible resources potentially affected by the Project. Consultant will support the District's role to work with the federal Section 106 lead agency (USACE) in order to ensure appropriate consultation with Native American representatives and the State Office of Historic Preservation, successful compliance with Section 106, and issuance of federal permits.

Consultant will prepare a Memorandum of Agreement (MOA) prior to completion of the Section 106 process and issuance of the 404 permit per USACE and the State Historic Preservation Office (SHPO) requirements. It is anticipated that a Treatment Plan for the affected structures at Fellows Dike would be required prior to construction, but not necessary for 404 permit issuance. If required by the USACE for permit issuance, Consultant will prepare a Treatment Plan if authorized as a Supplemental Service.

b. San Francisco Bay Regional Water Quality Control Board

Both Components of the proposed Project will require authorizations from the San Francisco Bay RWQCB including a water quality certification (WQC) under Section 401 of the CWA and waste discharge requirements (WDR) under the state Porter-Cologne Water Quality Control Act.

Consultant will prepare the following items in support of the RWQCB permit applications for each Project Component (One for Calero Dam including Fellow's Dike and one for Guadalupe Dam):

1) Cover Letter.

2) Form R2C502-E, Application for 401 WQC and/or Report of Waste Discharge. This is the standard permit application form for RWQCB 401 WQC and/or WDR.

c. California Department of Fish and Wildlife

The proposed Project will require approval from CDFW pursuant to Fish and Game Code Section 1602 (Lake or Streambed Alteration Agreement [LSAA]).
Consultant will prepare the following items to support acquisition of a LSAA for each Project Component (One for Calero Dam including Fellow's Dike and one for Guadalupe Dam):

1) Cover Letter.

2) Form FG2023, Notification of Lake or Streambed Alteration. This is the standard permit application form for a Streambed Alteration Agreement.

d. Santa Clara Valley Habitat Conservation Plan Implementing Entity

Consultant anticipates that the Incidental Take Permits issued by USFWS and CDFW under the Valley Habitat Plan will be issued and available for use by the Project in accordance with the Federal Endangered Species Act (FESA) and California Endangered Species Act (CESA) by the time this Task is started. The Valley Habitat Plan requires submittal of project-specific documentation to the Implementing Entity. The process for review and approval of the documentation has not yet been established and may be subject to change.

Consultant will use District's existing documentation of resources, and the habitat level studies scoped under Task 3.2, to evaluate potential impacts to biological resources within the Project area and vicinity to satisfy the Valley Habitat Plan species-specific survey. The conditions for the following biological resources will be addressed as appropriate:

1) California red-legged frog, foothill yellow-legged frog, and western pond turtle

2) Contra Costa goldfields

3) Serpentine-endemic rare plants

4) Bay checkerspot butterfly habitat

5) Blue and valley oaks

6) Western Burrowing Owl

7) Least Bell's Vireo

8) Tricolored Blackbird

Consultant will prepare the following items in support of the Valley Habitat Plan Implementation Applications. One package will be prepared for each Project Component (One for Calero Dam including Fellow's Dike and one for Guadalupe Dam):

1) Cover Letter.

2) Reservoir-Specific Dewatering Plan.

3) Habitat Plan Application Package. The Habitat Plan Application Package will include the following information as specified in the Valley Habitat Plan:

   (a) A description of the Project and a map showing the location;

   (b) Documentation of existing land cover types in the Project area from District-provided information;

   (c) A map of wetlands and other waters in the Project area;

   (d) Results of species surveys previously conducted within the proposed Project region; and

   (e) Documentation of additional avoidance and minimization measures that will be implemented.

Subtask 3.7.2 - Assumptions

1. USACE

a. Project design changes following finalization of the HMMP may require revisions to the HMMP. If so, it may be conducted under Supplemental Services.

b. Mitigation design plans and specifications are not included in the Consultant scope of work and may be conducted under Supplemental Services.

c. The USACE will verify the preliminary jurisdictional determination based on the delineation conducted as part of Task 3.2. Typically, this is adequate for most projects evaluated by the USACE. If not adequate, preparation of additional materials required for an approved determination may be conducted under Task 6, Supplemental Services.

d. Field delineations for waters and wetlands for upstream water storage opportunities or downstream water release locations are not included. However, Fellows Dike area is included.

e. For permitting purposes, a Treatment Plan for Historic Resources at Fellow's Dike is not required for Section 106 compliance. A Treatment Plan will be required prior to construction and may be prepared during final design.

f. Task will include permits for one round of geotechnical investigations, which assumes the need for permits from CDFW (1600 LSAA) and Valley Habitat Plan. (NEW)

2. RWQCB

a. The preliminary jurisdictional delineation in Task 3.2 will identify waters of the state and the HMMP prepared for the USACE will contain elements required by the state and will be sufficient for the RWQCB review.

b. Sediment and water quality data sufficient for RWQCB review and approval is available and will be provided by the District.

3. CDFW

a. The HMMP prepared for the USACE will be prepared with enough content and detail to be sufficient for the CDFW review.

b. The Jurisdictional Delineation submitted to the USACE will be acceptable to CDFW for waters of the state.

4. Valley Habitat Plan Implementing Entity

a. Where the District is unable to supply data to meet the species-specific surveys, additional surveys may need to be performed under Task 6, Supplemental Services.

b. USACE consultation with USFWS for Section 7 and/or additional agency review as required by the Valley Habitat Plan will be limited to USFWS review of the Habitat Plan Application Package and the Reservoir-Specific Dewatering Plan. No additional documents will be prepared.

c. If preparation of a Project specific Biological Assessment for Section 7 consultation with the USFWS is determined to be required, it may be conducted under Task 6, Supplemental Services.

Subtask 3.7.2 - Deliverables

1. Initial Draft Permit Applications for each agency referenced in this Subtask 3.7.2. (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam). Draft Permit Applications include:
   a. USACE Section 404 Nationwide Permit Pre-construction Notification or Individual Permit Application
   b. San Francisco Bay RWQCQ 401 WQC/WDR Application
   c. CDFW LSAA Notification

d. Valley Habitat Plan Implementation Application

2. Final Draft Permit Applications for each agency referenced in this Subtask 3.7.2 (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam) incorporating District comments.

Subtask 3.7.3 - Prepare NMFS Biological Assessment

1. In consultation with District, Consultant will prepare for District review the draft and final Biological Assessment (BA), as appropriate, for each dam to facilitate the USACE's formal Section 7 consultation with NMFS regarding potential Project impacts to listed fish species and critical habitat regulated by NMFS.

2. During or prior to preparation of the BAs, Consultant will participate in two meetings between the District and NMFS in order to review potential impacts of Project, related issues, avoidance and minimization measures, conservation measures and potential Project benefits to listed fish. Both Calero and Guadalupe Dams will be addressed within the two meetings.

3. Substantial existing information is available regarding the fisheries habitat associated with Calero and Guadalupe Creeks downstream of the two dams. The Consultant will utilize existing fisheries information to address the potential for the District's Project to result in "take" of the Central California Coast Steelhead DPS in Alamitos, Calero, and Guadalupe Creeks, as well as adverse modification of their habitat, as well as adverse effects on Essential Fish Habitat (EFH), as defined by Section 9 of the federal Endangered Species Act (ESA) and the EFH provisions of the Magnuson-Stevens Act.

4. Consultant will include the following in the BA:

   a. Detailed analysis of direct, indirect, and cumulative effects of actions affecting waters of the United States, associated listed species, critical habitat, and selected Essential Fish Habitat (EFH) species (as applicable).

   b. Review of downstream water release alternatives.

   c. Identification of the potential for "take" of the Central California Coast Steelhead DPS, adverse modification of critical habitat, and adverse effects to EFH (as applicable), and avoidance and minimization measures.

   d. Where appropriate, identification of additional actions that would assist in species conservation and are tied to tasks identified in recovery plans.

   e. Description of monitoring and reporting programs.

f. Potential Project effects on the listed species, considering intensity, duration, frequency, and severity of actions.

5. Once complete and approved by the District, the Consultant will submit the BAs to USACE during the CWA Section 404 permitting process under Task 3.7.2. It is assumed that the USACE will then submit the BAs to NMFS for subsequent development of biological opinions (BOs).

Subtask 3.7.3 - Assumptions

1. Development of species specific conservation measures for California Central Coast steelhead would be developed under Task 6, Supplemental Services, if required.

2. The BAs will be based on the flow schedules currently utilized by the District or other flow schedules provided by the District.

3. Fisheries field work is not required.

Subtask 3.7.3 - Deliverables

1. Draft and Final Biological Assessment (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.7.4 - Prepare Habitat Mitigation and Monitoring Plan

1. Consultant will prepare a Draft Habitat Mitigation and Monitoring Plan (HMMP) separate from, but consistent with, the MMRP developed as part of the CEQA process. The final HMMP will be in the form of a report detailing mitigation plans, which will be sent to the resource agencies with the permit applications finalized in Subtask 3.7.5.

2. In the HMMP, the Consultant will identify measures that will be implemented to mitigate temporary and permanent impacts to biological resources resulting from the activities of the proposed Project. This will utilize, as needed, any Fish Rescue and Relocation Plan for each reservoir, and, Flow Maintenance Plan for each reservoir. These plans will be developed as needed, by the Consultant depending on the Staff- Recommended alternative/s. In the HMMP, the Consultant will identify timelines for the implementation of other wetland, waters, and fisheries mitigation defined in the CEQA document, responsible parties, reporting procedures, and other logistics, the frequency of occurrence, and performance standards, as necessary.

3. Consultant will develop a Final HMMP based on District comments on the Draft plan (one-round of comments).

Subtask 3.7.4 - Assumptions

1. The HMMP will summarize proposed wetlands, waters, and fisheries mitigation developed in the permitting tasks (Subtask 3.7.1 and 3.7.2). This task will not include the development of additional mitigation design drawings or specifications.

2. Mitigation for Calero and Guadalupe Dams will be coordinated, so that impacts for both dams will be analyzed together, and proposed mitigation for both will be packaged to the extent allowed by regulatory agencies. Since Almaden Dam is also in the Guadalupe Watershed, coordination will be required with respect to aquatic habitat impact evaluation.

3. Mitigation for upland species/habitats is available through purchase of conservation credits through the SCV HCP process and a detailed plan is not required for these species/habitats. If the HCP process is not in effect, a separate HMMP for upland species / habitats will be developed under Task 6, Supplemental Services.

4. Tree removal is exempt from the County of Santa Clara Tree Removal Ordinance.

Subtask 3.7.4 - Deliverable

1. Draft and Final Habitat Mitigation and Monitoring Plan (HMMP) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.7.5 - Prepare Final Permit Applications

Based on the comments received from District, Consultant will prepare the final permit applications for the Project, which District will distribute, as appropriate. Consultant will submit, in one package, all technical information that went into the biological assessment and permit applications. This may include, but not be limited to, GIS files, vegetation or wildlife survey results, cultural, and resource data.

Subtask 3.7.5 - Deliverable

1. Final Permit Applications (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.7.6 - Provide Support during Permit Negotiation

Consultant will provide support to District during permit negotiations. This support may take the form of strategizing with District, preparing handouts and/or displays, attending meetings to answer questions and/or give short presentations. At District discretion, Consultant may be responsible for preparing meeting notes to document meeting discussions and outcomes.

Subtask 3.7.6 - Assumption

1. Six (6), four-hour joint agency meetings in Santa Rosa, Sacramento, San Francisco, or District Offices.

Subtask 3.7.6 - Deliverables

1. Negotiation meeting(s) material and displays (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)
2. Attendance at negotiation meeting(s) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)
3. Meeting Notes (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.7.7 - Prepare Reservoir Dewatering Plans, Fish Rescue and Relocation Plans and Flow Maintenance Plans

1. The Consultant will prepare up to two reservoir-specific dewatering plans, one for each dam, as required under the Santa Clara Valley Habitat Conservation Plan (SCVHCP) and CEQA if dewatering is required for the preferred alternative. Each plan will cover the schedule and method of dewatering and will refer to both a Fish Rescue and Relocation Plan and a Flow Maintenance Plan to address potential impacts to fisheries resources within and downstream of the reservoir.

2. The Fish Rescue and Relocation Plan will be prepared according to the requirements of the SCVHCP and the requirements of CDFW for preparation of a 1602 Lake and Streambed Alteration Agreement for the proposed Project.

3. Consultant will utilize existing information to evaluate potential fish relocation needs at each reservoir. The Fish Rescue and Relocation Plan will address methods, personnel qualifications, schedule, and monitoring for proposed fish rescue activities. Consultant will coordinate agency contact with the District, as appropriate, to identify specific issues for fish rescue including relocation locations and strategies to address non-native, invasive species.

4. Consultant will develop a Construction Period Flow Maintenance Plan for the stream reaches located downstream of each dewatered reservoir. This plan will identify feasible measures that would be implemented by the District during construction to maintain minimum flows to maintain downstream fisheries habitats.

Subtask 3.7.7 - Assumptions

1. This task will be based on existing flow and habitat data available to the Consultant.
2. District will provide available background information related to fisheries at the designated relocation sites.

3. District will provide information on current operations, operation during construction, and planned post-construction operations such as current instream flow releases, expected releases (if any) to downstream creeks during construction and expected operation of the multi-port intakes and downstream releases post-construction. (NEW)

4. Two meetings with District staff and agencies as appropriate to discuss measures incorporated into these plans.

5. Collection of field data, if required, would require a separate scope and cost estimate under Supplemental Services.

Subtask 3.7.7 - Deliverables

1. Draft and Final Reservoir Dewatering and Fish Rescue Plan.
2. Draft and Final Flow Maintenance Plan

TASK 4 - DEVELOP ON-SITE BORROW AND SPOIL REQUIREMENTS (UNCHANGED)

The Planning Study Report will include an assessment of potential borrow and spoil disposal sites at Calero and Guadalupe dams. Consultant will identify on-site quarry/quarries and on-site spoil disposal/stockpile areas for both dams, starting during the planning phase to allow permits to be obtained commensurate with certification of the environmental documents.

1. Borrow Sites

The dam retrofit (buttressing) alternatives, as documented in the previously prepared Seismic Stability Evaluation reports, will require several hundred thousand cubic yards of material (borrow) that will need to meet certain density and gradation requirements. Preliminary quantity estimates indicate up to 225,000 cubic yards at Calero Dam and 135,000 cubic yards at Guadalupe Dam (subject to confirmation based on further engineering analysis) will be needed.

2. Spoil Disposal Sites

Downstream buttressing options will require removal of soils and weathered rock to suitable foundation material and will need to be spoiled on-site. In addition, inlet and outlet improvements including tunneling (or other) work will generate spoils that require disposal on or off-site.

The borrow and spoil evaluation will include the following subtasks with a goal of a two-step process that allows the results from Subtask 4.1 to inform the scope and direction of Subtask 4.2.

Subtask 4.1 - Conduct a Borrow and Spoil Siting and Suitability Study

1. To assess potential rock and general embankment fill borrow areas, the Consultant will perform the following Activities A through G, for Calero and Guadalupe Dam / Reservoirs:

   a. Evaluate the preliminary quantities and quality of borrow needed for the alternatives

   b. Assess potential staging areas for material handling for the Project alternatives.

   c. Review available on-site and regional information to identify candidate on-site borrow sources, stockpile and spoil disposal areas at the reservoirs.

   d. Develop screening criteria to prioritize candidate on-site borrow and spoil locations based on environmental, accessibility, and engineering considerations.

   e. Conduct a meeting with the District to screen the borrow source and spoil disposal areas to select sites for field reconnaissance level studies.

   f. Perform a geologic field reconnaissance of potential borrow areas by an engineering geologist from the Consultant. The goals of the reconnaissance will be to: a) confirm/define the limits of rock types potentially useful and b) categorize rock exposures within these limits according to a four-class ranking (A through D) that takes into account rock strength, rock hardness, and degree of weathering. Observations made during the geologic reconnaissance will be documented on a field geologic map and photographs will be taken of each area.

   g. Perform a geotechnical reconnaissance of potential borrow and spoils disposal areas by a geotechnical engineer and environmental specialists from the Consultant. The goals of the spoils disposal reconnaissance will be to: a) review the apparent geotechnical conditions at each location; b) assess the potential slope stability and erosion impacts at each location; c) assess the sites from an environmental impact perspective. Observations made during the reconnaissance will be documented on a field map and photographs of each site will be taken and catalogued.

2. The desktop and field reconnaissance studies will be documented by the Consultant in a draft and final Borrow and Spoil Siting Technical Memorandum. The Technical Memorandum will provide a summary of the findings of the Task 4.1 activities and present recommendations for a preferred on-site borrow and spoil site for Task 4.2 studies.

Subtask 4.1 - Assumptions

1. On-site borrow and/or spoil sites are assumed.

2. The geologic, geotechnical and environmental reconnaissance will be conducted in four days (two days per reservoir location).

3. The Consultant will conduct up to two meetings with the District to screen candidate sites for the Task 4.1 reconnaissance, and then select preferred borrow and spoil site/s for Task 4.2 studies

4. Field reconnaissance will be performed at up to four (4) total borrow and/or spoil sites for each reservoir location.

5. Up to four (4) borrow and/or spoil sites will be identified for each reservoir for Task 4.2 studies.

6. One consolidated set of District comments will be incorporated into the Borrow and Spoil Siting memorandum to finalize the draft document.

Subtask 4.1 - Deliverable

1. Draft and Final Technical Memorandum on Borrow Sites and Spoil Disposal Areas (one for Calero Dam and one for Guadalupe Dam)

Subtask 4.2 - Identify Preferred Borrow and Spoil Sites

The Consultant will develop a footprint of borrow and spoil site disturbance areas to be used in the preparation of the Staff-Recommended alternative for preliminary design. The Consultant will also provide initial design parameters to allow the design phase consultant to prepare plans and specifications, and allow early consultation for potential permits.

Task 4.2 - Activities will include the following:

A. Preparation of a geotechnical work plan addressing the following elements:

   1. Proposed types of exploration (test pit, boring, or seismic velocity survey).

   2. Specific purpose of each exploration.

   3. Location, size, depth, and means of completing each exploration.

   4. Means of accessing the location where the exploration will be completed, along with any necessary right of entry protocols.

5. Identification of the excavation, drilling, and/or other subcontractors who will execute the exploration work, including proof of insurance and appropriate licensing.

6. Identification of the professionals from the Consultant team who will manage and undertake the exploration work.

7. Means of clearing the proposed exploration locations for underground utilities/improvements.

8. Permitting needs specific to the exploration activities (including CEQA, as applicable). This will include depiction of exploration footprints, staging and laydown areas and access routes on site plans to assist with environmental clearances and right of entry permits.

9. Environmental monitoring needs during the exploration.

10. Site restoration requirements.

B. Perform a geotechnical exploration program including 6 borings up to 40 feet in depth, 20 excavation pits up to 15 feet in depth, and 4 seismic refraction lines with a total length of up to 2,000 feet (combined for both reservoir sites).

C. Perform a geotechnical laboratory testing program to characterize suitability of borrow materials, and determine whether the sites will yield suitable materials based on anticipated excavation volumes, requirements for new fills, and shrink/swell factors. Spoil sites will also be characterized to determine geotechnical suitability for receiving either temporary stockpile materials or permanent spoils and waste rock from processing.

D. Perform preliminary engineering evaluation using geotechnical field and laboratory data to develop the following:

1. An initial estimate of rock production (usable vs. wastage).

2. Identification of the depth to competent material, its density, and initial range of suitable gradation needed for buttressing that could affect the size or footprint of disturbance that will need to be evaluated under CEQA.

3. Identification of the presence of any large-scale subsurface variations that may affect the size of the quarry site to confirm the suitability of the preferred site or adverse geotechnical conditions to assist the District in selecting other sources of borrow.

E. Develop maps as part of a preliminary borrow and spoil plan. These maps will be developed using available County of Santa Clara Light Detection and Ranging

(LIDAR) data files (or District files, if available) to create AutoCAD Civil 3D files that will allow for readily estimating the amount of land needed for a) topsoil spoil; b) rock processing and stockpiling areas; c) proposed haul roads to/from the dams; and d) proximity to local communities and species of concern that may be affected by the noise (blasting, rock processing, & trucks), dust, lighting associated night-time work, etc.).

F. Evaluate the preferred borrow and spoil sites for potential cultural or paleontological impacts. This work will be incorporated into the proposed borrow plan to avoid critical sites and minimize other impacts to obtain an environmentally permittable approach.

G. Prepare a Technical Memorandum summarizing the findings of the borrow and spoil siting suitability study for the activities described above, including a presentation of excavation, grading and restoration plans, test pit and boring logs, and laboratory test results, and findings of the preliminary engineering evaluation.

Subtask 4.2 - Assumptions

1) This Scope of Services is limited to the pre-feasibility through feasibility-level of analysis.

2) Test pit, boring, and seismic refraction survey exploration progress dependent upon terrain and environmental monitoring requirements.

3) The on-site studies will be conducted at up to two (2) borrow and/or spoil / staging locations per reservoir location.

4) The construction and subsequent restoration of haul roads will not be necessary to conduct geotechnical explorations.

5) Geotechnical exploration will be conducted on District property only.

6) The Consultant will perform the exploration work in accordance with the best management practices described in the District's approved Dam Maintenance EIR.

7) Consultant will design the geotechnical studies with the goal of avoiding impacts through the proper timing and placement of study locations. Consultant will attempt to design the studies to avoid impacts to wetlands, sensitive species habitat, and cultural resources sites and include avoidance and minimization measures such as pre-study surveys to avoid impacts. If impacts can be avoided, it is assumed that the work can be conducted under a CEQA Section 15306 (Class 6) Categorical Exemption for information collection and Consultant will prepare Categorical Exemption documentation under Task 2.1.2.7 using District guidance for their preferred format. If impacts cannot be reasonably avoided then

Consultant will prepare a brief Initial Study and Negative Declaration or Mitigated Negative Declaration to satisfy CEQA requirements as described under Supplemental Services Task 6.7.

8) Hazardous materials testing and disposal will not be necessary at exploration locations.

9) Dredging associated with work upstream of Guadalupe Dam may contain trace amounts of mercury that will need to be addressed. Sampling immediately in advance of dredging could allow non-hazardous soils to be disposed of on-site while soils deemed hazardous would need to be disposed of at an approved off-site location. No over-water exploration work or environmental sampling and testing is included in the Task 4 Scope of Services. If such services are needed, they would be performed under Task 6 Supplemental Services.

10) Two preliminary excavation, haul road grading and restoration plans (one per each reservoir location) will be prepared for the borrow areas for use in planning-level mass balance estimates for the sites. These plans will be included in the Report documenting Footprint of Disturbance (See Task 4.2 Deliverables).

11) One consolidated set of District comments will be incorporated into the Geotechnical Work Plan, Feasibility Level Geotechnical Study, and Documentation of Footprint Disturbances to finalize the draft documents.

Subtask 4.2 - Deliverables

1. Draft and Final Geotechnical Study of Preferred Borrow (Quarry) Site/s (one for Calero Dam and one for Guadalupe Dam)
2. Draft and Final Report documenting the Footprint of Disturbance associated with the preferred borrow and spoil sites (one for Calero Dam and one for Guadalupe Dam)

TASK 5 - DESIGN SUPPORT (UNCHANGED)

In a supportive role, the Consultant will be responsible for reviewing the design consultant's work for consistency with the planning assumptions and requirements (Design Review). The Design Review is not meant to replace or absolve the Engineer of Record of its roles and responsibilities relative to the design. It is understood that the Engineer of Record assumes full responsibility for the design.

Subtask 5.1 - Review of 30% Design Deliverable

1. Consultant will meet with the District and design consultant to receive 30% design deliverables and discuss design progress, considerations, and challenges. Consultant will perform a comprehensive review of plans, specifications, and cost estimates; and provide comments and recommendations

in a 30% Design Review Memorandum. It is assumed that 30% design documents will include outline specifications and minimally developed details.

Subtask 5.1 - Deliverable

1. Draft and Final 30% Design Review Memorandum

Subtask 5.2 - Review of 60% Design Deliverable

1. Consultant will meet with the District and design consultant to receive 60% design deliverables and discuss design progress, considerations, and challenges. Consultant will prepare a comprehensive review of plans, specifications, and cost estimates; and provide comments and recommendations in a 60% Design Review Memorandum. It is assumed that 60% design documents will include first draft complete specifications and substantially developed details.

Subtask 5.2 - Deliverable

1. Draft and Final 60% Design Review Memorandum

Subtask 5.3 - Review of 90% Design Deliverable

1. Consultant will meet with the District and design consultant to receive 90% design deliverables and discuss design progress, considerations, and challenges. Consultant will perform a comprehensive review of plans, specifications, and cost estimates; and provide comments and recommendations in a 90% Design Review Memorandum. It is assumed that 90% design documents will be considered "bid ready."

Subtask 5.3 - Deliverable

1. Draft and Final 90% Design Review Memorandum

Subtask 5.4 - Other Design Support

1. Consultant will meet with the District and design consultant to review preliminary design documents, technical memoranda and reports. The Consultant will provide review comments and recommendations. The Consultant will also review other design documents and provide comments.

Subtask 5.4 - Deliverable

1 Review comments on design documents

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX ONE TO THE
STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

TASK 6 - SUPPLEMENTAL SERVICES (REVISED)

1. The District may require, and 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 the District and executed by both Parties as specified in Section VI. Additional Terms and Conditions, paragraph E. Task Orders. Refer to the Revised Appendix One, Task Order Template.

   A. Details of the specific scope, deliverable, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.

   B. The Not-To-Exceed Fees for each Supplemental Services Task Order will be based upon the Hourly Rate Schedule (time and material) as described in Revised Appendix Two, Fees and Payments, of this Agreement, and must include all of the following information:

      1. The agreed upon scope of services requested by the District,

      2. The total not-to-exceed amount for Consultant to complete the Supplemental Services Task Order on a Time and Materials basis,

      3. The schedule for completing the Supplemental Services Task Order; and

      4. Consultant key staff and classifications that will be assigned to complete the Supplemental Services.

C. Under no circumstances will Consultant commence the Supplemental Services until:

   1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Project Manager; and

   2. The Consultant receives an Task Order Notice-To-Proceed from the District's Project Manager.

2. Specific Supplemental Services

   Specific examples of possible Supplemental Services include but are not limited to:

Task 6.1 Implement Value Engineering / Constructability Review (UNCHANGED)

Consultant will perform Value Engineering (VE) and Constructability reviews according to the following subtasks.

Subtask 6.1.1- Arrange and Conduct Value Engineering (VE) Sessions

Value Engineering (VE) studies will be used to compare conceptual designs by evaluating their comparative economic advantages and disadvantages in addressing seismic retrofit issues, PMF issues and inlet/outlet issues. Consultant will include early cost benefit analysis using a one-page high-low business case model for each of the ideas formulated to address potential failure modes and remedial alternatives. The Consultant will:

a. Conduct a feasibility-level VE session of the proposed retrofit scope of work during the Planning Phase.

b. Provide Certified Value Engineering Specialist or Associated Value Engineering Specialist as Value Engineering team leader.

c. Provide necessary design disciplines and cost estimator/scheduler.

d. Include operability and maintainability assessments.

e. Prepare draft and final Value Engineering Report.

f. Identify strategies for accelerating the Project's completion.

Subtask 6.1.1 - Assumptions

1. The anticipated not-to-exceed fee includes preparation of one page business case evaluation for ideas early-on, which will assist the Project team in developing conceptual designs that will accelerate the Project's completion.

2. The anticipated not-to-exceed fee also assumes that the VE workshop for each dam will consist of a 4-day workshop located at a District-provided facility, with the Consultant providing 3 technical discipline staff in addition to the VE Team Leader and a cost estimator/scheduler.

3. District will provide a participant familiar with the site issues and with operation and maintenance of each dam, as well as its integration into District water delivery facilities.

Subtask 6.1.1 - Minimum Deliverables

1. Value Engineering session
2. Value Engineering Draft and Final Report

Subtask 6.1.2 - Arrange and Conduct Constructability Reviews

Calero Dam and Guadalupe Dam each have challenging operational, engineering and permitting needs, and separate constructability reviews will be performed for each. The Consultant will arrange for and conduct feasibility-level constructability reviews and

prepare a Constructability Review Memorandum for each dam and submit for District's consideration and approval. The constructability review sessions will lay out the proposed designs, construction sequence, relationship between construction activities and the construction methodology envisioned for retrofits to the dams and include the effects of potential CEQA permitting constraints that may limit some construction techniques. The construction challenges identified will be outlined to the engineering team, estimator/scheduler, environmental planners, and District operations staff and their input will be included in the Constructability Review Memorandum. The constructability review will also take into account the risk management strategy to refine construction sequences and methods in order to minimize the potential for disruption of reservoir during construction.

Prior to the constructability review sessions, the Consultant will prepare an agenda for review and approval by the District that includes session purpose and goals, summary of key issues and timing of key segments planned for the sessions.

Subtask 6.1.2 - Assumptions

1. The constructability review workshops will be performed after refinement of Feasible Alternatives under Subtask 2.2.3 but prior to identification of the Staff Recommended Alternative in Subtask 2.2.4, when design concepts have been developed to approximately the 10% stage of design development.

Subtask 6.1.2 - Minimum Deliverables

1. Constructability review session
2. Constructability Review Memorandum

Task 6.2 - Additional Geotechnical Investigations (REVISED)

1. Consultant will perform additional geotechnical investigations if site conditions warrant additional data needs. Recommendations will include a draft scope of services and draft sampling plan, rationale for the additional services, fees, and schedule of completion. Additional geotechnical investigation may include but not limited to:

   a. Design of Seepage monitoring, collection and disposal at Calero Dam.
   b. Calero Dam site.
   c. Guadalupe Dam site.
   d. Potential new tunnel outlet for the two dams.
   e. Potential new weir.
   f. Spillway modifications.
   g. Borrow site investigations.

2. Identified Seepage Areas at Calero Dam: Based on the recommendations provided in the Calero Main Dam Forensic Geologic Report (Forensic Report) subsurface exploration consisting of rotary borings in foundation and embankment areas may be considered. Areas of exploration may include the right abutment foundation,

embankment and downstream left toe seepage areas. Recommendations for additional subsurface exploration will be made, if any, after Consultant's site reconnaissance and seepage evaluation studies as described in Task 2.1.2.3.

3. Calero and Guadalupe Dam sites: The earthfill buttress alternatives for Calero and Guadalupe Dams would result in new embankments extending outside the current dam footprints. As scoped in Task 2.1.2.2 three (3) borings per dam site are planned near the toe of Calero Dam and Guadalupe Dam to provide information on stratigraphy and assist with preliminary estimates of foundation excavation extents and quantities for a given alternative. Additional explorations beyond those scoped in Task 2.1.2.2, if determined necessary, will be performed under this Task 6 Supplemental Services.

4. Potential New Tunnel Outlets and Weir and Spillway Modifications: The existing geotechnical and geologic studies of the Guadalupe and Calero sites may be sufficient to characterize tunnel outlet alignments for the development and screening of conceptual alternatives. However, geophysical surveys at tunnel outlet and spillway areas could further characterize subsurface conditions, could be used to determine candidate locations for future explorations once the configurations of the preferred alternatives are better defined, and would be relatively economical to perform while planning concepts and footprints are under development. The geophysical data can also be integrated with existing and future geotechnical and geologic data.

5. Geophysical studies would consist of seismic refraction surveys in overland areas of the outlet alignments, and in weirs and spillway areas to determine the depth of alluvial or colluvial materials. The Consultant will analyze the results from the seismic refraction surveys and geologic mapping in conjunction with established criteria to evaluate the relative rippability and excavatability of harder rock units in spillway, weir, and outlet areas.

Task 6.2 - Assumptions

1. Consultant anticipated not-to-exceed fees for this subtask 6.2 includes costs for preparation of additional exploration workplan, drilling permits, mobilization/demobilization of field exploration equipment, 6 days of exploration, (generally equivalent to one 80-foot boring or two 40-foot borings per day), obtaining samples of soil and rock, logging of borings, clean up and grouting of boreholes, nominal physical laboratory testing on samples, and providing final boring logs with descriptions of soil and rock encountered and laboratory test results.

2. Consultant anticipated not-to-exceed fees for this subtask 6.2 includes two days of seismic refraction surveys.

3. The anticipated scope of services for this subtask 6.2 is limited to the pre-feasibility through feasibility-level of analysis.

4. The construction and subsequent restoration of access roads will not be necessary to conduct geotechnical explorations.

5. Geotechnical exploration will be conducted on District property only.

6. The Consultant will perform the exploration work in accordance with the best management practices described in the District's approved Dam Maintenance EIR.

7. Any necessary CEQA documentation /permitting will be limited to preparation of Categorical Exemptions, Negative Declarations or Mitigated Negative Declarations.

8. Hazardous materials testing and disposal will not be necessary at exploration locations. (NEW)

Task 6.2 - Minimum Deliverable

1. Draft and Final Reports (Various)

Task 6.3 - County of Santa Clara Permit Application (UNCHANGED)

Construction of the Project and property acquisition will require permits/authorizations from the County of Santa Clara (County) to ensure consistency with County's planning, zoning, building, and public works regulations. If requested by the District, Consultant will assist the District in obtaining permits/authorizations from the County. Consultant will prepare a permit application package for compliance with the County for Calero and/or Guadalupe Dams.

Consultant will prepare the following items in support of the permit applications:

a. Determine the need for permits/authorizations based on engineering specifications and County Requirements.

b. Draft and Final Cover Letter. The cover letter will briefly describe the Project and the Project activities that are subject to permitting. The cover letter will describe the contents of the permit application binder.

c. Draft and final County Permit Application Forms.

Task 6.3 - Assumption

1. The level of effort to support this supplemental service is assumed to be 100 hours per dam.

Task 6.3 - Minimum Deliverables

1. Draft and Final Cover Letter
2. Draft and Final County Planning, Building, and Public Works Permit Application Forms

Task 6.4 - Tree Removal Permits (UNCHANGED)

Construction of the Project may require impacts to trees protected by County ordinances. For each dam, The Consultant will determine the need for a County Tree Removal Permit, and, as needed, conduct a tree survey, consult with the County on appropriate revegetation, prepare a revegetation plan, and prepare a County tree removal permit for Calero and/or Guadalupe Reservoirs. Tree impacts may also need to be addressed in an Encroachment Permit from the County Department of Roads and Airports. If riparian trees are impacted, riparian tree impacts will need to be addressed for CDFW. Finally, impacts to oak woodlands are anticipated and will need to be addressed under the California Public Resources Code 20183.4, the Oak Woodland Conservation Act. Impacts to oak woodlands will need to be evaluated (significance, mitigation measures) as part of the environmental analysis for CEQA.

Task 6.4 - Assumptions

1. Four, 2-hour phone calls with the County.

2. Tree surveys at additional Project sites would require a separate scope and cost.

3. Tree surveys will be limited to 100 person-hours, and would address up to 2.5 miles of access road as well as the Project work area at the dam site.

4. Revegetation plans will be integrated with all relevant CEQA mitigation plans related to mitigation for vegetation impacts.

Task 6.4 - Minimum Deliverables

1. Draft and Final County Tree Permit Application

2. Draft and Final Tree Survey Map with the accurate location, number, species, size (diameter measured four and one-half feet above ground, approximate height, and approximate canopy diameter), general health, and approximate age, if known, of trees to be removed.

3. Draft and Final Revegetation Plan

Task 6.5 - Special Status Plant Protocol Surveys (UNCHANGED)

As stated in Condition 13 of the SCVHCP, special status plant surveys are required in sensitive habitats. For this Task 6.5, a qualified botanist will perform surveys as specified in the SCVHCP, where the Project could impact sensitive habitat areas, or in other areas, including up to 5 borrow sites per dam, where protocol level plant surveys may be required.

Task 6.5 - Assumptions

1. Three rounds of surveys will be required to cover all potential bloom seasons. Each round will require two botanists for one field day each.

2. Project will avoid any special status plants documented during the plant surveys. A salvage plan, if required, may be performed under Task 6.13, Other Supplemental Services.

Task 6.5 - Minimum Deliverable

1. Draft and Final Plant Surveys Technical Memorandum.

Task 6.6 - Monitoring for Geotechnical Studies

Depending on the location, habitat, soil type and other factors, field geotechnical investigations may require monitoring of biological or cultural resources for compliance with regulatory permits. Consultant will provide qualified staff monitors with the permits, approval, or training required by relevant permits. The monitors shall provide initial environmental training materials to the geotechnical contractor.

Task 6.6 - Assumptions

1. Up to 10 days of biological monitoring.
2. Up to 4 days of cultural resource monitoring.
3. Ongoing environmental training of new field personnel shall be performed by the geotechnical contractor using provided materials.

Task 6.6 - Minimum Deliverable

1. Draft Monitoring Results Memorandum

Task 6.7 - CEQA & Regulatory Compliance for Geotechnical Studies (UNCHANGED)

As described under Task 2.1.2, Investigations and Analysis for the Planning Study, Consultant has assumed that impacts can be avoided through planning of the geotechnical investigations. If impacts cannot be reasonably avoided then Consultant will prepare a brief Initial Study and Negative Declaration or Mitigated Negative Declaration (IS/ND-MND) under this task to satisfy CEQA requirements. Consultant will use the District's existing documentation of resources and habitat level studies to evaluate potential impacts to biological resources within the survey area and vicinity to meet Valley Habitat Plan species-specific survey requirements, and recommend avoidance measures wherever possible to avoid impacts to special status species and waters of the US or State of California. The Initial Study checklist will be accompanied by discussions of resources area that may be impacted, including the nature of the impacts and proposed minimization and avoidance measure or mitigation measures.

Consultant will provide an administrative draft document for District review and will finalized this based on District comments. Consultant will work with the District to obtain approval of the ND-MND and will submit a Notice of Intent to adopt a Negative Declaration along with 15 copies of the documents to the State Clearinghouse to begin the 30-day public review period. Consultant will provide notification to the public in the form a notice in a local newspaper.

Task 6.7 - Assumptions

1. No public meeting or other hearings will be necessary.
2. The District will receive up to three public comment letters that require formal responses.
3. District will pay for newspaper advertisements directly.

Task 6.7 - Minimum Deliverables

1. Administrative Draft and Final IS/MND for geotechnical studies at each dam, as needed
2. Fifteen (15) copies of Document to State Clearinghouse
3. Draft and final text for newspaper notice

Task 6.8 - CDFW Incidental Take Permit Application (California Fish and Game Code Section 2081) (REVISED)

1. If the SCVHCP is not approved prior to initiation of permitting for Calero and Guadalupe dams, the Consultant will prepare a CDFW Incidental Take Permit (ITP) Application (under California Fish and Game Code Section 2081). Separate Incidental Take Permit Applications will be prepared for each of the dams to address potential take of state-listed species during construction or operation of the dams.

2. The Consultant will use the District's existing documentation of resources and habitat level studies to evaluate potential impacts to state-listed species within the Project areas and vicinity. To the extent possible, the ITP applications will be based on the information provided in the Biological Assessment submitted to the USFWS for federally listed species.

3. The ITP applications will address each state-listed species under the jurisdiction of CDFW and will incorporate the following components:

4. Detailed analysis of direct, indirect, and cumulative effects of actions affecting state listed species and associated habitats.

5. Identification of the potential for "take" of state-listed species and specific measures to avoid or minimize potential take to the extent practicable.

6. Where appropriate, identification of additional actions that will assist in species conservation including actions identified in the Habitat Mitigation and Monitoring Plan will be developed under Supplemental Services.

7. Description of the monitoring and reporting programs necessary to assure CDFW that they will know when the authorized amount or extent of take is approached or exceeded. (NEW)

Task 6.8 - Assumptions

1. The ITP will utilize existing data or data collected under other tasks performed by the Consultant under this Agreement.

2. Development of habitat mitigation and monitoring plans, if required, will be conducted under subtask 6.13 Other Supplemental Services.

3. Consultant will prepare two administrative drafts and one final version of the ITP applications and will attend two meetings with CDFW and the District during preparation of the documents.

Task 6.8 - Minimum Deliverables

1. First administrative draft ITP applications
2. Second administrative draft ITP applications
3. Final ITP applications

Task 6.9 - Habitat Mitigation and Monitoring Plan (UNCHANGED)

In the event that the SCVHCP is not approved prior to initiation of permitting, Consultant will prepare a Habitat Mitigation and Monitoring Plan (HMMP) for upland species (including special status amphibians) in addition to the HMMP for fisheries developed in Task 3. The HMMP will identify conceptual measures that will be implemented by the District to mitigate temporary and permanent impacts to upland (including amphibians) federal and state listed species and sensitive habitats resulting from each of the Projects, including construction and operation. The HMMP would also address actions required to mitigate impacts to wetlands and other waters regulated by the USACE and the RWQCB under the federal Clean Water Act and the riparian habitats regulated by the CDFW under Section 1600 of the California Fish and Game Code.

Separate documents would be prepared for each of the dams. The HMMP documents will identify and describe the following information:

a. Upland habitats and species requiring mitigation.
b. Goals of mitigation.
c. Proposed mitigation measures.
d. Proposed mitigation locations.
e. Conceptual Implementation Plans.
f. Conceptual Maintenance and Monitoring.
g. Performance standards and criteria.
h. Contingency Measures.

Task 6.9 - Assumptions

1. The HMMP will provide conceptual level details of proposed habitat mitigation and monitoring for the two Project Components consistent with the Planning Phase of the Project.

2. Consultant will provide 5 hard copies and one electronic version of the Final HMMP. The District will submit the Final HMMP to the regulatory agencies with the final permit applications developed in Task 3.
3. If requested by the District, the Consultant will prepare one revised version of the Final HMMP based on input from the resource agencies up to and equal to the level of effort required to produce the final version of the HMMP.
4. Collection of data not already acquired by the District or the Consultant in other tasks for the Project, including focused surveys for wetlands, waters or special status species, will be addressed under subtask 6.13 Supplemental Services.
5. The HMMP will summarize information developed in the permitting Tasks (Task 3.7). This task will not include the development of final plans or specifications required to construct and implement the proposed mitigation.

Task 6.9 - Minimum Deliverables

1. First administrative draft HMMP
2. Second administrative draft HMMP
3. Final HMMP

Task 6.10 - Fisheries Technical Memorandum (UNCHANGED)

Steelhead conservation measures will be required to support the formal consultation with the National Marine Fisheries Service (Task 3.7.3). The Consultant will prepare a technical memorandum that will identify and evaluate feasible steelhead conservation measures within the Guadalupe River watershed including Guadalupe Creek below Guadalupe Dam, Alamitos Creek below Almaden Dam and Calero Creek below Calero Dam. This information will be developed concurrent with the planning phase of the Project so that any data gaps can be addressed prior to the initiation of the permitting tasks (Task 3.7).

This memorandum will specifically include the following elements:

1. Summary of existing studies and agreements for steelhead habitat in the Guadalupe River watershed;

2. Description of existing steelhead passage conditions below Guadalupe and Calero dams;

3. Description of the extent and condition of existing steelhead spawning and rearing habitat above and below Guadalupe and Calero dams;

4. Feasible measures to improve or maintain steelhead habitat in the Guadalupe River watershed; and

5. Potential Data gaps that would require additional studies and analysis.

Task 6.10 - Assumptions

The anticipated not-to-exceed amount associated with this Task is based on the following assumptions:

1. The technical memorandum will provide conceptual level details of potential fisheries conservation measures consistent with the Planning Phase of the Project.
2. Collection of data not already acquired by the District or the Consultant in other tasks for the Project will be addressed under subtask 6.13 Other Supplemental Services.
3. Feasibility of fisheries conservation measures will be evaluated based on existing information available to the Consultant.

Task 6.10 - Deliverables

1. Draft Fisheries Technical Memorandum
2. Final Fisheries Technical Memorandum

Task 6.11 - Treatment Plan for Historic Resources (UNCHANGED)

If required as a condition for the completion of Section 106 compliance and issuance of the USACE 404 permit, Consultant will prepare a Treatment Plan for the relocation of National Register of Historic Places (NRHP)-eligible structures associated with the Bailey/Fellows Ranch. The Treatment Plan will serve as a guide for the conservation, treatment, relocation, and rehabilitation of the structures. The Treatment Plan will be prepared in consultation with the USACE and SHPO and will be consistent with the *Secretary of the Interior's Standards for Rehabilitation* and the *Secretary of the Interior's Standards for the Treatment of Historic Properties.*

Task 6.11 - Assumption

1. The Treatment Plan will be based on previously completed studies of the ranch structures including the analysis and recommendations from those studies.

Task 6.11 - Deliverables

1. Draft Historic Resources Treatment Plan
2. Final Historic Resources Treatment Plan

Task 6.12 - Additional Quantities of Services and Deliverables (UNCHANGED)

Consultant will provide additional services and deliverables beyond the quantities of services and deliverables stated in Task 1 through 5 to include but not limited to:

1. Additional meetings, including meetings and phone calls of longer duration than specified.

2. Additional status/progress reports.

3. Additional technical studies.

4. Technical services including CADD, hazardous materials, right-of-way, environmental and biological studies.

5. Additional public outreach support.

Task 6.13 - Other Supplemental Services

Other Supplemental Services, Consultant may perform at the request of District in accordance with Task 6, may include but not be limited to:

1. Additional data collection that could include but is not limited to bald eagle surveys, fisheries surveys in Guadalupe Creek, and data collection efforts associated with off site staging areas not part of the original Project footprint.
2. Salvage plans for special status plants.

Task 6.14 - Studies to Support Operations in lieu of Fisheries and Aquatic Habitat Collaborative Effort (FAHCE) (NEW)

Consultant will conduct studies required to assess operations after the retrofit is complete in lieu of having the Fisheries and Aquatic Habitat Collaborative Effort (FAHCE) Agreement rule curves apply to the post-construction conditions. The Consultant will develop details in a separate proposal, after discussions and negotiations with the resource agencies. The Task Order Scope of Services could include but not be limited to:

1. Develop data collection work plan
2. Develop water temperature model
3. Temperature data collection using automated recorders at a number of locations in the reservoirs and downstream areas
4. Fisheries data collection using seins, nets or electrofishing at downstream areas
5. Fisheries habitat assessment of downstream areas
6. Agency coordination
7. Report preparation

Task 6.15 - Water Quality Investigations (NEW)

Consultant will develop studies to assess baseline water quality conditions (turbidity, temperature, Dissolved Oxygen) in the reservoir and in Guadalupe Creek downstream of the dam. Potential changes to water quality during initial dewatering and sediment transport during periods when stormwater flows through the empty reservoir beds downstream into Guadalupe Creek will also be evaluated. Consultant will develop details in a separate proposal, after discussions and negotiations with District and the resource agencies. The Task Order Scope of Services could include but not be limited to:

1. Review available baseline data and identify any data gaps
2. Develop data collection work plan

3. Develop sediment transport model
4. Collect baseline water quality measurements in the reservoir and downstream areas using automated recorders at a number of locations
5. Conduct sediment modelling and impact analysis
6. Develop potential mitigation options
7. Agency coordination
8. Draft and final report preparation

VI. ADDITIONAL TERMS AND CONDITIONS (UNCHANGED)

A. Consultant as Independent Contractor

1. Consultant will perform all Services as an independent contractor and not an agent or employee of District.

2. The expertise and experience of Consultant are material considerations for District'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's obligations hereunder, without prior written consent of District, in the form of an Amendment executed by both 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 moneys 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 the District.

B. Consultant's General Responsibilities

1. Standard of Care

a. Consultant and its sub-consultants must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.

b. Consultant and its sub-consultants must perform 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.

2. Unless the requirements for the Scope of Services described in this Agreement are specifically modified in writing, Consultant must provide its services and deliverables as required.

3. Consultant shall provide staff designated in Revised Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant are subject to approval at the administrative staff level by the District Representative.

C. Confidentiality

1. Due to the nature of the services the Consultant will provide under the Agreement, there may be disclosure to the Consultant of detailed information about the District'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.

2. The Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately. In the event the Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of the Consultant's employees, its subcontractors, and its subconsultants authorized by the District to have the information.

3. Consultant will notify the District's Project Manager immediately of any request by any third party to have access to the information, and will not disclose the requested information without first receiving express written authorization from the District's Project Manager. The requirements of this section will survive completion, termination, suspension, and expiration of the Agreement.

D. Project Management

1. The Project Manager for the District is Bal Ganjoo, Senior Project Manager.

2. The Project Manager for Consultant is as indicated in Revised Attachment One to Revised Appendix One, Consultant's Key Staff and Subconsultants, of this Appendix.

3. The District's Project Manager or his designee is the only person authorized to accept Consultant's deliverables on behalf of the District.

E. Task Orders

1. Supplementary Services will be assigned to the Consultant through issuance of Task Orders. After Supplementary Services to be performed under this Agreement are identified and communicated to Consultant by

the District Project Manager, the Consultant will prepare a proposed Task Order. The proposed Task Order must identify the following:

a. Description of the services, including deliverables.

b. The total not-to-exceed amount for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services.

c. Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District Project Manager.

d. Estimated cost of each reimbursable expense, including any applicable fees.

e. Time schedule for completing the services.

f. Copies of applicable state, federal, and local permits required to complete the services, unless previously provided to the District Project Manager.

2. Consultant agrees that the not-to-exceed amount 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 representatives of both Parties.

3. Consultant must not commence performance of services on a Task Order until it has been approved by the District's Water Utility Capital Division Deputy Operating Officer and notice to proceed has been issued by the District's 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 the District for an individual Task Order will not exceed the amount agreed to in the Task Order.

4. Prevailing Wage Requirements: The Scope of Services may be considered by the District to be "Public Works" requiring the payment of prevailing wages. See the Revised Standard Consultant Agreement Section II Duties of Consultant; Revised Appendix Two, Fees and Payments, paragraph L. Prevailing Wages, and Attachment Three Task Order Template.

F. Conflict of Interest

1. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement.

2. Consultant represents that Consultant's performance under the Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.

3. Consultant will not bring to the District or use in the performance of Consultant's duties under the 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 the District, for the possession and use of such materials.

4. 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 will not act as a consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.

5. Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not submit a proposal: (i) for any contract to be awarded for construction management, or the construction of any project that is related to the services provided under the Agreement; or (ii) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; and (iii) for any single or sole source products/services related to the services under this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.

G. Term & Termination

This paragraph G. Term and Termination and the following paragraph H. Compensation Upon Termination or Suspension, of Article VI. Additional Terms and Conditions, replaces the second paragraph stated in the Revised Standard Consultant Agreement portion of this Agreement, at Section VI. Changes in Work.

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX ONE TO THE
STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

1. Term & Automatic Termination

This Agreement encompasses all services for which Consultant is responsible to provide within the time limits and not-to-exceed amount 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 amount of any Task Order.
District's Rights

a. Suspension: District may, by written notice to Consultant, suspend any or all services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within ninety (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: District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District'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 H., Consultant's Compensation Upon Termination of Suspension, referenced below.

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 thirty (30) days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District 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 effected for District'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 District are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

H. Consultant's Compensation Upon Termination or Suspension

1. In the event of termination of this Agreement or any Task Order, or suspension of services by District, Consultant shall receive compensation based on satisfactory performance, accepted by the District Project Manager, as follows:

a. For 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. For Reimbursable Expenses - Consultant shall be entitled to receive compensation for all authorized Reimbursable Expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination.

c. In no event shall the total compensation paid for any item of service exceed the payment specified in the applicable Task Order for that item of service.

I. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District's request, Consultant employees, officers, agents, subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as described below.

1. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by the District, an Assuming Office Statement. The Assuming Office Statement shall be filed:

a. Within 30 calendar days of the effective date of this Agreement; and

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 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 the District, an amendment to their Form 700 any time there is a change to their 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 the District, during the District's annual filing season as determined by the District.

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 the District, a Leaving Office Statement 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 the District'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 the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, subconsultants, and subcontractors are disqualified from providing services, on written notice from District's Project Manager, Consultant will have 15 calendar days to remove that employee(s), officer, agent(s), subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to the District.

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 the District is deemed a material breach and may result in termination of the Agreement for cause.

J. District Quality and Environmental Management System (QEMS) Fact Sheet (see Revised Attachment Seven to Revised Appendix One)

As an on-site provider of services that has the potential to result in significant environmental impacts, Consultant is required to review the QEMS Fact Sheet, incorporated herein by this reference hereto, with any of the employee(s), sub-contractor(s), and/or subconsultant(s) ("Staff") performing services on behalf of the District, and make Staff aware of the District's Quality and Environmental Policy and their role and responsibility in achieving conformity with the expectations.

K. Release of Information Prohibited

Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized District personnel. Consultant will not release any information pertinent to the Project under design or construction for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from the District. Any media inquiry at any time to Consultant relating to any matter concerning Services provided or requested to be provided under this Agreement will be referred immediately to the District. Consultant will not communicate with the media regarding any such matter.

L. Formation of Agreement

1. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of the District. The District Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by the District.

2. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:

   a. Execution of the Agreement by Consultant;

   b. Submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents;

   c. Submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable;

   d. Submission by the Consultant, and acceptance by the District, of evidence of the QEMS Awareness and Training certification (see Revised Attachment Seven to Appendix One);

   e. Submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements ("NDA") documents, if applicable;

f. Submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable;

g. Any other requirements that are deemed necessary by the District, and

h. Execution of the Agreement by the District.

M. Notices

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices will be deemed to have been given when made in writing and when delivered or mailed to the representatives of the District and the Consultant at their respective addresses as follows:

District:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Attention: Chris Hakes, Deputy Operating Officer
Dam Safety and Capital Division
Email: chakes@valleywater.org
Direct: (408) 630-3796

Consultant:

GEI Consultants, Inc.
180 Grand Avenue, Suite 1410
Oakland, CA 94612
Attention: William Rettberg, P.E., Senior Vice President
Email: wrettberg@geiconsultants.com
Direct (510) 350-2910
Fax: (510) 350-2901

N. Good Neighbor

The District always strives to be a good neighbor to the community adjacent to its facility. The 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.

O. 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, and 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.

P. 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.

Q. 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.

R. 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.

S. Debt Limitation

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

T. Revised Appendix One, Scope of Services and Revised Attachments
The following listed Attachments referred to herein are incorporated in this Revised Appendix One - Scope of Services as though set forth in full:

Revised Attachment One - Consultant's Key Staff and Subconsultants (UNCHANGED)
Revised Attachment Two - Dispute Resolution (UNCHANGED)
Revised Attachment Three - Task Order Template (UNCHANGED)
Revised Attachment Four - Reference Materials (UNCHANGED)

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX ONE TO THE
STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

Revised Attachment Five - District Procedures and Work Instructions (UNCHANGED)
Attachment Six - DSOD Interim Hydrology Policy (UNCHANGED)
Revised Attachment Seven - QEMS Fact Sheet (UNCHANGED)

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED ATTACHMENT ONE TO
REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

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

Team Member	Project Role	Contact Info
Bill Rettberg-Senior Consultant Grade 8	Project Manager	180 Grand Avenue, Suite 1410 Oakland, CA 94612 wrettberg@geiconsultants.com P: (510) 350-2910 C: (510) 910-2201
Mark Freitas-Senior Professional Grade 8	Deputy Project Manager, Engineering Planning, Geotechnical Engineering,	180 Grand Avenue, Suite 1410 Oakland, CA 94612 mfreitas@geiconsultants.com P: (510) 350-2906 C: (510) 410-4964
Len Sansone-Senior Professional Grade 7	Geotechnical Engineering, Borrow Studies	180 Grand Avenue, Suite 1410 Oakland, CA 94612 lsansone@geiconsultants.com P: (510) 350-2903 C: (510) 407-0513
Steve Verigin-Senior Consultant Grade 8	Principal-in-Charge	180 Grand Avenue, Suite 1410 Oakland, CA 94612 sverigin@geiconsultants.com P: (916) 631-4574 C: (916) 365-6124
Alberto Pujol-Senior Consultant Grade 8	QA/QC, Design Support and Design Review	180 Grand Avenue, Suite 1410 Oakland, CA 94612 apujol@geiconsultants.com P: (510) 350-2908 C: (510) 551-3959
Dan Wanket-Senior Professional Grade 7	Project Controls, Cost Estimating	180 Grand Avenue, Suite 1410 Oakland, CA 94612 dwanket@geiconsultants.com P: (510) 350-2916 C: (510) 913-7901
Matt Powers-Senior Professional Grade 7	Project Engineer	180 Grand Avenue, Suite 1410 Oakland, CA 94612 mpowers@geiconsultants.com P: (510) 350-2902 C: (805) 801-8583
Todd Crampton-Senior Professional Grade 7	Engineering Geology	180 Grand Avenue, Suite 1410 Oakland, CA 94612 tcrampton@geiconsultants.com P: (510) 350-2934 C: (510) 759-9470

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED ATTACHMENT ONE TO
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CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Team Member	Project Role	Contact Info
Dave Gutierrez-Senior Consultant Grade 8	Technical and Design Review, DSOD Liaison	180 Grand Avenue, Suite 1410 Oakland, CA 94612 dgutierrez@geiconsultants.com P: (916) 631-1799 C: (916) 799-4121
Mark Fortner-Senior Professional Grade 7	Hydraulics and Hydrology	180 Grand Avenue, Suite 1410 Oakland, CA 94612 mfortner@geiconsultants.com P: (916) 631-4534 C: (916) 505-4106

2. If necessary and appropriate, Consultant will employ subconsultants it deems appropriate to the complexity and nature of the required Services. All subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain District's approval of all subconsultants. Upon District's request, Consultant must provide copies of all subconsultant contract agreements. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.

   A. The following subconsultants are authorized to work on the Project: (UNCHANGED)

Firm	Project Role	Contact Info
URS	Environmental, CEQA, Permitting, Dam Engineering Support	300 Lakeside Drive, Suite 400 Oakland, CA 94612 Contact: Bill Martin T: (510) 893-3600 P: (510) 874-3020 (direct) Bill.H.Martin@aecom.com
Cal Engineering & Geology	Geotechnical Investigations, Geotechnical Engineering	1870 Olympic Boulevard, Suite 100 Walnut Creek, CA 94596 Contact: Phil Gregory, G.E. P: (925) 935-9771 pgregory@caleng.com
David Ford Consulting Engineers	Hydraulics and Hydrology	2015 J Street, Suite 200 Sacramento, CA 95811 Contact: David Ford P: (916) 447-8779 F: (916) 447-8780 ford@ford-consulting.com

AMENDMENT NO. 4 TO AGREEMENT A3675A
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CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Firm	Project Role	Contact Info
H. T. Harvey & Associates	CEQA and Permitting Support, Biological Impacts, HCP Compliance	983 University Avenue Building D Los Gatos, CA 95032 Contact: Steve Rottenborn T: (408) 458-3246 F: (408) 458-3210 P: (408) 722-0931 (direct) srottenborn@harveyecology.com
JDH Corrosion Consultants, Inc.	Corrosion Engineering and Evaluations	100 Willow Pass Court Concord, CA 94520 Contact: J. Darby Howard, Jr. P: (925) 927-6630 ext.121 F: (925) 927-6634 dhoward@jdhcorrosion.com
Pacific Geotechnical Engineering	Geotechnical Investigations, Engineering Geology, Geotechnical Engineering	16055 Caputo Drive, Suite D Morgan Hill, CA 95037 Contact: Reid Fisher P (408) 778-2818 ext. 402 F: (408)779-6879 rfisher@pacific-geotechnical.com
PHA Transportation Consultants (Pang Ho & Associates)	Traffic and Transportation Impacts	2711 Stuart Street Berkeley, CA 94705 Contact: Pang Ho T: (510) 848-9233 P: (510) 848.9233 pang@pangho.com
TRA Environmental Sciences, Inc.	Environmental, CEQA and Permitting Support, Land Use and Planning, Air Quality/GHG, Noise, Population/Housing, Recreation, Visual, HCP Compliance	545 Middlefield Road, Suite 200, Menlo Park, CA 94025 Contact: Barbara Beard, Director of Environmental Analysis T: (650) 327-0429 P: (650) 464-5217 (direct) beard@traenviro.com
Underwater Resources	Underwater Investigations	Pier 26, The Embarcadero San Francisco, CA 94105 www.underwater-resources.com Contact: Tom Belcher P: (415) 974-5464 F: (415) 974-1749 tbelcher@underwater-resources.com

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED ATTACHMENT ONE TO
REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

3. Consultant Key Staff and Subconsultants

A. Consultant's key staff and subconsultants assigned to perform the Services are identified in this Revised Attachment One to Revised Appendix One, Scope of Services.

B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District 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 the District's approval of all subconsultants. Upon the District'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 the District, on written notice from the District, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.

F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.

G. Consultant's Key Staff

The District Project Manager 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. Consultants Subconsultants

1. The District Project Manager 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. The District'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 the District for such work; such approval will be confirmed in writing.

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED ATTACHMENT TWO TO
REVISED APPENDIX ONE
DISPUTE RESOLUTION

1. CONSULTANT'S QUESTIONS AND CONCERNS

Questions regarding the terms, conditions and services relating to this Agreement will be decided by the District who will furnish the decisions to Consultant in writing within thirty (30) days after receiving a written request from Consultant.

2. DISPUTE RESOLUTION

A. Alternate Dispute Resolution (ADR)

1. District intends to use 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 borne by District.

3. NEGOTIATIONS BEFORE AND DURING MEDIATION

Negotiations to resolve disputes before and during mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by District and Consultant.

4. VOLUNTARY MEDIATION

A. In the event a dispute or issue is not resolved by the Internal Review process stated in the Standard Consultant Agreement, Section VIII. Resolution of Disputes, District and Consultant agree to attempt to resolve the matter by mediation. The External Review paragraph of Section VIII. is hereby deleted.

B. Said mediation is voluntary, non-binding, and intended to provide an opportunity for the Parties to evaluate each other's cases and arrive at a mutually agreeable solution.

C. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.

5. INITIATION OF MEDIATION

Any Party to a dispute or claim may initiate mediation by notifying the other Party or Parties in writing.

6. 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.

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED ATTACHMENT TWO TO
REVISED APPENDIX ONE
DISPUTE RESOLUTION

7. SELECTION OF MEDIATOR

A. Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within fourteen (14) Days, the Parties will confer to select an appropriate mediator agreeable to all Parties.

B. 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.

8. QUALIFICATIONS OF A MEDIATOR

A. Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.

B. 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.

C. 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.

9. VACANCIES

If any mediator becomes unwilling or unable to serve, another mediator will be selected unless the parties agree otherwise.

10. REPRESENTATION

A. Any Party may be represented by person(s) of their choice who must have full authority to negotiate.

B. The names and addresses of such person(s) must be communicated in writing to both Parties and to the mediator.

11. TIME AND PLACE OF MEDIATION

A. The mediator will set the time of each mediation session.

B. The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.

C. All reasonable efforts will be made by the Parties and the mediator to schedule the first session within sixty (60) Days after selection of the mediator.

12. IDENTIFICATION OF MATTERS IN DISPUTE

A. The Parties shall comply with the process as required by the mediator, with regard to providing the mediator with 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.

B. 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.

13. AUTHORITY OF MEDIATOR

A. 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.

B. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement.

C. 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.

D. 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.

14. PRIVACY

A. Mediation sessions are private.

B. The Parties and their representatives may attend mediation sessions.

C. Other persons may attend only with the permission of the Parties and with the consent of the mediator.

15. CONFIDENTIALITY

Except as provided by California or federal law or regulation:

A. The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.

B. All records, reports, or other documents received by a mediator while serving as

mediator, are confidential.

C. 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.

D. 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:

1. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute.

2. Statements made by the other Party in the course of the mediation proceedings.

3. Proposals made or views expressed by the mediator.

4. Whether the other Party had or had not indicted willingness to accept a proposal for settlement made by the mediator.

16. NO STENOGRAPHIC RECORD

There shall be no stenographic record of the mediation.

17. TERMINATION OF MEDIATION

A. 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.

18. EXCLUSION OF LIABILITY

No mediator shall be a necessary Party in judicial proceedings related to the mediation.

19. 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 responsibilities.

20. EXPENSES

A. The expenses of witnesses for each Party must be paid by the Party producing the witnesses.

B. 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.

21. COMPENSATION FOR PARTICIPATION IN MEDIATION

Neither Consultant nor the District is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Consultant and District arising out of this Agreement.

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED ATTACHMENT THREE TO
REVISED APPENDIX ONE
TASK ORDER TEMPLATE

Task Order No. _____

Title: _____

Agreement: Standard Consultant Agreement _____ ("Agreement") Between the Santa Clara Valley Water District ("District") and _____ ("Consultant"), dated _____.

District: _____

Consultant: _____

Dollar Amount of Task Order: Not-to-Exceed $_____

1. Upon full execution of this Task Order No._____, as set forth in the Revised Standard Consultant Agreement, Revised Appendix One Scope of Services, Article VI. Additional Terms and Conditions, paragraph E. Task Orders, and the issuance of a Notice to Proceed by the District 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 the District;

   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. Project schedule for completing the Scope of Services.

3. The Consultant shall be compensated at fixed fees or at the hourly rates established in the Revised Standard Consultant Agreement, Revised Appendix Two, Fees and Payments. The Consultant agrees that it will provide all equipment, 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 the District.

6. The 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 the District to be "Public Works" requiring the payment of prevailing wages. See Revised Standard Consultant Agreement, Revised Appendix Two, Fees and Payments, Article IV. Terms and Conditions, paragraph L. 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 the District'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: _____ _____

NAME OF CONSULTANT FIRM — DATE
[PRINT NAME]
[PRINT TITLE]

Signature: _____ _____

SANTA CLARA VALLEY WATER DISTRICT — DATE
[PRINT NAME]
[PRINT TITLE]

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED ATTACHMENT FOUR TO
REVISED APPENDIX ONE
REFERENCE MATERIALS

Ref #	Description
1	Santa Clara Valley Water District , April 2012, Supporting Technical Information Document (STID) for Calero Main and Auxiliary Dams
2	Santa Clara Valley Water District , April 2012, Supporting Technical Information Document (STID) for Guadalupe Dam
3	URS Corporation, 2012, Final Report SSE1B-B Volume 1 & Volume 2-Appendices, Seismic Stability Evaluation of Calero Main Dam and Calero Auxiliary Dam, October 26, 2012.
4	URS Corporation, 2012, Final Report SSE1B-C Volume 1 & Volume 2- Appendices, Seismic Stability Evaluation of Guadalupe Dam, May 22, 2012.
5	URS Corporation, 2012, Design Memorandum No. 7A (DM-7A), Recommended Reservoir Restriction, Seismic Stability Evaluation SSE1B, Calero Reservoir, October 26, 2012.
6	URS Corporation 2012, Design Memorandum No. 8B (DM-8B), Conceptual Remedial Alternatives, Seismic Stability Evaluation SSE1B, Calero Main Dam, October 26, 2012.
7	URS Corporation AMEC, 2012, Design Memorandum No. 7, Recommended Reservoir Restriction, Seismic Stability Evaluation SSE1B, Almaden and Guadalupe Reservoirs, February 28, 2012.
8	URS Corporation AMEC, 2012, Design Memorandum No. 8A (DM-8A) , Conceptual Remedial Alternatives, Seismic Stability Evaluation SSE1B, Guadalupe Dam, March 7, 2012.
9	Nelson, J. L., 2007, Calero Main Dam (No. 72-3) Forensic Geologic Report, Santa Clara Valley Water District, October 2007.
10	Draft Application Report: Calero Reservoir Enlargement, Santa Clara Valley Water District, June 1982.
11	DSOD Letter dated April 25, 2012 regarding operating restrictions and Project Schedule for Guadalupe Dam
12	DSOD Letter dated March 23, 2012 regarding operating restrictions and Project Schedule for Calero Dam
13	Archives & Architecture, 2006, Historical and Architectural Evaluation, Bailey / Fellows Ranch site, Calero County Park, November 28, 2005 (Rev. January 3, 2006)

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED ATTACHMENT FOUR TO
REVISED APPENDIX ONE
REFERENCE MATERIALS

Ref #	Description
14	Santa Clara Valley Water District, 2012, Dam Maintenance Program, Final Program Environmental Impact Report, January 2012.
15	Santa Clara Valley Water District, 2012, Dam Maintenance Program, Final Program Environmental Impact Report- Appendices, January 2012.
16	Santa Clara Valley Water District, 2012, 2012 Water Supply andInfrastructure Master Plan, October 2012
17	Black & Veatch, 2012, Guadalupe Dam Intake Structure Evaluation, (memorandum), August 1, 2012
18	Santa Clara Valley Water District, 2010, Calero/Fellows Dike, Planning Study Report, March 2010.
19	Santa Clara Valley Water District, Standards for GIS Products, April 2015.

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED ATTACHMENT FIVETO
REVISED APPENDIX ONE
DISTRICT PROCEDURES AND WORK INSTRUCTIONS

Reference #	Document Title
1	Capital Project Delivery – Document #Q-751-013
2	Create Work Plan – Document #W75102
3	Planning Phase WBS Item Descriptions and Instructions – Document #W73002
4	Environmental Planning – Document #Q520D01
5	Purpose of Environmental Planning and CEQA – Document #W520M01
6	CEQA Documentation Guidelines – Document #W-520-070
7	Mitigation Monitoring and Reporting Programs – Document #W520M03
8	Responsible Agency – Document #W-520-069
9	Best Management Practices Handbook – Document #W-751-037
10	Design Phase WBS Item Descriptions and Instructions – Document #W73004

DIVISION OF SAFETY OF DAMS (DSOD) - INTERIM HYDROLOGY POLICY (6/21/2012)

SOD policy after the 1999 release of HMR 58/59 was to not actively require new hydrology studies as a result of the updated HMR. If a new dam was proposed or major work was being performed that affected the spillway, then those projects would be analyzed under HMR 59 with the requirement of 1.5 feet of residual freeboard.

Also, if dam owners initiated an updated hydrological study on their own using HMR 59, we would then follow and do our evaluation of the spillway with HMR 59.

Otherwise, dams that were previously analyzed using HMR 36 and were able to pass the PMF without overtopping the dam were considered adequate. If a dam was not able to pass the PMF based on HMR 36, then the spillway remediation would need to be designed to pass the PMF based on HMR 59.

So, now after learning more about the methodologies used to derive HMR 59 and the fact that the NOAA Atlas 14 has recently been released, DSOD is in a transition period with our hydrology policy with respect to HMR 59.

DSOD still requires as before that new dams and major projects be designed under HMR 59, and if an existing dam previously analyzed using HMR 36 can adequately pass a PMF, then no additional work is required at this time.

If an existing dam was previously shown to not adequately pass a PMF based on HMR 36 (overtops the dam), then the dam owner has the following options to consider. It may be advantageous for the dam owner to do a phased approached in evaluating the level of study required as outlined below:

1. Using HMR 59, determine if the precipitation is higher or lower than that of HMR 36. In some areas, HMR 59 is similar to HMR 36 or may show a reduction. If HMR 59 is equal to or lower than HMR 36, then the adequacy of the spillway is based on HMR 59.
2. If the results from HMR 59 are higher than HMR 36, then the owner can either remediate the spillway with those results which may be conservative, or develop a modified HMR 59 accounting for the updated NOAA Atlas 14 data as compared to NOAA Atlas 2 data. In this approach, the results from the HMR 36 should be used as a lower bound in evaluating the results from the modified HMR 59 study. If the results are reasonable, then the modified HMR 59 may be used as the basis for the PMF to evaluate the adequacy of the spillway.
3. Lastly, if the modified HMR 59 study continues to show a significant increase in precipitation as compared to HMR 36, then the dam owner may chose to have a SSPMP analysis performed. If this option is chosen, then the input parameters and methods used need to be thoroughly discussed with us before initiating the study. Results of the SSPMP may or may not be accepted based on the reasonableness of the results compared to HMR 36, historical storms, etc. It would be advantageous for the dam owner to have an independent technical advisor to review the parameters and methodologies used by the consultant performing the SSPMP study since there currently is not a standardization in place for SSPMP studies.

Fact sheet

Quality and Environmental Management System (QEMS)

Santa Clara Valley Water District

What is ISO?

The International Organization for Standardization (ISO) is the world's largest developer of voluntary international standards, which are state of the art specifications for products, services, and good practices, helping make industry more efficient and effective. For the Santa Clara Valley Water District's (district) customers and public, this means greater confidence in consistent, high quality products and services the district provides.

The district has extensive history of ISO commitment, having first been registered to ISO 9001 in 2002 for Quality Management Systems and to ISO 14001 in 2004 for Environmental Management Systems.

Principles of ISO

- *Customer Focus: take care of your customers*
- *Leadership on purpose and direction: requires Management's attention*
- *Involvement of people at all levels: everyone is involved*
- *Process approach to resources and activities: process consistency and stability*
- *Systems approach to management: plan the work; work the plan*
- *Continual improvement as a permanent objective: seek regular, constant improvement*
- *Factual approach to decision making: ensure the facts before making decisions*
- *Mutually beneficial relationships: if they fail, then the organization fails*

What are the Benefits of ISO?

- *Improves efficiency and productivity*
- *Reduces variation, waste, inefficiencies, and defects*
- *Facilitates continual improvement*
- *Improves process consistency and stability*
- *Improves employee motivation and participation*
- *Improves customer confidence and satisfaction*
- *Improves conformity to quality and environmental requirements*

District's Quality and Environmental Policy

The Santa Clara Valley Water District is committed to organizational excellence and environmental stewardship, and as such, maintains an integrated Quality and Environmental Management System (QEMS) conforming to ISO standards. The QEMS supports the organization's continual improvement through the development of a robust employee knowledge base, which ensures continuity of daily operations and facilitates succession planning. Compliance with this policy is the responsibility of each individual working for or on behalf of the District.

Fact sheet

Quality and Environmental Management System (QEMS)

Santa Clara Valley Water District

Purpose:

- *Provide Silicon Valley safe, clean water for a healthy life, environment, and economy.*

Customers:

- *Meet customer requirements and enhance customer satisfaction.*

Environmental Stewardship:

- *Provide environmental stewardship through prevention of pollution and minimizing and managing environmental impacts by setting and regularly reviewing quality and environmental objectives.*

Continual Improvement:

- *Ensure the QEMS is regularly monitored and improved in accordance with ISO requirements to ensure that all District products and services offer the highest level of quality while maximizing the District's environmental stewardship efforts.*

Compliance:

- *Compliance with Board policies and statutory and regulatory requirements related to the District's quality and environmental processes.*

Policy, Objectives, and Targets:

- *Ensure this policy is documented, maintained, and implemented, and, in addition to the District's quality and environmental objectives and targets, reviewed for continuing suitability through periodic Management Reviews.*

Awareness and Competence:

- *Ensure, through workforce development, training, communication, and succession planning, that each individual working for and on behalf of the District has the awareness, skills, and knowledge to carry out this policy in a manner that maximizes effectiveness, ensures continuity of daily operations, promotes continual improvement, and contributes to environmental stewardship.*

Public:

- *Ensure this policy is available to the public.*

Fact sheet

Quality and Environmental Management System (QEMS)

Santa Clara Valley Water District

District's Significant Environmental Aspects

For each type of activity, product, or service, the district has identified its unique environmental aspects and determined the most significant environmental aspects that have or could have a significant environmental impact.

Management recognizes the following two major activities, within the scope of the QEMS, as having or could have a significant impact on the environment:

Bulk Chemical Storage

The district water treatment plants utilize several bulk chemicals in the water treatment process. The chemical of greatest concern, which could create a significant impact, is 19.5% aqueous ammonia. This chemical is regulated under the California Accidental Release Program. This chemical is singled out for greater control because accidental releases have the potential to create offsite consequences that could spread to residential neighborhoods adjacent to the water treatment plants.

Construction of water utility and flood protection capital projects.

Construction of water utility infrastructure and flood protection projects can involve significant changes to riparian environments and other landforms. The district recognizes the impact of these changes by integrating projects into watersheds as a whole, ensuring that ecological functions and processes are supported, ensuring that the quality and availability of water are protected for ecological and water supply functions, and that environmental impacts of projects are avoided, minimized, or mitigated.

District's Quality and Environmental Objectives

The district has identified operational objectives throughout the organization. Specifically, in support of ISO, the district analyzes and determines goals for meeting customer product requirements and overall environmental goals consistent with the environmental policy.

The following in-scope quality and environmental objectives act as a general framework for continual improvement in the organization.

Quality Objectives:

- *Prepare and respond effectively to flood emergencies countywide to protect life and property*
- *Respond effectively to historic drought conditions*
- *Reliable high quality drinking water is delivered*

Fact sheet

Quality and Environmental Management System (QEMS)

Santa Clara Valley Water District

- *Maintain effective relationships with the retailer and other stakeholder to ensure high quality, reliable drinking water.*
- *Provide natural flood protection for residents, businesses, and visitors by removing parcels from flooding, applying an integrated watershed management approach that balances environmental quality and protection from flooding.*

Environmental Objectives:

- *Prepare for and respond to emergencies that threaten local waterways.*
- *Reduce greenhouse gas emissions to achieve carbon neutrality by 2020.*

Environmental Impacts

Pollution prevention is the cornerstone of ISO's environmental standard. ISO requires that every individual working for or on behalf of the District is responsible for being aware of how their work could impact or potentially impact the environment. ISO specifies that staff, vendors, and contractors are aware of the QEMS policy, the District's significant environmental aspects, and the impacts of their work on the environment. Processes and programs are designed and implemented to help control environmental impacts resulting from District operations and therefore, deviating from these could have unintended adverse impacts on the environment.

Assessing the QEMS for Effectiveness

To ensure that the district is continually improving its QEMS and conforms to the ISO standards, regularly scheduled audits of the system are conducted by an external third-party. This organization, known as a registrar, audits the QEMS and makes findings based on interviews and review of district procedures and records. Any deviations from the ISO standards are captured as non-conformities and require the district to take the necessary corrective and preventive actions to prevent reoccurrence. If the district is found to be in conformance to the ISO standards of which it is registered, the registrar recommends certification.

For More Information:

Your District contact can provide more information or answer any questions.

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

I. GENERAL (UNCHANGED)

Payment for all services performed by Consultant to the satisfaction of the District as described in Appendix One and Revised Appendix One - Scope of Services for this Agreement will be based on the Total Not-to-Exceed (NTE) Fees stated in this Revised Appendix Two for the completion of the associated tasks. The District will make payments to the Consultant according to the terms provided for in this Revised Appendix Two. Payments made by the District to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, subconsultant(s), and equipment including reimbursable, travel, and per diem expenses incurred by the Consultant to complete the work.

II. TOTAL AUTHORIZED FUNDING (REVISED)

Total payment for services performed, as described in Appendix One and Revised Appendix One - Scope of Services, will not exceed a total amount of **$8,929,811** during the term of this Agreement. Under no conditions will the total compensation to the Consultant exceed this amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors ("Board"), or Chief Executive Officer, or designee, as authorized by the Board. The Consultant guarantees that it will complete the contracted Scope of Services for the Total NTE Amount stated herein.

III. COST BREAKDOWN (REVISED)

The not-to-exceed total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by the District to the Consultant for Supplemental Services without prior written authorization by the District as stated in Appendix One and Revised Appendix One of this Agreement.

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN (REVISED)

Task	Description	Original Total Fixed NTE Fees	Amendment No. 1 NTE Fee	Amendment No. 2 NTE Fee	Amendment No. 3 NTE Fee	Amendment No. 4 NTE Fee	Revised Total Fixed NTE Fee
1	Project Management	$559,722		$420,921		$368,904	$1,349,547
2	Planning Study	$1,642,112		-			$1,642,112
3	Environmental Documentation and Permit Support	$1,529,310		$279,052		$841,066	$2,649,428
4	Develop On-site Borrow and Spoil Requirements	$360,862		-			$360,862
5	Design Support	$120,339		$16,038			$136,377
6	**Supplemental Services**						
		$691,485		$600,000		$1,500,000	$2,791,485
Total Not-to-Exceed Amount		**$4,903,830**	**$0**	**$1,316,011**	**$0**	**$2,709,970**	**$8,929,811**

NOTES: Amendment No. 1 and Amendment No. 3 were no-cost amendments.

IV. TERMS AND CONDITIONS (UNCHANGED)

A. Payments for work completed, as described in Revised Appendix One and Revised Appendix One,Scope of Services, will be based on the following terms:

1. District will pay for services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel 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 twelve (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 the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates ninety (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 twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.0%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District Deputy Operating Officer.

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

HOURLY RATE SCHEDULE (UNCHANGED)

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Rates Effective October 1, 2018	Current Rates Effective June 1, 2020
PRIME – GEI INC				
Senior Consultant-Grade 8	$239	$243.78	$248.66	$253.63
Senior Professional-Grade 7	$212	$216.24	$220.56	$224.98
Senior Professional-Grade 6	$179	$182.58	$186.23	$189.96
Senior Professional-Grade 5	$157	$160.14	$163.34	$166.61
Project Professional-Grade 4	$133	$135.66	$138.37	$141.14
Project Professional-Grade 3	$118	$120.36	$122.77	$125.22
Staff Professional-Grade 2	$108	$110.16	$112.36	$114.61
Staff Professional-Grade 1	$98	$99.96	$101.96	$104.00
Senior CADD Drafter and Designer	$118	$120.36	$122.77	$125.22
CADD Drafter/Designer and Senior Technician	$108	$110.16	$112.36	$114.61
Technician, Word Processor, Administrative Staff	$88	$89.76	$91.56	$93.39
SUBCONSULTANT(S)				
URS Corporation				
Principal	$232	$236.67	$241.40	$246.23
Principal Engineer/Geologist/Scientist	$200	$204.00	$208.08	$212.24
Senior Project Engineer/Geologist/Scientist IV	$170	$173.40	$176.87	$180.41
Senior Project Engineer/Geologist/Scientist III	$160	$163.20	$166.46	$169.79
Senior Project Engineer/Geologist/Scientist II	$140	$142.80	$145.66	$148.57
Senior Staff GIS/CADD	$129	$131.58	$134.21	$136.90
Senior Project Engineer/Geologist/Scientist I	$125	$127.50	$130.05	$132.65
Project Engineer/Geologist/Scientist	$115	$117.30	$119.65	$122.04
Senior Engineer/Geologist/Scientist II	$110	$112.20	$114.44	$116.73
Senior Engineer/Geologist/Scientist I	$100	$102.00	$104.04	$106.12
Staff Engineer/Geologist/Scientist II	$90	$91.80	$93.64	$95.51
Staff GIS/CADD	$85	$86.70	$88.43	$90.20
Staff Engineer/Geologist/Scientist I	$85	$86.70	$88.43	$90.20

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Rates Effective October 1, 2018	Current Rates Effective June 1, 2020
Administrative Professional	$70	$71.40	$72.83	$74.28
Cal Engineering & Geology				
Principal Engineer or Geologist	$198	$201.96	$206.00	$210.12
Consulting Geotechnical Engineer	$195	$198.90	$202.88	$206.94
Associate Engineer		$196.32	$192.47	$196.32
Senior Engineer or Geologist	$140	$142.80	$145.66	$148.57
Project Engineer or Geologist	$110	$112.20	$114.44	$116.73
Staff Engineer or Geologist	$95	$96.90	$98.84	$100.81
Field Technician (Prevailing Wage)	$105	$107.10	$109.24	$111.43
Project Assistant	$70	$71.40	$72.83	$74.28
David Ford Consulting Engineers				
Principal	$265.78	$271.10	$276.52	$282.05
Sr H&H Engineer	$188.61	$192.38	$196.23	$200.15
Mid-level H&H Engineer	$131.60	$134.23	$136.92	$139.65
Jr H&H Engineer	$88.41	$90.18	$91.98	$93.82
Project Coordinator	$88.59	$90.36	$92.17	$94.01
Admin/Clerical	$66.87	$68.21	$69.57	$70.96
Planner/technical writer	$111.67	$113.90	$116.18	$118.51
H.T. Harvey & Associates				
Principal	$215	$219.30	$223.69	$228.16
Principal (Sr. Wetlands/Plant Ecologist)	$215	$219.30	$223.69	$228.16
Associate (Restoration Ecologist)	-	$182.58	$186.23	$189.96
Sr. Ecologist 1 (Project Manager/Wildlife Ecologist)	$147	$149.94	$152.94	$156.00
Sr. Ecologist 1 (Herpetologist)	$147	$149.94	$152.94	$156.00
Ecologist 1 (Plant Ecologist)	$116	$118.32	$120.69	$123.10
GIS Specialist	$105	$107.10	$109.24	$111.43
Support	$80	$81.60	$83.23	$84.89
JDH Corrosion Consultants, Inc.				
Principal-Project Manager	$191.40	$195.23	$199.13	$203.12
Asst. Project Manager	$175.45	$178.96	$182.54	$186.19
Project Engineer	$127.28	$129.83	$132.42	$135.07
Sr. Corrosion Tech.	$127.28	$129.83	$132.42	$135.07
Project Engineer	$143.55	$146.42	$149.35	$152.34
Field Engineer	$98.12	$100.08	$102.08	$104.13
Field Technician	$109.96	$112.16	$114.40	$116.69
Field Technician	$111.65	$113.88	$116.16	$118.48

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Rates Effective October 1, 2018	Current Rates Effective June 1, 2020
Drafting – AutoCAD	$95.70	$97.61	$99.57	$101.56
Pacific Geotechnical Engineering				
Supervising Engineer	$177	$180.54	-	-
Senior Geologist	$156	$159.12	-	-
Project Geologist	$131	$133.62	-	-
Senior Engineer	$156	$159.12	-	-
Staff Geologist	$91	$92.82	-	-
Staff Geologist	$91	$92.82	-	-
Geologist	$121	$123.42	-	-
Drafting	$76	$77.52	-	-
PHA Transportation Consultants				
Principal	$160	$163.20	$166.20	$169.79
Senior Engineer	$140	$142.80	$145.66	$148.57
TRA Environmental Sciences, Inc.				
Senior Project Manager	$160	$163.20	$166.46	$169.79
Senior Biologist II	$140	$142.80	$145.66	$148.57
Senior Analyst II	$140	$142.80	$145.66	$148.57
Analyst III	$110	$112.20	$114.44	$116.73
Support Staff	$75	$76.50	$78.03	$79.59
Underwater Resources, Inc.				
Project Manager	$135/hr.	$137.70	$140.45	$143.26
Diving Supervisor	$1,100/shift	$1,122.00/Shift	$1,144.44/Shift	$1,167.33/Shift
Diving Supervisor OT	$170/OT hr.	$173.40/OT hr.	$176.87/OT hr.	$180.41/OT hr.
Diver	$1,640/shift	$1,672.80/shift	$1,706.26/shift	$1,740.39/shift
Diver OT	$265/hr.	$270.30	$275.71	$281.22
Shop Labor	$85/hr.	$86.70	$88.43	$90.20

NOTES: Revised rates listed above were approved by District per letter dated October 3, 2018 to Consultant stating effective date of 10/3/18 and were formally incorporated in Amendment No. 3.

B. Upon the written approval of the District's Deputy Operating Officer stated herein, unused fees from a completed or cancelled task may be reallocated to an uncompleted task provided that the Agreement Total Not-to-Exceed Amount is not exceeded. Transferring fees from an uncompleted task to another task will not be permitted.

C. Upon the written approval of the District's Deputy Operating Officer referenced herein, the scope of services described in a task may be reduced or eliminated. If the scope of services is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.

D. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to the District.

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. Expenses incurred by the Consultant for subconsultants providing professional services and for subcontractor, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all lab services regardless of cost.

F. All other direct expenses not included in overhead including, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, will be billed monthly at cost linked to each Agreement Task, as approved by the District's Project Manager.

G. Reimbursable Expenses

1. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant and its subconsultants for mileage and travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its subconsultants for mileage incurred from District Headquarters or Consultant's and subconsultants' firm addresses, whichever is closer to the destination, to Project site(s) community outreach meetings, partnering meetings, Dispute Review Board meetings, and meetings with regulatory agencies, if directed or authorized by the District.

2. Travel, including air travel, overnight accommodations, and 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 for such travel has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of taxi, rideshare or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

H. Consultant's monthly invoices will be prepared in accordance with the terms of this Revised Appendix Two and the Standard Consultant Agreement Section IV, Fees and Payments, and represent work performed and reimbursable costs incurred during the identified billing period and will be consistent with Appendix One and Revised Appendix One and include the following:

1. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.

2. Direct charges by Scope of Service Task.

3. Consultant's summary of the amount Consultant has been billed by their subconsultants and subcontractors and further detailed by Scope of Service Task.

4. Direct charges must reflect actual fees versus the Agreement not to exceed fees in this Revised Appendix Two.

I. Before submitting monthly invoices, the Monthly Progress Report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.

J. Invoices will include a summary of labor expenditures, direct costs, and billed subconsultant charges. Billing statements, transmitted separately from the Monthly Progress Reports, will be organized such that the billing categories correspond with the Scope of Services tasks.

K. District's Project Manager will review invoice within five (5) working days of receipt, address any questions with Consultant's Construction Manager, and approve the undisputed amount of the invoice within ten (10) working days of receipt of the invoice. District will pay undisputed invoices within thirty (30) calendar days from date invoice is approved by District's Project Manager.

L. Prevailing Wages

1. 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.

2. Labor Code §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

3. The 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.

4. 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.

5. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the 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.

6. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement such as certified payroll records must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.

7. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

   Prior to the District executing a Task Order for Services involving public works, as defined herein, the Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by the District, that Consultant and its Subconsultant(s) are in compliance with the California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements.

M. Consultant's services will be performed by its staff members and subconsultants' staff members at the lowest hourly rates commensurate with the complexity of the required services.

N. Consultant's attention is directed to Section IV of the Revised Standard Consultant Agreement regarding Fees and Payments and the corresponding retention clause.

O. Small Business Enterprise (SBE) 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 percent or more of the Total Not to Exceed Amount stated in this Revised Appendix Two and Consultant agrees to use its best efforts to meet this goal. With each monthly progress report, Consultant shall provide level of Small Business Enterprise (SBE) participation.

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of the Standard Consultant Agreement portion of this Agreement. The term of this Agreement expires **May 31, 2023**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.

2. Consultant will commence Tasks listed in Appendix One and Revised Appendix One of this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.

3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with the Project Schedule table as shown below. Consultant will coordinate services with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings, and Deliverables.

4. 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 District. Consultant's attention is directed to District's Revised Standard Consultant Agreement, Section VII. Delays and Extensions.

5. Project Delays - The Consultant will make all reasonable efforts to comply with the Project Schedule as shown here in Revised Appendix Three. In the event the Project Schedule will be delayed, Consultant will notify the District 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, District may in its discretion grant a reasonable adjustment in the Project Schedule. This language will prevail should any conflict or discrepancy occur between this provision and the Revised Standard Consultant Agreement portion of this Agreement, Section VII. Delays and Extensions.

6. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as a written administrative modification to the Agreement and such approval will be confirmed in writing.

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AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

PROJECT SCHEDULE (REVISED)

Task	Description	Duration from NTP
1	Project Management Services	Duration of the Agreement
1.1	Planning Phase Work Plan - Calero and Guadalupe Dams Combined	Duration of the Agreement
2.1.3	Problem Definition Report - Calero Dam	5 months from NTP (Completed)
2.1.3	Problem Definition Report - Guadalupe Dam	7 months from NTP (Completed)
2.2.5	Planning Study Report - Calero Dam	12 months from NTP (Completed)
2.2.5	Planning Study Report - Guadalupe Dam	14 months from NTP (Completed)
2.2.6	Transition Reports - Calero Dam	13 months from NTP (Completed)
2.2.6	Transition Reports - Guadalupe Dam	15 months from NTP (Completed)
3.4.4	Draft Environmental Impact Report - Calero Dam	Duration of the Agreement
3.4.4	Draft Environmental Impact Report - Guadalupe Dam	Duration of the Agreement
3.6	Final Environmental Impact Report - Calero Dam	Duration of the Agreement
3.6	Final Environmental Impact Report - Guadalupe Dam	Duration of the Agreement
3.7	Regulatory Permitting	Duration of the Agreement
4	Develop On-site Borrow and Spoil Requirements - Calero Dam	5 months from NTP (Completed)
4	Develop On-site Borrow and Spoil Requirements - Guadalupe Dam	7 months from NTP (Completed)
5	Design Support	Duration of the Agreement
6	Supplemental Services	Duration of the Agreement

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED 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 Revised Appendix Four Insurance Requirements.

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

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

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Revised 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 Revised Appendix insurance document.

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

Certificates of Insurance

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

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

The certificates will:

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

   Santa Clara Valley Water District
   5750 Almaden Expressway
   San Jose, CA 95118
   Agreement/CAS No. A3675A / CAS No. 4479

   IMPORTANT: The agreement or CAS number must be included.

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS

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

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

If Consultant receives any notice that any of the insurance policies required by this Revised Appendix Four Insurance Requirements 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 Revised Appendix Four Insurance Requirements is canceled or coverage is reduced.

Maintenance of Insurance

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

Renewal of Insurance

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

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: valleywater@ebix.com

2. Provide the following information in the "Certificate Holder" box:

   Santa Clara Valley Water District
   5750 Almaden Expressway
   San Jose, CA 95118
   Agreement/CAS No. A3675A / CAS No. 4479

   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:

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:

$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

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

$5,000,000 per claim/ **$5,000,000** aggregate

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

a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars ($100,000) per occurrence/event.
b. Coverage shall include contractual liability
c. If coverage is claims-made:

    i. Certificate of Insurance shall clearly state that the coverage is claims-made.
    ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
    iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
    iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

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

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

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

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED 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.

AMENDMENT NO. 4 TO AGREEMENT A3675A
REVISED 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 **($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	

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	

Appendix IV ConsultantGL2AL2PL5_rev. 7.20.20/CAS rev. 9.8.20

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SCVWD ENACTED COPY
Contract Administration Unit
AGMT: A3675Ac **FILE:** CAS 4479

AMENDMENT NO. 3 TO AGREEMENT A3675A BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND GEI CONSULTANTS INC.

This Amendment No. 3 (Amendment), retroactively effective on June 1, 2020 (Effective Date), amends the terms and conditions of the Standard Consultant Agreement A3675A (Agreement) dated August 27, 2013 as amended by Amendment No. 1 dated June 11, 2015, and Amendment No. 2 dated April 25, 2017 between SANTA CLARA VALLEY WATER DISTRICT (District) and GEI CONSULTANTS, INC., (Consultant), collectively the Parties.

WHEREAS, Consultant is currently providing professional planning and environmental services for the Calero and Guadalupe Dams Seismic Retrofits (Project); and

WHEREAS, the Agreement expired on May 31, 2020; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to allow Consultant to continue to provide additional planning and environmental consulting services for the Project and to make administrative changes to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary in the Agreement and Amendments No. 1 and Amendment No. 2, District and Consultant hereby agree to amend the Agreement as follows:

1. Revised Appendix One, Scope of Services, is amended to revise Article VI. Additional Terms and Conditions, as follows:

"VI. ADDITIONAL TERMS AND CONDITIONS (REVISED)

A. Consultant as Independent Contractor

1. Consultant will perform all Services as an independent contractor and not an agent or employee of District.

2. The expertise and experience of Consultant are material considerations for District'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's obligations hereunder, without prior written consent of District, in the form of an Amendment executed by both 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 moneys 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 the District.

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B. Consultant's General Responsibilities

1. Standard of Care

a. Consultant and its sub-consultants must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.

b. Consultant and its sub-consultants must perform 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.

2. Unless the requirements for the Scope of Services described in this Agreement are specifically modified in writing, Consultant must provide its services and deliverables as required.

3. Consultant shall provide staff designated in Revised Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant are subject to approval at the administrative staff level by the District Representative.

C. Confidentiality

1. Due to the nature of the services the Consultant will provide under the Agreement, there may be disclosure to the Consultant of detailed information about the District'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.

2. The Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately. In the event the Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of the Consultant's employees, its subcontractors, and its subconsultants authorized by the District to have the information.

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3. Consultant will notify the District's Project Manager immediately of any request by any third party to have access to the information, and will not disclose the requested information without first receiving express written authorization from the District's Project Manager. The requirements of this section will survive completion, termination, suspension, and expiration of the Agreement.

D. Project Management

1. The Project Manager for the District is Bal Ganjoo, Senior Project Manager.

2. The Project Manager for Consultant is as indicated in Revised Attachment One to Revised Appendix One, Consultant's Key Staff and Subconsultants, of this Appendix.

3. The District's Project Manager or his designee is the only person authorized to accept Consultant's deliverables on behalf of the District.

E. Task Orders

1. Supplementary Services will be assigned to the Consultant through issuance of Task Orders. After Supplementary Services to be performed under this Agreement are identified and communicated to Consultant by the District Project Manager, the Consultant will prepare a proposed Task Order. The proposed Task Order must identify the following:

   a. Description of the services, including deliverables.

   b. The total not-to-exceed amount for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services.

   c. Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District Project Manager.

   d. Estimated cost of each reimbursable expense, including any applicable fees.

   e. Time schedule for completing the services.

   f. Copies of applicable state, federal, and local permits required to complete the services, unless previously provided to the District Project Manager.

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2. Consultant agrees that the not-to-exceed amount 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 representatives of both Parties.

3. Consultant must not commence performance of services on a Task Order until it has been approved by the District's Water Utility Capital Division Deputy Operating Officer and notice to proceed has been issued by the District's 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 the District for an individual Task Order will not exceed the amount agreed to in the Task Order.

4. Prevailing Wage Requirements: The Scope of Services may be considered by the District to be "Public Works" requiring the payment of prevailing wages. See the Revised Standard Consultant Agreement Section II Duties of Consultant; Revised Appendix Two, Fees and Payments, paragraph L. Prevailing Wages, and Attachment Three Task Order Template.

F. Conflict of Interest

1. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement.

2. Consultant represents that Consultant's performance under the Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.

3. Consultant will not bring to the District or use in the performance of Consultant's duties under the 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 the District, for the possession and use of such materials.

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4. 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 will not act as a consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.

5. Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not submit a proposal: (i) for any contract to be awarded for construction management, or the construction of any project that is related to the services provided under the Agreement; or (ii) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; and (iii) for any single or sole source products/services related to the services under this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.

G. Term & Termination

This paragraph G. Term and Termination and the following paragraph H. Compensation Upon Termination or Suspension, of Article VI. Additional Terms and Conditions, replaces the second paragraph stated in the Revised Standard Consultant Agreement portion of this Agreement, at Section VI. Changes in Work.

1. Term & Automatic Termination

This Agreement encompasses all services for which Consultant is responsible to provide within the time limits and not-to-exceed amount 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 amount of any Task Order.
District's Rights

a. Suspension: District may, by written notice to Consultant, suspend any or all services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within ninety (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.

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b. Termination for Convenience: District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District'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 H., Consultant's Compensation Upon Termination of Suspension, referenced below.

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 thirty (30) days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District 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 effected for District'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 District are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

H. Consultant's Compensation Upon Termination or Suspension

1. In the event of termination of this Agreement or any Task Order, or suspension of services by District, Consultant shall receive compensation based on satisfactory performance, accepted by the District Project Manager, as follows:

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a. For 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. For Reimbursable Expenses - Consultant shall be entitled to receive compensation for all authorized Reimbursable Expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination.

c. In no event shall the total compensation paid for any item of service exceed the payment specified in the applicable Task Order for that item of service.

I. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District's request, Consultant employees, officers, agents, subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as described below.

1. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by the District, an Assuming Office Statement. The Assuming Office Statement shall be filed:

   a. Within 30 calendar days of the effective date of this Agreement; and

   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 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 the District, an amendment to their Form 700 any time there is a change to their disclosure information.

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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 the District, during the District's annual filing season as determined by the District.

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 the District, a Leaving Office Statement 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 the District'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 the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, subconsultants, and subcontractors are disqualified from providing services, on written notice from District's Project Manager, Consultant will have 15 calendar days to remove that employee(s), officer, agent(s), subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to the District.

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 the District is deemed a material breach and may result in termination of the Agreement for cause.

J. District Quality and Environmental Management System (QEMS) Factsheet (see Attachment Seven to Revised Appendix One)

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As an on-site provider of services that has the potential to result in significant environmental impacts, Consultant is required to review the QEMS Fact Sheet, incorporated herein by this reference hereto, with any of the employee(s), sub-contractor(s), and/or subconsultant(s) ("Staff") performing services on behalf of the District, and make Staff aware of the District's Quality and Environmental Policy and their role and responsibility in achieving conformity with the expectations.

K. Release of Information Prohibited

Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized District personnel. Consultant will not release any information pertinent to the Project under design or construction for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from the District. Any media inquiry at any time to Consultant relating to any matter concerning Services provided or requested to be provided under this Agreement will be referred immediately to the District. Consultant will not communicate with the media regarding any such matter.

L. Formation of Agreement

1. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of the District. The District Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by the District.

2. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:

   a. Execution of the Agreement by Consultant;

   b. Submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents;

   c. Submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable;

   d. Submission by the Consultant, and acceptance by the District, of evidence of the QEMS Awareness and Training certification (see Attachment Seven to Appendix One);

   e. Submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements ("NDA") documents, if applicable;

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f. Submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable;

g. Any other requirements that are deemed necessary by the District, and

h. Execution of the Agreement by the District.

M. Notices

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices will be deemed to have been given when made in writing and when delivered or mailed to the representatives of the District and the Consultant at their respective addresses as follows:

District:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Attention: Chris Hakes, Deputy Operating Officer
Dam Safety and Capital Division
Email: chakes@valleywater.org
Direct: (408) 630-3796

Consultant:

GEI Consultants, Inc.
180 Grand Avenue, Suite 1410
Oakland, CA 94612
Attention: William Rettberg, P.E., Senior Vice President
Email: wrettberg@geiconsultants.com
Direct (510) 350-2910
Fax: (510) 350-2901

N. Good Neighbor

The District always strives to be a good neighbor to the community adjacent to its facility. The 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.

O. 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

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Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California, and 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.

P. 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.

Q. 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.

R. 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.

S. Debt Limitation

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

T. Revised Appendix One, Scope of Services and Revised Attachments
The following listed Attachments referred to herein are incorporated in this Revised Appendix One - Scope of Services as though set forth in full:

Revised Attachment One - Consultant's Key Staff and Subconsultants (REVISED)
Revised Attachment Two - Dispute Resolution (UNCHANGED)
Revised Attachment Three - Task Order Template (REVISED)
Revised Attachment Four - Reference Materials (UNCHANGED)
Revised Attachment Five - District Procedures and Work Instructions (UNCHANGED)

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AMENDMENT NO. 3 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.

Attachment Six - DSOD Interim Hydrology Policy (UNCHANGED)
Revised Attachment Seven - QEMS Fact Sheet (UNCHANGED)

2. Revised Attachment One, Consultant's Key Staff and Subconsultants, is amended as set forth in the Revised Appendix One, Consultant's Key Staff and Subconsultants, to Revised Appendix One to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

3. Revised Attachment Three Task Order Template, is amended as set forth in the Revised Attachment Three, Task Order Template, to Revised Appendix One to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

4. Revised Appendix Two, Fees and Payments, is amended as set forth in the attached Revised Appendix Two, Fees and Payments, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

5. Revised Appendix Three, Schedule of Completion, is amended as set forth in the attached Revised Appendix Three, Schedule of Completion, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

6. Revised Appendix Four, Insurance Requirements, is amended as set forth in the Revised Appendix Four, Insurance Requirements, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

7. All other terms and conditions of Agreement A3675A, Amendment No.1 and Amendment No. 2 not otherwise amended herein, remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 3 TO AGREEMENT A3675A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
District

By: DocuSigned by: Rick Callender 491EFB72AD8C4F9...
Rick L. Callender, Esq.
Chief Executive Officer

Date: 9/3/2020

GEI CONSULTANTS INC.
Consultant

By: DocuSigned by: William Rettberg 11F9B292EC63401...
William A. Rettberg, P.E.
Senior Vice President

Date: 8/6/2020

Firm Address:

180 Grand Avenue, Suite 1410
Oakland, CA 94612

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AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

1. Consultant's key staff assigned to the Project are as follows:

Team Member	Project Role	Contact Info
Bill Rettberg-Senior Consultant Grade 8	Project Manager	180 Grand Avenue, Suite 1410 Oakland, CA 94612 wrettberg@geiconsultants.com P: (510) 350-2910 C: (510) 910-2201
Mark Freitas-Senior Professional Grade 8	Deputy Project Manager, Engineering Planning, Geotechnical Engineering,	180 Grand Avenue, Suite 1410 Oakland, CA 94612 mfreitas@geiconsultants.com P: (510) 350-2906 C: (510) 410-4964
Len Sansone-Senior Professional Grade 7	Geotechnical Engineering, Borrow Studies	180 Grand Avenue, Suite 1410 Oakland, CA 94612 lsansone@geiconsultants.com P: (510) 350-2903 C: (510) 407-0513
Steve Verigin-Senior Consultant Grade 8	Principal-in-Charge	180 Grand Avenue, Suite 1410 Oakland, CA 94612 sverigin@geiconsultants.com P: (916) 631-4574 C: (916) 365-6124
Alberto Pujol-Senior Consultant Grade 8	QA/QC, Design Support and Design Review	180 Grand Avenue, Suite 1410 Oakland, CA 94612 apujol@geiconsultants.com P: (510) 350-2908 C: (510) 551-3959
Dan Wanket-Senior Professional Grade 7	Project Controls, Cost Estimating	180 Grand Avenue, Suite 1410 Oakland, CA 94612 dwanket@geiconsultants.com P: (510) 350-2916 C: (510) 913-7901
Matt Powers-Senior Professional Grade 7	Project Engineer	180 Grand Avenue, Suite 1410 Oakland, CA 94612 mpowers@geiconsultants.com P: (510) 350-2902 C: (805) 801-8583
Todd Crampton-Senior Professional Grade 7	Engineering Geology	180 Grand Avenue, Suite 1410 Oakland, CA 94612 tcrampton@geiconsultants.com P: (510) 350-2934 C: (510) 759-9470

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AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Team Member	Project Role	Contact Info
Dave Gutierrez-Senior Consultant Grade 8	Technical and Design Review, DSOD Liaison	180 Grand Avenue, Suite 1410 Oakland, CA 94612 dgutierrez@geiconsultants.com P: (916) 631-1799 C: (916) 799-4121
Mark Fortner-Senior Professional Grade 7	Hydraulics and Hydrology	180 Grand Avenue, Suite 1410 Oakland, CA 94612 mfortner@geiconsultants.com P: (916) 631-4534 C: (916) 505-4106

2. If necessary and appropriate, Consultant will employ subconsultants it deems appropriate to the complexity and nature of the required Services. All subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain District's approval of all subconsultants. Upon District's request, Consultant must provide copies of all subconsultant contract agreements. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.

   A. The following subconsultants are authorized to work on the Project:

Firm	Project Role	Contact Info
URS	Environmental, CEQA, Permitting, Dam Engineering Support	300 Lakeside Drive, Suite 400 Oakland, CA 94612, USA Contact: Bill Martin T: (510) 893-3600 P: (510) 874-3020 (direct) Bill.H.Martin@aecom.com
Cal Engineering & Geology	Geotechnical Investigations, Geotechnical Engineering	1870 Olympic Boulevard, Suite 100 Walnut Creek, CA 94596 Contact: Phil Gregory, G.E. P: (925) 935-9771 pgregory@caleng.com
David Ford Consulting Engineers	Hydraulics and Hydrology	2015 J Street, Suite 200 Sacramento, CA 95811 Contact: David Ford P: (916) 447-8779 F: (916) 447-8780 ford@ford-consulting.com

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AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Firm	Project Role	Contact Info
H. T. Harvey & Associates	CEQA and Permitting Support, Biological Impacts, HCP Compliance	983 University Avenue Building D Los Gatos, CA 95032 Contact: Steve Rottenborn T: (408) 458-3246 F: (408) 458-3210 P: (408) 722-0931 (direct) srottenborn@harveyecology.com
JDH Corrosion Consultants, Inc.	Corrosion Engineering and Evaluations	100 Willow Pass Court Concord, CA 94520 Contact: J. Darby Howard, Jr. P: (925) 927-6630 ext.121 F: (925) 927-6634 dhoward@jdhcorrosion.com
Pacific Geotechnical Engineering	Geotechnical Investigations, Engineering Geology, Geotechnical Engineering	16055 Caputo Drive, Suite D Morgan Hill, CA 95037 Contact: Reid Fisher P (408) 778-2818 ext. 402 F: (408)779-6879 rfisher@pacific-geotechnical.com
PHA Transportation Consultants (Pang Ho & Associates)	Traffic and Transportation Impacts	2711 Stuart Street Berkeley, CA 94705 Contact: Pang Ho T: (510) 848-9233 P: (510) 848.9233 pang@pangho.com
TRA Environmental Sciences, Inc.	Environmental, CEQA and Permitting Support, Land Use and Planning, Air Quality/GHG, Noise, Population/Housing, Recreation, Visual, HCP Compliance	545 Middlefield Road, Suite 200, Menlo Park, CA 94025 Contact: Barbara Beard, Director of Environmental Analysis T: (650) 327-0429 P: (650) 464-5217 (direct) beard@traenviro.com
Underwater Resources	Underwater Investigations	Pier 26, The Embarcadero San Francisco, CA 94105 www.underwater-resources.com Contact: Tom Belcher P: (415) 974-5464 F: (415) 974-1749 tbelcher@underwater-resources.com

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AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

3. Consultant Key Staff and Subconsultants

A. Consultant's key staff and subconsultants assigned to perform the Services are identified in this Revised Attachment One to Revised Appendix One, Scope of Services.

B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District 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 the District's approval of all subconsultants. Upon the District'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 the District, on written notice from the District, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.

F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.

G. Consultant's Key Staff

The District Project Manager 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. Consultants Subconsultants

1. The District Project Manager 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.

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2. The District'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 the District for such work; such approval will be confirmed in writing.

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AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX ONE
REVISED ATTACHMENT THREE
TASK ORDER TEMPLATE

Task Order No. _____

Title: _____

Agreement: Standard Consultant Agreement _____ ("Agreement") Between the Santa Clara Valley Water District ("District") and _____ ("Consultant"), dated _____.

District: _____

Consultant: _____

Dollar Amount of Task Order: Not-to-Exceed $_____

1. Upon full execution of this Task Order No._____, as set forth in the Revised Standard Consultant Agreement, Revised Appendix One Scope of Services, Article VI. Additional Terms and Conditions, paragraph E. Task Orders, and the issuance of a Notice to Proceed by the District 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 the District;

   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. Project schedule for completing the Scope of Services.

3. The Consultant shall be compensated at fixed fees or at the hourly rates established in the Revised Standard Consultant Agreement, Revised Appendix Two, Fees and Payments. The Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.

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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 the District.

6. The 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 the District to be "Public Works" requiring the payment of prevailing wages. See Revised Standard Consultant Agreement, Revised Appendix Two, Fees and Payments, Article IV. Terms and Conditions, paragraph L. 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 the District'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: _____ _____

NAME OF CONSULTANT FIRM — DATE
[PRINT NAME]
[PRINT TITLE]

Signature: _____ _____

SANTA CLARA VALLEY WATER DISTRICT — DATE
[PRINT NAME]
[PRINT TITLE]

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AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

I. GENERAL (REVISED)

Payment for all services performed by Consultant to the satisfaction of the District as described in Appendix One and Revised Appendix One - Scope of Services for this Agreement will be based on the Total Not-to-Exceed (NTE) Fees stated in this Revised Appendix Two for the completion of the associated tasks. The District will make payments to the Consultant according to the terms provided for in this Revised Appendix Two. Payments made by the District to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, subconsultant(s), and equipment including reimbursables, travel, and per diem expenses incurred by the Consultant to complete the work.

II. TOTAL AUTHORIZED FUNDING (REVISED)

Total payment for services performed, as described in Appendix One and Revised Appendix One - Scope of Services, will not exceed a total amount of **$6,219,841** during the term of this Agreement. Under no conditions will the total compensation to the Consultant exceed this amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors ("Board"), or Chief Executive Officer, or designee, as authorized by the Board. The Consultant guarantees that it will complete the contracted Scope of Services for the Total NTE Amount stated herein.

III. COST BREAKDOWN (REVISED)

The NTE not-to-exceed total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by the District to the Consultant for Supplemental Services without prior written authorization by the District as stated in Appendix One and Revised Appendix One of this Agreement.

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AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN

Task	Description	Original Total Fixed NTE Fees	Amendment No. 1 NTE Fees	Amendment No. 2 NTE Fees	Amendment No. 3 NTE Fees	Revised Total Fixed NTE Fees
1	Project Management	$559,722	-	$420,921	-	$980,643
2	Planning Study	$1,642,112	-	-	-	$1,642,112
3	Environmental Documentation and Permit Support	$1,529,310	-	$279,052	-	$1,808,362
4	Develop On-site Borrow and Spoil Requirements	$360,862	-	-	-	$360,862
5	Design Support	$120,339	-	$16,038	-	$136,377
6	**Supplemental Services**					
		$691,485	-	$600,000	-	$1,291,485
Total Not-to-Exceed Amount		**$4,903,830**	**$0**	**$1,316,011**	**$0**	**$6,219,841**

NOTES: Amendment No. 1 and this Amendment No. 3 are no-cost amendments.

IV. TERMS AND CONDITIONS (REVISED)

A. Payments for work completed, as described in Revised Appendix One and Revised Appendix One -Scope of Services, will be based on the following terms:

1. District will pay for services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel 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 twelve (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 the District, provided Consultant submits written notice to District of Consultant’s request to revise the hourly rates ninety (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 twelve (12) months of the “Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)” as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.0%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District Deputy Operating Officer.

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AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

HOURLY RATE SCHEDULE (REVISED)

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Current Rates Effective October 1, 2018	Rates Effective upon Commencement of Amendment No. 3
PRIME – GEI INC				
Senior Consultant-Grade 8	$239	$243.78	$248.66	$253.63
Senior Professional-Grade 7	$212	$216.24	$220.56	$224.98
Senior Professional-Grade 6	$179	$182.58	$186.23	$189.96
Senior Professional-Grade 5	$157	$160.14	$163.34	$166.61
Project Professional-Grade 4	$133	$135.66	$138.37	$141.14
Project Professional-Grade 3	$118	$120.36	$122.77	$125.22
Staff Professional-Grade 2	$108	$110.16	$112.36	$114.61
Staff Professional-Grade 1	$98	$99.96	$101.96	$104.00
Senior CADD Drafter and Designer	$118	$120.36	$122.77	$125.22
CADD Drafter/Designer and Senior Technician	$108	$110.16	$112.36	$114.61
Technician, Word Processor, Administrative Staff	$88	$89.76	$91.56	$93.39
SUBCONSULTANT(S)				
URS Corporation				
Principal	$232	$236.67	$241.40	$246.23
Principal Engineer/Geologist/Scientist	$200	$204.00	$208.08	$212.24
Senior Project Engineer/Geologist/Scientist IV	$170	$173.40	$176.87	$180.41

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AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Current Rates Effective October 1, 2018	Rates Effective upon Commencement of Amendment No. 3
Senior Project Engineer/Geologist/Scientist III	$160	$163.20	$166.46	$169.79
Senior Project Engineer/Geologist/Scientist II	$140	$142.80	$145.66	$148.57
Senior Staff GIS/CADD	$129	$131.58	$134.21	$136.90
Senior Project Engineer/Geologist/Scientist I	$125	$127.50	$130.05	$132.65
Project Engineer/Geologist/Scientist	$115	$117.30	$119.65	$122.04
Senior Engineer/Geologist/Scientist II	$110	$112.20	$114.44	$116.73
Senior Engineer/Geologist/Scientist I	$100	$102.00	$104.04	$106.12
Staff Engineer/Geologist/Scientist II	$90	$91.80	$93.64	$95.51
Staff GIS/CADD	$85	$86.70	$88.43	$90.20
Staff Engineer/Geologist/Scientist I	$85	$86.70	$88.43	$90.20
Administrative Professional	$70	$71.40	$72.83	$74.28

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FEES AND PAYMENTS

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Current Rates Effective October 1, 2018	Rates Effective upon Commencement of Amendment No. 3
Cal Engineering & Geology				
Principal Engineer or Geologist	$198	$201.96	$206.00	$210.12
Consulting Geotechnical Engineer	$195	$198.90	$202.88	$206.94
Associate Engineer		$196.32	$192.47	$196.32
Senior Engineer or Geologist	$140	$142.80	$145.66	$148.57
Project Engineer or Geologist	$110	$112.20	$114.44	$116.73
Staff Engineer or Geologist	$95	$96.90	$98.84	$100.81
Field Technician (Prevailing Wage)	$105	$107.10	$109.24	$111.43
Project Assistant	$70	$71.40	$72.83	$74.28
David Ford Consulting Engineers				
Principal	$265.78	$271.10	$276.52	$282.05
Sr H&H Engineer	$188.61	$192.38	$196.23	$200.15
Mid-level H&H Engineer	$131.60	$134.23	$136.92	$139.65
Jr H&H Engineer	$88.41	$90.18	$91.98	$93.82
Project Coordinator	$88.59	$90.36	$92.17	$94.01
Admin/Clerical	$66.87	$68.21	$69.57	$70.96
Planner/technical writer	$111.67	$113.90	$116.18	$118.51
H.T. Harvey & Associates				
Principal	$215	$219.30	$223.69	$228.16

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AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Current Rates Effective October 1, 2018	Rates Effective upon Commencement of Amendment No. 3
Principal (Sr. Wetlands/Plant Ecologist)	$215	$219.30	$223.69	$228.16
Associate (Restoration Ecologist)	-	$182.58	$186.23	$189.96
Sr. Ecologist 1 (Project Manager/Wildlife Ecologist)	$147	$149.94	$152.94	$156.00
Sr. Ecologist 1 (Herpetologist)	$147	$149.94	$152.94	$156.00
Ecologist 1 (Plant Ecologist)	$116	$118.32	$120.69	$123.10
GIS Specialist	$105	$107.10	$109.24	$111.43
Support	$80	$81.60	$83.23	$84.89
JDH Corrosion Consultants, Inc.				
Principal-Project Manager	$191.40	$195.23	$199.13	$203.12
Asst. Project Manager	$175.45	$178.96	$182.54	$186.19
Project Engineer	$127.28	$129.83	$132.42	$135.07
Sr. Corrosion Tech.	$127.28	$129.83	$132.42	$135.07
Project Engineer	$143.55	$146.42	$149.35	$152.34
Field Engineer	$98.12	$100.08	$102.08	$104.13
Field Technician	$109.96	$112.16	$114.40	$116.69
Field Technician	$111.65	$113.88	$116.16	$118.48
Drafting – AutoCAD	$95.70	$97.61	$99.57	$101.56
Pacific Geotechnical Engineering				
Supervising Engineer	$177	$180.54	-	-

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REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Current Rates Effective October 1, 2018	Rates Effective upon Commencement of Amendment No. 3
Senior Geologist	$156	$159.12	-	-
Project Geologist	$131	$133.62	-	-
Senior Engineer	$156	$159.12	-	-
Staff Geologist	$91	$92.82	-	-
Staff Geologist	$91	$92.82	-	-
Geologist	$121	$123.42	-	-
Drafting	$76	$77.52	-	-
PHA Transportation Consultants				
Principal	$160	$163.20	$166.20	$169.79
Senior Engineer	$140	$142.80	$145.66	$148.57
TRA Environmental Sciences, Inc.				
Senior Project Manager	$160	$163.20	$166.46	$169.79
Senior Biologist II	$140	$142.80	$145.66	$148.57
Senior Analyst II	$140	$142.80	$145.66	$148.57
Analyst III	$110	$112.20	$114.44	$116.73
Support Staff	$75	$76.50	$78.03	$79.59
Underwater Resources, Inc.				
Project Manager	$135/hr.	$137.70	$140.45	$143.26
Diving Supervisor	$1,100/shift	$1,122.00/Shift	$1,144.44/Shift	$1,167.33/Shift
Diving Supervisor OT	$170/OT hr.	$173.40/OT hr.	$176.87/OT hr.	$180.41/OT hr.
Diver	$1,640/shift	$1,672.80/shift	$1,706.26/shift	$1,740.39/shift

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REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Original Rates	Rates Effective October 1, 2016	Current Rates Effective October 1, 2018	Rates Effective upon Commencement of Amendment No. 3
Diver OT	$265/hr.	$270.30	$275.71	$281.22
Shop Labor	$85/hr.	$86.70	$88.43	$90.20

NOTES: Revised rates listed above were approved by District per letter dated October 3, 2018 to Consultant stating effective date of 10/3/18 and are formally incorporated in this Amendment No. 3.

B. Upon the written approval of the District's Deputy Operating Officer stated herein, unused fees from a completed or cancelled task may be reallocated to an uncompleted task provided that the Agreement Total Not-to-Exceed Amount is not exceeded. Transferring fees from an uncompleted task to another task will not be permitted.

C. Upon the written approval of the District's Deputy Operating Officer referenced herein, the scope of services described in a task may be reduced or eliminated. If the scope of services is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.

D. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to the District.

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. Expenses incurred by the Consultant for subconsultants providing professional services and for subcontractor, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all lab services regardless of cost.

F. All other direct expenses not included in overhead including, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, will be billed monthly at cost linked to each Agreement Task, as approved by the District's Project Manager.

G. Reimbursable Expenses

1. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant and its subconsultants for mileage and travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its subconsultants for mileage

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incurred from District Headquarters or Consultant's and subconsultants' firm addresses, whichever is closer to the destination, to Project site(s) community outreach meetings, partnering meetings, Dispute Review Board meetings, and meetings with regulatory agencies, if directed or authorized by the District.

2. Travel, including air travel, overnight accommodations, and 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 for such travel has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of taxi, rideshare or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

H. Consultant's monthly invoices will be prepared in accordance with the terms of this Revised Appendix Two and the Standard Consultant Agreement Section IV, Fees and Payments, and represent work performed and reimbursable costs incurred during the identified billing period and will be consistent with Appendix One and Revised Appendix One and include the following:

1. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.

2. Direct charges by Scope of Service Task.

3. Consultant's summary of the amount Consultant has been billed by their subconsultants and subcontractors and further detailed by Scope of Service Task.

4. Direct charges must reflect actual fees versus the Agreement not to exceed fees in this Revised Appendix Two.

I. Before submitting monthly invoices, the Monthly Progress Report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.

J. Invoices will include a summary of labor expenditures, direct costs, and billed subconsultant charges. Billing statements, transmitted separately from the Monthly Progress Reports, will be organized such that the billing categories correspond with the Scope of Services tasks.

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K. District's Project Manager will review invoice within five (5) working days of receipt, address any questions with Consultant's Construction Manager, and approve the undisputed amount of the invoice within ten (10) working days of receipt of the invoice. District will pay undisputed invoices within thirty (30) calendar days from date invoice is approved by District's Project Manager.

L. Prevailing Wages

1. 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.

2. Labor Code §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

3. The 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.

4. 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.

5. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the 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.

6. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement such as certified payroll records must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.

7. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

Prior to the District executing a Task Order for Services involving public works, as defined herein, the Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by the District, that Consultant and its Subconsultant(s) are in compliance with the California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements.

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M. Consultant's services will be performed by its staff members and subconsultants' staff members at the lowest hourly rates commensurate with the complexity of the required services.

N. Consultant's attention is directed to Section IV of the Revised Standard Consultant Agreement regarding Fees and Payments and the corresponding retention clause.

O. Small Business Enterprise (SBE) 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 percent or more of the Total Not to Exceed Amount stated in this Revised Appendix Two and Consultant agrees to use its best efforts to meet this goal. With each monthly progress report, Consultant shall provide level of Small Business Enterprise (SBE) participation.

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AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of the Standard Consultant Agreement portion of this Agreement. The term of this Agreement expires **May 31, 2023**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.

2. Consultant will commence Tasks listed in Appendix One and Revised Appendix One of this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.

3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with the Project Schedule table as shown below. Consultant will coordinate services with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings, and Deliverables.

4. 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 District. Consultant's attention is directed to District's Revised Standard Consultant Agreement, Section VII. Delays and Extensions.

5. Project Delays - The Consultant will make all reasonable efforts to comply with the Project Schedule as shown here in Revised Appendix Three. In the event the Project Schedule will be delayed, Consultant will notify the District 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, District may in its discretion grant a reasonable adjustment in the Project Schedule. This language will prevail should any conflict or discrepancy occur between this provision and the Revised Standard Consultant Agreement portion of this Agreement, Section VII. Delays and Extensions.

6. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as a written administrative modification to the Agreement and such approval will be confirmed in writing.

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AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

PROJECT SCHEDULE

Task	Description	Duration from NTP
1	Project Management Services	Duration of the Agreement
1.1	Planning Phase Work Plan - Calero and Guadalupe Dams Combined	Duration of the Agreement
2.1.3	Problem Definition Report - Calero Dam	5 months from NTP (Completed)
2.1.3	Problem Definition Report - Guadalupe Dam	7 months from NTP (Completed)
2.2.5	Planning Study Report - Calero Dam	12 months from NTP (Completed)
2.2.5	Planning Study Report - Guadalupe Dam	14 months from NTP (Completed)
2.2.6	Transition Reports - Calero Dam	13 months from NTP (Completed)
2.2.6	Transition Reports - Guadalupe Dam	15 months from NTP (Completed)
3.4.4	Draft Environmental Impact Report - Calero Dam	Duration of the Agreement
3.4.4	Draft Environmental Impact Report - Guadalupe Dam	Duration of the Agreement
3.6	Final Environmental Impact Report - Calero Dam	Duration of the Agreement
3.6	Final Environmental Impact Report - Guadalupe Dam	Duration of the Agreement
3.7	Regulatory Permitting	Duration of the Agreement
4	Develop On-site Borrow and Spoil Requirements - Calero Dam	5 months from NTP (Completed)
4	Develop On-site Borrow and Spoil Requirements - Guadalupe Dam	7 months from NTP (Completed)
5	Design Support	Duration of the Agreement
6	Supplemental Services	Duration of the Agreement

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AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED 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 Revised Appendix IV Insurance Requirements.

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

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

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Appendix. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the Agreement is executed**.

In the event of a claim or dispute, District has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix insurance document.

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

Certificates of Insurance

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

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

The certificates will:

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

   Santa Clara Valley Water District
   5750 Almaden Expressway
   San Jose, CA 95118
   Agreement/CAS No. A3675A / CAS No. 4479

   IMPORTANT: The agreement or CAS number must be included.

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AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS

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

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

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

Maintenance of Insurance

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

Renewal of Insurance

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

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: **valleywater@ebix.com**

2. Provide the following information in the "Certificate Holder" box:

   Santa Clara Valley Water District
   5750 Almaden Expressway
   San Jose, CA 95118
   Agreement/CAS No. A3675A / CAS No. 4479

   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

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General Liability insurance must include:

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

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

$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

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

$5,000,000 per claim/ **$5,000,000** aggregate

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

a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars ($100,000) per occurrence/event.
b. Coverage shall include contractual liability
c. If coverage is claims-made:

    i. Certificate of Insurance shall clearly state that the coverage is claims-made.
    ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
    iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
    iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

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

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

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

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AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED 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.

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7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.

8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.

9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.

10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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AMENDMENT NO. 3 TO AGREEMENT A3675A
REVISED 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 **($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	

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	

Appendix IV ConsultantGL2AL2PL5_rev. 5.11.20

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**AMENDMENT NO. 2 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS INC.**

This Amendment No. 2 (Amendment), effective as of the date it is fully executed by the Parties,amends the terms and conditions of the Standard Consultant Agreement A3675A(Agreement) dated August 27, 2013, as amended by Amendment No. 1 dated June 11, 2015 (Agreement) between the SANTA CLARA VALLEY WATER DISTRICT (District) and GEI Consultants Inc.,(Consultant), collectively theParties.

WHEREAS, Consultant is currently providing professional planning and environmental services for the Calero and Guadalupe Dams Seismic Retrofits (Project); and

WHEREAS, the Agreement currently expires on May 31, 2017; and

WHEREAS, the Parties desire to amend the Agreement to perform additional planning and environmental services for the Project; and

WHEREAS, the Parties desire to amend the STANDARD CONSULTANT AGREEMENT portion of the Agreement in order to update certain provisions to current District and legal requirements that have been modified since the Agreement commenced; and

WHEREAS, the Parties desire to amend the Agreement to extend its term; to increase the Agreement Total Not-to-Exceed Amount to provide funds for Consultant to perform additional planning and environmental services; and to modify the schedule for Consultant's performance in consideration of the added scope.

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

1. The Agreement, STANDARD CONSULTANT AGREEMENT, SECTION II DUTIES OF CONSULTANT, is amended to revise the eighth and ninth paragraphs, and add a tenth paragraph to state as follows:

   "8. The Santa Clara Valley Water District 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, the 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.

9. The Consultant's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); the Age Discrimination Act of 1975 (42 U.S.C. sec. 6101 et seq.); the California Fair Employment and Housing Act (Government Code Section 12900 et. Seq.); and the California Labor Code Sections 1101 and 1102.

10. Consultant must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. Consultant must investigate all complaints directed to it by District. District will refer complaints in writing and Consultant will advise District in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the Consultant, as well as all subcontractors, subconsultants, and material suppliers of the Consultant. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective disciplinary action against the offender."

2. The Agreement, STANDARD CONSULTANT AGREEMENT, SECTION X INDEMNIFICATION is amended to state as follows:

"Notwithstanding any other provision of this Agreement, Consultant agrees to indemnify, defend and hold harmless the District, 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. The foregoing does not limit any strict liability imposed onto the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section X Indemnification, survive termination, expiration, completion and suspension of this Agreement."

3. Revised Appendix One, Scope of Services, is amended to provide for Consultant to perform additional planning and environmental services as set forth in the attached Revised Appendix One , Scope of Services, and incorporated herein by reference.

4. Appendix Two, Fees and Payments, is amended to increase the Agreement Total Not-to-Exceed Amount payable to Consultant for its performance of additional planning and environmental, services as set forth in the attached Revised Appendix Two, Fees and Payments, and incorporated herein by this reference.

5. Appendix Three, Schedule of Completion, is amended to extend the term of the Agreement and revise the Project Schedule to provide time for Consultant to perform additional planning and environmental tasks as set forth in the attached Revised Appendix Three, Schedule of Completion, and incorporated herein by this reference.

6. All other terms and conditions stated in Agreement A3675A dated August 27, 2013, and Amendment No.1, not amended herein, remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 2 TO AGREEMENT A3675A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

By: _____
John L. Varela
Chair/Board of Directors

Date: _____

GEI CONSULTANTS INC.
"Consultant"

By: _____
William A. Rettberg, P.E.
Senior Vice President

Date: 2/2/17

Firm Address:

180 Grand Avenue, Suite 1410
Oakland, CA 94612

ATTEST:

_____
Michele L. King, CMC
Clerk/Board of Directors

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AMENDMENT NO. 2 TO AGREEMENT A3675A

REVISED APPENDIX ONE
SCOPE OF SERVICES

CALERO AND GUADALUPE DAMS SEISMIC RETROFITS PROJECT

PLANNING AND ENVIRONMENTAL SERVICES

This Revised Appendix, Scope of Services, describes the professional planning and environmental services (Planning Consultant Services) tasks to be undertaken by the Consultant for the Calero and Guadalupe Dams Seismic Retrofit Project (Project).

The purpose of the Planning Consultant Services is to provide planning and environmental studies that support District decisions and final designs (by others) to resolve seismic stability and flood and outlet risks at Calero and Guadalupe Dams.

I. PROJECT OBJECTIVES (REVISED)

A. The District's objectives for the Project are to make improvements necessary to:

1. Stabilize the Calero and Guadalupe Dams embankments for the Maximum Credible Earthquake (MCE), modify or replace the outlet works if inadequate, and modify the spillways to increase freeboard during a Probable Maximum Flood (PMF) event or for additional seismic freeboard, if required;

2. Modify embankment/s of Calero Dam to support a potential future expansion of reservoir storage;

3. Relocate the Guadalupe Dam intake structure out of the upstream berm;

4. Breach Fellow's Dike and address affected historic structures;

5. Incorporate other measures to address seismic and other deficiencies that are identified through the Project delivery process.

B. Planning Consultant's Services will support the District's objectives for the Project as follows:

1. Resolve the seismic deficiencies per the State of California, Department of Water Resources, Division of Safety of Dams (DSOD) standards. Attachment Four—Reference Materials provides a list of technical reference material applicable to this Project;

2. Meet the District's Dam safety and operation and maintenance requirements;

3. Meet the requirements identified in the District's Quality Management System procedures. Attachment Five—District Procedures & Work

Instructions provides a list of District procedures and work instructions to be performed by the Consultant;

4. Meet the requirements of all federal, state, and local laws and regulations required for Project delivery;

5. Meet requirements of the resource and regulatory agencies (permitting agencies) including DSOD;

6. Address all stakeholders' interests;

7. Provide a recommended alternative for each dam to resolve the seismic deficiencies per DSOD and all other applicable engineering standards; and

8. Develop sufficient information and analysis to enable District's Board of Directors to make Project decisions.

II. INTENT (REVISED)

A. Consultant is responsible for the preparation of the planning study and environmental documents, and for providing Project management services associated with the Consultant's services. Consultant will be responsible for reviewing design work for consistency with the planning assumptions/requirements, and supporting the District in securing resource agency permits.

B. Conflict of Interest—The District intends to retain construction management consultant services to support construction of the seismic retrofit of the Calero and Guadalupe Dams. The Consultant and its sub-consultants are precluded from being awarded a contract by the District for construction management or construction of these two Dam projects. However, subcontractors, vendors, and suppliers providing non-professional services, such as but not limited to lab testing, soil borings, or other technical services may propose and/or contract with prime consultants or the District for construction management services relating to the seismic retrofit of the Guadalupe Dam.

(NOTE: paragraphs A. and B. revised per Amendment No. 1)

III. PROJECT BACKGROUND (UNCHANGED)

This Project will remediate seismic deficiencies at Calero and Guadalupe Dams identified in the Seismic Stability Evaluation of Calero and Guadalupe Dams (SSE1B-B & SSE1B-C) Reports dated October 26, 2012 and May 22, 2012, respectively. The SSE1B findings conclude that the Calero and Guadalupe Dams have inadequate seismic stability, under the anticipated Maximum Credible Earthquake. There are currently reservoir operating restrictions on both as interim risk reduction measures, until

the seismic deficiencies are remediated. These restrictions have been approved by the Division of Safety of Dams (DSOD). DSOD also expects that the remedial construction work will be completed by June 2019. In order to meet the construction schedule, timely completion of this Project is essential.

A DSOD restriction on Calero Reservoir also exists due to deficiencies of Fellows Dike (which forms part of Calero Reservoir). A Planning Study Report for the Calero /Fellows Dike was prepared in March 2010 by District staff. The staff-recommended project was to breach the dike and allow waters of Calero Reservoir to inundate lands beyond the current area of inundation.

Calero Dam:

Description of Dam and Reservoir

The Calero Dam was constructed in 1936. Calero Reservoir has a capacity of 9,934 acre-feet. The reservoir stores watershed runoff, imported water, and water diverted from Almaden Reservoir through the Almaden-Calero canal. The reservoir stores water for replenishing the groundwater system and supply to the treatment plants. The County of Santa Clara Parks and Recreation Department also operates a recreation program on the reservoir.

The dam is a zoned earth fill dam with upstream and downstream embankment zones. The upstream embankment zone is constructed with less pervious material to limit seepage. No internal drainage or filter zones are incorporated in the dam.

Calero Reservoir normally operates at its maximum operating level each year during the winter and is drawn down during the period from late spring to early fall as the water is used. Water into the reservoir is regularly transferred from nearby Almaden Reservoir to Calero via the Almaden-Calero Canal, which has a capacity of about 100 cubic feet per second (cfs).

Spillway and Outlet Works

The spillway is a reinforced concrete channel located within the ridge about 900 feet from the right abutment of the dam. It has a weir length of about 82 feet and a capacity of 5,260 cfs.

The outlet works consist of a submerged intake structure with a hydraulically-operated slide gate, a 36-inch diameter, 481-foot long cast-in-place concrete outlet pipe with a steel liner under the dam, and a concrete outlet structure housing the control valves. The outlet is controlled downstream with a 30-inch butterfly valve operated from the outlet structure. The outlet pipe is connected to the Almaden Valley Pipeline downstream of the outlet structure at the Calero Valve Yard, about 700 feet downstream of the dam.

Partial List of Issues to be Considered

Seismic deformation analysis has determined that unacceptable horizontal and lateral displacements will occur in Calero Dam and remediation of the seismic deficiencies are necessary.

Seepage at the abutment or through the embankment of Calero Dam has occurred since the first filling of the reservoir in 1937. Following investigations concrete lined ditches and weirs were installed in 1967 to collect and measure the seepage. The District also implemented a grouting program in 1991 to attempt to reduce seepage through the right abutment. However the grouting did not generally reduce the seepage at the dam. Given the complex relationship between the embankment and foundation it is likely that the design of an improved seepage collection system will require a more detailed understanding of the seepage sources for effective capture.

Over the years the District has examined the feasibility of increasing the Calero Reservoir capacity by raising the dam. A 1966 study found it feasible to raise the dam by 30 feet. A subsequent study in 1982 updated the 1966 study findings.

The most recent PMF study was performed by DSOD in 1981 using HMR 36 and HMR 49. DSOD policy after the 1999 release of HMR 58/59 requires that new dams or major work be designed under HMR 59. HMR 59 has a tendency to increase Probable Maximum Precipitation (PMP) values in small watersheds. The Calero spillway may need modification if found to be inadequate.

Guadalupe Dam

Description of Dam and Reservoir

The Guadalupe Dam was constructed in 1936. The reservoir has a capacity of 3,460 acre-feet.

The Guadalupe Dam was designed as an earthfill dam with upstream and downstream embankment zones. The upstream and downstream slopes are approximately 2.5H: 1V. Subsequent investigations have shown the upstream and downstream embankment materials are similar in nature and engineering characteristics, thus the dam could essentially be treated as a homogeneous dam. No internal drainage or filter zones are incorporated in the dam.

The upstream embankment was buttressed in 1972 with a compacted clay berm designated as the upstream berm that starts at about El. 572.3 ft (NAVD88) and slopes down at about 5H: 1V into the reservoir. The new embankment berm was constructed on the upstream face to stabilize an incipient tension crack indicative of possible slope failure observed in the center of the embankment. A concrete parapet wall was also constructed along the crest of the dam, near the upstream face, to restore about 2.5 ft freeboard lost to normal embankment settlement. The wall is about 536 ft long.

Spillway and Outlet Works

The spillway is a reinforced concrete-lined side-weir channel cut into the left abutment and has a capacity of 9,000 cfs.

The outlet works consists of an intake structure, an outlet pipe and an outlet structure. The intake is 72-inch-diameter reinforced concrete box-type structure which was modified in 1972. The estimated deformations of the upstream embankment / berm have the potential to impact the intake and associated hydraulic lines that control the slide gate in the intake structure. Centered underneath the dam is the low-level outlet pipe which is a 36-inch-diameter, 720-foot long cast-in-place concrete pipe with steel liner. The outlet structure is located at the downstream toe and includes a 30-inch butterfly valve used to control flow to Guadalupe Creek. The outlet pipe discharges to a stilling basin before reaching the creek channel.

Partial List of Issues to be Considered

The draft 2008 hydrology study using HMR 59 indicated that the spillway will pass the PMF. During the PMF, reservoir will be up against the parapet wall. It will need to be determined if the wall is structurally capable of withstanding the PMF behind the parapet wall.

Seismic deformation analysis has determined that unacceptable horizontal and lateral displacements will occur in Guadalupe Dam and remediation of the seismic deficiencies are necessary.

Seismic deformation analysis undertaken has determined that a lateral displacement near the upstream toe of the embankment could be as high as 4 feet. The existing intake structure is not expected to survive the lateral displacement. The inlet structure will need to be moved outside the footprint of the deformed embankment.

Fellows Dike

Fellows Dike is located along the southeast shore of Calero Reservoir. It is approximately 1,900 feet long, with a height that ranges from zero feet at the south end to a maximum of approximately 12 feet at the north end.

Total storage of Calero Reservoir is 9,934 acre-feet. In January 1998, DSOD inspected Fellows Dike and determined that the dike is under their jurisdiction. The dike was found to be in poor condition and DSOD requested that no water be stored against it which resulted in a reduction of 2,000 acre feet or 20% of total storage capacity at Calero Reservoir. Subsequently, a geotechnical investigation conducted on Fellows Dike in 2001 found that the dike would need improvement to bring the facility up to DSOD standards before it could impound water. The dike foundation adjacent to Calero Creek contains several pockets of soils that may liquefy under heavy earthquake shaking.

A minimum operational level of 4,000 acre-feet of water in Calero Reservoir is required for emergency conditions. Therefore, the impact of the 2,000 acre-feet of water loss is that the active storage is reduced from approximately 6,000 acre-feet to 4,000 acre-feet.

A Planning Study Report for the Calero /Fellows Dike was prepared in March 2010 by District staff. The staff-recommended project was to breach the dike and allow waters of Calero Reservoir to inundate lands beyond the current area of inundation. The project components included demolishing existing facilities except the historic structures, relocating eight historic structures above the inundation elevation, treating contaminated soils to acceptable levels, breaching the mid-section of dike, and replanting lost vegetation from dike breach.

IV. PROJECT COMPONENTS AND ELEMENTS (UNCHANGED)

The Project involves improvements to three District facilities which are inter-related. This Project has two Components:

Component 1 refers to Calero Dam (including Fellows Dike), and,
Component 2 refers to Guadalupe Dam.

The improvements to these Components consist of:

A. Component 1: Improvements to stabilize the Calero Dam embankments for the Maximum Credible Earthquake, possibly modify or replace the outlet works, possibly modify the spillway to increase freeboard during a PMF event, and possibly modify embankments of the dam, if required, to support a larger capacity reservoir. Improvements also include the breach of Fellow's Dike and relocation of historical structures.

B. Component 2: Improvements to stabilize the Guadalupe Dam embankments for the Maximum Credible Earthquake, possibly modify or replace the outlet works, and possibly modify the spillway to increase freeboard during a PMF event.

All of the Project "Elements" for each Component have yet to be determined, pending District decisions based on investigation and analysis to be conducted by the Consultant under this Scope of Services. The Project Elements could include:

a. Embankment
b. Spillway
c. Intake structure
d. Outlet pipe
e. Outlet structure
f. Upstream concrete slope protection

For Calero Dam (including Fellows Dike) (Component 1) the Elements currently known to be likely included are:

a. Embankment

b. Intake structure (to meet District requirement of out-of water inspectible hydraulic lines and controls)

c. Outlet structure (as existing structure will most likely be buried by the downstream buttress)

For Guadalupe Dam (Component 2) the Elements currently known to be likely included are:

a Embankment (except if a decision is made to notch the spillway)

b Intake structure (to move it away from the footprint of the seismically deformed embankment).

c Outlet structure (as existing structure will most likely be buried by the downstream buttress)

V. PROJECT TASKS (REVISED)

The Planning Consultant will perform the services described in this Scope of Services. The Consultant will prepare a Planning Study Report (PSR) for each of the Components 1 and 2. The PSR for Fellow Dike has previously been prepared by the District. The recommendations of that PSR will be incorporated by the Consultant into the PSR for Component 1. The California Environmental Quality Act (CEQA) document/s for the entire Project (both Components) will be prepared by the Consultant. The Consultant will prepare two CEQA documents, one for Component 1 and one for Component 2. The Consultant will submit the CEQA deliverables for Component 1 and Component 2 as independent documents on a staggered basis to facilitate District review.

Services to be provided by the Consultant are described in the tasks below.

Consultant must receive written authorization from the District Project Manager prior to initiating work on any of the tasks and subtasks identified as "conditional."

TASK 1—PROJECT MANAGEMENT (REVISED)

Subtask 1.1 Prepare Planning Phase Work Plan

Subtask 1.2 Provide Monthly Project Status/Progress Reports

Subtask 1.3 Attend Monthly Progress Meetings/Coordination

Subtask 1.4 Plan and Attend Workshops/Coordination Meetings

TASK 2—PLANNING STUDY

Subtask 2.1 Prepare Problem Definition

Subtask 2.1.1 Perform Background Review and Data Collection

Subtask 2.1.2 Conduct Investigations and Analysis

Subtask 2.1.2.1 Prepare PMP and PMF Hydrologic Studies for Calero and Guadalupe Reservoirs:

Subtask 2.1.2.2 Perform Additional Geotechnical Foundation Investigation for Downstream Buttress.

Subtask 2.1.2.3 Analyze Seepage at Calero Dam

Subtask 2.1.2.4 Provide Assessment of Outlet Works at Calero Dam and at Guadalupe Dam for Emergency Drawdown

Subtask 2.1.2.5 Perform Condition Assessment of Calero Reservoir Outlet Works - Conditional:

Subtask 2.1.2.6 Perform Condition Assessment of Guadalupe Reservoir Outlet Pipe - Conditional

Subtask 2.1.2.7 Inspect and Evaluate Upstream Concrete Slope Panels at Guadalupe Dam.

Subtask 2.1.3 Prepare Problem Definition Report

Subtask 2.2 Prepare Planning Study Report

Subtask 2.2.1 Develop Alternative Evaluation Methodology

Subtask 2.2.2 Prepare Cost-Benefit Analysis (Guadalupe Dam Only)

Subtask 2.2.3 Prepare Feasible Alternatives Report

Subtask 2.2.4 Develop Staff-Recommended Alternative

Subtask 2.2.5 Prepare Planning Study Report

Subtask 2.2.6 Prepare Transition Reports

TASK 3—ENVIRONMENTAL DOCUMENTATION AND PERMIT SUPPORT(REVISED)

Subtask 3.1 Develop Initial Regulatory and CEQA strategy, and coordination with regulatory agencies

Subtask 3.2 Perform Environmental Investigations and Studies

Subtask 3.2.1 Gather and Organize Environmental Information Relevant to the Project

Subtask 3.2.2. Prepare Base Map

Subtask 3.2.3 Summarize Environmental Conditions Based on Existing Data

Subtask 3.2.4 Prepare Field Investigation Plan

Subtask 3.2.5 Conduct Field Investigations

Subtask 3.3 Prepare Project Description and Initial Study Checklist (IS)

Subtask 3.3.1 Prepare Project Description

Subtask 3.3.2 Prepare Initial Study Checklist (IS)

Subtask 3.4 Prepare Draft Environmental Impact Report

Subtask 3.4.1 Prepare Notice of Preparation

Subtask 3.4.2 Conduct Environmental Scoping

Subtask 3.4.3 Prepare Administrative Draft EIR (ADEIR)

Subtask 3.4.4 Prepare Draft EIR

Subtask 3.5 CEQA Public Noticing and Participation Requirements

Subtask 3.5.1 Prepare Information for District Website and Filing Draft EIR with the State Clearinghouse

Subtask 3.5.2 Prepare Notice of Completion for Filing with State Clearinghouse

Subtask 3.5.3 Prepare for and Attend Public Hearing

Subtask 3.5.4 Respond to Public Comments

Subtask 3.6 Prepare Final Environmental Impact Report

Subtask 3.6.1 Prepare Final EIR

Subtask 3.6.2 Prepare Findings and Statement of Overriding Considerations

Subtask 3.6.3 Prepare Notice of Determination (NOD)

Subtask 3.6.4 Assist with Public Hearing and Certification of EIR

Subtask 3.7 Prepare Regulatory Permitting

Subtask 3.7.1 Assist with Initial Regulatory Agency Consultation

Subtask 3.7.2 Prepare Draft Permit Applications

Subtask 3.7.3 Prepare NMFS Biological Assessment

Subtask 3.7.4 Prepare Habitat Mitigation and Monitoring Plan

Subtask 3.7.5 Prepare Final Permit Applications

Subtask 3.7.6 Provide Support during Permit Negotiation

Subtask 3.7.7 Prepare Reservoir Dewatering Plans, Fish Rescue And Relocation Plans And Flow Maintenance Plans

TASK 4—DEVELOP ON-SITE BORROW AND SPOIL REQUIREMENTS

Subtask 4.1 Conduct a Borrow and Spoil Siting and Suitability Study

Subtask 4.2 Identify Preferred Borrow and Spoil Sites

TASK 5—DESIGN SUPPORT (REVISED)

Subtask 5.1 Review of 30% Design Deliverables

Subtask 5.2 Review of 60% Design Deliverables

Subtask 5.3 Review of 90% Design Deliverables

TASK 6—SUPPLEMENTAL SERVICES

A detailed description of each task is given below along with the main assumptions and deliverables.

TASK 1—PROJECT MANAGEMENT (REVISED)

The objective is to develop and integrate planning phase scope, schedule, cost, quality, risk, staffing, communication, and resources in a manner to fulfill the terms of the Agreement. The scope and deliverables will include the items described below.

Subtask 1.1—Prepare Planning Phase Work Plan

1. The Consultant will develop the work plan in accordance with District's Quality Environmental Management System (QEMS) document #W75102. The work plan will consist of a stand-alone document that provides discussions of Project Objectives identified above and detailed descriptions of the specific work to be performed. The work plan will detail the Consultant's approach to undertaking the two Components: Calero Dam (including Fellows Dike) (Component 1), and Guadalupe Dam (Component 2), Scope of Services, while integrating specific

subtasks of the work for efficiency, where feasible. At a minimum, the Planning Phase Work Plan will include: the Consultant team organization; team member roles and responsibilities; stakeholder, management, document control, and team communication, coordination and protocols; technical and managerial work activities, quality assurance and quality control plan; key deliverables; task level resource and cost-loaded schedule; Project controls and reporting.

2. Consultant will provide a quality assurance and control (QA/QC) plan as a section of the Planning Phase Work Plan describing the Consultant's procedures to document that Consultant's services and deliverables meet District requirements and accepted practices and standards of Consultant's and its subconsultants professions. The QA/QC plan must contain details and methodology for reviewing Consultant deliverables including calculations, Technical Memorandums (TMs), cost estimates, plans and specifications, and inter-disciplinary and constructability reviews prior to submittal of such deliverables to District. Consultant must provide, upon District request, records to demonstrate that QA/QC reviews were performed on Consultant's and subconsultants' deliverables.

3. Consultant will prepare an overall Microsoft® Project Schedule for the Project services to lay out the tasks and milestones for the planning and environmental evaluations. Consultant will monitor compliance with the schedule, update it monthly as necessary, and distribute it for review at monthly progress meetings. The schedule will include all preparation, permitting, environmental compliance, geotechnical field investigations, survey, laboratory testing, engineering analyses, and report preparation, and time for the District to review deliverables necessary to meet the Project Objectives. The schedule will recognize and incorporate key milestones of the Project that are critical for the timely completion of the Project.

4. Consultant will update the Work Plan, QA/QC Plan and Project Schedule to reflect the extended schedule.

Subtask 1.1—Assumption

None.

Subtask 1.1—Deliverables

1. Draft and Final Planning Phase Work Plan.
2. Draft and Final Updated Planning Phase Work Plan.

Subtask 1.2—Provide Monthly Project Status/Progress Reports

1. The Consultant will provide monthly Project status/progress reports to the District. The status reports will provide a brief summary of the work performed and the remaining work for each task. The Project status/progress report will

include milestones and deliverables completed to date, an updated schedule, estimate of work required to complete the Project, and any anticipated changes to the Agreement that may be necessary to complete this Scope of Services. Any fees or time constraints, and corrective actions if appropriate, will be documented in the monthly Project status/progress reports.

2. The monthly Project status/progress report will include:

   a. An assessment of actual versus planned progress in completing the Scope of Services, including a description of the tasks, and deliverables completed to-date;

   b. For each task, the percentage of services performed versus the percentage of fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;

   c. For each task, the percentage of the fees incurred for such task compared to dollar amount allocated to such task;

   d. A statement that all tasks will be completed within the agreed upon not-to-exceed total amount of this Agreement described in Appendix Two, Fees and Payments;

   e. A statement that progress in the performance of this Scope of Services required by this Agreement is on schedule within the time line set forth in Appendix Three, Schedule of Completion; or, if completion of the services is not on schedule, 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 timeline for implementation of such measures;

   f. A look-ahead schedule listing deliverables and activities planned for the next 2 months;

   g. A summary of proposed changes to the Scope of Services, if required, including justifications for such changes;

   h. A Small Business Enterprise (SBE) participation report to document the level of SBE participation throughout the Project;

   i. Action Item and Decision Log: This log will document action items and Project concerns and issues throughout the term of the Agreement which require resolution by District and/or Consultant; and

   j. Draft billing statements, transmitted with the monthly Project status/progress reports, will be organized such that the billing categories

correspond with the Scope of Services tasks. Draft billing statements will include a summary of labor expenditures, direct costs, and billed sub-consultant charges. Draft billing statements will be prepared in accordance with the requirements stated in the Standard Consultant Agreement, Section IV Fees and Payment, as well as Appendix Two, Fees and Payments. An Adobe PDF version will be provided by Consultant for preliminary review by District.

Subtask 1.2—Assumptions

1. Monthly Project status/progress reports will be provided during the Agreement term as directed by District.

2. District will provide a billing and reporting template at kick-off meeting.

Subtask 1.2—Deliverables

1. Monthly Project status/progress reports (Electronic MSWord and MS Excel).

2. Draft monthly billing statement.

Subtask 1.3—Attend Monthly Progress Meetings/Coordination

1. The Consultant will attend monthly progress meetings at the District offices (in San Jose, CA), as well at the DSOD offices (in Sacramento, CA) as necessary and directed by the District. At least one week prior to the meetings the Consultant will prepare and forward the meeting agenda to the District. Following each progress meeting, the Consultant will prepare and submit a draft electronic copy of the meeting summary notes to the District's Project Manager for review and comment. Consultant will incorporate review comments and will submit final meeting minutes notes to the District. The monthly meetings will inform the District and Project members of progress to date, key issues and critical activities.

2. Telephone conference calls (at least once every week) will occur between the District's Project Manager and Consultant Project Manager to coordinate specific activities occurring and to discuss Project issues and needs.

3. In addition to Consultant's monthly progress meetings, Consultant will provide Project management services that include coordination of its subconsultants, managing its subconsultant invoicing and payment, and managing the requirements for SBE participation and contracting.

4. Consultant will establish a password-protected website (SharePoint) where available information will be compiled for access by the District and Consultant team members.

5. All Project-related correspondence with DSOD will be through the District.

Subtask 1.3—Assumptions

1. 36 Monthly Progress meetings will occur over the term of the original Agreement.

2. Each of the telephone conference calls will last no more than one hour.

3. Thirty-six (36) additional Monthly Progress meetings will occur from December 2016 to December 2019.

Subtask 1.3—Deliverables

1. Draft and Final meeting agendas and meeting notes.
2. SharePoint site for shared access to compiled Project information.

Subtask 1.4—Plan and Attend Workshops/Coordination Meetings

1. The Consultant will plan and attend "issue specific" workshops and coordination meetings as detailed in this Scope of Services. These meetings and workshops will be held at key decision points, and when consensus or stakeholder outreach is required, as determined by the District. The Consultant will also prepare, organize, and attend a kick-off meeting with District to review the Project scope of services schedule, design requirements etc.

2. At least one week prior to the meeting/workshops, the Consultant will prepare and forward the meeting/workshop agenda to the District. Workshops will include topical presentations by the Consultant and District (as needed), discussion, documentation, and action items.

Subtask 1.4—Assumptions

1. The Consultant will conduct 14 workshops/review meetings on Calero Dam (including Fellows Dike) (Component 1) and,Guadalupe Dam (Component 2) for the following topics:

    a. Project kick-off meeting (combined meeting for Component 1 and Component 2).

    b. PMP / PMF workshop (combined meeting for Component 1 and Component 2).

    c. Project Requirements and RiskManagement workshop (combined meeting for Component 1 and Component 2).

    d. Development of alternatives criteria (combined meeting for Component 1 and Component 2).

e. Borrow and spoil siting (combined meeting for Component 1 and Component 2).

f. Evaluation and ranking of Alternatives (separate meetings for Component 1 and Component 2).

g. Feasible Alternatives workshop (separate meetings for Component 1 and Component 2).

h. Planning Study Report review meeting (separate meetings for Component 1 and Component 2).

i. Environmental (CEQA) kick-off (combined meeting for Component 1 and Component 2).

j. Environmental permitting (separate meetings for Component 1 and Component 2).

2. The meetings/workshops will appropriately consider Fellows Dike.

Subtask 1.4—Deliverables

1. Meetings / Workshops.
2. Draft and Final Meeting materials (agenda and handouts).
3. Draft and Final Meeting minutes.

TASK 2—PLANNING STUDY (UNCHANGED)

1. The Consultant will prepare two Planning Study Reports (PSRs), one for Calero Dam and Fellows Dike (Component 1) and one for Guadalupe Dam (Component 2). These separate PSRs will be used as the basis for separate CEQA documents.

2. The Consultant will develop and evaluate alternatives which meet the Project Objectives and will identify a recommended Project for the design phase for both Calero Dam (including Fellows Dike) and Guadalupe Dam, which maximizes the benefit to life-cycle cost ratio for the District. Project requirements and objectives will be established by the District and reviewed by the Consultant. The Planning Study Scope of Services and deliverables will be performed and prepared in accordance with the District's QEMS procedures included in Appendix One, Attachment Seven. The Planning Phase investigations and analysis shall be consistent with the District's Water Supply and Infrastructure Master Plan (WSIMP) incorporated herein by this reference.

Subtask 2.1—Prepare Problem Definition

Under subtask 2.1 Consultant will prepare draft and final Problem Definition Reports (PDRs). The PDRs will incorporate all activities required to define the Project problem, background research and data collection, field investigations, understanding of the subject facilities and related faculties, and confirmation of objectives, constraints, and opportunities. The PDRs will also include a section on technical and Project risks. The Consultant will perform the following subtasks in close coordination with the District staff to develop PDRs that will provide a sound basis for the subsequent PSRs.

Subtask 2.1.1 —Perform Background Review and Data Collection

Subtask 2.1.1—Consists of Activities A. through E. as described below:

A. Assemble Available Information. The Consultant will assemble available information provided by the District as well as collecting information/data that may be available from other sources, as identified by the District, to confirm and document the problem, constraints, and options. The Consultant will also consult with District staff to confirm the customer/partner/stakeholder list, Project challenges, Project Requirements, objectives, and operational and environmental constraints. The Consultant will be responsible for obtaining all Project requirements and constraints from the District, DSOD, resource agencies and other stakeholders. The Consultant will work through the District to conduct stakeholder interviews to confirm Project interests, determine and rank selection criteria.

B. Review Existing Data. The Consultant will review existing analyses, reports, memoranda, and, correspondence relative to the Project. The review will include documents relevant to the potential Dam modification, outlet modification, and, spillway modification. The Consultant will review and confirm Project specific and District-wide objectives with the District, DSOD, and other resource agencies and stakeholders.

C. Collect Right-of-Way Information. Consultant will collect property boundaries and delineation/tract register information.

D. Collect Utility and Encroachment Information. Consultant will collect utility and encroachment information within the maximum probable Project footprint.

E. Field Reconnaissance. Consultant will perform field reconnaissance of the Project site and potential borrow areas to support feasibility level design activities.

Subtask 2.1.1—Assumptions

1. District will provide electronic copies (if available) of information for use by the Consultant.

2. The District will provide boundary information in a hard copy format and electronic files (GIS and/or AutoCAD) for incorporation into Consultants maps.

3. Activity C. includes one meeting with the District's Real Estate Services Unit to discuss strategies and schedules for reconnaissance/field study access onto adjacent properties, and District procedures for field clearances to incorporate in Consultant's field work plans. Meeting will also include discussion of temporary construction or permanent easements that may be needed for conceptual alternatives to be considered in the planning phase.

4. Activity D. assumes review of existing utility and encroachment information is limited to expected on-site use areas of District reservoirs. If utility and encroachment studies are required for off-site areas, these services would be developed under Task 6, Supplemental Services.

5. Field reconnaissance under Activity E. will be conducted by Consultant in the company of District staff who are familiar with the dams and can arrange access, and includes visual inspections and photographs of the following key facilities/areas:

   a. Spillway areas of both dams, to evaluate potential modifications to the spillway and prepare for the PMP and PMF studies, as described in Subtask 2.1.2 1.

   b. The right abutment and other areas of Calero Dam to observe the extents of historic seepage and to assist in the scoping any additional geologic reconnaissances or subsurface exploration programs that would be necessary for the seepage evaluation described in Subtask 2.1.2.3.

   c. Outlet works of both dams to observe downstream areas such as the stilling box and downstream outlet structures, and visible portions of the upstream control facilities above the reservoir waterline. The Corrosion and ROV sub-consultants will also be on-site during this reconnaissance to observe the upstream outlet condition, and plan for underwater video inspections and of the intake towers and outlet pipes and hydraulic lines, as described in Subtasks 2.1.2.5 and 2.1.2 6.

   d. Upstream concrete slope panels at Guadalupe Reservoir to photograph and observe visible portions of the concrete above the reservoir waterline.

6. Except for deliverables noted below, information, observations and conclusions from Subtask 2.1.1 will be incorporated into the PDRs pursuant to Subtask 2.1.3.

Subtask 2.1.1—Deliverables

1. Memoranda listing documents reviewed (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

2. Memoranda confirming Project Objectives and Project Requirements (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 2.1.2—Conduct Investigations and Analysis

Consultant will perform the following:

Subtask 2.1.2.1—Perform PMP and PMF Hydrologic Studies for Calero and Guadalupe Reservoirs

The Consultant will perform a modified HMR Report No. 58/59 study for Calero and Guadalupe Reservoirs following DSOD Interim Hydrology Policy. Based on the PMP results, a PMF analysis will be prepared to calibrate and verify the PMF runoff models and propose spillway modifications necessary to pass the PMF. The Consultant will support the District in its negotiations with DSOD regarding spillway modifications designed to pass 1) the HMR 36 PMF or 2) the modified HMR 58/59 PMF. The result of the PMP/PMF studies will be selection of the design basis flood for subsequent planning and future design.

Subtask 2.1.2.1—Assumption

None.

Subtask 2.1.2.1—Deliverable

1. PMF Report (one each for Calero and Guadalupe Reservoirs) including spillway modification details.

Subtask 2.1.2.2—Perform Additional Geotechnical Foundation Investigation for Downstream Buttress.

The Consultant will drill and sample up to 6 exploratory borings downstream of the existing Calero and Guadalupe Dam embankments (3 at each dam) to identify the thickness and stratigraphy of existing alluvium and the depth of and lateral extent of work necessary for conceptual design of a stability buttress. The Consultant shall be responsible for obtaining all permits, permissions, approvals and preparing all CEQA documentation required for investigations to be performed. The geotechnical data obtained under this subtask will be appended to the Transition to Design Report prepared under Subtask 2.2.6.

Subtask 2.1.2.2—Assumptions

Consultant will design the geotechnical studies with the goal of avoiding impacts through the proper timing and placement of study locations. Consultant will attempt to design the studies to avoid impacts to wetlands, sensitive species habitat, and cultural resources sites and include avoidance and minimization measures such as pre-study surveys to avoid impacts. If impacts can be avoided, it is assumed that the work can be conducted

under a CEQA Section 15306 (Class 6) Categorical Exemption for information collection and Consultant will prepare Categorical Exemption documentation under District guidance for their preferred format. If impacts cannot be reasonably avoided then Consultant will prepare a brief Initial Study and Negative Declaration or Mitigated Negative Declaration to satisfy CEQA requirements under Task 6, Supplemental Services.

Subtask 2.1.2.2—Deliverables

1. Geotechnical Exploration Memorandum (one each for Calero and Guadalupe Dam) summarizing the results of the additional exploration at the dams.

2. Geotechnical data Appendix to the Transition to Design Report (one each for Calero and Guadalupe Dam).

3. CEQA documentation for approvals and permits required for site investigations.

Subtask 2.1.2.3—Analyze Seepage at Calero Dam

1. The Consultant shall review existing information and assess the areas of historic seepage at the embankment of Calero Dam. Seepage conditions at Calero Dam are generally due to the combined effects of challenges faced during dam construction and complex geologic conditions in the dam foundation. Seepage appears to daylight in three distinct areas termed by the District as the "right abutment," the "embankment," and the "left toe" areas. The Consultant will address the District's requirement to improve the overall seepage monitoring and collection system.

2. The Consultant shall submit a Technical Memorandum to the District on the problem with recommendations for any geotechnical investigation as needed. After such geotechnical investigation, the Consultant shall submit a Report to the District outlining options for an improved seepage collection and monitoring system as well as recommendations. The recommendations, if approved, shall eventually be incorporated in the Staff-Recommended Alternative.

Subtask 2.1.2.3—Assumptions

Consultant will design the geotechnical studies, if needed, with the goal of avoiding impacts through the proper timing and placement of study locations. Consultant will attempt to design the studies to avoid impacts to wetlands, sensitive species habitat, and cultural resources sites and include avoidance and minimization measures such as pre-study surveys to avoid impacts. If impacts can be avoided, it is assumed that the work can be conducted under a CEQA Section 15306 (Class 6) Categorical Exemption for information collection and Consultant will prepare Categorical Exemption documentation under District guidance for their preferred format. If impacts cannot be reasonably avoided then Consultant will prepare a brief Initial Study and Negative Declaration or

Mitigated Negative Declaration to satisfy CEQA requirements as a Supplemental Services task.

Subtask 2.1.2.3—Deliverables

1. Technical Memorandum on historic seepage at Calero Dam.

2. Report on Improved Seepage Collection and Monitoring System at Calero Dam.

3. CEQA documentation for approvals and permits required for site investigations.

Subtask 2.1.2.4—Provide Assessment of Outlet Works at Calero Dam and Guadalupe Dam for Emergency Drawdown

Based on information collected and existing data reviewed in Subtask 2.1.1 the Consultant shall analyze the hydraulic capacity of the outlet works at both Calero Dam and Guadalupe Dam and their ability to meet DSOD emergency drawdown requirements as well as other District operational requirements. The Consultant will present the information with analysis and recommendations in Technical Memoranda, one for Calero Dam and one for Guadalupe Dam.

Subtask 2.1.2.4—Assumption

None.

Subtask 2.1.2.4—Deliverable

1. Draft and Final Technical Memoranda on Assessment of Outlet Works for Emergency Drawdown (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 2.1.2.5—Perform Condition Assessment of Calero Reservoir Outlet Works - Conditional

The outlet works include the intake structure with hydraulically operated slide gates in the reservoir, a 36-inch diameter 481-foot long concrete jacketed steel outlet pipe under the main dam and a concrete outlet containing a stilling box and a weir.

1. If the existing outlet has adequate hydraulic capacity to meet emergency drawdown and expected operational requirements (based on the review of existing information from Subtask 2.1.1, the ability of the existing outlet facilities to meet DSOD emergency drawdown requirements and District operating requirements) the Consultant shall inspect and perform a condition assessment of the Calero Reservoir outlet works

2. The Consultant shall inspect and evaluate replacement of the hydraulic system lines and related appurtenances at Calero Reservoir. The replacement options

evaluated would keep the hydraulic lines away from contact with water. Some of these options may mean modifying the inlet structure to locate all valves and hydraulic lines from the reservoir so that their maintenance can occur without lowering the reservoir.

3. The Consultant will conduct a condition assessment using under water video for accessible submerged areas as well as Remote Operated Vehicles (ROV) for inspection of the outlet pipe. Prior to underwater or conduit inspections, Consultant and marine subcontractor will prepare a detailed work plan for the condition assessment in concert with District operations and maintenance staff; such plan will consider stream-flow maintenance requirements identified in the Dam Maintenance EIR, District operational and access procedures, and health and safety requirements.

Subtask 2.1.2.5—Assumptions

1. A 1-day dive inspection of the intake structure at Calero Dam to visually observe conditions and obtain video documentation and inspector observations of conditions at the intake structure. The dive inspection will be performed by a diver with experience doing underwater condition assessments of structural concrete and steel, and mechanical equipment.

2. A 1- to 2-day ROV inspection of the outlet conduit at Calero Dam using either: (1) in-the-dry inspection with the upstream gate closed and the downstream valve open, and using a track-mounted ROV inserted from the downstream end; or (2) in-the-wet inspection with the upstream gate open and the downstream valve closed, and using a neutral-buoyancy ROV inserted from the upstream end that can be "flown" down the pipe. The ROV will obtain video images and a real time narrative of observations by the inspector that are approximately registered along the length of the pipe by tether length. Depending on the size and capabilities of equipment that can access the pipe through the gates/valves, for the in-the-dry option, it may also be possible to gather supplemental quantitative data such as UT tests and or laser/sonar profile information to gather dimensional information about the pipe, sediment and any potential obstructions.

3. During dive and ROV inspections, District will provide pump-over of reservoir water during shutdown of the outlet works as needed to maintain minimum stream flows called for in the Dam Maintenance EIR.

4. District staff will open valves and remove pipe flanges/manways as necessary to insert and retrieve the ROV, and provide operation and lockout/tagout of gates valves as needed during the inspections.

5. Hydraulic system inspections include: (1) inspection of the underwater hydraulic line/gate connections during dive inspections , (2) visual inspection of the upper connections at the control house and exposed conduits above the reservoir water

levels, and (3) interview of operations staff to obtain anecdotal information about O&M procedures and past leakage issues and repairs.

Subtask 2.1.2.5—Deliverable

1. Section in Problem Definition Report detailing the assessment and evaluation.

Subtask 2.1.2.6—Perform Condition Assessment of Guadalupe Reservoir Outlet Pipe - Conditional

The outlet works consists of a 72-inch-diameter reinforced concrete intake tower housing a 48-inch-diameter corrugated steel riser, a low-level outlet pipe which is a 36-inch-diameter 720-foot long welded steel outlet pipe encased in concrete, and an outlet structure located at the downstream toe that includes a 30-inch butterfly valve used to control flow to Guadalupe Creek.

1. If the existing outlet has adequate hydraulic capacity to meet emergency drawdown and expected operational requirements (based on the review of existing information from Subtask 2.1.1, the ability of the existing outlet facilities to meet DSOD emergency drawdown requirements and District operating requirements) the Consultant shall inspect and perform a condition assessment of the Guadalupe Reservoir outlet pipe.

2. Replacement of the intake structure and hydraulic lines is required due to the requirement to move the inlet structure away from the seismically deformed embankment footprint. The outlet structure will also need to be replaced as it will most likely be buried by the downstream buttress. Therefore only the outlet pipe will be inspected by Consultant.

3. Consultant will conduct the condition assessment using under water video for accessible submerged areas as well as ROV for inspection of the outlet pipe. Prior to underwater or conduit inspections, Consultant will prepare a detailed workplan for the condition assessment in concert with District operations and maintenance staff; such plan will consider stream-flow maintenance requirements identified in the Dam Maintenance EIR; District operational and access procedures; and health and safety requirements.

Subtask 2.1.2.6—Assumptions

1. A 1-day dive inspection of the intake structure at Guadalupe Dam to visually observe conditions and obtain video documentation and inspector observations of conditions at the intake structure, and possibly for positioning the ROV at the base of the inlet structure will be performed by Consultant. The dive inspection will be performed by a diver with experience doing underwater condition assessments of structural concrete and steel, and mechanical equipment.

2. A 1- to 2-day ROV inspection of the outlet conduit at Guadalupe Dam using either: (1) in-the-dry inspection with the upstream gate closed and the downstream valve open, and using a track-mounted ROV inserted from the downstream end; or (2) in-the-wet inspection with the upstream gate open and the downstream valve closed, and using a neutral-buoyancy ROV inserted from the upstream end that can be "flown" down the pipe will be performed by Consultant. The ROV will obtain video images and a real time narrative of observations by the inspector that are approximately registered along the length of the pipe by tether length. Depending on the size and capabilities of equipment that can access the pipe through the gates/valves, for the in-the-dry option, it may also be possible to gather supplemental quantitative date such as UT tests and or laser/sonar profile information to gather dimensional information about the pipe, sediment and any potential obstructions.

3. During dive and ROV inspections, District will provide pump-over of reservoir water during shutdown of the outlet works as needed to maintain minimum stream flows called for in the Dam Maintenance EIR. The District will also lower Guadalupe reservoir to provide a maximum water depth of 80-feet over the bottom of the intake structure. Also, District staff will open valves and remove pipe flanges/manways as necessary to insert and retrieve the ROV, and provide operation and lockout/tagout of gates valves as needed during the inspections.

Subtask 2.1.2.6—Deliverable

1. Section in Problem Definition Report detailing the assessment and evaluation.

Subtask 2.1.2.7—Inspect and Evaluate Upstream Concrete Slope Panels at Guadalupe Dam.

The Consultant will inspect and evaluate the condition of upstream concrete slope protection panels at Guadalupe Reservoir.

Subtask 2.1.2.7—Assumption

1. Consultant's inspection of concrete panels will include visual inspection of panels exposed above the water line. No below-water inspection and no destructive testing will be performed.

Subtask 2.1.2.7—Deliverable

1. Section in Problem Definition Report detailing the assessment and evaluation.

Subtask 2.1.3—Prepare Problem Definition Report

A. Based on information reviewed and collected in Subtask 2.1, the Consultant will prepare a Problem Definition Report for each dam consistent with District QEMS guidelines. The Problem Definition Report will fully establish existing conditions,

define the problems and causes, identify constraints and options, and Project Requirements. The Consultant will prepare a draft report, provide response to comments, and submit a final report.

B. The Consultant will assist the District in confirming stakeholder list; provide input on the strategic outreach to stakeholders plan (prepared by the District), and assist District in developing presentation materials and stakeholder meeting preparation.

C. The Consultant will organize and conduct a Project Requirements Workshop with all stakeholders. The workshop will be combined with the Risk Management Workshop described in 2.1.3.D. The workshop scope and not-to-exceed fees are included in Subtask 1.4.

D. The Consultant will prepare and submit a Project-Risk Management Plan for District's consideration and approval. The plan will identify the risks and recommend strategies for overcoming the risks. This subtask includes conducting a Risk Management Workshop during the Planning Phase to serve as the basis for a Risk Management Plan. The workshop scope and not-to-exceed fees are included in Subtask 1.4.

Subtask 2.1.3—Deliverables

1. Draft and Final Problem Definition Reports (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

2. Meeting materials (including stakeholder lists) and attendance at stakeholder outreach meeting run by District (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

3. Project Requirements Workshop and Risk Management Workshop.

4. Draft and Final Project-Risk Management Plan.

Subtask 2.2—Prepare Planning Study Report

The following subtask sections describe the Consultant's scope to complete the Planning Study Report.

Subtask 2.2.1—Develop Alternative Evaluation Methodology

Consultant will develop a model for use in screening and evaluation of conceptual and feasible alternatives. This task will rely on determination and confirmation of Project Objectives and Project Requirements and stakeholder interests and criteria determined under Subtask 2.1. Based on information received during stakeholder interviews, a model will be prepared and submitted by Consultant to the District for presentation and review. Following review of model algorithms, hierarchy, criteria, and measurement

metrics, the model will be revised by Consultant based on comments received. The final model will be submitted by Consultant to the District.

Subtask 2.2.1—Assumptions

1. Screening model will be an Excel-based spreadsheet that incorporates approximately 10 to 20 specific criteria that will serve as qualitative or quantitative metrics for evaluation of various alternatives. The model will allow independent weighting of criteria to reflect District and stakeholder priorities, as well as sensitivity testing of results based on different weighting factors. Model will allow comparison of alternatives using a total numerical score as well as a visual representation in a bar chart.

2. Subtask includes a combined 1/2-day workshop with District staff to review the draft model and proposed criteria and metrics, and agree on preliminary weighting factors for initial use in alternative comparison. The workshop scope and not-to-exceed fee is included in Subtask 1.4.

Subtask 2.2.1—Deliverable

1. Draft and Final Alternatives Evaluation Models (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 2.2.2—Prepare Cost-Benefit Analysis (Guadalupe Dam Only)

The Guadalupe Dam retains one of the smaller capacity (3,460 acre-feet) reservoirs owned and operated by the District. The District seeks to determine if the anticipated expenditure of a seismic retrofit would be worth the realized benefits. The Consultant will, therefore, consider a range of alternatives for Guadalupe Dam to remediate the seismic deficiencies of the embankment. These will include a full retrofit, or a complete or partial dam removal. The Consultant will perform a cost benefit analysis (CBA) for the identified dam modification alternatives. The CBA will be a systematic process for calculating and comparing the benefits and costs of the various alternatives. The CBA analysis will be used to inform the conceptual alternatives process.

Subtask 2.2.2—Assumptions

1. Cost-benefit analysis will be prepared after conceptual alternatives have been identified under Subtask 2.2.3, Activity A.

2. The cost of various alternatives will be estimated by Consultant as part of conceptual evaluations performed under Subtask 2.2.3.

3. Consultant will work collaboratively with District to identify cost/benefit categories, and assign cost/benefit values for operational (e.g., water supply, O&M), intangible (e.g., flood protection, recreation, habitat, water quality) or/and other non-infrastructure items. Where possible, values will be estimated by applying

established methodologies that rely on standard indices of costs of goods and services; where this is not possible, techniques used by federal agencies such as the U.S. Army Corps of Engineers and the Bureau of Reclamation will be applied to impute values through use of procedures such as shadow pricing. Federal guidelines for economic evaluation will also be used in determining parameters such as time horizons and discount rates to be applied in the CBA.

Subtask 2.2.2—Deliverable

1. Draft and Final Technical Memorandum on Cost-Benefit Analysis (Guadalupe Dam).

Subtask 2.2.3—Prepare Feasible Alternatives Report

Subtask 2.2.3 consists of Activities A. through F. as described below:

A. Development of Conceptual Alternatives. The Consultant will develop conceptual-level designs for each conceptual alternatives along with a description of features and function. Level of development will be sufficient to allow initial screening for fatal flaws and initial comparison based on cost, implementability, operational and environmental considerations. The conceptual designs will identify general location, configuration, and size/operational features of major components, and identify significant uncertainties or technical feasibility issues that may exist in the alternative at this stage of design development. The configuration and key features will be illustrated by conceptual drawings or figures, with key Project data/quantities summarized in a concise, standardized table or narrative.

B. Screening Evaluation of Conceptual Alternatives. The Consultant will evaluate the conceptual alternatives based on the initial screening criteria identified as part of the model development process (Subtask 2.2.1). The screening process for conceptual alternatives, however, will be less rigorous than the process that will be followed by Consultant for identification of the staff-recommended alternative. Consultant will assess the conceptual alternatives based on their ability to satisfy overall objectives and meet Project criteria. A weighted-criteria approach will be utilized by Consultant to screen the conceptual alternatives with close coordination and input from District. At the end of the screening process a number of feasible alternatives will be identified for further evaluation.

C. Summary of Conceptual Alternatives. Following development and screening of the conceptual alternatives, the Consultant will prepare draft and final conceptual alternatives section of the Feasible Alternatives Report that includes screening rationale and initial identification of the array of feasible alternatives.

D. Refinement of Feasible Alternatives. The Consultant will further refine the feasible alternatives identified under Activity B to allow for additional evaluation and identification of a staff-recommended alternative. Consultant will provide

level of detail (designs 10% stage of Project definition) for the feasible alternatives sufficient enough to provide comparative analyses and support environmental compliance documents. Consultant's engineering analyses will be carried out to the extent that enables each feasible alternative to meet design and performance criteria. The criteria identified by Consultant during model development will clearly identify data requirements for alternative analyses, the level of detail for feasibility design, and prevent unnecessary efforts. The design is intended to allow designation of a preliminary footprint and construction requirements appropriate for consideration under CEQA, and provide a more refined estimate of Project costs and other features for use in final comparison of alternatives. The configuration and key features will be illustrated by drawings or figures, with key Project data/quantities summarized in a concise, standardized table or narrative.

E. Comparison of Feasible Alternatives. The Consultant will update the previously developed decision model from Activity B. with new metric information from the feasibility designs and review the model results and conduct sensitivity testing in a workshop with the District. Following completion of initial decision model analyses, Consultant will prepare a table (Feasible Alternatives Matrix) that summarizes the key features of each feasible alternative along with the relative score of each alternative along with the sub-score of each individual criterion.

F. Feasible Alternatives Report. The Consultant will summarize the forgoing analysis and comparison of alternatives in a Feasible Alternatives Report that includes a discussion of the various alternatives and the methodology and assessment criteria used to compare the alternatives and presents the Feasible Alternatives Matrix. The Consultant will participate in a workshop with District staff and DSOD to review the draft Feasible Alternatives Report.

Subtask 2.2.3—Assumptions

1. Activity A. includes development of up to 15 conceptual alternatives each for Calero and Guadalupe Reservoirs, with the alternatives based on the previously identified seismic remediation concepts for the dam embankments (5 at Calero and 4 at Guadalupe) combined with up to 2 or 3 outlet rehabilitation / replacement concepts, and 1 or 2 spillway modification concepts at each reservoir that may be possible depending on the embankment concept and the level of reservoir drawdown allowed for construction. Construction cost opinions developed under Activity A. are considered commensurate with an Association for the Advancement of Cost Engineering (AACE) International Class 5 estimate.

2. Activity D. includes development of up to 5 feasible alternatives each for Calero and Guadalupe Dams. Construction cost opinions developed under Activity D are considered commensurate with an AACE International Class 4 estimate.

3. Activity E. includes two 1/2-day workshops with District staff (one for Calero and one for Guadalupe). The first part of each workshop will present/discuss the feasible designs for each alternative. The second part will review the preliminary decision model results for the feasible alternatives, and identify the need for any re-weighting of criteria, either for sensitivity testing, or for inclusion in the final model. Based on the modeling and sensitivity testing, it is expected that the Staff Recommended Alternative to be carried forward will be identified. The workshops scopes and not-to-exceed fees are included in Subtask 1.4.

4. Activity F. includes two workshops meetings with the District and DSOD together (one for Calero and one for Guadalupe) to review the draft Feasible Alternatives Report before finalization. The workshops scopes and not-to-exceed fees are included in Subtask 1.4.

Subtask 2.2.3—Deliverables

1. Draft and Final Feasible Alternatives Report (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

2. Two Feasible Alternatives Workshops with the District and DSOD together (one for Calero and one for Guadalupe).

Subtask 2.2.4—Develop Staff-Recommended Alternative

Following the identification of the staff-recommended alternative, Consultant will develop the alternative in more detail sufficient to develop a budget level cost estimate. The Consultant will prepare a narrative description and drawings of the staff recommended alternative that will be included as a section in the Planning Study Report. The narrative will describe the key design features, construction and operational requirements, preliminary engineering design criteria, construction cost for the alternative.

Subtask 2.2.4—Assumptions.

1. The staff-recommended alternative will be developed to a level of detail sufficient to prepare an opinion of probable construction cost commensurate with an AACE (Association for the Advancement of Cost Engineering) International Class 3 estimate.

2. Report section will include preliminary engineering design drawings (approximate 20% stage of design development) to illustrate the general configuration and typical sections/details of key components of the alternative sufficient to prepare budgetary cost estimates.

Subtask 2.2.4—Deliverable

1. Draft and Final Staff-Recommended Alternative section of the Planning Study Report (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 2.2.5—Prepare Planning Study Report

The Consultant will prepare a Planning Study Report that describes the Project background, objectives, problem definition, conceptual alternatives analysis, public outreach process, feasible alternatives analysis, staff-recommended alternative, and the basis for its selection. The staff-recommended alternative will be fully described in the report including life-cycle operation and maintenance guidelines and costs, real estate needs, estimated construction costs, schedule, and funding. Supporting calculations and preliminary engineering drawings for the staff recommended alternative prepared will be include as appendices. The Consultant will coordinate a meeting with District staff and the DSOD to review the draft Planning Study Report (PSR) prior to finalization.

Subtask 2.2.5—Assumptions

1. The PSR body will include a summary of the previously prepared Problem Definition (PDR) and Feasible Alternatives Reports (FAR), with the PDR and FAR to be included as separate appendices.

2. This subtask included two workshops with the District and DSOD together (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam) to review the Draft Planning Study Report before finalization. The workshop scopes and not-to-exceed fees are included in Subtask 1.4.

Subtask 2.2.5—Deliverables

1. Draft and Final Planning Study Reports (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

2. Two PSR Workshops with the District and DSOD together (one for Calero Dam (including fellows Dike) and one for Guadalupe Dam).

Subtask 2.2.6—Prepare Transition Reports

Consultant will prepare the Planning-to-Design Phase Transition Report to properly transfer Project information to the District. The Transition Report will provide all relevant Project information to the District so that decisions and requirements identified during the Planning Phase will be addressed as Project requirements in the Design Phase. This will assure design deliverables meet Planning Phase objectives, and assure Planning Phase activities are not duplicated during design. Consultant will prepare a draft and final Transition Report.

Subtask 2.2.6—Deliverable

1. Draft and Final Planning-to-Design Transition Report (one for Calero Dam including Fellows Dike) and one for Guadalupe Dam)

REVISED APPENDIX ONE
SCOPE OF SERVICES

TASK 3—ENVIRONMENTAL DOCUMENTATION AND PERMIT SUPPORT (REVISED)

1. The Consultant will prepare two Environmental Impact Reports (EIRs), one for Calero Dam and Fellows Dike (Elements E1 and E3) and another for Guadalupe Dam (Element E2) that comply with the requirements of the California Environmental Quality Act (CEQA) in a manner such that these documents may be presented to the District's Board of Directors as the CEQA Lead Agency, to enable them to certify the Final Environmental Impact Reports (EIRs) and adopt the Mitigation Monitoring and Reporting Plans (MMRPs). The Consultant will obtain the necessary environmental permits for construction of the Project, as well as permits/clearance needed for field investigations including supplemental geotechnical and borrow investigations.

2. The Consultant will support the District, in their role as the CEQA Lead Agency and primary contact with regulatory agencies for the Project. The regulatory agencies are as follows: State of California Department of Water Resources Division of Safety of Dams (DSOD), United States Army Corp of Engineers (USACE), United States Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW), the Valley Habitat Plan Implementing Entity and the County of Santa Clara (CSC). Under the direction of the District, Consultant will engage key agencies once sufficient Project design details exist, in order to formulate Project design alternatives that address agency concerns, and to develop appropriate CEQA mitigation measures consistent with the anticipated permitting requirements.

3. The Consultant may utilize a staggered scheduling of the two EIRs so that the Consultant may incorporate any applicable comments from the District on the first document into the second document prior to submitting it to the District.

4. The Consultant assumes that the Santa Clara Valley Habitat Conservation Plan (Valley HCP) will be operational, and impacts to upland species and habitat impacts will be permitted under the HCP. The Three Creeks Habitat Conservation Plan (Three Creeks HCP) is not expected to be operational in time for this Project, and impacts to fisheries will need be permitted under the traditional NMFS Section 7 process.

5. Costs for environmental tasks assume economies of scale and a staggered schedule for the two dam projects. Should either dam project be cancelled or substantially delayed, estimated costs for the active dam project will be up to 65 percent of the Task 3 cost for both dam projects.

Subtask 3.1—Develop Initial Regulatory and CEQA strategy, and coordination with regulatory agencies

1. The Consultant will inventory the regulatory permitting needs for the Project, and will work with the District to develop a strategy for pursuing regulatory approvals necessary for the design and schedule requirements of the Project.

2. Environmental permits or approvals for this Project are anticipated to include:

a. Individual Permits under Clean Water Act Section 404, administered by the U.S. Army Corps of Engineers.

b. Regional Water Quality Control Board authorization under Clean Water Act Section 401, as well as Waste Discharge Requirements pursuant to the State's Porter-Cologne Water Quality Control Act.

c. Approval from the California Department of Fish and Wildlife, including Streambed Alteration Agreements (Fish and Game Code Section 1602).

d. Biological Assessments for submittal to the National Marine Fisheries Service (NMFS) under Section 7 of the federal Endangered Species Act.

3. This task will result in production of Regulatory and CEQA Strategy Technical Memoranda which will outline the various requirements and develop a clear and comprehensive plan and timeline for addressing each.

Subtask 3.1—Assumptions

1. One in-person meeting with District staff and one phone-call with District Staff to discuss CEQA and regulatory lessons learned from the ongoing District projects at Anderson Dam and Almaden Dam, and consider the regulatory and CEQA strategy for the Project.

2. The strategy memorandum will be comprehensive and summarize District and Consultant consensus on regulatory strategy.

3. Consultant will prepare and submit two draft memoranda per dam and one final memorandum per dam.

Subtask 3.1—Deliverables

1. Preliminary Draft Regulatory and CEQA Strategy Memoranda (one for Calero Dam (including Fellow's Dike) and one for Guadalupe Dam). (electronic)

2. Final Draft Regulatory and CEQA Strategy Memoranda (one for Calero Dam (including Fellow's Dike) and one for Guadalupe Dam). (electronic for second review)

3. Final Regulatory and CEQA Strategy Memoranda (one for Calero Dam (including Fellow's Dike) and one for Guadalupe Dam). (electronic and hardcopy)

Subtask 3.2—Perform Environmental Investigations and Studies

The Consultant shall perform investigations and studies needed to evaluate environmental impacts of the Project as required by CEQA and other applicable laws and regulations.

Subtask 3.2.1—Gather and Organize Environmental Information Relevant to the Project

1. Consultant will collect and review existing materials provided by the District as referenced in Attachment Four, Reference Materials, of this Appendix One. Consultant will work with the District to identify any other existing environmental data not provided in Attachment Four. In addition to this information, Consultant will gather other pertinent information from other sources, including:

    a. The Santa Clara Valley Water District Dam Maintenance Program Final PEIR.

    b. CEQA document for projects in the vicinity.

    c. Planning documents including relevant general plans and/or master plans.

    d. The Valley Habitat Plan.

    e. Previous reports prepared by H.T. Harvey for District work in the Project area.

    f. California Natural Diversity Database (CNDDB) occurrences from the Project vicinity.

    g. Species occurrence data and status information compiled by the California Native Plant Society.

    h. Water quality and sediment data from RWQCB reports and information used to develop TMDLs for the area.

    i. A delineation of the Area of Potential Effects (APE) in consultation with Project engineers and the District. Consultant will conduct a record search of the APE at the Northwest Information Center of the California Historical Resources Information System (NWIC), and compile all documents pertaining to cultural resources identification and evaluation within the APE.

    j. For information on potential hazardous materials sites, Consultant will utilize information provided by the District and a database search vender such as Environmental Data Resources Inc. (EDR) to provide data from a large number of databases and will investigate identified sites as needed.

2. Consultant will review the information gathered above and provide the District a list of additional environmental data needs and copies of information materials gathered (not originally provided by the District).

Subtask 3.2.1—Deliverables

1. Environmental data and documents for the Project (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

2. Lists of additional environmental data needs, (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.2.2—Prepare Base Map

Consultant shall prepare base maps for the Project areas. The maps shall be prepared in a Geographic Information System (GIS) format compatible with the District's GIS system; have an appropriate level of detail to serve as a basis for the analysis associated with Subtask 3.2.3, and subsequent environmental analysis; be constructed in a manner consistent with the protocol for information sharing of District's GIS department pursuant to Revised Attachment Four, Reference Materials, item #19, Santa Clara Valley Water District, Standards for GIS Products, April 2015.

1. District Standards for GIS Products; and be consistent with applicable metadata requirements.

2. The base maps will highlight previously mapped environmental resources in the Project areas. The base maps will serve as a platform for additional investigations and use in the CEQA analysis and permitting.

Subtask 3.2.2—Assumptions

1. The District will provide relevant existing and available GIS information currently in their possession.

2. Consultant will utilize existing GIS-compatible data; digitizing or creating new GIS data would require authorization of additional scope and costs by the District under Supplemental Services.

3. The base map will include the entirety of each reservoir and an approximate 2.5-mile wide buffer. Additional offsite areas, such as borrow sites or access roads outside of this buffer could be added as necessary through authorization under Supplemental Services.

Subtask 3.2.2—Deliverable

1. Base maps for Project (one for Calero Dam (including Fellow's Dike) and one for Guadalupe Dam) along with metadata.

Subtask 3.2.3—Summarize Environmental Conditions Based on Existing Data

1. Consultant will review existing reports, plans and policies and other information relevant to the Project, as identified in Subtask 3.2.1, including an assessment of environmental conditions as required by CEQA, the Migratory Bird Treaty Act, state and federal Endangered Species Acts, Clean Water Act, Porter Cologne Act, Fish and Game Code Section 1602, cultural and archaeological statutes, local ordinances, and air quality regulations.

2. Results of Consultant's analysis will be summarized by Consultant in CEQA and permitting documents. Brief memoranda will be produced which identify additional data requirements and environmental issues not previously identified. The memoranda will be submitted to District for review.

Subtask 3.2.3—Deliverable

1. Brief Memoranda identifying additional data required and environmental issues not previously identified. (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.2.4—Prepare Field Investigation Plan

1. Consultant will prepare separate field investigation plans for field studies pertaining to Calero (including Fellow's Dike) and Guadalupe Dams including identified borrow sources /sites and spoil disposal areas as described in Subtask 3.2.5.

2. Based on the data requirements identified under Subtask 3.2.2 and 3.2.3, Consultant will develop draft and final field investigation plans and submit them to District for review. Field investigations for the dams will include habitat surveys for sensitive biological resources, archeological surveys, baseline visual resources, and baseline traffic counts. The investigation plans will provide a description of the work to be conducted, locations, and approximate dates of field surveys, and methods to be used. In cases where equipment must be set up, such as for traffic counts, a drawing will be provided that illustrates approximate locations.

Subtask 3.2.4—Assumptions

1. Existing water and sediment quality data in reports gathered under Task 3.2.1 will be sufficient for CEQA and permitting purposes.

2. No additional baseline air quality data is required because ambient air quality data is available from local air monitoring stations operated by Bay Area Air Quality Management District (BAAQMD).

Subtask 3.2.4—Deliverable

1. Draft and Final Field Investigation Plans (one for Calero Dam (including Fellows

Dike) and one for Guadalupe Dam).

Subtask 3.2.5—Conduct Field Investigations

Field investigations will be conducted in accordance with the Final Field Investigations Plans reviewed by the District. Proposed field investigations are as follows:

A. **Biological Resources**

1. Biological field surveys for this task will gather the information needed for the EIR, permits, and other agency authorizations. Biological field surveys will consist of habitat assessments at each dam location, conducted by two biologists over a three-day period at each dam. Consultant will map and characterize habitats at a level suitable for the CEQA impact evaluation purposes and to satisfy the requirements of permitting through the Valley Habitat Plan. The habitat data will include the two Project components, including up to four proposed on-site borrow and/or spoil sites at each dam location.

2. The Consultant will evaluate the availability and potential suitability of existing habitats for special-status species. The dominant biotic communities of the Project area will be characterized based on dominant plant and associated wildlife and will be mapped on the base map developed in Task 3.2.2 (described above).

B. **Jurisdictional Delineation**

The Consultant will conduct field studies at each dam sufficient to identify potentially jurisdictional waters of the U.S. including wetlands, as well as waters of the state. A preliminary jurisdictional delineation will be prepared using the 2008 Corps Regulatory Guidance Letter, the 2007 Memorandum re: Clean Water Act (CWA) Jurisdiction Following U.S. Supreme Court Discussion in "Rapanos v. United States," the 2012 National Wetland Plant List, and the 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0).

C. **Cultural Resources**

1. Consultant will conduct field surveys for archaeological and historic-era built environment resources within the Area of Potential Effect (APE), consisting of a pedestrian-level survey at each dam (including Fellows Dike for Calero Dam), and up to four proposed on-site borrow areas and/or spoil sites at each dam location. Consultant proposed level of effort assumes that the existing documentation of historic-era resources at Fellows Dike is complete and will not require updates.

2. The Consultant will contact the State of California Native American Heritage Commission (NAHC), and individuals identified by the NAHC, in order to notify individuals with an interest or potential knowledge of cultural resources in the area.

3. All gathered data will be used by Consultant to compile a technical report adhering to Secretary of the Interior Guidelines, which can be used in support of CEQA and Section 106 documentation, and the acquisition of federal permits.

D. **Aesthetics**

The Consultant will conduct field visits to each dam to assess existing visual resource conditions in the Project area. The field visits will include an inventory, including photo documentation of the following existing conditions: viewpoints; notable visual resources; and vividness, intactness, and unity of the Project area. Photographs will be taken at the time to be used in the analysis and for graphics.

E. **Traffic**

The Consultant will perform a field traffic assessment to qualitatively describe site conditions and will conduct daily traffic counts at up to five locations for each dam using machine traffic counting equipment.

F. **Hazardous Materials**

The Consultant will conduct a hazardous materials site database search for the Calero and Guadalupe Dams locations, using a vendor such as Environmental Data Resources, Inc. (EDR). After reviewing the database records, the Consultant will conduct a field visit to sites with known contamination that have the potential to be disturbed during construction to gather additional site-specific information.

Subtask 3.2.5—Assumptions

1. Noise surveys will not be performed. Consultant will assume noise typical for rural environments.

2. Simplified technical memoranda: Field notes will be typed for internal Consultant use, in sufficient detail to prepare primary regulatory documents (EIR and permits), but individual technical memoranda for each field investigation will not be provided to the District.

3. Existing mercury sampling data will be sufficient to meet regulatory requirements. Should preparation of a mercury sampling plan and field sampling for mercury be necessary, it will be conducted under a separate cost and scope as Supplemental Services.

4. Species-specific or protocol level surveys are not included in the scope for Task 3. If necessary for this Project, protocol level surveys for special status plants will be conducted under Task 6, Supplemental Services.

5. Suitable borrow material will be available on-site and surveys of potential borrow areas at an off-site or a distant location will be conducted under Task 6, Supplemental Services.

6. Fisheries field work is not included in the scope for Task 3.Consultant will rely on existing data from the District and others regarding fisheries resources within the Project area.

7. Existing hazardous materials data will be sufficient to meet regulatory requirements. Should preparation of a hazardous materials sampling plan and field sampling be necessary, it will be conducted under a separate cost and scope as Supplemental Services.

Subtask 3.2.5—Deliverables

1. Technical Memoranda summarizing all field investigations, with major findings, implications for Project, fatal flaws, and outstanding data needs. (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.3—Prepare Project Description And Initial Study Checklist (IS)

The purpose of this task is to accurately describe the elements of the proposed Project based on the Staff-Recommended Alternative and the Planning Study Report. The description of the proposed Project Components will be used in the environmental review process and to document the level of environmental review that will be undertaken to meet CEQA requirements through development of an Initial Study (IS) and Internal Decision Memorandum prepared by the District (IDM). The IS will also indicate resource areas requiring more detailed analysis and those areas that do not involve significant issues.

Subtask 3.3.1—Prepare Project Description

Consultant will work with District to produce draft and final detailed Project descriptions for each EIR for use in the CEQA process, based on the review and analyses conducted in the previous two tasks. Some elements of the proposed Project such as borrow areas, staging areas, haul routes, dewatering, stream flow bypasses, and access areas will also be described. The Project Descriptions will include descriptions of design for intakes, outlets, and spillways; description of surrounding areas influenced by the reservoir and flow releases; construction techniques and equipment to be used; and construction phasing for each dam and typical operation and maintenance requirements.

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The Project descriptions will be subject to District review prior to completion of the final Project descriptions by Consultant.

Subtask 3.3.1—Deliverable

1. Draft and Final CEQA Project Descriptions. (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.3.2—Prepare Initial Study Checklist (IS)

The Initial Studies for each dam will be used by Consultant to determine issues requiring detailed analysis in the EIRs and to screen out certain topics that would not require further review in the EIRs. The Checklist will be based on the current CEQA Guidelines Appendix G: EnvironmentalChecklist and District guidance. Consultant will provide supporting text to explain the basis for its conclusions stated in the Checklist. The Consultant will also provide conceptual level information related to impacts and potential qualitative, early conceptual level mitigation.

Subtask 3.3.2—Assumptions

1. Once Final Project Descriptions are developed, there will be no subsequent substantive changes in Project designs and plans that would necessitate changes to the Project Description or substantively alter the scope of the environmental analysis.

2. The evaluation described in Task 3.4 below will focus on the potentially significant impacts identified in the IS checklist, or as appropriate, those raised during the scoping period.

3. The following resource topics will be dismissed from further consideration in the Initial Study (others may be eliminated as well): agricultural and forest resources, mineral resources, and population/housing.

4. The District will prepare the Internal Decision Memorandum as required by QEMS guidelines using information from this task.

5. Initial Study analyses will be qualitative. Substantive analyses, as needed, will be performed under Task 3.4.3.

Subtask 3.3.2—Deliverables

1. Preliminary Draft Initial Studies: one for Calero (including Fellows Dike) and one for Guadalupe Dam; both in electronic format.

2. Final Draft Initial Studies:one for Calero (including Fellows Dike) and one for Guadalupe Dam; both in electronic format.

3. Final Initial Studies:one for Calero (including Fellows Dike) and one for Guadalupe Dam; both in electronic format.

Subtask 3.4—Prepare Draft Environmental Impact Report

Following completion of Task 3.3, development of Draft Environmental Impact Reports will be undertaken by Consultant. This task includes the steps to prepare two Draft EIRs, in addition to the Notices of Preparation to announce the upcoming environmental review, administrative drafts for District review and public drafts to be circulated for comment.

Subtask 3.4.1—Prepare Notice of Preparation

Consultant will prepare Notices of Preparation (NOP) for each dam to announce the upcoming environmental review and solicit public input on the scope and content of the EIR. The NOPs will include the IS's developed under Task 3.3, to inform public input regarding the environmental analysis. The two IS's developed under Task 3.3 above will be included with the NOP as an attachment, to help obtain public input regarding the impact topics to be included or dismissed from the EIR.

Subtask 3.4.1—Assumptions

1. District will provide an initial list of interested parties.
2. District will provide a mailing list for each dam.
3. District will distribute the NOPs.

Subtask 3.4.1—Deliverable

1. Draft NOPs (electronic); Final NOPs (15 paper copies plus one electronic copy) (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

Subtask 3.4.2—Conduct Environmental Scoping

1. In collaboration with District, Consultant will schedule and plan up to four public scoping meetings required by CEQA (two for each dam). At District's direction, Consultant will attend the meeting, answer questions, and solicit comments from the public and prepare detailed meeting notes. Consultant will prepare informational and presentation materials for the meeting. The location for the scoping meetings will be determined in consultation with the District Project Manager. Consultant will compile comments received at the scoping meeting and in response to the NOP and prepare a Scoping Summary Report.

2. Consultant will document and provide public comments to District.

Subtask 3.4.2—Assumptions

1. District will provide service to capture public comments.

2. Consultant will not provide a meeting transcript.

3. District will make meeting place arrangements, facilitate the meeting, and make the presentation.

Subtask 3.4.2—Deliverables

1. Draft and final public scoping meeting materials (paper and electronic) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam), scoping materials will include comment cards and up to two boards per dam.

2. Scoping Summary Reports (electronic) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.4.3—Prepare Administrative Draft EIR (ADEIR)

Consultant will prepare separate Administrative Draft EIRs for each dam including assessments of up to four (4) borrow and/or spoil areas for each dam. The ADEIR will incorporate the data and information collected and reviewed during previous tasks including Task 3.2, as well as comments submitted during the public scoping period. Technical analyses and impact assessments will be prepared using the impact topics and significance thresholds prescribed in Appendix G of the CEQA Guidelines, District input, and other applicable standards provided by the District. Only those impacts identified in the IS as a "potentially significant impact" will be evaluated in the ADEIRs. Appropriate mitigation measures will be identified for significant impacts, including the use of approved BMPs normally implemented by the District. Consultant will use mitigation measures developed for the Districts Dam Maintenance Program EIR to the extent that they are applicable to impacts of the Seismic Retrofit Project. Proposed borrow sites will be also assessed in the environmental analysis. The approaches to each of the environmental topics that Consultant will address in the EIR are described below.

A. Aesthetics

Consultant will describe the existing aesthetic conditions, including sensitive visual resources and sensitive visual receptors, and will analyze temporary aesthetic impacts from construction as well as long-term changes in aesthetic character. Consultant will use CEQA significance thresholds from the San Jose Envision 2040 visual resources policies and the County of Santa Clara's General Plan scenic resources policies to analyze impacts to aesthetic resources.

B. Air Quality/Greenhouse Gas

1. Consultant will analyze the potential significance of the Project's air quality and greenhouse gas emissions associated with Project construction. Each EIR will describe the existing air quality conditions of the Project area and San Francisco Bay Area Air Basin, the federal, state, and Bay Area Air Quality Management District regulations applicable to the Project, and the potential impacts from the Project's emission-generating activities. These activities include fuel combustion in construction equipment and fugitive dust generation during dam stabilization, breaching of Fellow's Dike, and borrow and spoils material transport.

2. Each EIR's impact analysis (prepared by the Consultant) will assess the significance of: 1) construction equipment emissions; 2) the health risks associated with the Project's emissions (i.e., carcinogenic and non-carcinogenic health risks); and 3) odors associated with the Project's emissions. The analysis would use methodologies consistent with the most recent guidelines available from the BAAQMD.

3. If necessary, the EIR (prepared by the Consultant) will acknowledge and disclose the potential for risks associated with airborne asbestos fibers or other contaminants associated with borrow area soils or dredge spoils, however, the EIR will not model or quantify the incremental risks associated with this impact because federal and state regulatory processes are in place to quantify and control the risks associated with this potential impact (e.g., BAAQMD Regulation 11, Rule 14 - Asbestos Containing Serpentine).

4. Consultant will prepare a discussion of the potential impacts associated with implementation of the proposed Project in the context of existing BAAQMD guidance. Consultant will use the 2011 CEQA thresholds to complete the air quality impact analysis as they still provide substantive thresholds for the analysis since there is substantive evidence for the use of these thresholds (BAAQMD CEQA Guidelines Update, Appendix D: Threshold of Significance Justification, May 2010).

5. Greenhouse gas impact analyses (prepared by the Consultant) will be based on the construction traffic projections, as described below. The impact analysis will be completed by evaluating whether the Project will comply with state Assembly Bill (AB) 32 GHG goals, consistent with BAAQMD, however, since this is a construction-only Project, no long-term greenhouse gas impacts are expected.

C. Biological Resources

1. Consultant will use the information collected in Task 3.2 and experience on similar dam projects in the region to evaluate the biological resources in the ADEIR. The biological resource evaluations will address each of the components of the Project in the context of the biotic resources of the Project sites and vicinity and identify site-specific direct, indirect and cumulative impacts. Consultant will assess potential impacts to special-status species, sensitive habitats, as well as jurisdictional waters. This analysis will include an evaluation of the effects of reservoir dewatering and stream flow reductions on downstream fisheries habitats at Calero Dam and Guadalupe Dam. Consultant will evaluate impact significance using the thresholds provided in the CEQA Guidelines and the District's guidance.

2. Mitigation will be developed by the Consultant in coordination with the District to address potentially significant impacts of the Project on biotic resources on and off the Project site. Potential mitigation options to be evaluated will include avoiding the impact, minimizing the impact by decreasing the timing and locations of the proposed actions, restoring the biotic resource to its former condition after the impact has occurred, reducing or eliminating the impact over time by appropriate preservation and maintenance operations during the life of the Project, and/or compensating for the impact by replacing elsewhere those habitats or those biota that have been adversely affected.

D. Cultural Resources

Consultant will conduct a cultural resources evaluation for both dams in compliance with CEQA, NEPA, and Section 106 of the National Historic Preservation Act (Section 106). Consultant will use the results of recent cultural resources studies conducted within the Project areas and collected as part of Task 3.2—such as those in support of the Final Program Environmental Impact Report for the Santa Clara Valley Water District (SCVWD) Dam Maintenance Program—in order to assess Project effects, make mitigation recommendations, and make recommendations of eligibility for listing on the National Register of Historic Places (NRHP) and/or the California Register of Historical Resources (CRHR).

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E. Geology and Soils

Using prior site-specific knowledge and existing data, Consultant will analyze the Project's potential to expose people or structures to substantial adverse effects from the rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, or landslides. Consultant will also address the potential for soil erosion and liquefaction, and will recommend mitigation measures to minimize the loss of topsoil and erosion during construction.

F. Hazards and Hazardous Materials

Consultant will evaluate potential threats to public health and safety from hazardous materials and other hazards that could result from Project construction. Consultant will review available environmental database reports collected under Task 3.2, describe the regulatory framework, and potential impacts from construction. Potential disturbance of existing hazardous materials/contamination sites located within the area of construction disturbance and 1/8 mile around construction disturbances will be evaluated.

G. Hydrology and Water Quality

Consultant will evaluate impacts to hydrology, flood control, and water quality, and in particular assess construction impacts on water quality and hydrology parameters, along with applicable federal, state, and local regulations. Consultant will evaluate potential water-quality impacts that could stem from reservoir dewatering, construction of cofferdams, and other in-water and near-water Project construction activities. Consultant will evaluate the potential for Project activities to expose or mobilize mercury (a greater concern at Guadalupe Reservoir), both during and following construction activities. Consultant will also prepare an analysis for potential bioaccumulation of contaminants resulting from aqueous mobilization due to drawdown, cofferdam, and in-water construction activities. This analysis will consist of a qualitative evaluation of the construction work relying on water and sediment contaminant data supplied by the District (if available) or otherwise publically available.

H. Noise

1. Noise and vibration impacts associated with the Project are anticipated to be limited to temporary noise from on-site construction activities and haul trucks traveling on local streets to and from the two dam locations. Consultant will describe in each EIR the existing noise and vibration environment of the Project area, identify sensitive receptors, and compare projected construction noise to local noise standards (i.e., County of Santa Clara and City of San Jose).

2. Consultant will, in each EIR, identify typical construction equipment sound levels, quantify peak and typical construction activity noise levels (including attenuation due to topography and ground cover), and, if necessary, identify best management practices or mitigation measures to reduce the magnitude of potential construction noise impacts, such as restricted work hours or blasting noise management plans if blasting is proposed.

I. Land Use and Planning

Although the Project would be exempt from local building and zoning ordinances under California Government Code Section 53091, Consultant will assess whether the Project would conflict with local land use plans, policies and regulations adopted for the purpose of avoiding or mitigating an environmental effect. The impact analysis will consider relevant policies from local jurisdictions including the City of San Jose General Plan and Zoning Ordinance, County of Santa Clara General Plan and Zoning Ordinance and County of Santa Clara Parks and Recreation Department policies (related to the breaching of Fellow's Dike).

J. Traffic and Transportation

The transportation analysis will focus on construction impacts only. Working with the Project engineers, Consultant will prepare Project trip and vehicle miles travelled (VMT) estimates including construction vehicles and workers. The VMT due to the Project will be used in modeling for air quality and greenhouse gas (GHG) emissions estimation in the EIR. Consultant studies will also evaluate site access and roadway systems near the dams in terms of roadway widths, curvatures, capacities, pavement strength, and integrity to identify appropriate access routes, seeking the least impact and shortest distance. Consultant will identify local roadways near the access points to the dam construction area that may experience short-term construction impacts in the section and will discuss potential delay on these roadways related to construction activities in terms of "time spent following" construction vehicles.

K. Recreation

Each EIR will contain an analysis of the relevant Project Component's impacts to recreational resources during Project construction and long-term operation of the dams and reservoirs once the retrofit Project is completed. Significance thresholds from the San Jose Envision 2040 Parks, Open Space and Recreation policies and the Santa Clara County General Plan recreation policies will be used to analyze impacts to recreation facilities.

L. Utilities and Service Systems

The primary function of Calero and Guadalupe Dams is to store and convey

water supply. Construction of the proposed dam improvements may temporarily affect water supply availability and distribution, the impacts of which the Consultant will evaluate. Other public utilities, such as electricity, gas, stormwater, and wastewater facilities would not likely be affected. While the intent of the Project is to avoid alterations to public services such as police enforcement and fire protection, Consultant will evaluate the potential effects on these services. If necessary, Consultant will identify feasible and appropriate measures for avoiding or reducing impacts to public utilities and services.

M. Cumulative Impacts

1. Consultant will prepare a cumulative analysis for projects that may occur at the same time or near the Project vicinity. This may include other District dams such as Almaden or Anderson, depending on how construction schedules for those projects coincide with the construction schedules of the Guadalupe and Calero Project Components.

2. The documents will also contain sections on CEQA alternatives and other statutory considerations, including growth inducement or irreversible impacts, as well as lists of preparers and appropriate appendices.

Subtask 3.4.3—Assumptions

1. The study area for biological and cultural field surveys will be limited to the core Project areas, including Guadalupe Reservoir and Dam, Calero Reservoir and Dam (including Fellows Dike) and immediate environs. Surveys in additional Project areas outside the core areas such as off-site borrow areas, staging, disposal; water storage and release areas would require additional scope and not-to-exceed fees and may be performed as Supplemental Services.

2. Borrow areas will be identified on-site.

3. Land Cover Maps produced for the ADEIRs will be appropriate to meet the requirements of the Valley Habitat Plan application package in Task 3.7.

4. The District will provide a list of its concurrent projects to be analyzed for cumulative impacts. Consultant will contact County of Santa Clara for a list of other projects in the area to include in the cumulative analysis.

5. No visual simulation modeling will be needed, and photography of the existing areas will be sufficient to present the analysis of aesthetic impacts.

6. Consultant work effort does not include recreation counts, surveys, or outreach to the recreation community.

7. No field work or laboratory analysis is necessary to evaluate hydrology and water quality for this task.

Subtask 3.4.3—Deliverable

1. Ten (10) hard copies of each Administrative Draft EIR (ADEIR), and electronic copies in PDF and MS Word formats (one set for Calero (including Fellow's Dike) and one set for Guadalupe Dam).

Subtask 3.4.4—Prepare Draft EIR

Based on District comments provided to Consultant on the ADEIR, Consultant will revise the Administrative Draft EIR and issue a second draft ADEIR. The Consultant will respond to comments on the second ADEIR and the resulting document/s will be the Public Draft (DEIRs). District will be provided screen check copies of the Draft EIRs to ensure that comments have been incorporated prior to printing.

Subtask 3.4.4—Assumptions

1. One in-person meeting at the District's office or conference call for each DEIR to review District comments.

2. Hardcopy documents will be comb bound or in binders.

Subtask 3.4.4—Deliverables

1. Second ADEIR (3 paper and 1 electronic copy) incorporating comments on the initial ADEIR (one set for Calero Dam including Fellows Dike) and one set foir Guadalupe Dam.

2. Screen-check Draft EIR (3 paper and 1 electronic copy) (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

3. 75 copies of the Public Draft EIRs (20 paper and 55 electronic copies on CDs), along with an unbound, reproducible copy. Electronic copies will be submitted on CD in both high resolution and low resolution versions (less than 4 MB), suitable for downloading from the District's website. The electronic copy will include separate files by chapter or resource section for ease of downloading. (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

Subtask 3.5—CEQA Public Noticing and Participation Requirements

This task identifies the steps required for release and public review of the Draft Environmental Impact Report.

Subtask 3.5.1—Prepare Information for District Website and Filing Draft EIR with the State Clearinghouse

1. Consultant will prepare a Notice of Availability (NOA) for each dam for public mailing and posting on the Districts website. The NOAs will be developed in compliance with CEQA Guidelines Sections 15087 and 15105.

2. The Consultant will send the NOAs to the County of Santa Clara Clerk/Recorder for recording and all responsible and trustee agencies, and the State Clearinghouse. The NOAs will be mailed to the public by the District. The District will publish the NOA in a newspaper of general circulation consistent with District public outreach procedures.

Subtask 3.5.1—Assumptions

1. District will prepare and pay for newspaper advertisements.
2. District will distribute materials except as noted above.

Subtask 3.5.1—Deliverables

1. Draft and Final NOA or publication on District website and State Clearinghouse filing. (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

2. Newspaper advertisements, if these must be formatted differently from the NOA. (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

Subtask 3.5.2—Prepare Notice of Completion for Filing with State Clearinghouse

In coordination with District, Consultant will prepare the Notice of Completion (NOC) that contains a brief Project description and location, address where the Draft EIR is available for public review, and the dates of the review period. The Consultant will submit the NOC to the State Clearinghouse, along with the NOA prepared under this Task to start the 45-day public review period in compliance with CEQA Guidelines Section 15085.

Subtask 3.5.2—Deliverables

1. Draft and Final NOC for Calero Dam (including Fellows Dike) and Guadalupe Dam.

2. State Clearinghouse filing materials for Calero Dam (including Fellows Dike) and Guadalupe Dam (15 CDs and 15 copies each of the Executive Summary).

Subtask 3.5.3—Prepare for and Attend Public Hearing

During the public comment period Consultant will support the District in preparing for public meetings or hearings for the District Board of Directors. Consultant will assist the District in presenting the Project, describe the CEQA process, and answer questions on the EIR from the Board of Directors and public. Consultant will record notes during the public meetings and hearings. As part of this task, Consultant will prepare meeting notices / announcements, public hearing and meeting displays, handouts, presentations in coordination with the District. Consultant will record written public comments during these hearings and meetings.

Subtask 3.5.3—Assumptions

1. One public meeting will be held for each dam EIR at a community facility near each project location. The District will handle arrangements for the meeting rooms and will facilitate the meetings and present the Project.

2. District will provide service to capture public comments.

3. Consultant will respond only to written comments submitted on the EIRs by mail or on comment cards at the meetings, or notes captured by the District.

4. Consultant will maximize use of master responses and will respond to up to 30 comment letters or 300 total comments per dam EIR.

Subtask 3.5.3—Deliverables

1. Public Hearing Display Material (up to 4 presentation boards for each dam) (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

2. Agenda(s) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

3. Presentation(s) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

4. Handouts (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

5. Public comment cards. (paper)

6. Meeting Notes (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.5.4—Respond to Public Comments

After the close of the public comment period on the Draft EIRs, Consultant will review

comment letters provided by the District and will prepare a numbered matrix of all public comments received. Consultant will assess whether they can address certain comments with "Master Responses." For comments that require individual responses, Consultant will prepare those as appropriate.

Subtask 3.5.4—Assumptions

1. One conference call for each dam EIR to discuss comment matrix and strategy to respond to comments.

Subtask 3.5.4—Deliverables

1. Draft Responses to Comments (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.6—Prepare Final Environmental Impact Report

Following completion of the public review process for the Draft EIR, the Final EIR will be completed by Consultant.

Subtask 3.6.1—Prepare Final EIR

1. Based on the public comments and the Draft Response to Comments in Subtask 3.5.4, Consultant will prepare the Administrative Final EIR, incorporating public comments, responses to comments and content of the Draft EIR. The Administrative Final EIRs (AFEIR) for each dam will include copies of the comment letters received on the Public Draft EIR, a specific response to each comment (from revised (after District comments) Response to Comments Report), and any text edits to the Draft EIR as a result of public comments. Based on District comments, Consultant will revise the response to comments to develop a Final Response to Comments. The Final Response to Comments Report will be included in the Final EIRs.

2. The AFEIRs will also include the Mitigation, Monitoring, and Reporting Program (MMRP). Consultant will prepare Draft MMRPs for each dam in compliance with CEQA Guidelines Section 15097 and District QEMS guidelines. The MMRPs will incorporate the mitigation measures proposed in the Draft EIRs with information including, but not limited to responsibility for performing the measures, standards of performance, and the entity responsible for ensuring the mitigation is carried out as specified.

3. Consultant will complete the Final EIRs based on comments received from the District on the Screen Final EIRs. Preparation of the Final EIRs is assumed primarily related to document layout, format, and final editing.

4. A copy of the Final EIRs (on CD) will be provided by the Consultant to any public agency that submitted comments on the Public Draft EIRs and per CEQA

Guidelines Section 15089(b), the Final EIR will be distributed to commenting agencies at least ten days prior to certification of the Final EIR.

Subtask 3.6.1—Assumptions

1. One in-person meeting at the District's office or conference call for each AFEIR to review District comments. The District will provide a set of consolidated comments on the Draft Response to Comments Reports with any discrepancies resolved.

2. Quantitative reanalysis to respond to Draft EIR comments and changes to the Project Description that require EIR updates between Draft and Final versions may be performed under to Task 6,Supplemental Services.

Subtask 3.6.1—Deliverables

1. Initial Administrative Final EIRs with MMRPs - 10 hard copies, along with an electronic copy of each AFEIR in both PDF and MS Word format. (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

2. Administrative Final EIRs with MMRPs incorporating comments on the initial AFEIR:one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam; 10 hard copies, along with one electronic copy.

3. Screen Check Response to Comments on AFEIRs and MMRPs – 3 bound copies plus a CD with PDF and MS Word versions: one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

4. Final EIRs—20 hard copies, plus one unbound, reproducible copy, of the Final EIR for the District's internal use, reproduction, and distribution. Consultant will also produce PDF and MS Word versions of the document on CD; one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam.

Subtask 3.6.2—Prepare Findings and Statement of Overriding Considerations

In coordination with the District, Consultant will prepare draft Findings for each Project Component for each significant impact, and a Statement of Overriding Consideration for significant impacts found to be unavoidable, if applicable, for the District's use in certifying the Final EIRs and approving the Project. The Statements of Overriding Considerations, if required, will express the District's reasons for approving a Project that would have significant, unavoidable impacts on the environment. The Statement of Overriding Considerations will be based on supporting evidence in the administrative record. Consultant will prepare the findings in compliance with CEQA Guidelines Section 21081 and 21081.5. Following review and comment of the draft Findings, Consultant will finalize the Findings for adoption.

Subtask 3.6.2—Deliverable

1. Draft and Final Findings and Statement of Overriding Considerations:one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam.

Subtask 3.6.3—Prepare Notice of Determination (NOD)

Consultant will prepare draft Notices of Determination for District review and filing once the Project has been approved by the District Board of Directors. Within 5 days of Project approval, Consultant will file the Notice of Determination with the County of Santa Clara clerk and mail it to anyone who requested a copy of the notice.

Subtask 3.6.3—Deliverable

1. Draft and Final Notice of Determination:one for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam; both in electronic format.

Subtask 3.6.4—Assist with Public Hearing and Certification of EIR

Consultant will provide support to District for the public meeting(s) or hearing(s) where the District Board of Directors considers the EIR for approval. Consultant (as needed) will attend the Board's meeting, as requested. Consultant will record notes of public comments during the meeting and provide those comments to the District.

Subtask 3.6.4—Assumptions

1. Two hearings:one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam, to be held at the District's boardroom. District will present Project to the Board.

2. No official transcription will be provided. Notes from the public meeting will be prepared for the District's review. Copies of all comments received in writing will be provided to the Consultant by the District.

Subtask 3.6.4—Deliverables

1. Public Hearing Displays, Handouts:one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam.

2. Meeting notes from public meeting (hearing): one for Calero Dam (including Fellows Dike) and one or Guadalupe Dam.

Subtask 3.7—Prepare Regulatory Permitting

The purpose of this task is for Consultant to produce permit applications, environmental documents and other supporting material needed for Project implementation. District will take the lead in negotiations with regulatory agency staff. Consultant will provide

support with negotiations as noted below.

Subtask 3.7.1—Assist with Initial Regulatory Agency Consultation

Under the direction of District, Consultant will plan and participate in initial consultation(s) with regulatory agency personnel. Consultant will be responsible for keeping detailed notes of meeting(s).

Subtask 3.7.1—Assumptions

1. Up to two pre-application consultation meetings and two post application consultation meetings with regulatory agency personnel either at their offices in Santa Rosa, Sacramento or the San Francisco Bay Area.

Subtask 3.7.1—Deliverables

1. Initial Consultation Meeting Agenda and Notes. (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.7.2—Prepare Draft Permit Applications

1. In consultation with the District, Consultant will prepare draft permit applications for compliance with applicable regulations for the following agencies:

    a. United States Army Corp of Engineers (USACE);
    b. San Francisco Bay Regional Water Quality Control Board (RWQCB);
    c. California Department of Fish and Wildlife (CDFW); and
    d. Valley Habitat Plan Implementing Entity.

2. For each application, Consultant will first prepare a draft version of the application for review by the District. Based on District comments, Consultant will revise the draft applications. Consultant will finalize the applications for submittal to the regulatory and local agencies under Task 3.7.5.

3. The Draft Permit Applications are listed below:

    a. U.S. Army Corps of Engineers

    The Project will require approval from the USACE under Section 404 of the federal Clean Water Act (CWA). An Individual Permit Application will be prepared for each Project Component (one for Calero Dam (including Fellow's Dike), and one for Guadalupe Dam) that will consist of the following:

    1) Cover Letter.

2) Engineer Form 4345, Application for Standard Permits.This is the standard permit application form for USACE permits. The Jurisdictional Delineation conducted as part of Task 3.2 and the Project description utilized in the EIR, along with USACE discussions, will determine if the Project Component qualifies for authorization under an existing Nationwide Permit or if a USACE Individual Permit is required. Consultant assumes that USACE Individual Permits will be required for work at both dams due to the locations and types of work required upstream and downstream of the two dams.

3) 404(b)(1) Alternatives analysis and Environmental Assessment (if necessary). If an Individual Permit is required, Consultant will prepare the following supporting documents: 1) an alternatives analysis pursuant to CWA Section 404(b)(1), and 2) an analysis of compliance with the National Environmental Policy Act (NEPA). The alternatives analysis will identify the least environmentally damaging practicable alternative. These analyses are not necessary if the Project Component qualifies for authorization under a Nationwide Permit.

4) Mitigation and Monitoring Plan. Consultant will utilize the Mitigation and Monitoring Plan (MMP) developed under Task 3.7.4 to support the USACE Application.

5) Public Notice (if necessary). For each Individual Permit, Consultant will prepare a draft of the public notice for USACE's finalization and publishing in the Federal Register.

6) Jurisdictional Delineation and Biological Assessments.Consultant will utilize the Jurisdictional Delineation conducted as part of Task 3.2 to support this application. Consultant will prepare a Biological Assessment under Task 3.7.3 to support the USACE formal consultation with the National Marine Fisheries Services (NMFS). However, Consultant assumes that the requirements for formal consultation with the United States Fish and Wildlife Services (USFWS) will be minimal because the proposed Project is covered under the Valley Habitat Plan Section 10 Permit. Therefore, the USFWS Biological Assessment will consist of a brief letter summarizing compliance with the terms of the Section 10 permit.

7) Cultural Resources Investigation for Section 106 Compliance. The background research and field studies under Task 3.2 will be used to prepare a Section 106 complaint cultural resource technical document required by the Corps in their 404 permitting process. In

support of the 404 permit applications, Consultant will prepare a Draft and Final Finding of Effect (FOE) cover letter. The cover letter will briefly describe the Project and the Project activities that are subject to permitting. The FOE will describe any NRHP/CRHR-eligible resources potentially affected by the Project. Consultant will support the District's role to work with the federal Section 106 lead agency (USACE) in order to ensure appropriate consultation with Native American representatives and the State Office of Historic Preservation, successful compliance with Section 106, and issuance of federal permits.

Consultant will prepare a Memorandum of Agreement (MOA) prior to completion of the Section 106 process and issuance of the 404 permit per USACE and the State Historic Preservation Office (SHPO) requirements. It is anticipated that a Treatment Plan for the affected structures at Fellows Dike would be required prior to construction, but not necessary for 404 permit issuance. If required by the USACE for permit issuance, Consultant will prepare a Treatment Plan if authorized as a Supplemental Service.

b. San Francisco Bay Regional Water Quality Control Board

Both Components of the proposed Project will require authorizations from the San Francisco Bay RWQCB including a water quality certification (WQC) under Section 401 of the CWA and waste discharge requirements (WDR) under the state Porter-Cologne Water Quality Control Act.

Consultant will prepare the following items in support of the RWQCB permit applications for each Project Component (One for Calero Dam including Fellow's Dike and one for Guadalupe Dam):

1) Cover Letter.

2) Form R2C502-E, Application for 401 WQC and/or Report of Waste Discharge. This is the standard permit application form for RWQCB 401 WQC and/or WDR.

c. California Department of Fish and Wildlife

The proposed Project will require approval from CDFW pursuant to Fish and Game Code Section 1602 (Lake or Streambed Alteration Agreement [LSAA]).

Consultant will prepare the following items to support acquisition of a LSAA for each Project Component (One for Calero Dam including Fellow's Dike and one for Guadalupe Dam):

1) Cover Letter.

2) Form FG2023, Notification of Lake or Streambed Alteration. This is the standard permit application form for a Streambed Alteration Agreement.

d. Santa Clara Valley Habitat Conservation Plan Implementing Entity

Consultant anticipates that the Incidental Take Permits issued by USFWS and CDFW under the Valley Habitat Plan will be issued and available for use by the Project in accordance with the Federal Endangered Species Act (FESA) and California Endangered Species Act (CESA) by the time this Task is started. The Valley Habitat Plan requires submittal of project-specific documentation to the Implementing Entity. The process for review and approval of the documentation has not yet been established and may be subject to change.

Consultant will use District's existing documentation of resources, and the habitat level studies scoped under Task 3.2, to evaluate potential impacts to biological resources within the Project area and vicinity to satisfy the Valley Habitat Plan species-specific survey. The conditions for the following biological resources will be addressed as appropriate:

1) California red-legged frog, foothill yellow-legged frog, and western pond turtle

2) Contra Costa goldfields

3) Serpentine-endemic rare plants

4) Bay checkerspot butterfly habitat

5) Blue and valley oaks

6) Western Burrowing Owl

7) Least Bell's Vireo

8) Tricolored Blackbird

Consultant will prepare the following items in support of the Valley Habitat Plan Implementation Applications. One package will be prepared for each Project Componentone for Calero Dam including Fellow's Dike and one for Guadalupe Dam:

1) Cover Letter.

2) Reservoir-Specific Dewatering Plan.

3) Habitat Plan Application Package. The Habitat Plan Application Package will include the following information as specified in the Valley Habitat Plan:

(a) A description of the Project and a map showing the location;

(b) Documentation of existing land cover types in the Project area from District-provided information;

(c) A map of wetlands and other waters in the Project area;

(d) Results of species surveys previously conducted within the proposed Project region; and

(e) Documentation of additional avoidance and minimization measures that will be implemented.

Subtask 3.7.2—Assumptions

1. USACE

a. Project design changes following finalization of the HMMP may require revisions to the HMMP. If so, it may be conducted under Supplemental Services.

b. Mitigation design plans and specifications are not included in the Consultant scope of work and may be conducted under Supplemental Services.

c. The USACE will verify the preliminary jurisdictional determination based on the delineation conducted as part of Task 3.2. Typically, this is adequate for most projects evaluated by the USACE. If not adequate, preparation of additional materials required for an approved determination may be conducted under Task 6, Supplemental Services.

d. Field delineations for waters and wetlands for upstream water storage opportunities or downstream water release locations are not included. However, Fellows Dike area is included.

e. For permitting purposes, a Treatment Plan for Historic Resources at Fellow's Dike is not required for Section 106 compliance. A Treatment Plan will be required prior to construction and may be prepared during final design.

2. RWQCB

a. The preliminary jurisdictional delineation in Task 3.2 will identify waters of the state and the HMMP prepared for the USACE will contain elements required by the state and will be sufficient for the RWQCB review.

b. Sediment and water quality data sufficient for RWQCB review and approval is available and will be provided by the District.

3. CDFW

a. The HMMP prepared for the USACE will be prepared with enough content and detail to be sufficient for the CDFW review.

b. The Jurisdictional Delineation submitted to the USACE will be acceptable to CDFW for waters of the state.

4. Valley Habitat Plan Implementing Entity

a. Where the District is unable to supply data to meet the species-specific surveys, additional surveys may need to be performed under Task 6, Supplemental Services.

b. USACE consultation with USFWS for Section 7 and/or additional agency review as required by the Valley Habitat Plan will be limited to USFWS review of the Habitat Plan Application Package and the Reservoir-Specific Dewatering Plan. No additional documents will be prepared.

c. If preparation of a Project specific Biological Assessment for Section 7 consultation with the USFWS is determined to be required, it may be conducted under Task 6, Supplemental Services.

Subtask 3.7.2—Deliverables

1. Initial Draft Permit Applications for each agency referenced in this Subtask 3.7.2. (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam). Draft Permit Applications include:

a. USACE Section 404 Nationwide Permit Pre-construction Notification or Individual Permit Application.

b. San Francisco Bay RWQCQ 401 WQC/WDR Application.

c. CDFW LSAA Notification.

d. Valley Habitat Plan Implementation Application.

2. Final Draft Permit Applications for each agency referenced in this Subtask 3.7.2:one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam, incorporating District comments.

Subtask 3.7.3—Prepare NMFS Biological Assessment

1. In consultation with District, Consultant will prepare for District review the draft and final Biological Assessment (BA), as appropriate, for each dam to facilitate the USACE's formal Section 7 consultation with NMFS regarding potential Project impacts to listed fish species and critical habitat regulated by NMFS.

2. During or prior to preparation of the BAs, Consultant will participate in two meetings between the District and NMFS in order to review potential impacts of Project, related issues, avoidance and minimization measures, conservation measures and potential Project benefits to listed fish. Both Calero and Guadalupe Dams will be addressed within the two meetings.

3. Substantial existing information is available regarding the fisheries habitat associated with Calero and Guadalupe Creeks downstream of the two dams. The Consultant will utilize existing fisheries information to address the potential for the District's Project to result in "take" of the Central California Coast Steelhead DPS in Alamitos, Calero, and Guadalupe Creeks, as well as adverse modification of their habitat, as well as adverse effects on Essential Fish Habitat (EFH), as defined by Section 9 of the federal Endangered Species Act (ESA) and the EFH provisions of the Magnuson-Stevens Act.

4. Consultant will incude the following in the BA :

   a. Detailed analysis of direct, indirect, and cumulative effects of actions affecting waters of the United States, associated listed species, critical habitat, and selected Essential Fish Habitat (EFH) species (as applicable).

   b. Review of downstream water release alternatives.

   c. Identification of the potential for "take" of the Central California Coast Steelhead DPS, adverse modification of critical habitat, and adverse effects to EFH (as applicable), and avoidance and minimization measures.

   d. Where appropriate, identification of additional actions that would assist in species conservation and are tied to tasks identified in recovery plans.

   e. Description of monitoring and reporting programs.

   f. Potential Project effects on the listed species, considering intensity, duration, frequency, and severity of actions.

5. Once complete and approved by the District, the Consultant will submit the BAs to USACE during the CWA Section 404 permitting process under Task 3.7.2. It is assumed that the USACE will then submit the BAs to NMFS for subsequent development of biological opinions (BOs).

Subtask 3.7.3—Assumptions

1. Development of species specific conservation measures for California Central Coast steelhead would be developed under Task 6, Supplemental Services, if required.

2. The BAs will be based on the flow schedules currently utilized by the District or other flow schedules provided by the District.

3. Fisheries field work is not required.

Subtask 3.7.3—Deliverables

1. Draft and Final Biological Assessment (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.7.4—Prepare Habitat Mitigation and Monitoring Plan

1. Consultant will prepare a Draft Habitat Mitigation and Monitoring Plan (HMMP) separate from, but consistent with, the MMRP developed as part of the CEQA process. The final HMMP will be in the form of a report detailing mitigation plans, which will be sent to the resource agencies with the permit applications finalized in Subtask 3.7.5.

2. In the HMMP, the Consultant will identify measures that will be implemented to mitigate temporary and permanent impacts to biological resources resulting from the activities of the proposed Project. This will utilize, as needed, any Fish Rescue and Relocation Plan for each reservoir, and, Flow Maintenance Plan for each reservoir. These plans will be developed as needed, by the Consultant depending on the Staff- Recommended alternative/s. In the HMMP, the Consultant will identify timelines for the implementation of other wetland, waters, and fisheries mitigation defined in the CEQA document, responsible parties, reporting procedures, and other logistics, the frequency of occurrence, and performance standards, as necessary.

3. Consultant will develop a Final HMMP based on District comments on the Draft plan (one-round of comments).

Subtask 3.7.4—Assumptions

1. The HMMP will summarize proposed wetlands, waters, and fisheries mitigation developed in the permitting tasks (Subtask 3.7.1 and 3.7.2). This task will not

include the development of additional mitigation design drawings or specifications.

2. Mitigation for Calero and Guadalupe Dams will be coordinated, so that impacts for both dams will be analyzed together, and proposed mitigation for both will be packaged to the extent allowed by regulatory agencies. Since Almaden Dam is also in the Guadalupe Watershed, coordination will be required with respect to aquatic habitat impact evaluation.

3. Mitigation for upland species/habitats is available through purchase of conservation credits through the SCV HCP process and a detailed plan is not required for these species/habitats. If the HCP process is not in effect, a separate HMMP for upland species / habitats will be developed under Task 6, Supplemental Services.

4. Tree removal is exempt from the County of Santa Clara Tree Removal Ordinance.

Subtask 3.7.4—Deliverable

1. Draft and Final Habitat Mitigation and Monitoring Plan (HMMP) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.7.5—Prepare Final Permit Applications

Based on the comments received from District, Consultant will prepare the final permit applications for the Project, which District will distribute, as appropriate. Consultant will submit, in one package, all technical information that went into the biological assessment and permit applications. This may include, but not be limited to, GIS files, vegetation or wildlife survey results, cultural, and resource data.

Subtask 3.7.5—Deliverable

1. Final Permit Applications (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.7.6—Provide Support during Permit Negotiation

Consultant will provide support to District during permit negotiations. This support may take the form of strategizing with District, preparing handouts and/or displays, attending meetings to answer questions and/or give short presentations. At District discretion, Consultant may be responsible for preparing meeting notes to document meeting discussions and outcomes.

Subtask 3.7.6—Assumption

1. Six (6), four-hour joint agency meetings in Santa Rosa, Sacramento, San Francisco, or District Offices.

Subtask 3.7.6—Deliverables

1. Negotiation meeting(s) material and displays (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

2. Attendance at negotiation meeting(s) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

3. Meeting Notes (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.7.7—Prepare Reservoir Dewatering Plans, Fish Rescue And Relocation Plans And Flow Maintenance Plans

1. The Consultant will prepare up to two reservoir-specific dewatering plans, one for each dam, as required under the Santa Clara Valley Habitat Conservation Plan (SCVHCP) and CEQA if dewatering is required for the preferred alternative. Each plan will cover the schedule and method of dewatering and will refer to both a Fish Rescue and Relocation Plan and a Flow Maintenance Plan to address potential impacts to fisheries resources within and downstream of the reservoir.

2. The Fish Rescue and Relocation Plan will be prepared according to the requirements of the SCVHCP and the requirements of CDFW for preparation of a 1602 Lake and Streambed Alteration Agreement for the proposed Project.

3. Consultant will utilize existing information to evaluate potential fish relocation needs at each reservoir. The Fish Rescue and Relocation Plan will address methods, personnel qualifications, schedule, and monitoring for proposed fish rescue activities. Consultant will coordinate agency contact with the District, as appropriate, to identify specific issues for fish rescue including relocation locations and strategies to address non-native, invasive species.

4. Consultant will develop a Construction Period Flow Maintenance Plan for the stream reaches located downstream of each dewatered reservoir. This plan will identify feasible measures that would be implemented by the District during construction to maintain minimum flows to maintain downstream fisheries habitats.

Subtask 3.7.7—Assumptions

1. This task will be based on existing flow and habitat data available to the Consultant.

2. District will provide available background information related to fisheries at the designated relocation sites.

3. Two meetings with District staff and agencies as appropriate to discuss measures incorporated into these plans.

4. Collection of field data, if required, would require a separate scope and cost estimate under Supplemental Services.

Subtask 3.7.7—Deliverables

1. Draft and Final Reservoir Dewatering and Fish Rescue Plan.
2. Draft and Final Flow Maintenance Plan.

TASK 4—DEVELOP ON-SITE BORROW AND SPOIL REQUIREMENTS (UNCHANGED)

The Planning Study Report will include an assessment of potential borrow and spoil disposal sites at Calero and Guadalupe dams. Consultant will identify on-site quarry/quarries and on-site spoil disposal/stockpile areas for both dams, starting during the planning phase to allow permits to be obtained commensurate with certification of the environmental documents.

1. Borrow Sites

The dam retrofit (buttressing) alternatives, as documented in the previously prepared Seismic Stability Evaluation reports, will require several hundred thousand cubic yards of material (borrow) that will need to meet certain density and gradation requirements. Preliminary quantity estimates indicate up to 225,000 cubic yards at Calero Dam and 135,000 cubic yards at Guadalupe Dam (subject to confirmation based on further engineering analysis) will be needed.

2. Spoil Disposal Sites

Downstream buttressing options will require removal of soils and weathered rock to suitable foundation material and will need to be spoiled on-site. In addition, inlet and outlet improvements including tunneling (or other) work will generate spoils that require disposal on or off-site.

The borrow and spoil evaluation will include the following subtasks with a goal of a two-step process that allows the results from Subtask 4.1 to inform the scope and direction of Subtask 4.2.

Subtask 4.1—Conduct a Borrow and Spoil Siting and Suitability Study

1. To assess potential rock and general embankment fill borrow areas, the Consultant will perform the following Activities A through G, for Calero and Guadalupe Dam / Reservoirs:

a. Evaluate the preliminary quantities and quality of borrow needed for the alternatives

b. Assess potential staging areas for material handling for the Project alternatives.

c. Review available on-site and regional information to identify candidate on-site borrow sources, stockpile and spoil disposal areas at the reservoirs.

d. Develop screening criteria to prioritize candidate on-site borrow and spoil locations based on environmental, accessibility, and engineering considerations.

e. Conduct a meeting with the District to screen the borrow source and spoil disposal areas to select sites for field reconnaissance level studies.

f. Perform a geologic field reconnaissance of potential borrow areas by an engineering geologist from the Consultant. The goals of the reconnaissance will be to: a) confirm/define the limits of rock types potentially useful and b) categorize rock exposures within these limits according to a four-class ranking (A through D) that takes into account rock strength, rock hardness, and degree of weathering. Observations made during the geologic reconnaissance will be documented on a field geologic map and photographs will be taken of each area.

g. Perform a geotechnical reconnaissance of potential borrow and spoils disposal areas by a geotechnical engineer and environmental specialists from the Consultant. The goals of the spoils disposal reconnaissance will be to: a) review the apparent geotechnical conditions at each location; b) assess the potential slope stability and erosion impacts at each location; c) assess the sites from an environmental impact perspective. Observations made during the reconnaissance will be documented on a field map and photographs of each site will be taken and catalogued.

2. The desktop and field reconnaissance studies will be documented by the Consultant in a draft and final Borrow and Spoil Siting Technical Memorandum. The Technical Memorandum will provide a summary of the findings of the Task 4.1 activities and present recommendations for a preferred on-site borrow and spoil site for Task 4.2 studies.

Subtask 4.1—Assumptions

1. On-site borrow and/or spoil sites are assumed.

2. The geologic, geotechnical and environmental reconnaissance will be conducted in four days (two days per reservoir location).

3. The Consultant will conduct up to two meetings with the District to screen candidate sites for the Task 4.1 reconnaissance, and then select preferred borrow and spoil site/s for Task 4.2 studies

4. Field reconnaissance will be performed at up to four (4) total borrow and/or spoil sites for each reservoir location.

5. Up to four (4) borrow and/or spoil sites will be identified for each reservoir for Task 4.2 studies.

6. One consolidated set of District comments will be incorporated into the Borrow and Spoil Siting memorandum to finalize the draft document.

Subtask 4.1—Deliverable

1. Draft and Final Technical Memorandum on Borrow Sites and Spoil Disposal Areas (one for Calero Dam and one for Guadalupe Dam).

Subtask 4.2—Identify Preferred Borrow and Spoil Sites

The Consultant will develop a footprint of borrow and spoil site disturbance areas to be used in the preparation of the Staff-Recommended alternative for preliminary design. The Consultant will also provide initial design parameters to allow the design phase consultant to prepare plans and specifications, and allow early consultation for potential permits.

Task 4.2—Activities will include the following:

A. Preparation of a geotechnical work plan addressing the following elements:

   1. Proposed types of exploration (test pit, boring, or seismic velocity survey).

   2. Specific purpose of each exploration.

   3. Location, size, depth, and means of completing each exploration.

   4. Means of accessing the location where the exploration will be completed, along with any necessary right of entry protocols.

   5. Identification of the excavation, drilling, and/or other subcontractors who will execute the exploration work, including proof of insurance and appropriate licensing.

   6. Identification of the professionals from the Consultant team who will manage and undertake the exploration work.

7. Means of clearing the proposed exploration locations for underground utilities/improvements.

8. Permitting needs specific to the exploration activities (including CEQA, as applicable). This will include depiction of exploration footprints, staging and laydown areas and access routes on site plans to assist with environmental clearances and right of entry permits.

9. Environmental monitoring needs during the exploration.

10. Site restoration requirements.

B. Perform a geotechnical exploration program including 6 borings up to 40 feet in depth, 20 excavation pits up to 15 feet in depth, and 4 seismic refraction lines with a total length of up to 2,000 feet (combined for both reservoir sites).

C. Perform a geotechnical laboratory testing program to characterize suitability of borrow materials, and determine whether the sites will yield suitable materials based on anticipated excavation volumes, requirements for new fills, and shrink/swell factors. Spoil sites will also be characterized to determine geotechnical suitability for receiving either temporary stockpile materials or permanent spoils and waste rock from processing.

D. Perform preliminary engineering evaluation using geotechnical field and laboratory data to develop the following:

1. An initial estimate of rock production (usable vs. wastage).

2. Identification of the depth to competent material, its density, and initial range of suitable gradation needed for buttressing that could affect the size or footprint of disturbance that will need to be evaluated under CEQA.

3. Identification of the presence of any large-scale subsurface variations that may affect the size of the quarry site to confirm the suitability of the preferred site or adverse geotechnical conditions to assist the District in selecting other sources of borrow.

E. Develop maps as part of a preliminary borrow and spoil plan. These maps will be developed using available County of Santa Clara Light Detection and Ranging (LIDAR) data files (or District files, if available) to create AutoCAD Civil 3D files that will allow for readily estimating the amount of land needed for a) topsoil spoil; b) rock processing and stockpiling areas; c) proposed haul roads to/from the dams; and d) proximity to local communities and species of concern that may be affected by the noise (blasting, rock processing, & trucks), dust, lighting associated night-time work, etc.).

F. Evaluate the preferred borrow and spoil sites for potential cultural or paleontological impacts. This work will be incorporated into the proposed borrow plan to avoid critical sites and minimize other impacts to obtain an environmentally permittable approach.

G. Prepare a Technical Memorandum summarizing the findings of the borrow and spoil siting suitability study for the activities described above, including a presentation of excavation, grading and restoration plans, test pit and boring logs, and laboratory test results, and findings of the preliminary engineering evaluation.

Subtask 4.2—Assumptions

1. This Scope of Services is limited to the pre-feasibility through feasibility-level of analysis.

2. Test pit, boring, and seismic refraction survey exploration progress dependent upon terrain and environmental monitoring requirements.

3. The on-site studies will be conducted at up to two (2) borrow and/or spoil / staging locations per reservoir location.

4. The construction and subsequent restoration of haul roads will not be necessary to conduct geotechnical explorations.

5. Geotechnical exploration will be conducted on District property or property the District has a right to enter.

6. The Consultant will perform the exploration work in accordance with the best management practices described in the District's Dam Maintenance EIR(Reference Materials Nos. 14 and 15).

7. Consultant will design the geotechnical studies with the goal of avoiding impacts through the proper timing and placement of study locations. Consultant will attempt to design the studies to avoid impacts to wetlands, sensitive species habitat, and cultural resources sites and include avoidance and minimization measures such as pre-study surveys to avoid impacts. If impacts can be avoided, it is assumed that the work can be conducted under a CEQA Section 15306 (Class 6) Categorical Exemption for information collection and Consultant will prepare Categorical Exemption documentation under Task 2.1.2.7 using District guidance for their preferred format. If impacts cannot be reasonably avoided then Consultant will prepare a brief Initial Study and Negative Declaration or Mitigated Negative Declaration to satisfy CEQA requirements as described under Supplemental Services Task 6.7.

8. Hazardous materials testing and disposal will not be necessary at exploration locations.

9. Dredging associated with work upstream of Guadalupe Dam may contain trace amounts of mercury that will need to be addressed. Sampling immediately in advance of dredging could allow non-hazardous soils to be disposed of on-site while soils deemed hazardous would need to be disposed of at an approved off-site location. No over-water exploration work or environmental sampling and testing is included in the Task 4 Scope of Services. If such services are needed, they would be performed under Task 6 Supplemental Services.

10. Two preliminary excavation, haul road grading and restoration plans (one per each reservoir location) will be prepared for the borrow areas for use in planning-level mass balance estimates for the sites. These plans will be included in the Report documenting Footprint of Disturbance (See Task 4.2 Deliverables).

11. One consolidated set of District comments will be incorporated into the Geotechnical Work Plan, Feasibility Level Geotechnical Study, and Documentation of Footprint Disturbances to finalize the draft documents.

Subtask 4.2—Deliverables

1. Draft and Final Geotechnical Study of Preferred Borrow (Quarry) Site/s, one for Calero Dam and one for Guadalupe Dam.

2. Draft and Final Report documenting the Footprint of Disturbance associated with the preferred borrow and spoil sites (one for Calero Dam and one for Guadalupe Dam).

TASK 5—DESIGN SUPPORT (REVISED)

In a supportive role, the Consultant will be responsible for reviewing the design consultant's work for consistency with the planning assumptions and requirements (Design Review). The Design Review is not meant to replace or absolve the Engineer of Record of its roles and responsibilities relative to the design. It is understood that the Engineer of Record assumes full responsibility for the design.

Subtask 5.1—Review of 30% Design Deliverable

1. Consultant will meet with the District and design consultant to receive 30% design deliverables and discuss design progress, considerations, and challenges. Consultant will perform a comprehensive review of plans, specifications, and cost estimates; and provide comments and recommendations in a 30% Design Review Memorandum. It is assumed that 30% design documents will include outline specifications and minimally developed details.

Subtask 5.1—Deliverable

1. Draft and Final 30% Design Review Memorandum.

Subtask 5.2—Review of 60% Design Deliverable

1. Consultant will meet with the District and design consultant to receive 60% design deliverables and discuss design progress, considerations, and challenges. Consultant will prepare a comprehensive review of plans, specifications, and cost estimates; and provide comments and recommendations in a 60% Design Review Memorandum. It is assumed that 60% design documents will include first draft complete specifications and substantially developed details.

Subtask 5.2—Deliverable

1. Draft and Final 60% Design Review Memorandum.

Subtask 5.3—Review of 90% Design Deliverable

1. Consultant will meet with the District and design consultant to receive 90% design deliverables and discuss design progress, considerations, and challenges. Consultant will perform a comprehensive review of plans, specifications, and cost estimates; and provide comments and recommendations in a 90% Design Review Memorandum. It is assumed that 90% design documents will be considered "bid ready."

Subtask 5.3—Deliverable

1. Draft and Final 90% Design Review Memorandum.

Subtask 5.4—Other Design Support

1. Consultant will meet with the District and design consultant to review preliminary design documents, technical memoranda and reports. The Consultant will provide review comments and recommendations. The Consultant will also review other design documents and provide comments.

Subtask 5.4—Deliverable

1 Review comments on design documents.

TASK 6—SUPPLEMENTAL SERVICES (UNCHANGED)

The District may require, and Consultant will perform, Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, Consultant will obtain written authorization in the form of a Task Order (see Attachment Three - Task Order Template) approved by the District's Water Utility Capital Division Deputy Operating Officer (DOO).

REVISED APPENDIX ONE
SCOPE OF SERVICES

A. Details of the specific scope, deliverable, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.

B. The Not-To-Exceed Fees for each Supplemental Services Task Order will be based upon the Hourly Rate Schedule (time and material) as described in Appendix Two, Fees and Payments, of this Agreement, and must include all of the following information:

1. The agreed upon scope of services requested by the District,

2. The total not-to-exceed amount for Consultant to complete the Supplemental Services Task Order on a Time and Materials basis,

3. The schedule for completing the Supplemental Services Task Order; and

4. Consultant key staff and classifications that will be assigned to complete the Supplemental Services.

C. The Supplemental Services Task Order fees will not be exceeded by Consultant without prior written authorization from the District's Water Utility Division DOO.

D. Under no circumstances will Consultant commence the Supplemental Services until:

1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Water Utility Division DOO; and

2. The Consultant receives a Task Order Notice-To-Proceed from the District's Project Manager.

E. The Consultant will perform, based on District approval, the following Supplemental Services:

Task 6.1—Implement Value Engineering / Constructability Review

Consultant will perform Value Engineering (VE) and Constructability reviews according to the following subtasks.

Subtask 6.1.1—Arrange and Conduct Value Engineering (V E) Sessions

Value Engineering (VE) studies will be used to compare conceptual designs by evaluating their comparative economic advantages and disadvantages in addressing seismic retrofit issues, PMF issues and inlet/outlet issues. Consultant will include early cost benefit analysis using a one-page high-low business case model for each of the ideas formulated to address potential failure modes and remedial alternatives. The Consultant will:

a. Conduct a feasibility-level VE session of the proposed retrofit scope of work during the Planning Phase.

b. Provide Certified Value Engineering Specialist or Associated Value Engineering Specialist as Value Engineering team leader.

c. Provide necessary design disciplines and cost estimator/scheduler.

d. Include operability and maintainability assessments.

e. Prepare draft and final Value Engineering Report.

f. Identify strategies for accelerating the Project's completion.

Subtask 6.1.1—Assumptions

1. The anticipated not-to-exceed fee includes preparation of one page business case evaluation for ideas early-on, which will assist the Project team in developing conceptual designs that will accelerate the Project's completion.

2. The anticipated not-to-exceed fee also assumes that the VE workshop for each dam will consist of a 4-day workshop located at a District-provided facility, with the Consultant providing 3 technical discipline staff in addition to the VE Team Leader and a cost estimator/scheduler.

3. District will provide a participant familiar with the site issues and with operation and maintenance of each dam, as well as its integration into District water delivery facilities.

Subtask 6.1.1—Minimum Deliverables

1. Value Engineering session.
2. Value Engineering Draft and Final Report.

Subtask 6.1.2—Arrange and Conduct Constructability Reviews

Calero Dam and Guadalupe Dam each have challenging operational, engineering and permitting needs, and separate constructability reviews will be performed for each. The Consultant will arrange for and conduct feasibility-level constructability reviews and prepare a Constructability Review Memorandum for each dam and submit for District's consideration and approval. The constructability review sessions will lay out the proposed designs, construction sequence, relationship between construction activities and the construction methodology envisioned for retrofits to the dams and include the effects of potential CEQA permitting constraints that may limit some construction techniques. The construction challenges identified will be outlined to the engineering team, estimator/scheduler, environmental planners, and District operations staff and their input will be included in the Constructability Review Memorandum. The

constructability review will also take into into account the risk management strategy to refine construction sequences and methods in order to minimize the potential for disruption of reservoir during construction.

Prior to the constructability review sessions, the Consultant will prepare an agenda for review and approval by the District that includes session purpose and goals, summary of key issues and timing of key segments planned for the sessions.

Subtask 6.1.2—Assumptions

1. The constructability review workshops will be performed after refinement of Feasible Alternatives under Subtask 2.2.3 but prior to identification of the Staff Recommended Alternative in Subtask 2.2.4, when design concepts have been developed to approximately the 10% stage of design development.

Subtask 6.1.2—Minimum Deliverables

1. Constructability review session.
2. Constructability Review Memorandum.

Task 6.2—Additional Geotechnical Investigations

1. Consultant will perform additional geotechnical investigations if site conditions warrant additional data needs. Recommendations will include a draft scope of services and draft sampling plan, rationale for the additional services, fees, and schedule of completion. Additional geotechnical investigation may include but not limited to:

   a. Design of Seepage monitoring, collection and disposal at Calero Dam.
   b. Calero Dam site.
   c. Guadalupe Dam site.
   d. Potential new tunnel outlet for the two dams.
   e. Potential new weir.
   f. Spillway modifications.
   g. Borrow site investigations.

2. Identified Seepage Areas at Calero Dam: Based on the recommendations provided in the Calero Main Dam Forensic Geologic Report (Forensic Report) subsurface exploration consisting of rotary borings in foundation and embankment areas may be considered. Areas of exploration may include the right abutment foundation, embankment and downstream left toe seepage areas. Recommendations for additional subsurface exploration will be made, if any, after Consultant's site reconnaissance and seepage evaluation studies as described in Section 2.1.2.3.

3. Calero and Guadalupe Dam sites: The earthfill buttress alternatives for Calero and Guadalupe Dams would result in new embankments extending outside the current dam footprints. As scoped in Task 2.1.2.2 three (3) borings per dam site are planned near the toe of Calero Dam and Guadalupe Dam to provide information on stratigraphy and assist

with preliminary estimates of foundation excavation extents and quantities for a given alternative. Additional explorations beyond those scoped in Task 2.1.2.2, if determined necessary, will be performed under this Task 6 Supplemental Services.

4. Potential New Tunnel Outlets and Weir and Spillway Modifications: The existing geotechnical and geologic studies of the Guadalupe and Calero sites may be sufficient to characterize tunnel outlet alignments for the development and screening of conceptual alternatives. However, geophysical surveys at tunnel outlet and spillway areas could further characterize subsurface conditions, could be used to determine candidate locations for future explorations once the configurations of the preferred alternatives are better defined, and would be relatively economical to perform while planning concepts and footprints are under development. The geophysical data can also be integrated with existing and future geotechnical and geologic data.

5. Geophysical studies would consist of seismic refraction surveys in overland areas of the outlet alignments, and in weirs and spillway areas to determine the depth of alluvial or colluvial materials. The Consultant will analyze the results from the seismic refraction surveys and geologic mapping in conjunction with established criteria to evaluate the relative rippability and excavatability of harder rock units in spillway, weir, and outlet areas.

Task 6.2—Assumptions

1. Consultant anticipated not-to-exceed fees for this subtask 6.2 includes costs for preparation of additional exploration workplan, drilling permits, mobilization/demobilization of field exploration equipment, 6 days of exploration, (generally equivalent to one 80-foot boring or two 40-foot borings per day), obtaining samples of soil and rock, logging of borings, clean up and grouting of boreholes, nominal physical laboratory testing on samples, and providing final boring logs with descriptions of soil and rock encountered and laboratory test results.

2. Consultant anticipated not-to-exceed fees for this subtask 6.2 includes two days of seismic refraction surveys.

3. The anticipated scope of services for this subtask 6.2 is limited to the pre-feasibility through feasibility-level of analysis.

4. The construction and subsequent restoration of access roads will not be necessary to conduct geotechnical explorations.

5. Geotechnical exploration will be conducted on District property only.

6. The Consultant will perform the exploration work in accordance with the best management practices described in the District's approved Dam Maintenance EIR.

7. Any necessary CEQA documentation /permitting will be limited to preparation of Categorical Exemptions, Negative Declarations or Mitigated Negative Declarations.

8. Hazardous materials testing and disposal will not be necessary at exploration locations.

Task 6.2—Minimum Deliverable

1. Draft and Final Reports (Various).

Task 6.3—County Of Santa Clara Permit Application

Construction of the Project and property acquisition will require permits/authorizations from the County of Santa Clara (County) to ensure consistency with County's planning, zoning, building, and public works regulations. If requested by the District, Consultant will assist the District in obtaining permits/authorizations from the County . Consultant will prepare a permit application package for compliance with the County for Calero and/or Guadalupe Dams.

Consultant will prepare the following items in support of the permit applications:

a. Determine the need for permits/authorizations based on engineering specifications and County Requirements.

b. Draft and Final Cover Letter. The cover letter will briefly describe the Project and the Project activities that are subject to permitting. The cover letter will describe the contents of the permit application binder.

c. Draft and final County Permit Application Forms.

Task 6.3—Assumption

1. The level of effort to support this supplemental service is assumed to be 100 hours per dam.

Task 6.3—Minimum Deliverables

1. Draft and Final Cover Letter.
2. Draft and Final County Planning, Building, and Public Works Permit Application Forms.

Task 6.4—Tree Removal Permits

Construction of the Project may require impacts to trees protected by County ordinances. For each dam, The Consultant will determine the need for a County Tree Removal Permit, and, as needed, conduct a tree survey, consult with the County on appropriate revegetation, prepare a revegetation plan, and prepare a County tree removal permit for Calero and/or Guadalupe Reservoirs. Tree impacts may also need to be addressed in an Encroachment Permit from the County Department of Roads and Airports. If riparian trees are impacted, riparian tree impacts will need to be addressed for CDFW. Finally, impacts to oak woodlands are anticipated and will need to be addressed under the California Public Resources Code 20183.4, the Oak Woodland Conservation Act. Impacts to oak woodlands will need to be evaluated (significance, mitigation measures) as part of the environmental analysis for CEQA.

Task 6.4—Assumptions

1. Four, 2-hour phone calls with the County.

2. Tree surveys at additional Project sites would require a separate scope and cost.

3. Tree surveys will be limited to 100 person-hours, and would address up to 2.5 miles of access road as well as the Project work area at the dam site.

4. Revegetation plans will be integrated with all relevant CEQA mitigation plans related to mitigation for vegetation impacts.

Task 6.4—Minimum Deliverables

1. Draft and Final County Tree Permit Application.

2. Draft and Final Tree Survey Map with the accurate location, number, species, size (diameter measured four and one-half feet above ground, approximate height, and approximate canopy diameter), general health, and approximate age, if known, of trees to be removed.

3. Draft and Final Revegetation Plan.

Task 6.5—Special Status Plant Protocol Surveys

As stated in Condition 13 of the SCVHCP, special status plant surveys are required in sensitive habitats. For this Task 6.5, a qualified botanists will perform surveys as specified in the SCVHCP, where the Project could impact sensitive habitat areas, or in other areas, including up to 5 borrow sites per dam, where protocol level plant surveys may be required.

Task 6.5—Assumptions

1. Three rounds of surveys will be required to cover all potential bloom seasons. Each round will require two botanists for one field day each.

2. Project will avoid any special status plants documented during the plant surveys. A salvage plan, if required, may be performed under Task 6.13, Other Supplemental Services.

Task 6.5—Minimum Deliverable

1. Draft and Final Plant Surveys Technical Memorandum.

Task 6.6—Monitoring for Geotechnical Studies

Depending on the location, habitat, soil type and other factors, field geotechnical investigations may require monitoring of biological or cultural resources for compliance with regulatory permits.

Consultant will provide qualified staff monitors with the permits, approval, or training required by relevant permits. The monitors shall provide initial environmental training materials to the geotechnical contractor.

Task 6.6—Assumptions

1. Up to 10 days of biological monitoring.

2. Up to 4 days of cultural resource monitoring.

3. Ongoing environmental training of new field personnel shall be performed by the geotechnical contractor using provided materials.

Task 6.6—Minimum Deliverable

1. Draft Monitoring Results Memorandum.

Task 6.7—CEQA & Regulatory Compliance For Geotechnical Studies

As described under Task 2.1.2, Investigations and Analysis for the Planning Study, Consultant has assumed that impacts can be avoided through planning of the geotechnical investigations. If impacts cannot be reasonably avoided then Consultant will prepare a brief Initial Study and Negative Declaration or Mitigated Negative Declaration (IS/ND-MND) under this task to satisfy CEQA requirements. Consultant will use the District's existing documentation of resources and habitat level studies to evaluate potential impacts to biological resources within the survey area and vicinity to meet Valley Habitat Plan species-specific survey requirements, and recommend avoidance measures wherever possible to avoid impacts to special status species and waters of the US or State of California. The Initial Study checklist will be accompanied by discussions of resources area that may be impacted, including the nature of the impacts and proposed minimization and avoidance measure or mitigation measures.

Consultant will provide an administrative draft document for District review and will finalized this based on District comments. Consultant will work with the District to obtain approval of the ND-MND and will submit a Notice of Intent to adopt a Negative Declaration along with 15 copies of the documents to the State Clearinghouse to begin the 30-day public review period. Consultant will provide notification to the public in the form a notice in a local newspaper.

Task 6.7—Assumptions

1. No public meeting or other hearings will be necessary.
2. The District will receive up to three public comment letters that require formal responses.
3. District will pay for newspaper advertisements directly.

Task 6.7—Minimum Deliverables

1. Administrative Draft and Final IS/MND for geotechnical studies at each dam, as needed.
2. Fifteen (15) copies of Document to State Clearinghouse.

3. Draft and final text for newspaper notice.

Task 6.8—CDFW Incidental Take Permit Application (California Fish and Game Code 2081)

1. If the SCVHCP is not approved prior to initiation of permitting for Calero and Guadalupe dams, the Consultant will prepare a CDFW Incidental Take Permit (ITP) Application (under California Fish and Game Code 2081). Separate Incidental Take Permit Applications will be prepared for each of the dams to address potential take of state-listed species during construction or operation of the dams.

2. The Consultant will use the District's existing documentation of resources and habitat level studies to evaluate potential impacts to state-listed species within the Project areas and vicinity. To the extent possible, the ITP applications will be based on the information provided in the Biological Assessment submitted to the USFWS for federally listed species.

3. The ITP applications will address each state-listed species under the jurisdiction of CDFW and will incorporate the following components:

4. Detailed analysis of direct, indirect, and cumulative effects of actions affecting state listed species and associated habitats.

5. Identification of the potential for "take" of state-listed species and specific measures to avoid or minimize potential take to the extent practicable.

6. Where appropriate, identification of additional actions that will assist in species conservation including actions identified in the Habitat Mitigation and Monitoring Plan will be developed under Supplemental Services.
7. Description of the monitoring and reporting programs necessary to assure CDFW that they will know when the authorized amount or extent of take is approached or exceeded.

Task 6.8—Assumptions

1. The ITP will utilize existing data or data collected under other tasks performed by the Consultant under this Agreement.

2. Development of habitat mitigation and monitoring plans, if required, will be conducted under subtask 6.13 Other Supplemental Services.

3. Consultant will prepare two administrative drafts and one final version of the ITP applications and will attend two meetings with CDFW and the District during preparation of the documents.

Task 6.8—Minimum Deliverables

1. First administrative draft ITP applications.

2. Second administrative draft ITP applications.
3. Final ITP applications.

Task 6.9—Habitat Mitigation and Monitoring Plan

In the event that the SCVHCP is not approved prior to initiation of permitting, Consultant will prepare a Habitat Mitigation and Monitoring Plan (HMMP) for upland species (including special status amphibians) in addition to the HMMP for fisheries developed in Task 3. The HMMP will identify conceptual measures that will be implemented by the District to mitigate temporary and permanent impacts to upland (including amphibians) federal and state listed species and sensitive habitats resulting from each of the Projects, including construction and operation. The HMMP would also address actions required to mitigate impacts to wetlands and other waters regulated by the USACE and the RWQCB under the federal Clean Water Act and the riparian habitats regulated by the CDFW under Section 1600 of the California Fish and Game Code.

Separate documents would be prepared for each of the dams. The HMMP documents will identify and describe the following information:

a. Upland habitats and species requiring mitigation.
b. Goals of mitigation.
c. Proposed mitigation measures.
d. Proposed mitigation locations.
e. Conceptual Implementation Plans.
f. Conceptual Maintenance and Monitoring.
g. Performance standards and criteria.
h. Contingency Measures.

Task 6.9—Assumptions

1. The HMMP will provide conceptual level details of proposed habitat mitigation and monitoring for the two Project Components consistent with the Planning Phase of the Project.

2. Consultant will provide 5 hard copies and one electronic version of the Final HMMP. The District will submit the Final HMMP to the regulatory agencies with the final permit applications developed in Task 3.

3. If requested by the District, the Consultant will prepare one revised version of the Final HMMP based on input from the resource agencies up to and equal to the level of effort required to produce the final version of the HMMP.

4. Collection of data not already acquired by the District or the Consultant in other tasks for the Project, including focused surveys for wetlands, waters or special status species, will be addressed under subtask 6.13 Supplemental Services.

5. The HMMP will summarize information developed in the permitting Tasks (Task 3.7). This task will not include the development of final plans or specifications required to construct and implement the proposed mitigation.

Task 6.9—Minimum Deliverables

1. First administrative draft HMMP.
2. Second administrative draft HMMP.
3. Final HMMP.

Task 6.10—Fisheries Technical Memorandum

Steelhead conservation measures will be required to support the formal consultation with the National Marine Fisheries Service (Task 3.7.3). The Consultant will prepare a technical memorandum that will identify and evaluate feasible steelhead conservation measures within the Guadalupe River watershed including Guadalupe Creek below Guadalupe Dam, Alamitos Creek below Almaden Dam and Calero Creek below Calero Dam. This information will be developed concurrent with the planning phase of the Project so that any data gaps can be addressed prior to the initiation of the permitting tasks (Task 3.7).

This memorandum will specifically include the following elements:

1. Summary of existing studies and agreements for steelhead habitat in the Guadalupe River watershed;

2. Description of existing steelhead passage conditions below Guadalupe and Calero dams;

3. Description of the extent and condition of existing steelhead spawning and rearing habitat above and below Guadalupe and Calero dams;

4. Feasible measures to improve or maintain steelhead habitat in the Guadalupe River watershed; and

5. Potential Data gaps that would require additional studies and analysis.

Task 6.10—Assumptions

The anticipated not-to-exceed amount associated with this Task is based on the following assumptions:

1. The technical memorandum will provide conceptual level details of potential fisheries conservation measures consistent with the Planning Phase of the Project.

2. Collection of data not already acquired by the District or the Consultant in other tasks for the Project will be addressed under subtask 6.13 Other Supplemental Services.

3. Feasibility of fisheries conservation measures will be evaluated based on existing information available to the Consultant.

Task 6.10—Deliverables

1. Draft Fisheries Technical Memorandum
2. Final Fisheries Technical Memorandum

Task 6.11—Treatment Plan For Historic Resources

If required as a condition for the completion of Section 106 compliance and issuance of the USACE 404 permit, Consultant will prepare a Treatment Plan for the relocation of National Register of Historic Places (NRHP)-eligible structures associated with the Bailey/Fellows Ranch. The Treatment Plan will serve as a guide for the conservation, treatment, relocation, and rehabilitation of the structures. The Treatment Plan will be prepared in consultation with the USACE and SHPO and will be consistent with the *Secretary of the Interior's Standards for Rehabilitation* and the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

Task 6.11—Assumption

1. The Treatment Plan will be based on previously completed studies of the ranch structures including the analysis and recommendations from those studies.

Task 6.11—Deliverables

1. Draft Historic Resources Treatment Plan.
2. Final Historic Resources Treatment Plan.

Task 6.12—Additional Quantities of Services and Deliverables

Consultant will provide additional services and deliverables beyond the quantities of services and deliverables stated in Tasks 1 through 5 to include but not limited to:

1. Additional meetings, including meetings and phone calls of longer duration than specified.

2. Additional status/progress reports.

3. Additional technical studies.

4. Technical services including CADD, hazardous materials, right-of-way, environmental and biological studies.

5. Additional public outreach support.

Task 6.13—Other Supplemental Services

Other Supplemental Services Consultant may perform at the request of District in accordance with Task 6, may include but not limited to:

1. Additional data collection.
2. Salvage plans for special status plants.

VI. ADDITIONAL TERMS AND CONDITIONS (REVISED)

A. Consultant as Independent Contractor

1. Consultant will perform all services as an independent contractor and not an agent or employee of District.

2. The expertise and experience of Consultant are material considerations for District'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's obligations hereunder, without prior written consent of District, in the form of an Amendment executed by both 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 moneys 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 the District.

B. Consultant's General Responsibilities

1. Standard of Care

a. Consultant and its sub-consultants must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.

b. Consultant and its sub-consultants must perform 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.

2. Unless the requirements for the Scope of Services described in this Agreement are specifically modified in writing, Consultant must provide its services and deliverables as required.

C. Confidentiality

1. Due to the nature of the services the Consultant will provide under the Agreement, there may be disclosure to the Consultant of detailed information about the District'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.

2. The Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately. In the event the Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of the Consultant's employees, its subcontractors, and its subconsultants authorized by the District to have the information.

3. Consultant will notify the District's Project Manager immediately of any request by any third party to have access to the information, and will not disclose the requested information without first receiving express written authorization from the District's Project Manager. The requirements of this section will survive completion, termination, suspension, and expiration of the Agreement.

D. Project Management

1. The Project Manager for the District is Bal Ganjoo, Senior Project Manager.

2. The Project Manager for Consultant is as indicated in Revised Attachment One of this Appendix.

3. The District's Project Manager or his designee is the only person authorized to accept Consultant's deliverables on behalf of the District.

E. Task Orders

1. Supplementary Services will be assigned to the Consultant through issuance of Task Orders. After Supplementary Services to be performed under this Agreement are identified and communicated to Consultant by the District Project Manager, the Consultant will prepare a proposed Task Order. The proposed Task Order must identify the following:

   a. Description of the services, including deliverables,

b. The total not-to-exceed amount for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services,

c. Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District Project Manager,

d. Estimated cost of each reimbursable expense, including any applicable fees, and

e. Time schedule for completing the services.

2. The Consultant agrees that the not-to-exceed amount 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 authorized representatives of both the District and the Consultant.

The Consultant must not commence performance of services on a Task Order until it has been approved by authorized representatives of both Parties and notice to proceed has been issued by the District's 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 the District for an individual Task Order will not exceed the amount agreed to in the Task Order.

F. Conflict of Interest

1. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement.

2. Consultant represents that Consultant's performance under the Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.

3. Consultant will not bring to the District or use in the performance of Consultant's duties under the 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 the District, for the possession and use of such materials.

4. 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 will not act as a consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.

5. Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not submit a proposal: (i) for any contract to be awarded for construction management, or the construction of any project that is related to the services provided under the agreement; or (ii) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant. (NOTE: this paragraph revised per Amendment No. 1)

G. Term & Termination

This paragraph G. Term and Termination and the following paragraph H. Consultant's Compensation Upon Termination or Suspension, of Article VI. Additional Terms and Conditions, replaces the second paragraph stated in the Standard Consultant Agreement portion of this Agreement, at Section VI. CHANGES IN THE WORK.

1. Term & Automatic Termination

This Agreement encompasses all services for which Consultant is responsible to provide within the time limits and not-to-exceed amount 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 amount of any Task Order.

2. District's Rights

a. Suspension: District may, by written notice to Consultant, suspend any or all services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within ninety (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: District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District'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 H., Consultant's Compensation Upon Termination of Suspension, referenced below.

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 thirty (30) days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District 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 effected for District'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 District are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

H. Consultant's Compensation Upon Termination or Suspension

1. In the event of termination of this Agreement or any Task Order, or suspension of services by District, Consultant shall receive compensation based on satisfactory performance, accepted by the District Project Manager, as follows:

a. For 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. For Reimbursable Expenses—Consultant shall be entitled to receive compensation for all authorized Reimbursable Expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination.

c. In no event shall the total compensation paid for any item of service exceed the payment specified in the applicable Task Order for that item of service.

I. CALIFORNIA FAIR POLITICAL PRACTICES COMMISION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District'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 with the District in a manner prescribed by the District Assuming Office Statement. The Assuming Office Statement shall be filed:

   a. Within thirty (30) calendar days of the effective date of this Agreement; and

   b. Within thirty (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 the District an amendment to their Form 700 any time there is a change to their 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 with the District an Annual Statement in a manner prescribed by the District during the District's annual filing season as determined by the District;

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 the District a Leaving Office Statement with the District when one of the following occurs:

   a. Upon termination of this Agreement; and

   b. Within thirty (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 the District'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 the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from District's Project Manager, Consultant will have fifteen (15) calendar days to remove that employee(s), officer(s), agent(s), subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to the District .

6. Further, 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 the District is deemed a material breach and may result in termination of the Agreement for cause.

J. District Quality and Environmental Management System (QEMS) Fact Sheet (See Attachment Seven (new) to Revised Appendix One)

As an on-site provider of services that has the potential to result in significant environmental impacts, Consultant is required to review the QEMS Fact Sheet, incorporated herein by this reference hereto, with any of the employee(s), sub-contractor(s), and/or subconsultant(s) ("Staff") performing services on behalf of the District, and make Staff aware of the District's Quality and Environmental Policy and their role and responsibility in achieving conformity with the expectations.

K. Release of Information Prohibited

The Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized District personnel. The Consultant will not release any information pertinent to the Project under design or construction for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from the District. Any media inquiry at any time to Consultant relating to any matter concerning services provided or requested to be provided under this Agreement will be referred immediately to the District. Consultant will not communicate with the media regarding any such matter.

L. Formation of Agreement

Formation of an Agreement between the Parties requires accomplishment of the following: (1) execution of the Agreement by Consultant; (2) submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents; (3) submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable; (4) submission by the Consultant, and acceptance by the District, of evidence of the QEMS Awareness and Training certification (See Attachment Seven (new) to Appendix One); (5) submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements ("NDA") or Personal Non-Disclosure Agreements ("PNDA") documents, if applicable; (6) submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable; (7) any other requirements that are deemed necessary by the District, and (8) execution of the Agreement by the District. No contract between the Parties is formed until all eight actions items have been accomplished to the satisfaction of the District. The District Project Manager will not issue a Notice-to-Proceed until all required documents have been submitted and accepted by the District, if applicable.

K. Notices

All notices will be deemed to have been given when made in writing and when delivered or mailed to the representatives of the District and the Consultant at their respective addresses as follows:

District:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Attention: Katherine Oven, Deputy Operating Officer
Water Utility Capital Division
E-mail: KOven@valleywater.org
Phone number: (408) 630 3126

Consultant:

GEI Consultants, Inc.
180 Grand Avenue, Suite 1410
Oakland, CA 94612
Attention: William Rettberg, P.E., Senior Vice President
E-mail: wrettberg@geiconsultants.com
Direct (510) 350-2910
Fax: (510) 350-2901

REVISED APPENDIX ONE
SCOPE OF SERVICES

L. Good Neighbor

The District always strives to be a good neighbor to the community adjacent to its facility. The Consultant will ensure that disturbance to neighbors is minimized. The Consultant, its staff, and subconsultants will always interact with the members of the public in a polite and professional manner.

M. Scope of Services Attachments

The following list of Attachments referred to herein are incorporated in this Revised Appendix One Scope of Services as though set forth in full:

Revised Attachment One—Consultant's Key Staff and Subconsultants
Revised Attachment Two—Dispute Resolution
Revised Attachment Three—Task Order Template
Revised Attachment Four—Reference Materials
Revised Attachment Five—District Procedures and Work Instructions
Attachment Six—DSOD Interim Hydrology Policy
Attachment Seven—QEMS Fact Sheet (New)

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AMENDMENT NO. 2 TO AGREEMENT A3675A

REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

1. Consultant's key staff assigned to the Project are as follows:

Team Member	Project Role	Contact Information
Bill Rettberg-Senior Consultant Grade 8	Project Manager	180 Grand Ave., Suite 1410 Oakland, CA 94612 510-350-2910 wrettberg@geiconsultants.com
Mark Freitas-Senior Professional Grade 7	Deputy Project Manager, Engineering Planning, Geotechnical Engineering,	180 Grand Ave., Suite 1410 Oakland, CA 94612 510-350-2906 mfreitas@geiconsultants.com
Joe Green-Heffern-Senior Professional Grade 7	Engineering Planning, Civil Engineering	180 Grand Ave., Suite 1410 Oakland, CA 94612 510-350-2919 jgreenheffern@geiconsultants.com
Len Sansone-Senior Professional Grade 7	Geotechnical Engineering, Borrow Studies	180 Grand Ave., Suite 1410 Oakland, CA 94612 510-350-2903 lsansome@geiconsultants.com
Steve Verigin-Senior Consultant Grade 8	Principal-in-Charge	2868 Prospect Park Dr, Suite 400 Rancho Cordova, CA 95670 916-631-4574 sverigin@geiconsultants.com
Alberto Pujol-Senior Consultant Grade 8	QA/QC, Design Support and Design Review	180 Grand Ave., Suite 1410 Oakland, CA 94612 510-350-2908 apujol@geiconsultants.com
Dan Wanket-Senior Professional Grade 7	Project Controls, Cost Estimating	180 Grand Ave., Suite 1410 Oakland, CA 94612 510-350-2916 dwanket@geiconsultants.com
Matt Powers-Senior Professional Grade 5	Project Engineer	180 Grand Ave., Suite 1410 Oakland, CA 94612 510-350-2902 mpowers@geiconsultants.com
Enrico Rufini-Senior Professional Grade 5	Engineering Geology	180 Grand Ave., Suite 1410 Oakland, CA 94612 510-350-2912 erufini@geiconsultants.com
Mark Fortner-Senior Professional Grade 7	Hydraulics and Hydrology	2868 Prospect Park Drive Suite 400, Rancho Cordova, CA 916-631-4534 mfortner@geiconsultants.com

REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

2. If necessary and appropriate, Consultant will employ subconsultants it deems appropriate to the complexity and nature of the required Services. All subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain District's approval of all subconsultants. Upon District's request, Consultant must provide copies of all subconsultant contract agreements. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.

The following subconsultants are authorized to work on the Project:

Firm	Project Role	Contact Information
URS Corporation	Environmental, CEQA, Permitting, Dam Engineering Support	300 Lakeside Drive, Suite 400 Oakland, CA 94612, USA T : 510-893-3600 Contact: Bill Martin Phone: 510-874-3020 Contact e-mail: Bill.H.Martin@aecom.com
Cal Engineering & Geology	Geotechnical Investigations, Geotechnical Engineering	1870 Olympic Boulevard, Suite 100 Walnut Creek, CA 94596 T: 925-935-9771 Contact: Phil Gregory, G.E. Phone: 925 935 9771 Contact e-mail: pgregory@caleng.com
David Ford Consulting Engineers	Hydraulics and Hydrology	2015 J Street, Suite 200 Sacramento, CA 95811 T: 916-447-8779 F: 916-447-8780 Contact: David Ford Phone: 916-447-8779 Contact e-mail: ford@ford-consulting.com
H. T. Harvey & Associates	CEQA and Permitting Support, Biological Impacts, HCP Compliance	983 University Avenue Building D Los Gatos, CA 95032 T. 408.458.3246 F. 408.458.3210 Contact: Steve Rottenborn Phone: 408-722-0931 Contact e-mail: srottenborn@harveyecology.com

REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Firm	Project Role	Contact Information
JDH Corrosion Consultants, Inc.	Corrosion Engineering and Evaluations	100 Willow Pass Court Concord, CA 94520 T: 925.927.6630 ext.121 F: 925.927.6634 Contact: J. Darby Howard, Jr. Phone:925-927-6630, ext. 121 Contact e-mail: dhoward@jdhcorrosion.com
Pacific Geotechnical Engineering	Geotechnical Investigations, Engineering Geology, Geotechnical Engineering	16055 Caputo Drive, Suite D Morgan Hill, CA 95037 T: 408-778-2818 F: 408-779-6879 Contact: Reid Fisher T 408-778-2818 ext. 402 F: 408-779-6879 Contact e-mail: rfisher@pacific-geotechnical.com
PHA Transportation Consultants (Pang Ho & Associates)	Traffic and Transportation Impacts	2711 Stuart Street Berkeley, CA 94705 T: 510-848-9233 Contact: Pang Ho Phone:510.848.9233 Contact e-mail:pang@pangho.com
TRA Environmental Sciences, Inc.	Environmental, CEQA and Permitting Support, Land Use and Planning, Air Quality/GHG, Noise, Population/Housing, Recreation, Visual, HCP Compliance	545 Middlefield Road, Suite 200, Menlo Park, CA 94025 T: (650) 327-0429 Contact: Barbara Beard, Director of Environmental Analysis Phone: (650) 464-5217 (direct) Contact e-mail:beard@traenviro.com
Underwater Resources	Underwater Investigations	Pier 26, The Embarcadero San Francisco, CA 94105 www.underwater-resources.com T: (415) 974-5464 F: (415) 974-1749 Contact: Tom Belcher Phone: (415) 974-5464 Contact e-mail: tbelcher@underwater-resources.com

REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

3. **Consultant Key Staff and Subconsultants.**

A. Consultant's key staff and Subconsultants assigned to perform the Services are identified in Revised Attachment One to the Scope of Services, Consultant's Key Staff and Subconsultants.

B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District for concurrence.

C. Consultant may utilize Subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.

I. Consultant must obtain the District's approval of all Subconsultants. Upon the District's request, Consultant must provide copies of all Subconsultant agreements.

II. 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 the District, on written notice from the District, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.

F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.

G. Consultant's Key Staff

The District Project Manager 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. Consultants Subconsultants.

I. The District Project Manager 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.

II. The District'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 the District for such work; such approval will be confirmed in writing.

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REVISED APPENDIX ONE
REVISED ATTACHMENT TWO
DISPUTE RESOLUTION

1. CONSULTANT'S QUESTIONS AND CONCERNS

Questions regarding the terms, conditions and services relating to this Agreement will be decided by the District who will furnish the decisions to Consultant in writing within thirty (30) days after receiving a written request from Consultant.

2. DISPUTE RESOLUTION

A. Alternate Dispute Resolution (ADR)

1. District intends to use 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 borne by District.

3. NEGOTIATIONS BEFORE AND DURING MEDIATION

Negotiations to resolve disputes before and during mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by District and Consultant.

4. VOLUNTARY MEDIATION

A. In the event a dispute or issue is not resolved by the Internal Review process stated in the Standard Consultant Agreement, Section VIII. Resolution of Disputes, District and Consultant agree to attempt to resolve the matter by mediation. The External Review paragraph of Section VIII. is hereby deleted.

B. Said mediation is voluntary, non-binding, and intended to provide an opportunity for the Parties to evaluate each other's cases and arrive at a mutually agreeable solution.

C. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.

5. INITIATION OF MEDIATION

A. Any Party to a dispute or claim may initiate mediation by notifying the other Party or Parties in writing.

6. REQUEST FOR MEDIATION

A. 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.

REVISED APPENDIX ONE
REVISED ATTACHMENT TWO
DISPUTE RESOLUTION

7. SELECTION OF MEDIATOR

A. Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within fourteen (14) Days, the Parties will confer to select an appropriate mediator agreeable to all Parties.

B. 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.

8. QUALIFICATIONS OF A MEDIATOR

A. Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.

B. 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.

C. 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.

9. VACANCIES

A. If any mediator becomes unwilling or unable to serve, another mediator will be selected unless the parties agree otherwise.

10. REPRESENTATION

A. Any Party may be represented by person(s) of their choice who must have full authority to negotiate.

B. The names and addresses of such person(s) must be communicated in writing to both Parties and to the mediator.

11. TIME AND PLACE OF MEDIATION

A. The mediator will set the time of each mediation session.

B. The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.

C. All reasonable efforts will be made by the Parties and the mediator to schedule the first session within sixty (60) Days after selection of the mediator.

REVISED APPENDIX ONE
REVISED ATTACHMENT TWO
DISPUTE RESOLUTION

12. IDENTIFICATION OF MATTERS IN DISPUTE

A. The Parties shall comply with the process as required by the mediator, with regard to providing the mediator with 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.

B. 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.

13. AUTHORITY OF MEDIATOR

A. 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.

B. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement.

C. 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.

D. 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.

14. PRIVACY

A. Mediation sessions are private.

B. The Parties and their representatives may attend mediation sessions.

C. Other persons may attend only with the permission of the Parties and with the consent of the mediator.

15. CONFIDENTIALITY

Except as provided by California or federal law or regulation:

A. The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.

B. All records, reports, or other documents received by a mediator while serving as mediator, are confidential.

C. 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.

D. 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:

1. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute.

2. Statements made by the other Party in the course of the mediation proceedings.

3. Proposals made or views expressed by the mediator.

4. Whether the other Party had or had not indicted willingness to accept a proposal for settlement made by the mediator.

16. NO STENOGRAPHIC RECORD

A. There shall be no stenographic record of the mediation.

17. TERMINATION OF MEDIATION

A. 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.

18. EXCLUSION OF LIABILITY

A. No mediator shall be a necessary Party in judicial proceedings related to the mediation.

19. INTERPRETATION AND APPLICATION OF THESE MEDIATION PROVISIONS

A. The mediator will interpret and apply these mediation provisions insofar as they relate to the mediator's duties and responsibilities.

REVISED APPENDIX ONE
REVISED ATTACHMENT TWO
DISPUTE RESOLUTION

20. EXPENSES

A. The expenses of witnesses for each Party must be paid by the Party producing the witnesses.

B. 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.

21. COMPENSATION FOR PARTICIPATION IN MEDIATION

A. Neither Consultant nor the District is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Consultant and District arising out of this Agreement.

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AMENDMENT NO. 2 TO AGREEMENT A3675A

REVISED APPENDIX ONE
REVISED ATTACHMENT THREE
TASK ORDER TEMPLATE

Task Order No._____

Agreement: Standard Consultant Agreement _____ ("Agreement") Between the Santa Clara Valley Water District ("District") and _____ ("Consultant"), dated _____.

District: _____
Consultant: _____
Dollar Amount of Task Order: Not-to-exceed $_____

1. Upon full execution of this Task Order Number:_____, as set forth in Revised Appendix One, Scope of Services, Article VI. Additional Terms and Conditions, paragraph E. Task Orders, and issuance of a notice to proceed by the District, 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 under this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A identifies the following:

   a. The Consultant personnel to be assigned to perform the services, including resumes if not previously provided to the District.
   b. The estimated number of hours required to perform the services assigned to each assigned Consultant personnel.
   c. Estimated cost of each reimbursable expense, including any applicable fees.
   d. Project schedule for completing the scope of services.

3. The Consultant shall be compensated at the hourly rates established in Revised Appendix Two of the Agreement. The Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.

4. This Task Order will become effective on the date of signature by authorized representatives of both the District and the Consultant, , and remain in effect until the earlier of: completion of the tasks set forth in Attachment A or {enter expected completion date}.

5. Copies of applicable state and federal permits required to complete the work in Attachment A are attached to this Task Order, unless the Consultant Construction Manager previously provided the appropriate permits to the District.

6. The Consultant shall perform all services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.

7. Signatures:

Signature: _____ _____

NAME OF CONSULTANT FIRM — DATE
PRINT NAME
PRINT TITLE

Signature: _____ _____

SANTA CLARA VALLEY WATER DISTRICT — DATE
PRINT NAME
PRINT TITLE

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REVISED APPENDIX ONE
REVISED ATTACHMENT FOUR
REFERENCE MATERIALS

Ref #	Description
1	Santa Clara Valley Water District , April 2012, Supporting Technical Information Document (STID) for Calero Main and Auxiliary Dams
2	Santa Clara Valley Water District , April 2012, Supporting Technical Information Document (STID) for Guadalupe Dam
3	URS Corporation, 2012, Final Report SSE1B-B Volume 1 & Volume 2- Appendices, Seismic Stability Evaluation of Calero Main Dam and Calero Auxiliary Dam, October 26, 2012.
4	URS Corporation, 2012, Final Report SSE1B-C Volume 1 & Volume 2- Appendices, Seismic Stability Evaluation of Guadalupe Dam, May 22, 2012.
5	URS Corporation, 2012, Design Memorandum No. 7A (DM-7A), Recommended Reservoir Restriction, Seismic Stability Evaluation SSE1B, Calero Reservoir, October 26, 2012.
6	URS Corporation 2012, Design Memorandum No. 8B (DM-8B), Conceptual Remedial Alternatives, Seismic Stability Evaluation SSE1B, Calero Main Dam, October 26, 2012.
7	URS Corporation AMEC, 2012, Design Memorandum No. 7, Recommended Reservoir Restriction, Seismic Stability Evaluation SSE1B, Almaden and Guadalupe Reservoirs, February 28, 2012.
8	URS Corporation AMEC, 2012, Design Memorandum No. 8A (DM-8A) , Conceptual Remedial Alternatives, Seismic Stability Evaluation SSE1B, Guadalupe Dam, March 7, 2012.
9	Nelson, J. L., 2007, Calero Main Dam (No. 72-3) Forensic Geologic Report, Santa Clara Valley Water District, October 2007.
10	Draft Application Report: Calero Reservoir Enlargement, Santa Clara Valley Water District, June 1982.
11	DSOD Letter dated April 25, 2012 regarding operating restrictions and Project Schedule for Guadalupe Dam
12	DSOD Letter dated March 23, 2012 regarding operating restrictions and Project Schedule for Calero Dam
13	Archives & Architecture, 2006, Historical and Architectural Evaluation, Bailey / Fellows Ranch site, Calero County Park, November 28, 2005 (Rev. January 3, 2006)

REVISED APPENDIX ONE
REVISED ATTACHMENT FOUR
REFERENCE MATERIALS

Ref #	Description
14	Santa Clara Valley Water District, 2012, Dam Maintenance Program, Final Program Environmental Impact Report, January 2012.
15	Santa Clara Valley Water District, 2012, Dam Maintenance Program, Final Program Environmental Impact Report- Appendices, January 2012.
16	Santa Clara Valley Water District, 2012, 2012 Water Supply andInfrastructure Master Plan, October 2012
17	Black & Veatch, 2012, Guadalupe Dam Intake Structure Evaluation, (memorandum), August 1, 2012
18	Santa Clara Valley Water District, 2010, Calero/Fellows Dike, Planning Study Report, March 2010.
19	Santa Clara Valley Water District, Standards for GIS Products, April 2015.

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REVISED APPENDIX ONE
REVISED ATTACHMENT FIVE
DISTRICT PROCEDURES AND WORK INSTRUCTIONS

Reference #	Document Title
1	Capital Project Delivery – Document #Q-751-013
2	Create Work Plan – Document #W75102
3	Planning Phase WBS Item Descriptions and Instructions – Document #W73002
4	Environmental Planning – Document #Q520D01
5	Purpose of Environmental Planning and CEQA – Document #W520M01
6	CEQA Documentation Guidelines – Document #W-520-070
7	Mitigation Monitoring and Reporting Programs – Document #W520M03
8	Responsible Agency – Document #W-520-069
9	Best Management Practices Handbook – Document #W-751-037
10	Design Phase WBS Item Descriptions and Instructions – Document #W73004

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REVISED APPENDIX ONE
ATTACHMENT SIX
DIVISION OF SAFETY OF DAMS (DSOD)—INTERIM HYDROLOGY POLICY (6/21/2012)

DSOD policy after the 1999 release of HMR 58/59 was to not actively require new hydrology studies as a result of the updated HMR. If a new dam was proposed or major work was being performed that affected the spillway, then those projects would be analyzed under HMR 59 with the requirement of 1.5 feet of residual freeboard.

Also, if dam owners initiated an updated hydrological study on their own using HMR 59, we would then follow and do our evaluation of the spillway with HMR 59.

Otherwise, dams that were previously analyzed using HMR 36 and were able to pass the PMF without overtopping the dam were considered adequate. If a dam was not able to pass the PMF based on HMR 36, then the spillway remediation would need to be designed to pass the PMF based on HMR 59.

So, now after learning more about the methodologies used to derive HMR 59 and the fact that the NOAA Atlas 14 has recently been released, DSOD is in a transition period with our hydrology policy with respect to HMR 59.

DSOD still requires as before that new dams and major projects be designed under HMR 59, and if an existing dam previously analyzed using HMR 36 can adequately pass a PMF, then no additional work is required at this time.

If an existing dam was previously shown to not adequately pass a PMF based on HMR 36 (overtops the dam), then the dam owner has the following options to consider. It may be advantageous for the dam owner to do a phased approached in evaluating the level of study required as outlined below:

1. Using HMR 59, determine if the precipitation is higher or lower than that of HMR 36. In some areas, HMR 59 is similar to HMR 36 or may show a reduction. If HMR 59 is equal to or lower than HMR 36, then the adequacy of the spillway is based on HMR 59.
2. If the results from HMR 59 are higher than HMR 36, then the owner can either remediate the spillway with those results which may be conservative, or develop a modified HMR 59 accounting for the updated NOAA Atlas 14 data as compared to NOAA Atlas 2 data. In this approach, the results from the HMR 36 should be used as a lower bound in evaluating the results from the modified HMR 59 study. If the results are reasonable, then the modified HMR 59 may be used as the basis for the PMF to evaluate the adequacy of the spillway.
3. Lastly, if the modified HMR 59 study continues to show a significant increase in precipitation as compared to HMR 36, then the dam owner may chose to have a SSPMP analysis performed. If this option is chosen, then the input parameters and methods used need to be thoroughly discussed with us before initiating the study. Results of the SSPMP may or may not be accepted based on the reasonableness of the results compared to HMR 36, historical storms, etc. It would be advantageous for the dam owner to have an independent technical advisor to review the parameters and methodologies used by the consultant performing the SSPMP study since there currently is not a standardization in place for SSPMP studies.

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Fact sheet

Quality and Environmental Management System (QEMS)

Santa Clara Valley Water District

What is ISO?

The International Organization for Standardization (ISO) is the world's largest developer of voluntary international standards, which are state of the art specifications for products, services, and good practices, helping make industry more efficient and effective. For the Santa Clara Valley Water District's (district) customers and public, this means greater confidence in consistent, high quality products and services the district provides.

The district has extensive history of ISO commitment, having first been registered to ISO 9001 in 2002 for Quality Management Systems and to ISO 14001 in 2004 for Environmental Management Systems.

Principles of ISO

- *Customer Focus: take care of your customers*
- *Leadership on purpose and direction: requires Management's attention*
- *Involvement of people at all levels: everyone is involved*
- *Process approach to resources and activities: process consistency and stability*
- *Systems approach to management: plan the work; work the plan*
- *Continual improvement as a permanent objective: seek regular, constant improvement*
- *Factual approach to decision making: ensure the facts before making decisions*
- *Mutually beneficial relationships: if they fail, then the organization fails*

What are the Benefits of ISO?

- *Improves efficiency and productivity*
- *Reduces variation, waste, inefficiencies, and defects*
- *Facilitates continual improvement*
- *Improves process consistency and stability*
- *Improves employee motivation and participation*
- *Improves customer confidence and satisfaction*
- *Improves conformity to quality and environmental requirements*

District's Quality and Environmental Policy

The Santa Clara Valley Water District is committed to organizational excellence and environmental stewardship, and as such, maintains an integrated Quality and Environmental Management System (QEMS) conforming to ISO standards. The QEMS supports the organization's continual improvement through the development of a robust employee knowledge base, which ensures continuity of daily operations and facilitates succession planning. Compliance with this policy is the responsibility of each individual working for or on behalf of the District.

QEMS FACT SHEET (NEW)

Fact sheet

Quality and Environmental Management System (QEMS)

Santa Clara Valley Water District

Purpose:

- *Provide Silicon Valley safe, clean water for a healthy life, environment, and economy.*

Customers:

- *Meet customer requirements and enhance customer satisfaction.*

Environmental Stewardship:

- *Provide environmental stewardship through prevention of pollution and minimizing and managing environmental impacts by setting and regularly reviewing quality and environmental objectives.*

Continual Improvement:

- *Ensure the QEMS is regularly monitored and improved in accordance with ISO requirements to ensure that all District products and services offer the highest level of quality while maximizing the District's environmental stewardship efforts.*

Compliance:

- *Compliance with Board policies and statutory and regulatory requirements related to the District's quality and environmental processes.*

Policy, Objectives, and Targets:

- *Ensure this policy is documented, maintained, and implemented, and, in addition to the District's quality and environmental objectives and targets, reviewed for continuing suitability through periodic Management Reviews.*

Awareness and Competence:

- *Ensure, through workforce development, training, communication, and succession planning, that each individual working for and on behalf of the District has the awareness, skills, and knowledge to carry out this policy in a manner that maximizes effectiveness, ensures continuity of daily operations, promotes continual improvement, and contributes to environmental stewardship.*

Public:

- *Ensure this policy is available to the public.*

Fact sheet

Quality and Environmental Management System (QEMS)

Santa Clara Valley Water District

District's Significant Environmental Aspects

For each type of activity, product, or service, the district has identified its unique environmental aspects and determined the most significant environmental aspects that have or could have a significant environmental impact.

Management recognizes the following two major activities, within the scope of the QEMS, as having or could have a significant impact on the environment:

Bulk Chemical Storage

The district water treatment plants utilize several bulk chemicals in the water treatment process. The chemical of greatest concern, which could create a significant impact, is 19.5% aqueous ammonia. This chemical is regulated under the California Accidental Release Program. This chemical is singled out for greater control because accidental releases have the potential to create offsite consequences that could spread to residential neighborhoods adjacent to the water treatment plants.

Construction of water utility and flood protection capital projects.

Construction of water utility infrastructure and flood protection projects can involve significant changes to riparian environments and other landforms. The district recognizes the impact of these changes by integrating projects into watersheds as a whole, ensuring that ecological functions and processes are supported, ensuring that the quality and availability of water are protected for ecological and water supply functions, and that environmental impacts of projects are avoided, minimized, or mitigated.

District's Quality and Environmental Objectives

The district has identified operational objectives throughout the organization. Specifically, in support of ISO, the district analyzes and determines goals for meeting customer product requirements and overall environmental goals consistent with the environmental policy.

The following in-scope quality and environmental objectives act as a general framework for continual improvement in the organization.

Quality Objectives:

- ***Prepare and respond effectively to flood emergencies countywide to protect life and property***
- ***Respond effectively to historic drought conditions***
- ***Reliable high quality drinking water is delivered***

fact sheet

Quality and Environmental Management System (QEMS)

Santa Clara Valley Water District

- *Maintain effective relationships with the retailer and other stakeholder to ensure high quality, reliable drinking water.*

- *Provide natural flood protection for residents, businesses, and visitors by removing parcels from flooding, applying an integrated watershed management approach that balances environmental quality and protection from flooding.*

Environmental Objectives:

- *Prepare for and respond to emergencies that threaten local waterways.*
- *Reduce greenhouse gas emissions to achieve carbon neutrality by 2020.*

Environmental Impacts

Pollution prevention is the cornerstone of ISO's environmental standard. ISO requires that every individual working for or on behalf of the District is responsible for being aware of how their work could impact or potentially impact the environment. ISO specifies that staff, vendors, and contractors are aware of the QEMS policy, the District's significant environmental aspects, and the impacts of their work on the environment. Processes and programs are designed and implemented to help control environmental impacts resulting from District operations and therefore, deviating from these could have unintended adverse impacts on the environment.

Assessing the QEMS for Effectiveness

To ensure that the district is continually improving its QEMS and conforms to the ISO standards, regularly scheduled audits of the system are conducted by an external third-party. This organization, known as a registrar, audits the QEMS and makes findings based on interviews and review of district procedures and records. Any deviations from the ISO standards are captured as non-conformities and require the district to take the necessary corrective and preventive actions to prevent reoccurrence. If the district is found to be in conformance to the ISO standards of which it is registered, the registrar recommends certification.

For More Information:

Your District contact can provide more information or answer any questions.

AMENDMENT NO. 2 TO AGREEMENT A3675A

REVISED APPENDIX TWO
FEES AND PAYMENTS

I. GENERAL

A. Payment for all services performed by Consultant to the satisfaction of the Districtas described in Appendix One and Revised Appendix One—Scope of Services for this Agreement will be based on the Total Not-to-Exceed (NTE) Fees stated in this Revised Appendix Two for the completion of the associated tasks. The District will make payments to the Consultant according to the terms provided for in this Appendix. Payments made by the District to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, subconsultant(s), and equipment including reimbursable, travel, and per diem expenses incurred by the Consultant to complete the work.

II. TOTAL AUTHORIZED FUNDING

A. Total payment for services performed, as described in Appendix One and Revised Appendix One—Scope of Services, will not exceed a total amount of **$6,219,841**during the term of this Agreement. Under no conditions will the total compensation to the Consultant exceed this amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors ("Board"), or Chief Executive Officer, or designee, as authorized by the Board. The Consultant guarantees that it will complete the contracted Scope of Services for the Total NTE Amount stated herein.

III. COST BREAKDOWN

A. The not-to-exceed total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by the District to the Consultant for Supplemental Services without prior written authorization by the District as stated in Revised Appendix One of this Agreement.

COST BREAKDOWN

Task	Description	Original Total NTEFees	Amendment No. 1 NTE Fee	Amendment No. 2 NTE Fee	Revised Total NTE Fee
1	Project Management	$559,722	$0	$420,921	$980,643
2	Planning Study	$1,642,112	$0	$0	$1,642,112
3	Environmental Documentation and Permit Support	$1,529,310	$0	$279,052	$1,808,362

REVISED APPENDIX TWO
FEES AND PAYMENTS

Task	Description	Original Total NTEFees	Amendment No. 1 NTE Fee	Amendment No. 2 NTE Fee	Revised Total NTE Fee
4	Develop On-site Borrow and Spoil Requirements	$360,862	$0	$0	$360,862
5	Design Support	$120,339	$0	$16,038	$136,377
6	Supplemental Services	$691,485	$0	$600,000	$1,291,485
Total Not-to-Exceed Amount		**$4,903,830**	**$0**	**$1,316,011**	**$6,219,841**

IV. TERMS AND CONDITIONS

Payments for work completed, as described in Revised Appendix One—Scope of Services, will be based on the following terms:

A. District will pay for services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as listed below in the Hourly and Unit Rate Schedule.

B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (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 the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates ninety (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 twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.0%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District Deputy Operating Officer.

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AMENDMENT NO. 2 TO AGREEMENT A3675A

REVISED APPENDIX TWO
FEES AND PAYMENTS

HOURLY RATE SCHEDULE

Classification/Staff	Hourly Rates Original Agreement	Hourly Rate Effective October 1, 2016
PRIME – GEI INC		
Senior Consultant-Grade 8	$239	$243.78
Senior Professional-Grade 7	$212	$216.24
Senior Professional-Grade 6	$179	$182.58
Senior Professional-Grade 5	$157	$160.14
Project Professional-Grade 4	$133	$135.66
Project Professional-Grade 3	$118	$120.36
Staff Professional-Grade 2	$108	$110.16
Staff Professional-Grade 1	$98	$99.96
Senior CADD Drafter and Designer	$118	$120.36
CADD Drafter/Designer and Senior Technician	$108	$110.16
Technician, Word Processor, Administrative Staff	$88	$89.76
SUBCONSULTANT(S)		
URS Corporation		
Principal	$232	$236.67
Principal Engineer/Geologist/Scientist	$200	$204.00
Senior Project Engineer/Geologist/Scientist IV	$170	$173.40
Senior Project Engineer/Geologist/Scientist III	$160	$163.20

AMENDMENT NO. 2 TO AGREEMENT A3675A

REVISED APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Hourly Rates Original Agreement	Hourly Rate Effective October 1, 2016
URS Corporation		
Senior Project Engineer/Geologist/Scientist II	$140	$142.80
Senior Staff GIS/CADD	$129	$131.58
Senior Project Engineer/Geologist/Scientist I	$125	$127.50
Project Engineer/Geologist/Scientist	$115	$117.30
Senior Engineer/Geologist/Scientist II	$110	$112.20
Senior Engineer/Geologist/Scientist I	$100	$102.00
Staff Engineer/Geologist/Scientist II	$90	$91.80
Staff GIS/CADD	$85	$86.70
Staff Engineer/Geologist/Scientist I	$85	$86.70
Administrative Professional	$70	$71.40
Cal Engineering & Geology		
Principal Engineer or Geologist	$198	$201.96
Consulting Geotechnical Engineer	$195	$198.90
Senior Engineer or Geologist	$140	$142.80
Project Engineer or Geologist	$110	$112.20
Staff Engineer or Geologist	$95	$96.90
Field Technician (Prevailing Wage)	$105	$107.10
Project Assistant	$70	$71.40

AMENDMENT NO. 2 TO AGREEMENT A3675A

REVISED APPENDIX TWO
FEES AND PAYMENTS

David Ford Consulting Engineers		
Principal	$265.78	$271.10
Sr H&H Engineer	$188.61	$192.38
Mid-level H&H Engineer	$131.60	$134.23
Jr H&H Engineer	$88.41	$90.18
Project Coordinator	$88.59	$90.36
Admin/Clerical	$66.87	$68.21
Planner/technical writer	$111.67	$113.90
H.T. Harvey & Associates		
Principal	$215	$219.30
Principal (Sr. Wetlands/Plant Ecologist)	$215	$219.30
Sr. Ecologist 1 (Project Manager/Wildlife Ecologist)	$147	$149.94
Sr. Ecologist 1 (Herpetologist)	$147	$149.94
Ecologist 1 (Plant Ecologist)	$116	$118.32
GIS Specialist	$105	$107.10
Support	$80	$81.60
JDH Corrosion Consultants, Inc.		
Principal-Project Manager	$191.40	$195.23
Asst. Project Manager	$175.45	$178.96
Project Engineer	$127.28	$129.83
Sr. Corrosion Tech.	$127.28	$129.83
Project Engineer	$143.55	$146.42

REVISED APPENDIX TWO
FEES AND PAYMENTS

JDH Corrosion Consultants, Inc.		
Field Engineer	$98.12	$100.08
Field Technician	$109.96	$112.16
Field Technician	$111.65	$113.88
Drafting – AutoCad	$95.70	$97.61
Pacific Geotechnical Engineering		
Supervising Engineer	$177	$180.54
Senior Geologist	$156	$159.12
Project Geologist	$131	$133.62
Senior Engineer	$156	$159.12
Staff Geologist	$91	$92.82
Staff Geologist	$91	$92.82
Geologist	$121	$123.42
Drafting	$76	$77.52
PHA Transportation Consultants		
Principal	$160	$163.20
Senior Engineer	$140	$142.80
TRA Environmental Sciences, Inc.		
Senior Project Manager	$160	$163.20
Senior Biologist II	$140	$142.80
Senior Analyst II	$140	$142.80
Analyst III	$110	$112.20
Support Staff	$75	$76.50

REVISED APPENDIX TWO
FEES AND PAYMENTS

Underwater Resources, Inc.		
Project Manager	$135/hr	$137.70
Diving Supervisor	$1,100/shift	$1,122.00/Shift
Diving Supervisor OT	$170/OT hr	$173.40/OT hr
Diver	$1,640/shift	$1,672.80/shift
Diver OT	$265/hr	$270.30
Shop Labor	$85/hr	$86.70

C. Upon the written approval of the District's Deputy Operating Officer stated herein, unused fees from a completed or cancelled task may be reallocated to an uncompleted task provided that the Agreement Total Not-to-Exceed Amount is not exceeded. Transferring fees from future tasks to current tasks will not be permitted.

D. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to the District.

E. Not-To-Exceed fees and services to be performed under Supplemental Services will commence only after written approval from the District's Deputy Operating Officer stated herein.

F. Expenses incurred by the Consultant for subconsultants providing professional services and for subcontractors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all lab services regardless of cost.

G. All other direct expenses not included in overhead including, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, will be billed monthly at cost linked to each Agreement Task, as approved by the District's Project Manager.

H. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant and its subconsultants for mileage and travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its subconsultants for mileage incurred from District Headquarters or Consultant's and subconsultants' firm addresses, whichever is closer to the destination, to Project site and to meeting locations such as

community outreach meetings, partnering meetings, Dispute Review Board meetings, and meetings with regulatory agencies, if directed or authorized by the District.

I. Consultant's monthly invoices will be prepared in accordance with the terms of this Revised Appendix Two and the Standard Consultant Agreement Section IV, FEES AND PAYMENTS, and represent work performed and reimbursable costs incurred during the identified billing period and will be consistent with Appendix One and Revised Appendix One and include the following:

1. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.

2. Direct charges by Scope of Service Task.

3. Consultant's summary of the amount Consultant has been billed by their subconsultants and subcontractors and further detailed by Scope of Service Task.

4. Direct charges must reflect actual fees versus the Agreement not to exceed fees in this Revised Appendix Two.

J. Before submitting monthly invoices, the Monthly Progress Report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.

K. Invoices will include a summary of labor expenditures, direct costs, and billed subconsultant charges. Billing statements, transmitted separately from the Monthly Progress Reports, will be organized such that the billing categories correspond with the Scope of Services tasks.

L. District's Project Manager will review invoice within five (5) working days of receipt, address any questions with Consultant's Construction Manager, and approve the undisputed amount of the invoice within ten (10) working days of receipt of the invoice. District will pay undisputed invoices within thirty (30) calendar days from date invoice is approved by District's Project Manager.

M. Prevailing Wages

1. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code Section §1771, et. seq. and the applicable implementing regulations.

2. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

3. The Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code Section 1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5.

4. 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.

5. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the 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.

6. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement such as certified payroll records must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.

N. Consultant's services will be performed by its staff members and subconsultants' staff members at the lowest hourly rates commensurate with the complexity of the required services.

O. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.

P. Small Business Enterprise (SBE) 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 percent or more of the Total Not to Exceed Amount stated in this Revised Appendix Two and Consultant agrees to use its best efforts to meet this goal.

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AMENDMENT NO. 2 TO AGREEMENT A3675A

REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of the Standard Consultant Agreement portion of this Agreement. The term of this Agreement expires **May 31, 2020**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.

2. Consultant will commence Tasks listed in Appendix One and Revised Appendix One of this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.

3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with the Project Schedule table as shown below. Consultant will coordinate services with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings and Deliverables.

4. 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 District. Consultant's attention is directed to District's Standard Consultant Agreement, Section VII. DELAYS AND EXTENSIONS.

5. Project Delays—The Consultant will make all reasonable efforts to comply with the Project Schedule as shown here in Revised Appendix Three. In the event the Project Schedule will be delayed, Consultant will notify the District 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, District may in its discretion grant a reasonable adjustment in the Project Schedule. This language will prevail should any conflict or discrepancy occur between this provision and the Standard Consultant Agreement portion of this Agreement, Section VII. DELAYS AND EXTENSIONS.

6. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as a written administrative modification to the Agreement and such approval will be confirmed in writing.

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AMENDMENT NO. 2 TO AGREEMENT A3675A

REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

PROJECT SCHEDULE

Task	Description	Duration from NTP
1	Project Management Services	Duration of the Agreement
1.1	Planning Phase Work Plan – Calero and Guadalupe Dams Combined	1 month from NTP
2.1.3	Problem Definition Report – Calero Dam	5 months from NTP
2.1.3	Problem Definition Report – Guadalupe Dam	7 months from NTP
2.2.5	Planning Study Report – Calero Dam	12 months from NTP
2.2.5	Planning Study Report – Guadalupe Dam	14 months from NTP
2.2.6	Transition Reports – Calero Dam	13 months from NTP
2.2.6	Transition Reports – Guadalupe Dam	15 months from NTP
3.4.4	Draft Environmental Impact Report – Calero Dam	58 months from NTP
3.4.4	Draft Environmental Impact Report – Guadalupe Dam	55 months from NTP
3.6	Final Environmental Impact Report – Calero Dam	63 months from NTP
3.6	Final Environmental Impact Report – Guadalupe Dam	60 months from NTP
3.7	Regulatory Permitting	72 months from NTP
4	Develop On-site Borrow and Spoil Requirements – Calero Dam	5 months from NTP
4	Develop On-site Borrow and Spoil Requirements – Guadalupe Dam	7 months from NTP
5	Design Support	75 months from NTP
6	Supplemental Services	Duration of the Agreement

REVISED APPENDIX FOUR
INSURANCE

Please refer to the insurance requirements listed below.

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

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. All Certificates of Insurancecomplete with copies of all required endorsements must be sent to: **Contract Administrator, Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, CA 95118**.

In addition to certificates, Consultant must furnish District with copies of 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 work commences**. 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.

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:

   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

f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Consultant's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers must be in excess of Consultant's insurance and must not contribute to it.

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

$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

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

$5,000,000 per claim/ **$5,000,000** aggregate

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

a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars ($100,000) per occurrence/event.

b. Coverage shall include contractual liability

c. If coverage is claims-made:

(1) Certificate of Insurance shall clearly state that the coverage is claims-made.

(2) Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

(3) Policy must allow for reporting of circumstances or incidents that might give rise to future claims.

(4) 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.

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 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**: 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. Note: Editions dated 07/04 are not acceptable).

2. **Primacy Clause**: Consultant's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.

3. **Cancellation Clause Revision**: The Certificate of Insurance **MUST** provide **30 days notice of cancellation, (10 days notice for non-payment of premium). NOTE: The standard wording in the ISO Certificate of Insurance is <u>not</u> acceptable**. The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."

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 Management Administrator.

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.

6. **Subconsultants**: Should any of the work under this Agreement be sublet, the Consultant must require each of its subconsultants of any tier to carry the coverages in accordance with the limits stated in Table IV-A, Subconsultant Insurance Requirements,

attached hereto and incorporated herein by this reference, or Consultants may insure subconsultants under its own policies.

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**: With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.

9. **Waiver of Subrogation**: Consultant agrees on 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, or Professional policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.

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.

11. **Please mail the certificates and endorsements to**:

Contract Administrator
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118

IMPORTANT: **On the certificate of insurance, please note either the name of the Project or the name of the District contact person or unit for the Contract.**

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

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REVISED APPENDIX FOUR
INSURANCE

TABLE IV-A
SUBCONSULTANT INSURANCE REQUIREMENTS

Firm	Project Role	General Liability		Auto Liability Limit	Professional/E&O Liability		Worker's Compensation Limit
		Per Claim	Aggregate		Per Claim	Aggregate	
URS	Environmental, CEQA, Permitting, Dam Engineering Support	$2,000,000	$2,000,000	$2,000,000	$5,000,000	$5,000,000	$1,000,000
Cal Engineering & Geology	Geotechnical Investigations, Geotechnical Engineering	$2,000,000	$2,000,000	$2,000,000	$5,000,000	$5,000,000	$1,000,000
DavidFord Consulting Engineers	Hydraulics and Hydrology	$2,000,000	$2,000,000	$2,000,000	$1,000,000	$2,000,000	$1,000,000
H.T. Harvey & Associates	CEQA and Permitting Support, Biological Impacts, HCP Compliance	$1,000,000	$2,000,000	$1,000,000	$5,000,000	$5,000,000	$1,000,000
JDH Corrosion Consultants, Inc.	Corrosion Engineering and Evaluations	$2,000,000	$2,000,000	$1,000,000	$5,000,000	$5,000,000	$1,000,000
Pacific Geotechnical Engineering	Geotechnical Investigations, Engineering Geology, Geotechnical Engineering	$2,000,000	$2,000,000	$2,000,000	$5,000,000	$5,000,000	$1,000,000

REVISED APPENDIX FOUR
INSURANCE

PHA Transportation (Pang Ho & Associates)	Traffic and Transportation Impacts	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
TRA Environmental Sciences, Inc	CEQA and Permitting Support, Land Use and Planning, Air Quality/GHG, Noise, Population/Housing, Recreation, Visual, HCP Compliance	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$1,000,000
Underwater Resources (UR)	Underwater Investigations	$2,000,000	$2,000,000	$2,000,000	**	**	$1,000,000

**- Not required as UR performs services as a subcontractor, no analysis performed

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Santa Clara Valley Water District

Santa Clara Valley Water District

CONFORMED COPY

File No.: 17-0190

Agenda Date: 4/25/2017
Item No.: 5.1.

BOARD AGENDA MEMORANDUM

SUBJECT:
Amendment No. 2 to Agreement No. A3675A with GEI Consultants, Inc., for Planning and Environmental Consultant Services for a Not-To-Exceed Fee of $1,316,011, Resulting in a Total Not-To-Exceed Fee of $6,219,841, and Extend the Agreement Term for Calero and Guadalupe Dams Seismic Retrofits Project, Project No. 91084020 (San Jose) (District 1).

RECOMMENDATION:
Approve Amendment No. 2 to Agreement No. A3675A with GEI Consultants, Inc., for Planning and Environmental Consultant Services for Calero and Guadalupe Dams Seismic Retrofits Project, for a not-to-exceed fee of $1,316,011, resulting in a total not-to-exceed fee of $6,219,841, and extend the Agreement term.

SUMMARY:
The District is undertaking the Calero and Guadalupe Dams Seismic Retrofits Project (Project) to address seismic stability deficiencies, rehabilitate aging appurtenant facilities, and to ensure compliance with current dam safety standards. The staff recommended alternatives have been selected for retrofit of the dams and Project design is underway.

Agreement A3675A with GEI Consultants, Inc. (Consultant) includes scope to complete the environmental analysis and documentation to comply with the California Environmental Quality Act (CEQA) and the acquisition of permits for construction. Approval of Amendment No. 2 is recommended in order to extend the Agreement term by three years and increase the not-to-exceed fee so that the Consultant can perform these remaining services.

Project Background and Previous Board Actions

In August 2009, the District retained URS Corporation to perform a Seismic Stability Study (Study) for Calero and Guadalupe Dams. The Study concluded that during a large earthquake, the foundation of the dam could liquefy and the downstream slope of the Calero Dam embankment could become unstable. Similar evaluation of Guadalupe Dam indicated that the dam embankment could experience large deformations leading to excessive cracking of the dam during a large earthquake. Additionally, the study concluded that such an earthquake would also adversely impact Guadalupe Dam's intake structure.

APPROVED
APR 25 2017

Since 2005, both dams have been operated under reservoir level restrictions which were reviewed and accepted by the California Department of Water Resources, Division of Safety of Dams (DSOD). The reservoir restrictions have been implemented for these dams as interim risk reduction measures while the seismic retrofit projects are being designed.

On August 27, 2013, the Board approved a consultant agreement with GEI Consultants Inc. to perform Planning and Environmental Services for the Project. The resulting Planning Study Reports for Calero Dam and Guadalupe Dam were provided to the Board via non-Agenda Memoranda in June 2015 and December 2015, respectively.

On October 13, 2015, the Board approved a consultant agreement with HDR Engineering Inc. to perform Design Services for the Calero Dam Seismic Retrofit Project. On March 8, 2016, the Board approved a consultant agreement with GEI Consultants Inc. to perform Design Services for the Guadalupe Dam Seismic Retrofit Project.

On February 28, 2017, staff recommended Board approval of the subject item. The Board requested that staff prepare and provide additional information to support staff's recommendation. The sections that follow provide the Board-requested information regarding:

- The Consultant's work performed to date;
- The increased work effort and time required to complete the Project's design phase due to the discovery of additional deficiencies at both Calero and Guadalupe Dams in the planning phase;
- An explanation of the process by which staff ensures that consultant deliverables are of good quality.

Consultant Work Performed to Date

The planning and environmental services Agreement for the Calero and Guadalupe Dams includes the following tasks to be performed by GEI:

Task 1 - Project management
Task 2 - Planning study (engineering planning)
Task 3 - Environmental documentation and permit support
Task 4 - Develop on-site borrow and spoil requirements
Task 5 - Design support
Task 6 - Supplemental services

The Agreement's planning phase tasks (Tasks 2 and 4) have been completed within their allocated budgets. The key deliverables from these tasks were two Planning Study Reports (one for each dam), which defined the problems, summarized the development and evaluation of project alternatives, and documented the Staff-Recommended Alternatives. The Reports were prepared in 2015; both were provided to the Board.

During the planning phase work, field investigations were conducted as a part of Task 3, to collect baseline environmental data information for the environmental impact analysis. The remainder of Task 3 work is the preparation of an Environmental Impact Report for each dam retrofit project and preparation of permit applications. This work is currently underway in parallel with design phase preparation of plans and specifications.

Expanded Project Scope and Schedule

The detailed investigations conducted during the planning phase resulted in additional findings of deficiencies at both Calero and Guadalupe Dams. Based on staff's and DSOD reviews of consultant findings, the project scope for both Calero and Guadalupe Dams has been expanded. Table 1 presents a comparison of the original and updated scope of work for each dam.

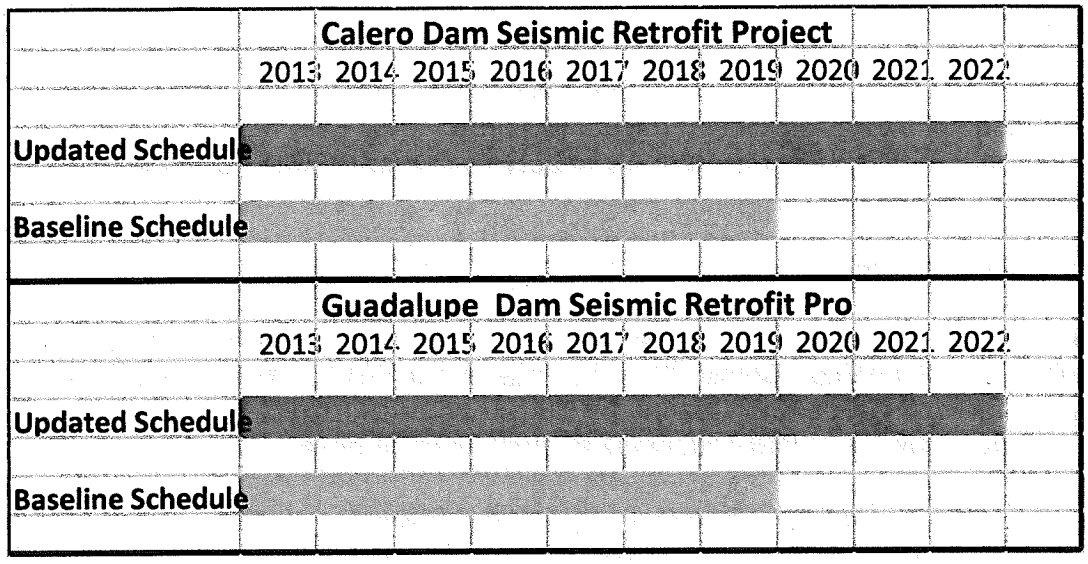
Table 1 - Baseline Scope vs Expanded Scope

Baseline Scope of Seismic Retrofit	Expanded Scope of Seismic Retrofit as Determined during Planning Phase
Calero Dam • Stabilize dam embankment to withstand maximum credible earthquake Investigate and identify problems with spillway, intake structure, outlet pipe and other outlet works • Breach Fellows Dike and relocate historic structures	Calero Dam • Stabilize dam embankment to withstand maximum credible earthquake • Breach Fellows Dike and relocate historic structures • New sloping, multi-level intake structure • New outlet pipe in an accessible tunnel • New spillway crest structure
Guadalupe Dam • Stabilize dam embankment to withstand maximum credible earthquake • Investigate and identify problems with spillway, intake structure, outlet pipe and other outlet works Relocate the intake structure	Guadalupe Dam • Stabilize dam embankment to withstand maximum credible earthquake • New sloping multi-level intake structure • New outlet pipe in a tunnel • New spillway crest structure • New bridge over the spillway from Hicks Road

The additional work for both dams will increase the work effort and extend the time to complete the design phase and environmental documentation and permit acquisition task (Task 3).

Table 2 presents a comparison of the baseline and updated project schedule for both dams.

Table 2 - Baseline Schedule vs Updated Schedule



Staff Management of Consultant Agreements

Staff has been actively monitoring and managing the Consultant's performance to ensure quality deliverables are produced on time and within budget. Weekly progress meetings and monthly design meetings are held with the Consultant to assess progress of the projects. As generally required in all District consultant agreements, consultants are required to submit detailed monthly progress / status reports with their invoices. These reports are scrutinized by District staff before approval of any payment to the consultants.

Another general requirement in the District's consultant agreements is the consultant's preparation and implementation of an internal Quality Assurance and Quality Control (QA/QC) Plan for all deliverables transmitted to the District. As part of the deliverable acceptance process, the District also performs QA/QC review of all deliverables received from the Consultant for compliance with project scope, budget, and schedule.

For the subject Agreement, the implementation of both the Consultant's and the District's QA/QC processes has ensured that good quality deliverables acceptable to the District and the DSOD are consistently produced by the Consultant.

Amendment No. 2 to Agreement No. A3675A

Amendment No. 1 revised the Agreement to remove restrictions on the planning services consultant which precluded them from submitting a proposal for the design services for Guadalupe Dam. This

amendment had no monetary impact, and was approved by the CEO on June 11, 2015.

Staff recommends approval of Amendment No. 2, which will extend the term of the Agreement by three years, and increase the fees for project management, environmental documentation, permit acquisition support, design support, and supplemental services tasks. A three-year extension is necessary to complete the CEQA documents (estimated to be a two-year process for each dam) and for permit acquisition (estimated to be a one-year process). The total not-to-exceed fee for Amendment No. 2 is $1,316,011. The tasks and their not-to-exceed additional fees are summarized below:

- Additional project management services for three years to manage the completion of the CEQA documents as well as acquisition of permits. (Task 1: $420,921)
- As a result of project development during the planning phase, staff determined that additional environmental document preparation and review cycles were necessary to complete the CEQA process. (Task 3: $279,052)
- Additional design support services. Previously, the 30%, 60%, and 90% design deliverables were to be reviewed by the Consultant. However, to facilitate the design process, review of a preliminary design set has been added. (Task 5: $16,038)
- Increase in the Supplemental Services to support additional environmental and engineering analysis and documentation that may be necessary to complete the CEQA and permitting process. The original fee for Supplemental Services was used during the planning phase work to pay for additional investigation and analysis of Calero Pond; Calero Dam flood routing evaluation; and preparation of design-level geotechnical investigation work plans for both Calero and Guadalupe Dams. (Task 6: $600,000)

The current not-to-exceed fee for this Agreement is $4,903,830. Approval of this proposed amendment would increase the not-to-exceed fee to $6,219,841. A summary of the tasks and fees for the proposed amendment is presented in Table 3.

Table 3 - Summary of Tasks and Fees for Amendment No.2

Task	Description	Original NTE* Fee	Amendment No. 1 NTE Fee	Amendment No. 2 NTE Fee	Revised NTE Fee
1	Project Management	$559,722	N/A	$420,921	$980,643

2	Planning Study	$1,642,112	N/A	$0	$1,642,112
3	Environmental Documentation and Permit Support	$1,529,310	N/A	$279,052	$1,808,362
4	Develop On-Site Borrow and Spoil Requirements	$360,862	N/A	$0	$360,862
5	Design Support	$120,339	N/A	$16,038	$136,377
6	Supplemental Services	$691,485	N/A	$600,000	$1,291,485
Total NTE Fee		**$4,903,830**	**$0**	**$1,316,011**	**$6,219,841**

*** Not-to-Exceed**

Staff also recommends extending the expiration date of the Agreement from May 17, 2017 to May 17, 2020 to allow adequate time for preparation of the CEQA documents and acquisition of permits.

FINANCIAL IMPACT:
The current estimated Project cost for planning, environmental documentation, design, and construction of both the Calero and Guadalupe Dams is about $150 million. There are adequate funds in the Project's Board-adopted Fiscal Year 2016-2017 budget to encumber this fiscal year's planned expenditure for the Consultant's scope of work as proposed in this Amendment No. 2.

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. Once Project development is complete, a CEQA environmental analysis will be provided for the Board to consider as part of its Project approval process.

ATTACHMENTS:
Attachment 1: Amendment No. 2

UNCLASSIFIED MANAGER:
Katherine Oven, 408-630-3126

AMENDMENT NO. 1 TO AGREEMENT A3675A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND
GEI CONSULTANTS INC.

This Amendment No. 1 ("Amendment"), which is effective as of the date this Amendment is fully executed by the Parties ("Effective Date"), amends the terms and conditions of the Standard Consultant Agreement A3675A dated August 27, 2013 ("Agreement") between the SANTA CLARA VALLEY WATER DISTRICT ("District") and GEI Consultants Inc.,("Consultant"), collectively the "Parties."

WHEREAS, Consultant is currently providing professional planning and environmental services relating to the Calero and Guadalupe Dams Seismic Retrofits Project on behalf of the Santa Clara Valley Water District; and

WHEREAS, the Agreement precludes the Consultant from being awarded a contract by the District for design, construction management, or construction of these two Dam projects; and

WHEREAS, the Parties desire to amend the Agreement to remove the restriction on Consultant being awarded a contract by the District for the design of the Guadalupe Dam seismic retrofit.

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

1. Appendix One, Scope of Services, Article **II. INTENT** is revised as follows:

   "A. Consultant is responsible for the preparation of the planning study and environmental documents, and for providing Project management services associated with the Consultant's services. Consultant is responsible for reviewing design work for consistency with the planning assumptions/ requirements, and supporting the District in securing resource agency permits.

   B. Conflict of Interest—The District intends to retain construction management consultant services to support construction of the seismic retrofit of the Calero and Guadalupe Dams. The Consultant and its sub-consultants are precluded from being awarded a contract by the District for construction management or construction of these two Dam projects. However, subcontractors, vendors, and suppliers providing non-professional services, such as but not limited to lab testing, soil borings, or other technical services may propose and/or contract with prime consultants or the District for construction management services relating to the seismic retrofit of the Guadalupe Dam."

2. Appendix One, Scope of Services, Article **VI. ADDITIONAL TERMS AND CONDITIONS,** Section F. Conflict of Interest, paragraph 4. is revised as follows:

"4. Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not submit a proposal: (i) for any contract to be awarded for construction management or the construction of any project that is related to the services provided under the Agreement or (ii) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant."

3. All other terms and conditions stated in Agreement A3675A dated August 27, 2013, not amended herein, remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A3675A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

By: _____
Beau Goldie
Chief Executive Officer

Date: _____

GEI CONSULTANTS INC.
"Consultant"

By: _____
William A. Rettberg, P.E.
Vice President

Date: _____

Firm Address:

180 Grand Avenue, Suite 1410
Oakland, CA 94612

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SCVWD ENACTED COPY
Contract Administration Unit
AGMT: A3675A FILE: 4479

Santa Clara Valley Water District

STANDARD CONSULTANT AGREEMENT

C0323 (08-03-09)

THIS AGREEMENT "Agreement" is entered into on August 27, 2013, by and between SANTA CLARA VALLEY WATER DISTRICT, ("District"), and GEI CONSULTANTS, INC., ("Consultant").

WHEREAS District desires certain services hereinafter described and Consultant is capable of providing and desires to provide such services,

NOW, THEREFORE, District and Consultant for the consideration and upon the terms and conditions specified agree as follows:

SECTION I

SCOPE OF SERVICES

The services to be performed under this Agreement are as described in Appendix One attached hereto and incorporated herein by this reference.

SECTION II

DUTIES OF CONSULTANT

1. All work performed by Consultant or under its direction must be sufficient to meet the purposes specified in this Agreement, and must be rendered in accordance with the accepted practices and standards of Consultant's profession.

2. Consultant must stay informed of and observe any and all statutes, laws, ordinances, and regulations pertaining to Consultant's contractual performance. To the extent that any copyrighted materials are used or reproduced for use in such performance, Consultant must secure, at its sole cost and expense, any and all necessary permission to utilize or reproduce such materials in the manner proposed or suggested by the scope of services.

3. Consultant must not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance in writing by District. The cost of such additional work will be reimbursed to Consultant by District on the same basis as provided in Section IV unless otherwise specified.

4. If in the performance of the services hereunder, it is necessary to conduct investigations or other operations in the field, security and safety of the area of such field operations under the control of the Consultant will be the responsibility of Consultant.

5. Where services hereunder include preparation of drawings and other contract documents by Consultant and where, notwithstanding acceptance and approval by District thereof, in the opinion of the District, drawings and other contract documents so prepared are found during the course of construction to require modification due to the

oversight, inadvertence or negligent omissions of, errors by, or lack of detail provided by Consultant, such modifications must be made by Consultant without additional compensation. Where such contract documents are used in letting a contract for construction, Consultant will assume responsibility for any direct or actual damages suffered or incurred by the District, including, but not limited to, any increase in compensation due to a construction contractor, which increase is directly attributable to the required changes in the Drawings or other contract documents to the extent caused by Consultant's negligent acts, omissions, or errors.

6. Consultant is required, at District's request, to meet with District staff regarding performance of the Scope of Services.

7. In accordance with the provisions of Section 3700 of the California Labor Code, Consultant is required to secure Workers' Compensation insurance for its employees. Consultant must obtain and keep in full force and effect Workers' Compensation insurance necessary in connection with the performance of this Agreement to protect Consultant and its employees under the Workers' Compensation Insurance and Safety Act, including coverage under United States Longshoremen's and Harbor Worker Act, when applicable. Such insurance must be in a standard form and relieve the District of all responsibility therefore. Consultant must, prior to undertaking the work contemplated herein, supply District with a certificate of insurance evidencing that said requirements are fully in effect.

8. The Santa Clara Valley Water District is an equal opportunity employer and requires its contractors to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Contract, the Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any sub-consultant, employee, or applicant for employment, in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff rates of pay, or other forms of compensation, or against any other person, on the basis of race, color, religion, ancestry, gender, national origin, age (over 40), marital status, medical condition (including cancer), pregnancy, parental status, the exercise of family care leave rights, political affiliation, sexual orientation, gender identity, special disabled veteran status, Vietnam Era veteran and all other Veteran status, or because of a physical or mental disability (including HIV and AIDS). The Consultant's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (sections 503 and 504); California Fair Employment and Housing Act (Government Code section 12900 et. Seq.); California Labor Code sections 1101 and 1102.

9. Consultant is responsible for designating a specific person responsible for assuring nondiscrimination and non-harassment as provided in the Agreement. That named individual must investigate all complaints directed to them by District. District will refer complaints in writing, and investigations will be deemed concluded only upon submission of a written investigation report from the Consultant to the District. The scope of such investigations must include not only officers, employees, and agents of the Consultant, but also all subcontractors, subconsultants, materialmen, and suppliers of the Consultant. In cases where such investigation results in a finding of discrimination,

harassment, or hostile work environment, Consultant must take prompt, effective disciplinary action against the offender. Failure to take appropriate action is a material breach of the Agreement.

SECTION III

DUTIES OF DISTRICT

1. District agrees to make available to Consultant all data and information in the possession of District which District deems necessary to the preparation of the work, and District will actively aid and assist Consultant in obtaining such information deemed necessary from other agencies and individuals.

2. The District will authorize a staff person as the District representative to confer with Consultant relative to Consultant services hereunder. The work in progress hereunder will be reviewed by District at each milestone or at the discretion of District. If the District determines that the work is satisfactory and meets the requirements of the Agreement, it will be approved. If the work is not satisfactory, District will inform Consultant of the changes or revisions necessary to secure approval. However, none of the proposed changes or revisions or anything else in this Agreement should be construed to relieve the Consultant of professional or legal responsibility for the performance of any services. Corrections to the work as a result of errors or omissions of Consultant will not result in additional costs or expenses to District.

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SECTION IV

FEES AND PAYMENT

1. District will pay for the services described in this Agreement according to the fee schedule set forth in Appendix Two attached hereto and incorporated herein by this reference. Payment for services and any other expenses related to this Agreement must not exceed the limit or limits shown in Appendix Two. Such payment is considered as full compensation for all labor, materials, supplies, equipment, and other items used in carrying out the services described in this Agreement.

2. Consultant must send all invoices to:

   Santa Clara Valley Water District
   Attention: Accounts Payable
   P.O. Box 20670
   San Jose, CA 95160-0670

3. Consultant must invoice for services on a monthly basis against the schedule of payments outlined in Appendix Two. Each monthly invoice must include a progress statement indicating whether or not the services are on schedule to be completed in accordance with Appendix Three. If completion of the services is not on schedule to be completed per Appendix Three, the progress statement must specify the anticipated length of the delay, the cause of the delay, the measures taken or proposed to mitigate the delay, and the timetable to implement those measures. In addition to ensuring that each invoice is accompanied with a progress statement, Consultant must also ensure that each invoice contains the following information:

   a. Agreement Number.
   b. Full Legal Name of Consultant/Firm.
   c. Payment Remit-to Address.
   d. Invoice Number.
   e. Invoice Date (the date invoice is mailed).
   f. Beginning and end date for billing period that services were provided.

4. If a progress statement is not attached to the invoice, or if the invoice does not contain the bulleted items above, that invoice will not be processed for payment.

5. Consultant must maintain records detailing the time worked by each employee and the rate at which the employee's time is being charged. When applicable, invoices must detail the time worked by each class of employee, and the rate at which the class of employee's time is being charged. In order to obtain reimbursement for allowable expenses, the statements must include an itemization of the actual expenses incurred.

6. Unless otherwise specified, when the total compensation payable under this Agreement exceeds twenty thousand dollars ($20,000), ten (10) percent of each statement will be withheld by District and not paid to Consultant until thirty (30) calendar days after the assigned District representative signed off the final approval for the entire work as stated in Appendix One and close out of the Agreement. Provided that at any time after fifty (50) percent of the work has been completed, the District 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 fifty (50) percent of the work will continue to be withheld until final contract close out.

SECTION V

TIME OF BEGINNING AND SCHEDULE FOR COMPLETION

1. Consultant must begin work by the date indicated in the written Notice to Proceed from District. The notice will not be issued until after this Agreement has been approved and authorized by District.

2. The schedule for completion of the work is detailed in Appendix Three attached hereto and incorporated herein by this reference.

SECTION VI

CHANGES IN WORK

1. District may order, via a written amendment signed by each parties authorized representative, changes in scope or character of work, either decreasing or increasing the amount of Consultant's services.

2. This Agreement may be terminated for cause by either party for failure to comply with any terms and conditions of this Agreement, provided, however, that the party in breach has five (5) business days or such period as the parties may otherwise agree in writing to cure such breach following written notification. Additionally, this Agreement may be terminated for convenience by the District upon five (5) business days prior written notice to Consultant. In the event of termination of this Agreement, (i) the District's sole obligation will be to pay Consultant for any authorized work performed through the date of the termination, subject to the not-to-exceed amount for each task; and (ii) Consultant must provide the District with all deliverables and other tangible data created through the date of termination. This paragraph will not be deemed to waive, prejudice, or diminish any rights which the District or Consultant may have at law or in equity for an unlawful termination or other breach of this Agreement by the other party.

SECTION VII

DELAYS AND EXTENSIONS

In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Schedule of Completion. All claims for adjustments in Schedule of Completion must be submitted to the District representative by Consultant within thirty (30) calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION VIII

RESOLUTION OF DISPUTES

1. In the event of a dispute regarding performance of any of the terms of this Agreement, the parties agree to proceed as follows:

2. Internal Review: If Consultant wants to dispute an interpretation or requirement, Consultant must invoke this provision and submit the particulars of Consultant's position in writing to the identified District Representative. District Representative must reply in writing to the Consultant. If Consultant is not satisfied by the response of the District Representative, Consultant may appeal to the District's Contract Administrator, or designee. To exercise this administrative remedy the Consultant must submit their written position, the District Representative's response and any other additional reply information the Consultant deems relevant to the decision, to the District's Contract Administrator, or designee, with a copy to the District Representative. The Contract Administrator may at his/her discretion hold a meeting, ask for additional written information, and/or issue a decision based on the information submitted. If after following the Internal Review Process the Consultant is still not satisfied, Consultant may seek external review.

3. External Review: Consultant, only after proceeding through the Internal Review Process, or District may seek external review where there is a dispute regarding an interpretation or requirement under the Agreement. The intent of this provision is to provide an informal dispute resolution measure which is alternative to a court action. The parties agree that they will submit the controversy to mediation before a mediator. The selection of the mediator and the ground rules for the mediation must be agreed upon by the parties. If agreement cannot be reached to pursue binding mediation or another acceptable alternative dispute resolution procedure, the matter may be submitted to Court for traditional resolution.

SECTION IX

MISCELLANEOUS PROVISIONS

1. District reserves the right to approve the project manager assigned Consultant to said work.

2. Consultant may not assign this Agreement without the express written consent of the District.

3. Consultant is employed to render a professional service only and any payments made to Consultant are compensation solely for such services as Consultant may render.

4. Any discretion or right to approve given to any party herein must be exercised in a reasonable manner.

5. All work performed, and documents produced, pursuant hereto will, upon completion, become the property of District. In the event the work is not completed, the completed portions thereof will become the property of District. However, District agrees that any

reuse of any of the materials so furnished by Consultant will be at District's own risk unless prior written approval has been given by Consultant for such reuse. Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to District by Consultant under terms of this Agreement, in or by any medium (including computer files transmitted electronically or on disk) is deemed to be "work for hire" under the copyright laws of the United States and the copyright will belong to the District. Co-venturers, subcontractors, and vendors to Consultant likewise be bound by these copyright terms. District makes no copyright claim and requires no release for copyrighted material or trademarked names used incidentally by Consultant.

6. Consultant represents and warrants that neither it or its Parent or Subsidiary Company is currently acting as consultant or expert for any party in support of a claim, potential claim, or active or potential legal action against the District by such party. Consultant agrees that it or its Parent or Subsidiary Company will not so act as such consultant or expert for the duration of this Agreement without first obtaining the written consent of District.

7. Neither Consultant, nor any parent or subsidiary of Consultant, nor any affiliated entity sharing substantially similar ownership or control with Consultant, are eligible to bid on any contract to be awarded for the construction of any project which may be the subject of services provided under this Agreement.

8. Consultant hereby acknowledges that District policy prohibits the acceptance by District personnel of gifts of any kind from vendors or contractors. Consultant must honor this policy by not sending or bringing gifts to the District.

9. Consultant agrees that District, or its agent, has the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide District, or its agent, with any relevant information requested and will permit District, or its agent, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

10. It is understood and agreed that the District does not wish to receive from Consultant any confidential information of Consultant or of any third party. Consultant represents and warrants that any information provided to the District in the course of entering into and performing work under this Agreement is not confidential or proprietary to Consultant or any third party. Consultant must maintain confidential all District information which may be disclosed to Consultant where such information by its nature would construed as being confidential by a reasonable person. Consultant will use its best efforts to prohibit any use or disclosure of the District's confidential information, except as absolutely necessary to perform work under this Agreement.

11. Consultant must notify the District in writing of each completed deliverable described in Appendix One. Within thirty (30) calendar days of Consultant's notice, the District must either (i) notify Consultant that the District accepts the deliverable, or (ii) notify the

Consultant of any deficiencies in such deliverable. If the District advises Consultant of deficiencies in the deliverable, Consultant must correct, at no cost to the District, those deficiencies as soon as possible and must again notify the District upon completion. The District must then respond to Consultant's notice within thirty (30) calendar days of receipt, and Consultant must correct at no cost to the District any further deficiencies noted. This process will continue until Consultant has corrected all deficiencies.

12. This Agreement, which includes the terms and conditions, Appendix One, Appendix Two, Appendix Three, and Appendix Four, represents the entire understanding between the parties hereto relating to the services described in this Agreement 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 signed by a duly authorized representative of the party against whom enforcement is sought.

SECTION X

INDEMNIFICATION

Notwithstanding any other provision of this Agreement, Consultant agrees to indemnify, defend and hold harmless the District, 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. The foregoing does not limit any strict liability imposed onto the Consultant by law.

SECTION XI

INSURANCE

Consultant's insurance requirements, if any, are set forth in Appendix Four attached hereto and incorporated herein by this reference.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day first hereinabove written.

SANTA CLARA VALLEY WATER DISTRICT
"District"

By: _____
Nai Hsueh
Chair/Board of Directors

GEI CONSULTANTS, INC.
"Consultant"

By: _____
William A. Rettberg, P.E.,
Vice President

Firm Address:
180 Grand Avenue, Suite 1410
Oakland, CA 94612

ATTEST:

_____
Michele L. King, CMC
Clerk/Board of Directors

"The official signing for Consultant certifies, to the best of his or her knowledge and belief, that neither Consultant nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency."

NOTE: "No representative may obligate the District to pay fees in excess of the amount in Appendix Two without written authorization from the Board of Directors or appropriate Executive Officer, in accordance with Board Governance Policies."

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APPENDIX ONE
SCOPE OF SERVICES

CALERO AND GUADALUPE DAMS SEISMIC RETROFITS PROJECT

PLANNING AND ENVIRONMENTAL SERVICES

This Appendix, Scope of Services, describes the professional planning and environmental services (Planning Consultant Services) tasks to be undertaken by the Consultant for the Calero and Guadalupe Dams Seismic Retrofit Project (Project).

The purpose of the Planning Consultant Services is to provide planning and environmental studies that support District decisions and final designs (by others) to resolve seismic stability and flood and outlet risks at Calero and Guadalupe Dams.

I. PROJECT OBJECTIVES

A. The District's objectives for the Project are to make improvements necessary to:

1. Stabilize the Calero and Guadalupe Dams embankments for the Maximum Credible Earthquake (MCE), modify or replace the outlet works if inadequate, and modify the spillways to increase freeboard during a Probable Maximum Flood (PMF) event or for additional seismic freeboard, if required;

2. Modify embankment/s of Calero Dam to support a potential future expansion of reservoir storage;

3. Relocate the Guadalupe Dam intake structure out of the upstream berm;

4. Breach Fellow's Dike and relocate all historic structures;

5. Incorporate other measures to address seismic and other deficiencies that are identified through the Project delivery process.

B. Planning Consultant's Services will support the District's objectives for the Project as follows:

1. Resolve the seismic deficiencies per the State of California, Department of Water Resources, Division of Safety of Dams (DSOD) standards. Attachment Four—Reference Materials provides a list of technical reference material applicable to this Project;

2. Meet the District's Dam safety and operation and maintenance requirements;

3. Meet the requirements identified in the District's Quality Management System procedures. Attachment Five—District Procedures & Work Instructions provides a list of District procedures and work instructions to be performed by the Consultant;

4. Meet the requirements of all federal, state, and local laws and regulations required for Project delivery;

5. Meet requirements of the resource and regulatory agencies (permitting agencies) including DSOD;

6. Address all stakeholders' interests;

7. Provide a recommended alternative for each dam to resolve the seismic deficiencies per DSOD and all other applicable engineering standards;

8. Develop sufficient information and analysis to enable District's Board of Directors to make Project decisions.

II. INTENT

A. Professional Services—The District intends to retain three separate consulting firms to deliver the Project. The planning, design, and construction management firms will each be responsible for performing professional services appropriately relating to the Project. The Planning Consultant (Consultant) will be responsible for the preparation of the planning study and environmental documents, and for providing Project management services associated with the Consultant's services. In a supportive role, the Consultant will be responsible for reviewing design work for consistency with the planning assumptions/requirements, and supporting the District in securing resource agency permits.

B. Conflict of Interest—The prime consultants and their sub-consultants for each of the three separate professional services transactions (referred to in II.A. above) must be entirely unique; all prime or sub-consultant firms in contract with the District for planning, design or construction management anticipated services will be precluded from proposing and/or contracting with the District for the other two professional service transactions noted above. However, subcontractors, vendors, and suppliers providing non-professional services, such as but not limited to lab testing, soil borings, or other technical services may propose and/or contract with prime consultants or the District for each of the separate professional services referenced II.A. above.

III. PROJECT BACKGROUND

This Project will remediate seismic deficiencies at Calero and Guadalupe Dams identified in the Seismic Stability Evaluation of Calero and Guadalupe Dams (SSE1B-B & SSE1B-C) Reports dated October 26, 2012 and May 22, 2012, respectively. The SSE1B findings conclude that the Calero and Guadalupe Dams have inadequate seismic stability, under the anticipated Maximum Credible Earthquake. There are currently reservoir operating restrictions on both as interim risk reduction measures, until the seismic deficiencies are remediated. These restrictions have been approved by the Division of Safety of Dams (DSOD). DSOD also expects that the remedial construction work will be completed by June 2019. In order to meet the construction schedule, timely completion of this Project is essential.

A DSOD restriction on Calero Reservoir also exists due to deficiencies of Fellows Dike (which forms part of Calero Reservoir). A Planning Study Report for the Calero /Fellows Dike was prepared in March 2010 by District staff. The staff-recommended project was to breach the dike and allow waters of Calero Reservoir to inundate lands beyond the current area of inundation.

Calero Dam:

Description of Dam and Reservoir

The Calero Dam was constructed in 1936. Calero Reservoir has a capacity of 9,934 acre-feet. The reservoir stores watershed runoff, imported water, and water diverted from Almaden Reservoir through the Almaden-Calero canal. The reservoir stores water for replenishing the groundwater system and supply to the treatment plants. The County of Santa Clara Parks and Recreation Department also operates a recreation program on the reservoir.

The dam is a zoned earth fill dam with upstream and downstream embankment zones. The upstream embankment zone is constructed with less pervious material to limit seepage. No internal drainage or filter zones are incorporated in the dam.

Calero Reservoir normally operates at its maximum operating level each year during the winter and is drawn down during the period from late spring to early fall as the water is used. Water into the reservoir is regularly transferred from nearby Almaden Reservoir to Calero via the Almaden-Calero Canal, which has a capacity of about 100 cubic feet per second (cfs).

Spillway and Outlet Works

The spillway is a reinforced concrete channel located within the ridge about 900 feet from the right abutment of the dam. It has a weir length of about 82 feet and a capacity of 5,260 cfs.

The outlet works consist of a submerged intake structure with a hydraulically-operated slide gate, a 36-inch diameter, 481-foot long cast-in-place concrete outlet pipe with a steel liner under the dam, and a concrete outlet structure housing the control valves. The outlet is controlled downstream with a 30-inch butterfly valve operated from the outlet structure. The outlet pipe is connected to the Almaden Valley Pipeline downstream of the outlet structure at the Calero Valve Yard, about 700 feet downstream of the dam.

Partial List of Issues to be Considered

Seismic deformation analysis has determined that unacceptable horizontal and lateral displacements will occur in Calero Dam and remediation of the seismic deficiencies are necessary.

Seepage at the abutment or through the embankment of Calero Dam has occurred since the first filling of the reservoir in 1937. Following investigations concrete lined ditches and weirs were installed in 1967 to collect and measure the seepage. The District also

implemented a grouting program in 1991 to attempt to reduce seepage through the right abutment. However the grouting did not generally reduce the seepage at the dam. Given the complex relationship between the embankment and foundation it is likely that the design of an improved seepage collection system will require a more detailed understanding of the seepage sources for effective capture.

Over the years the District has examined the feasibility of increasing the Calero Reservoir capacity by raising the dam. A 1966 study found it feasible to raise the dam by 30 feet. A subsequent study in 1982 updated the 1966 study findings.

The most recent PMF study was performed by DSOD in 1981 using HMR 36 and HMR 49. DSOD policy after the 1999 release of HMR 58/59 requires that new dams or major work be designed under HMR 59. HMR 59 has a tendency to increase Probable Maximum Precipitation (PMP) values in small watersheds. The Calero spillway may need modification if found to be inadequate.

Guadalupe Dam

Description of Dam and Reservoir

The Guadalupe Dam was constructed in 1936. The reservoir has a capacity of 3,460 acre-feet.

The Guadalupe Dam was designed as an earthfill dam with upstream and downstream embankment zones. The upstream and downstream slopes are approximately 2.5H: 1V. Subsequent investigations have shown the upstream and downstream embankment materials are similar in nature and engineering characteristics, thus the dam could essentially be treated as a homogeneous dam. No internal drainage or filter zones are incorporated in the dam.

The upstream embankment was buttressed in 1972 with a compacted clay berm designated as the upstream berm that starts at about El. 572.3 ft (NAVD88) and slopes down at about 5H: 1V into the reservoir. The new embankment berm was constructed on the upstream face to stabilize an incipient tension crack indicative of possible slope failure observed in the center of the embankment. A concrete parapet wall was also constructed along the crest of the dam, near the upstream face, to restore about 2.5 ft freeboard lost to normal embankment settlement. The wall is about 536 ft long.

Spillway and Outlet Works

The spillway is a reinforced concrete-lined side-weir channel cut into the left abutment and has a capacity of 9,000 cfs.

The outlet works consists of an intake structure, an outlet pipe and an outlet structure. The intake is 72-inch-diameter reinforced concrete box-type structure which was modified in 1972. The estimated deformations of the upstream embankment / berm have the potential to impact the intake and associated hydraulic lines that control the slide gate in the intake structure. Centered underneath the dam is the low-level outlet pipe which is a 36-inch-diameter, 720-foot long cast-in-place concrete pipe with steel liner. The outlet structure is located at the downstream toe and includes a 30-inch butterfly

valve used to control flow to Guadalupe Creek. The outlet pipe discharges to a stilling basin before reaching the creek channel.

Partial List of Issues to be Considered

The draft 2008 hydrology study using HMR 59 indicated that the spillway will pass the PMF. During the PMF, reservoir will be up against the parapet wall. It will need to be determined if the wall is structurally capable of withstanding the PMF behind the parapet wall.

Seismic deformation analysis has determined that unacceptable horizontal and lateral displacements will occur in Guadalupe Dam and remediation of the seismic deficiencies are necessary.

Seismic deformation analysis undertaken has determined that a lateral displacement near the upstream toe of the embankment could be as high as 4 feet. The existing intake structure is not expected to survive the lateral displacement. The inlet structure will need to be moved outside the footprint of the deformed embankment.

Fellows Dike

Fellows Dike is located along the southeast shore of Calero Reservoir. It is approximately 1,900 feet long, with a height that ranges from zero feet at the south end to a maximum of approximately 12 feet at the north end.

Total storage of Calero Reservoir is 9,934 acre-feet. In January 1998, DSOD inspected Fellows Dike and determined that the dike is under their jurisdiction. The dike was found to be in poor condition and DSOD requested that no water be stored against it which resulted in a reduction of 2,000 acre feet or 20% of total storage capacity at Calero Reservoir. Subsequently, a geotechnical investigation conducted on Fellows Dike in 2001 found that the dike would need improvement to bring the facility up to DSOD standards before it could impound water. The dike foundation adjacent to Calero Creek contains several pockets of soils that may liquefy under heavy earthquake shaking.

A minimum operational level of 4,000 acre-feet of water in Calero Reservoir is required for emergency conditions. Therefore, the impact of the 2,000 acre-feet of water loss is that the active storage is reduced from approximately 6,000 acre-feet to 4,000 acre-feet.

A Planning Study Report for the Calero /Fellows Dike was prepared in March 2010 by District staff. The staff-recommended project was to breach the dike and allow waters of Calero Reservoir to inundate lands beyond the current area of inundation. The project components included demolishing existing facilities except the historic structures, relocating eight historic structures above the inundation elevation, treating contaminated soils to acceptable levels, breaching the mid-section of dike, and replanting lost vegetation from dike breach.

IV. PROJECT COMPONENTS AND ELEMENTS

The Project involves improvements to three District facilities which are inter-related. This Project has two Components:

Component 1 refers to Calero Dam (including Fellows Dike), and,
Component 2 refers to Guadalupe Dam.

The improvements to these Components consist of:

A. Component 1): Improvements to stabilize the Calero Dam embankments for the Maximum Credible Earthquake, possibly modify or replace the outlet works, possibly modify the spillway to increase freeboard during a PMF event, and possibly modify embankments of the dam, if required, to support a larger capacity reservoir. Improvements also include the breach of Fellow's Dike and relocation of historical structures.

B. Component 2): Improvements to stabilize the Guadalupe Dam embankments for the Maximum Credible Earthquake, possibly modify or replace the outlet works, and possibly modify the spillway to increase freeboard during a PMF event.

All of the Project "Elements" for each Component have yet to be determined, pending District decisions based on investigation and analysis to be conducted by the Consultant under this Scope of Services. The Project Elements could include:

a. Embankment
b. Spillway
c. Intake structure
d. Outlet pipe
e. Outlet structure
f. Upstream concrete slope protection

For Calero Dam (including Fellows Dike) (Component 1) the Elements currently known to be likely included are:

a. Embankment

b. Intake structure (to meet District requirement of out-of water inspectible hydraulic lines and controls)

c. Outlet structure (as existing structure will most likely be buried by the downstream buttress)

For Guadalupe Dam (Component 2) the Elements currently known to be likely included are:

a Embankment (except if a decision is made to notch the spillway)

b Intake structure (to move it away from the footprint of the seismically deformed embankment).

c Outlet structure (as existing structure will most likely be buried by the downstream buttress)

V. PROJECT TASKS

The Planning Consultant will perform the services described in this Scope of Services. The Consultant will prepare a Planning Study Report (PSR) for each of the Components 1 and 2. The PSR for Fellow Dike has previously been prepared by the District. The recommendations of that PSR will be incorporated by the Consultant into the PSR for Component 1. The California Environmental Quality Act (CEQA) document/s for the entire Project (both Components) will be prepared by the Consultant. The Consultant will prepare two CEQA documents, one for Component 1 and one for Component 2. The Consultant will submit the CEQA deliverables for Component 1 and Component 2 as independent documents on a staggered basis to facilitate District review.

Services to be provided by the Consultant are described in the tasks below.

Consultant must receive written authorization from the District Project Manager prior to initiating work on any of the tasks and subtasks identified as "conditional".

TASK 1—PROJECT MANAGEMENT

Subtask 1.1 Prepare Planning Phase Work Plan

Subtask 1.2 Provide Monthly Project Status/Progress Reports

Subtask 1.3 Attend Monthly Progress Meetings/Coordination

Subtask 1.4 Plan and Attend Workshops/Coordination Meetings

TASK 2—PLANNING STUDY

Subtask 2.1 Prepare Problem Definition

Subtask 2.1.1 Perform Background Review and Data Collection

Subtask 2.1.2 Conduct Investigations and Analysis

Subtask 2.1.2.1 Prepare PMP and PMF Hydrologic Studies for Calero and Guadalupe Reservoirs:

Subtask 2.1.2.2 Perform Additional Geotechnical Foundation Investigation for Downstream Buttress.

Subtask 2.1.2.3 Analyze Seepage at Calero Dam

Subtask 2.1.2.4 Provide Assessment of Outlet Works at Calero Dam and at Guadalupe Dam for Emergency Drawdown

Subtask 2.1.2.5 Perform Condition Assessment of Calero Reservoir Outlet Works - Conditional:

Subtask 2.1.2.6 Perform Condition Assessment of Guadalupe Reservoir Outlet Pipe - Conditional

Subtask 2.1.2.7 Inspect and Evaluate Upstream Concrete Slope Panels at Guadalupe Dam.

Subtask 2.1.3 Prepare Problem Definition Report

Subtask 2.2 Prepare Planning Study Report

Subtask 2.2.1 Develop Alternative Evaluation Methodology

Subtask 2.2.2 Prepare Cost-Benefit Analysis (Guadalupe Dam Only)

Subtask 2.2.3 Prepare Feasible Alternatives Report

Subtask 2.2.4 Develop Staff-Recommended Alternative

Subtask 2.2.5 Prepare Planning Study Report

Subtask 2.2.6 Prepare Transition Reports

TASK 3—ENVIRONMENTAL DOCUMENTATION AND PERMIT SUPPORT

Subtask 3.1 Develop Initial Regulatory and CEQA strategy, and coordination with regulatory agencies

Subtask 3.2 Perform Environmental Investigations and Studies

Subtask 3.2.1 Gather and Organize Environmental Information Relevant to the Project

Subtask 3.2.2. Prepare Base Map

Subtask 3.2.3 Summarize Environmental Conditions Based on Existing Data

Subtask 3.2.4 Prepare Field Investigation Plan

Subtask 3.2.5 Conduct Field Investigations

Subtask 3.3 Prepare Project Description and Initial Study Checklist (IS)

Subtask 3.3.1 Prepare Project Description

Subtask 3.3.2 Prepare Initial Study Checklist (IS)

Subtask 3.4 Prepare Draft Environmental Impact Report

Subtask 3.4.1 Prepare Notice of Preparation

Subtask 3.4.2 Conduct Environmental Scoping

Subtask 3.4.3 Prepare Administrative Draft EIR (ADEIR)

Subtask 3.4.4 Prepare Draft EIR

Subtask 3.5 CEQA Public Noticing and Participation Requirements

Subtask 3.5.1 Prepare Information for District Website and Filing Draft EIR with the State Clearinghouse

Subtask 3.5.2 Prepare Notice of Completion for Filing with State Clearinghouse

Subtask 3.5.3 Prepare for and Attend Public Hearing

Subtask 3.5.4 Respond to Public Comments

Subtask 3.6 Prepare Final Environmental Impact Report

Subtask 3.6.1 Prepare Final EIR

Subtask 3.6.2 Prepare Findings and Statement of Overriding Considerations

Subtask 3.6.3 Prepare Notice of Determination (NOD)

Subtask 3.6.4 Assist with Public Hearing and Certification of EIR

Subtask 3.7 Prepare Regulatory Permitting

Subtask 3.7.1 Assist with Initial Regulatory Agency Consultation

Subtask 3.7.2 Prepare Draft Permit Applications

Subtask 3.7.3 Prepare NMFS Biological Assessment

Subtask 3.7.4 Prepare Habitat Mitigation and Monitoring Plan

Subtask 3.7.5 Prepare Final Permit Applications

Subtask 3.7.6 Provide Support during Permit Negotiation

Subtask 3.7.7 Prepare Reservoir Dewatering Plans, Fish Rescue And Relocation Plans And Flow Maintenance Plans

TASK 4—DEVELOP ON-SITE BORROW AND SPOIL REQUIREMENTS

Subtask 4.1 Conduct a Borrow and Spoil Siting and Suitability Study

Subtask 4.2 Identify Preferred Borrow and Spoil Sites

TASK 5—DESIGN SUPPORT

Subtask 5.1 Review of 30% Design Deliverables

Subtask 5.2 Review of 60% Design Deliverables

Subtask 5.3 Review of 90% Design Deliverables

TASK 6—SUPPLEMENTAL SERVICES

A detailed description of each task is given below along with the main assumptions and deliverables.

TASK 1—PROJECT MANAGEMENT

The objective is to develop and integrate planning phase scope, schedule, cost, quality, risk, staffing, communication, and resources in a manner to fulfill the terms of the Agreement. The scope and deliverables will include the items described below.

Subtask 1.1—Prepare Planning Phase Work Plan

1. The Consultant will develop the work plan in accordance with District's Quality Environmental Management System (QEMS) document #W75102. The work plan will consist of a stand-alone document that provides discussions of Project Objectives identified above and detailed descriptions of the specific work to be performed. The work plan will detail the Consultant's approach to undertaking the two Components: Calero Dam (including Fellows Dike) (Component 1), and Guadalupe Dam (Component 2), Scope of Services, while integrating specific subtasks of the work for efficiency, where feasible. At a minimum, the Planning Phase Work Plan will include: the Consultant team organization; team member roles and responsibilities; stakeholder, management, document control, and team communication, coordination and protocols; technical and managerial work activities, quality assurance and quality control plan; key deliverables; task level resource and cost-loaded schedule; Project controls and reporting.

2. Consultant will provide a quality assurance and control (QA/QC) plan as a section of the Planning Phase Work Plan describing the Consultant's procedures to document that Consultant's services and deliverables meet District requirements and accepted practices and standards of Consultant's and its subconsultants professions. The QA/QC plan must contain details and methodology for reviewing Consultant deliverables including calculations, Technical Memorandums (TMs), cost estimates, plans and specifications, and inter-disciplinary and constructability reviews prior to submittal of such deliverables to District. Consultant must provide, upon District request, records

to demonstrate that QA/QC reviews were performed on Consultant's and subconsultants' deliverables.

3. Consultant will prepare an overall Microsoft® Project Schedule for the Project services to lay out the tasks and milestones for the planning and environmental evaluations. Consultant will monitor compliance with the schedule, update it monthly as necessary, and distribute it for review at monthly progress meetings. The schedule will include all preparation, permitting, environmental compliance, geotechnical field investigations, survey, laboratory testing, engineering analyses, and report preparation, and time for the District to review deliverables necessary to meet the Project Objectives. The schedule will recognize and incorporate key milestones of the Project that are critical for the timely completion of the Project.

Subtask 1.1—Assumptions

None.

Subtask 1.1—Deliverables

1. Draft and Final Planning Phase Work Plan.

Subtask 1.2—Provide Monthly Project Status/Progress Reports

1. The Consultant will provide monthly Project status/progress reports to the District. The status reports will provide a brief summary of the work performed and the remaining work for each task. The Project status/progress report will include milestones and deliverables completed to date, an updated schedule, estimate of work required to complete the Project, and any anticipated changes to the Agreement that may be necessary to complete this Scope of Services. Any fees or time constraints, and corrective actions if appropriate, will be documented in the monthly Project status/progress reports.

2. The monthly Project status/progress report will include:

    a. An assessment of actual versus planned progress in completing the Scope of Services, including a description of the tasks, and deliverables completed to-date;

    b. For each task, the percentage of services performed versus the percentage of fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;

    c. For each task, the percentage of the fees incurred for such task compared to dollar amount allocated to such task;

    d. A statement that all tasks will be completed within the agreed upon not-to-exceed total amount of this Agreement described in Appendix Two, Fees and Payments;

e. A statement that progress in the performance of this Scope of Services required by this Agreement is on schedule within the time line set forth in Appendix Three, Schedule of Completion; or, if completion of the services is not on schedule, 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 timeline for implementation of such measures;

f. A look-ahead schedule listing deliverables and activities planned for the next 2 months;

g. A summary of proposed changes to the Scope of Services, if required, including justifications for such changes;

h. A Small Business Enterprise (SBE) participation report to document the level of SBE participation throughout the Project;

i. Action Item and Decision Log: This log will document action items and Project concerns and issues throughout the term of the Agreement which require resolution by District and/or Consultant;

j. Draft billing statements, transmitted with the monthly Project status/progress reports, will be organized such that the billing categories correspond with the Scope of Services tasks. Draft billing statements will include a summary of labor expenditures, direct costs, and billed sub-consultant charges. Draft billing statements will be prepared in accordance with the requirements stated in the Standard Consultant Agreement, Section IV Fees and Payment, as well as Appendix Two, Fees and Payments. An Adobe PDF version will be provided by Consultant for preliminary review by District.

Subtask 1.2—Assumptions

1. Monthly Project status/progress reports will be provided during the Agreement term as directed by District.

2. District will provide a billing and reporting template at kick-off meeting.

Subtask 1.2—Deliverables

1. Monthly Project status/progress reports (Electronic MSWord and MS Excel).
2. Draft monthly billing statement.

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Subtask 1.3—Attend Monthly Progress Meetings/Coordination

1. The Consultant will attend monthly progress meetings at the District offices (in San Jose, CA), as well at the DSOD offices (in Sacramento, CA) as necessary and directed by the District. At least one week prior to the meetings the Consultant will prepare and forward the meeting agenda to the District. Following each progress meeting, the Consultant will prepare and submit a draft electronic copy of the meeting summary notes to the District's Project Manager for review and comment. Consultant will incorporate review comments and will submit final meeting minutes notes to the District. The monthly meetings will inform the District and Project members of progress to date, key issues and critical activities.

2. Telephone conference calls (at least once every week) will occur between the District's Project Manager and Consultant Project Manager to coordinate specific activities occurring and to discuss Project issues and needs.

3. In addition to Consultant's monthly progress meetings, Consultant will provide Project management services that include coordination of its subconsultants, managing its subconsultant invoicing and payment, and managing the requirements for SBE participation and contracting.

4. Consultant will establish a password-protected website (SharePoint) where available information will be compiled for access by the District and Consultant team members.

5. All Project-related correspondence with DSOD will be through the District.

Subtask 1.3—Assumptions

1. 36 Monthly Progress meetings will occur over the term of the Agreement.
2. Each of the telephone conference calls will last no more than one hour.

Subtask 1.3—Deliverables

1. Draft and Final meeting agendas and meeting notes.
2. SharePoint site for shared access to compiled Project information.

Subtask 1.4—Plan and Attend Workshops/Coordination Meetings

1. The Consultant will plan and attend "issue specific" workshops and coordination meetings as detailed in this Scope of Services. These meetings and workshops will be held at key decision points, and when consensus or stakeholder outreach is required, as determined by the District. The Consultant will also prepare, organize, and attend a kick-off meeting with District to review the Project scope of services schedule, design requirements etc.

2. At least one week prior to the meeting/workshops, the Consultant will prepare and forward the meeting/workshop agenda to the District. Workshops will

include topical presentations by the Consultant and District (as needed), discussion, documentation, and action items.

Subtask 1.4—Assumptions

1. The Consultant will conduct 14 workshops/review meetings on Calero Dam (including Fellows Dike) (Component 1) and,Guadalupe Dam (Component 2) for the following topics:

    a. Project kick-off meeting (combined meeting for Component 1 and Component 2).

    b. PMP / PMF workshop (combined meeting for Component 1 and Component 2).

    c. Project Requirements and RiskManagement workshop (combined meeting for Component 1 and Component 2).

    d. Development of alternatives criteria (combined meeting for Component 1 and Component 2).

    e. Borrow and spoil siting (combined meeting for Component 1 and Component 2).

    f. Evaluation and ranking of Alternatives (separate meetings for Component 1 and Component 2).

    g. Feasible Alternatives workshop (separate meetings for Component 1 and Component 2).

    h. Planning Study Report review meeting (separate meetings for Component 1 and Component 2).

    i. Environmental (CEQA) kick-off (combined meeting for Component 1 and Component 2).

    j. Environmental permitting (separate meetings for Component 1 and Component 2).

2. The meetings/workshops will appropriately consider Fellows Dike.

Subtask 1.4—Deliverables

1. Meetings / Workshops.
2. Draft and Final Meeting materials (agenda and handouts).
3. Draft and Final Meeting minutes.

TASK 2—PLANNING STUDY

1. The Consultant will prepare two Planning Study Reports (PSRs), one for Calero Dam and Fellows Dike (Component 1) and one for Guadalupe Dam (Component 2). These separate PSRs will be used as the basis for separate CEQA documents.

2. The Consultant will develop and evaluate alternatives which meet the Project Objectives and will identify a recommended Project for the design phase for both Calero Dam (including Fellows Dike) and Guadalupe Dam, which maximizes the benefit to life-cycle cost ratio for the District. Project requirements and objectives will be established by the District and reviewed by the Consultant. The Planning Study Scope of Services and deliverables will be performed and prepared in accordance with the District's QEMS procedures included in Appendix One, Attachment Five. The Planning Phase investigations and analysis shall be consistent with the District's Water Supply and Infrastructure Master Plan (WSIMP) incorporated herein by this reference.

Subtask 2.1—Prepare Problem Definition

Under subtask 2.1 Consultant will prepare draft and final Problem Definition Reports (PDRs). The PDRs will incorporate all activities required to define the Project problem, background research and data collection, field investigations, understanding of the subject facilities and related faculties, and confirmation of objectives, constraints, and opportunities. The PDRs will also include a section on technical and Project risks. The Consultant will perform the following subtasks in close coordination with the District staff to develop PDRs that will provide a sound basis for the subsequent PSRs.

Subtask 2.1.1 —Perform Background Review and Data Collection

Sub-task 2.1.1—Consists of Activities A through E as described below:

A. Assemble Available Information. The Consultant will assemble available information provided by the District as well as collecting information/data that may be available from other sources, as identified by the District, to confirm and document the problem, constraints, and options. The Consultant will also consult with District staff to confirm the customer/partner/stakeholder list, Project challenges, Project Requirements, objectives, and operational and environmental constraints. The Consultant will be responsible for obtaining all Project requirements and constraints from the District, DSOD, resource agencies and other stakeholders. The Consultant will work through the District to conduct stakeholder interviews to confirm Project interests, determine and rank selection criteria.

B. Review Existing Data. The Consultant will review existing analyses, reports, memoranda, and, correspondence relative to the Project. The review will include documents relevant to the potential Dam modification, outlet modification, and, spillway modification. The Consultant will review and confirm Project specific and District-wide objectives with the District, DSOD, and other resource agencies and stakeholders.

C. Collect Right-of-Way Information. Consultant will collect property boundaries and delineation/tract register information.

D. Collect Utility and Encroachment Information. Consultant will collect utility and encroachment information within the maximum probable Project footprint.

E. Field Reconnaissance. Consultant will perform field reconnaissance of the Project site and potential borrow areas to support feasibility level design activities.

Subtask 2.1.1—Assumptions

1. District will provide electronic copies (if available) of information for use by the Consultant.

2. The District will provide boundary information in a hard copy format and electronic files (GIS and/or AutoCAD) for incorporation into Consultants maps.

3. Activity C includes one meeting with the District's Real Estate Services Unit to discuss strategies and schedules for reconnaissance/field study access onto adjacent properties, and District procedures for field clearances to incorporate in Consultant's field work plans. Meeting will also include discussion of temporary construction or permanent easements that may be needed for conceptual alternatives to be considered in the planning phase.

4. Activity D assumes review of existing utility and encroachment information is limited to expected on-site use areas of District reservoirs. If utility and encroachment studies are required for off-site areas, these services would be developed under Task 6, Supplemental Services.

5. Field reconnaissance under Activity E will be conducted by Consultant in the company of District staff who are familiar with the dams and can arrange access, and includes visual inspections and photographs of the following key facilities/areas:

    a. Spillway areas of both dams, to evaluate potential modifications to the spillway and prepare for the PMP and PMF studies, as described in Subtask 2.1.2 1.

    b. The right abutment and other areas of Calero Dam to observe the extents of historic seepage and to assist in the scoping any additional geologic reconnaissances or subsurface exploration programs that would be necessary for the seepage evaluation described in Subtask 2.1.2.3.

    c. Outlet works of both dams to observe downstream areas such as the stilling box and downstream outlet structures, and visible portions of the upstream control facilities above the reservoir waterline. The Corrosion and ROV sub-consultants will also be on-site during this reconnaissance to observe the upstream outlet condition, and plan for underwater video

inspections and of the intake towers and outlet pipes and hydraulic lines, as described in Subtasks 2.1.2.5 and 2.1.2 6.

d. Upstream concrete slope panels at Guadalupe Reservoir to photograph and observe visible portions of the concrete above the reservoir waterline.

6. Except for deliverables noted below, information, observations and conclusions from Subtask 2.1.1 will be incorporated into the PDRs pursuant to Subtask 2.1.3.

Subtask 2.1.1—Deliverables

1. Memoranda listing documents reviewed (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

2. Memoranda confirming Project Objectives and Project Requirements (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 2.1.2—Conduct Investigations and Analysis

Consultant will perform the following:

Subtask 2.1.2.1—Perform PMP and PMF Hydrologic Studies for Calero and Guadalupe Reservoirs

The Consultant will perform a modified HMR Report No. 58/59 study for Calero and Guadalupe Reservoirs following DSOD Interim Hydrology Policy. Based on the PMP results, a PMF analysis will be prepared to calibrate and verify the PMF runoff models and propose spillway modifications necessary to pass the PMF. The Consultant will support the District in its negotiations with DSOD regarding spillway modifications designed to pass 1) the HMR 36 PMF or 2) the modified HMR 58/59 PMF. The result of the PMP/PMF studies will be selection of the design basis flood for subsequent planning and future design.

Subtask 2.1.2.1—Assumptions

None.

Subtask 2.1.2.1—Deliverables

1. PMF Report (one each for Calero and Guadalupe Reservoirs) including spillway modification details.

Subtask 2.1.2.2—Perform Additional Geotechnical Foundation Investigation for Downstream Buttress.

The Consultant will drill and sample up to 6 exploratory borings downstream of the existing Calero and Guadalupe Dam embankments (3 at each dam) to identify the thickness and stratigraphy of existing alluvium and the depth of and lateral extent of work necessary for conceptual design of a stability buttress. The Consultant shall be responsible for obtaining all permits, permissions, approvals and preparing all CEQA

documentation required for investigations to be performed. The geotechnical data obtained under this subtask will be appended to the Transition to Design Report prepared under Subtask 2.2.6.

Subtask 2.1.2.2—Assumptions

Consultant will design the geotechnical studies with the goal of avoiding impacts through the proper timing and placement of study locations. Consultant will attempt to design the studies to avoid impacts to wetlands, sensitive species habitat, and cultural resources sites and include avoidance and minimization measures such as pre-study surveys to avoid impacts. If impacts can be avoided, it is assumed that the work can be conducted under a CEQA Section 15306 (Class 6) Categorical Exemption for information collection and Consultant will prepare Categorical Exemption documentation under District guidance for their preferred format. If impacts cannot be reasonably avoided then Consultant will prepare a brief Initial Study and Negative Declaration or Mitigated Negative Declaration to satisfy CEQA requirements under Task 6, Supplemental Services.

Subtask 2.1.2.2—Deliverables

1. Geotechnical Exploration Memorandum (one each for Calero and Guadalupe Dam) summarizing the results of the additional exploration at the dams.

2. Geotechnical data Appendix to the Transition to Design Report (one each for Calero and Guadalupe Dam).

3. CEQA documentation for approvals and permits required for site investigations.

Subtask 2.1.2.3—Analyze Seepage at Calero Dam

1. The Consultant shall review existing information and assess the areas of historic seepage at the embankment of Calero Dam. Seepage conditions at Calero Dam are generally due to the combined effects of challenges faced during dam construction and complex geologic conditions in the dam foundation. Seepage appears to daylight in three distinct areas termed by the District as the "right abutment," the "embankment," and the "left toe" areas. The Consultant will address the District's requirement to improve the overall seepage monitoring and collection system.

2. The Consultant shall submit a Technical Memorandum to the District on the problem with recommendations for any geotechnical investigation as needed. After such geotechnical investigation, the Consultant shall submit a Report to the District outlining options for an improved seepage collection and monitoring system as well as recommendations. The recommendations, if approved, shall eventually be incorporated in the Staff-Recommended Alternative.

Subtask 2.1.2.3—Assumptions

Consultant will design the geotechnical studies, if needed, with the goal of avoiding impacts through the proper timing and placement of study locations. Consultant will attempt to design the studies to avoid impacts to wetlands, sensitive species habitat, and cultural resources sites and include avoidance and minimization measures such as pre-study surveys to avoid impacts. If impacts can be avoided, it is assumed that the work can be conducted under a CEQA Section 15306 (Class 6) Categorical Exemption for information collection and Consultant will prepare Categorical Exemption documentation under District guidance for their preferred format. If impacts cannot be reasonably avoided then Consultant will prepare a brief Initial Study and Negative Declaration or Mitigated Negative Declaration to satisfy CEQA requirements as a Supplemental Services task.

Subtask 2.1.2.3—Deliverables

1. Technical Memorandum on historic seepage at Calero Dam.
2. Report on Improved Seepage Collection and Monitoring System at Calero Dam.
3. CEQA documentation for approvals and permits required for site investigations.

Subtask 2.1.2.4—Provide Assessment of Outlet Works at Calero Dam and Guadalupe Dam for Emergency Drawdown

Based on information collected and existing data reviewed in Subtask 2.1.1 the Consultant shall analyze the hydraulic capacity of the outlet works at both Calero Dam and Guadalupe Dam and their ability to meet DSOD emergency drawdown requirements as well as other District operational requirements. The Consultant will present the information with analysis and recommendations in Technical Memoranda, one for Calero Dam and one for Guadalupe Dam.

Subtask 2.1.2.4—Assumptions

None.

Subtask 2.1.2.4—Deliverables

1. Draft and Final Technical Memoranda on Assessment of Outlet Works for Emergency Drawdown (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 2.1.2.5—Perform Condition Assessment of Calero Reservoir Outlet Works - Conditional

The outlet works include the intake structure with hydraulically operated slide gates in the reservoir, a 36-inch diameter 481-foot long concrete jacketed steel outlet pipe under the main dam and a concrete outlet containing a stilling box and a weir.

1. If the existing outlet has adequate hydraulic capacity to meet emergency drawdown and expected operational requirements (based on the review of existing information from subtask 2.1.1, the ability of the existing outlet facilities

to meet DSOD emergency drawdown requirements and District operating requirements) the Consultant shall inspect and perform a condition assessment of the Calero Reservoir outlet works

2. The Consultant shall inspect and evaluate replacement of the hydraulic system lines and related appurtenances at Calero Reservoir. The replacement options evaluated would keep the hydraulic lines away from contact with water. Some of these options may mean modifying the inlet structure to locate all valves and hydraulic lines from the reservoir so that their maintenance can occur without lowering the reservoir.

3. The Consultant will conduct a condition assessment using under water video for accessible submerged areas as well as Remote Operated Vehicles (ROV) for inspection of the outlet pipe. Prior to underwater or conduit inspections, Consultant and marine subcontractor will prepare a detailed work plan for the condition assessment in concert with District operations and maintenance staff; such plan will consider stream-flow maintenance requirements identified in the Dam Maintenance EIR, District operational and access procedures, and health and safety requirements.

Subtask 2.1.2.5—Assumptions

1. A 1-day dive inspection of the intake structure at Calero Dam to visually observe conditions and obtain video documentation and inspector observations of conditions at the intake structure. The dive inspection will be performed by a diver with experience doing underwater condition assessments of structural concrete and steel, and mechanical equipment.

2. A 1- to 2-day ROV inspection of the outlet conduit at Calero Dam using either: 1) in-the-dry inspection with the upstream gate closed and the downstream valve open, and using a track-mounted ROV inserted from the downstream end; or 2) in-the-wet inspection with the upstream gate open and the downstream valve closed, and using a neutral-buoyancy ROV inserted from the upstream end that can be "flown" down the pipe. The ROV will obtain video images and a real time narrative of observations by the inspector that are approximately registered along the length of the pipe by tether length. Depending on the size and capabilities of equipment that can access the pipe through the gates/valves, for the in-the-dry option, it may also be possible to gather supplemental quantitative data such as UT tests and or laser/sonar profile information to gather dimensional information about the pipe, sediment and any potential obstructions.

3. During dive and ROV inspections, District will provide pump-over of reservoir water during shutdown of the outlet works as needed to maintain minimum stream flows called for in the Dam Maintenance EIR.

4. District staff will open valves and remove pipe flanges/manways as necessary to insert and retrieve the ROV, and provide operation and lockout/tagout of gates valves as needed during the inspections.

5. Hydraulic system inspections include: 1) inspection of the underwater hydraulic line/gate connections during dive inspections , 2) visual inspection of the upper connections at the control house and exposed conduits above the reservoir water levels, and 3) interview of operations staff to obtain anecdotal information about O&M procedures and past leakage issues and repairs.

Subtask 2.1.2.5—Deliverables

1. Section in Problem Definition Report detailing the assessment and evaluation.

Subtask 2.1.2.6—Perform Condition Assessment of Guadalupe Reservoir Outlet Pipe - Conditional

The outlet works consists of a 72-inch-diameter reinforced concrete intake tower housing a 48-inch-diameter corrugated steel riser, a low-level outlet pipe which is a 36-inch-diameter 720-foot long welded steel outlet pipe encased in concrete, and an outlet structure located at the downstream toe that includes a 30-inch butterfly valve used to control flow to Guadalupe Creek.

1. If the existing outlet has adequate hydraulic capacity to meet emergency drawdown and expected operational requirements (based on the review of existing information from subtask 2.1.1, the ability of the existing outlet facilities to meet DSOD emergency drawdown requirements and District operating requirements) the Consultant shall inspect and perform a condition assessment of the Guadalupe Reservoir outlet pipe.

2. Replacement of the intake structure and hydraulic lines is required due to the requirement to move the inlet structure away from the seismically deformed embankment footprint. The outlet structure will also need to be replaced as it will most likely be buried by the downstream buttress. Therefore only the outlet pipe will be inspected by Consultant.

3. Consultant will conduct the condition assessment using under water video for accessible submerged areas as well as ROV for inspection of the outlet pipe. Prior to underwater or conduit inspections, Consultant will prepare a detailed workplan for the condition assessment in concert with District operations and maintenance staff; such plan will consider stream-flow maintenance requirements identified in the Dam Maintenance EIR; District operational and access procedures; and health and safety requirements.

Subtask 2.1.2.6—Assumptions

1. A 1-day dive inspection of the intake structure at Guadalupe Dam to visually observe conditions and obtain video documentation and inspector observations of conditions at the intake structure, and possibly for positioning the ROV at the base of the inlet structure will be performed by Consultant. The dive inspection will be performed by a diver with experience doing underwater condition assessments of structural concrete and steel, and mechanical equipment.

2. A 1- to 2-day ROV inspection of the outlet conduit at Guadalupe Dam using either: 1) in-the-dry inspection with the upstream gate closed and the downstream valve open, and using a track-mounted ROV inserted from the downstream end; or 2) in-the-wet inspection with the upstream gate open and the downstream valve closed, and using a neutral-buoyancy ROV inserted from the upstream end that can be "flown" down the pipe will be performed by Consultant. The ROV will obtain video images and a real time narrative of observations by the inspector that are approximately registered along the length of the pipe by tether length. Depending on the size and capabilities of equipment that can access the pipe through the gates/valves, for the in-the-dry option, it may also be possible to gather supplemental quantitative date such as UT tests and or laser/sonar profile information to gather dimensional information about the pipe, sediment and any potential obstructions.

3. During dive and ROV inspections, District will provide pump-over of reservoir water during shutdown of the outlet works as needed to maintain minimum stream flows called for in the Dam Maintenance EIR. The District will also lower Guadalupe reservoir to provide a maximum water depth of 80-feet over the bottom of the intake structure. Also, District staff will open valves and remove pipe flanges/manways as necessary to insert and retrieve the ROV, and provide operation and lockout/tagout of gates valves as needed during the inspections.

Subtask 2.1.2.6—Deliverables

1. Section in Problem Definition Report detailing the assessment and evaluation.

Subtask 2.1.2.7—Inspect and Evaluate Upstream Concrete Slope Panels at Guadalupe Dam.

The Consultant will inspect and evaluate the condition of upstream concrete slope protection panels at Guadalupe Reservoir.

Subtask 2.1.2.7—Assumptions

1. Consultant's inspection of concrete panels will include visual inspection of panels exposed above the water line. No below-water inspection and no destructive testing will be performed.

Subtask 2.1.2.7—Deliverables

1. Section in Problem Definition Report detailing the assessment and evaluation.

Subtask 2.1.3—Prepare Problem Definition Report

A. Based on information reviewed and collected in subtask 2.1, the Consultant will prepare a Problem Definition Report for each dam consistent with District QEMS guidelines. The Problem Definition Report will fully establish existing conditions, define the problems and causes, identify constraints and options, and Project Requirements. The Consultant will prepare a draft report, provide response to comments, and submit a final report.

B. The Consultant will assist the District in confirming stakeholder list; provide input on the strategic outreach to stakeholders plan (prepared by the District), and assist District in developing presentation materials and stakeholder meeting preparation.

C. The Consultant will organize and conduct a Project Requirements Workshop with all stakeholders. The workshop will be combined with the Risk Management Workshop described in 2.1.3.D. The workshop scope and not-to-exceed fees are included in Subtask 1.4.

D. The Consultant will prepare and submit a Project-Risk Management Plan for District's consideration and approval. The plan will identify the risks and recommend strategies for overcoming the risks. This subtask includes conducting a Risk Management Workshop during the Planning Phase to serve as the basis for a Risk Management Plan. The workshop scope and not-to-exceed fees are included in Subtask 1.4.

Subtask 2.1.3—Deliverables

1. Draft and Final Problem Definition Reports (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

2. Meeting materials (including stakeholder lists) and attendance at stakeholder outreach meeting run by District (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

3. Project Requirements Workshop and Risk Management Workshop.

4. Draft and Final Project-Risk Management Plan.

Subtask 2.2—Prepare Planning Study Report

The following subtask sections describe the Consultant's scope to complete the Planning Study Report.

Subtask 2.2.1—Develop Alternative Evaluation Methodology

Consultant will develop a model for use in screening and evaluation of conceptual and feasible alternatives. This task will rely on determination and confirmation of Project Objectives and Project Requirements and stakeholder interests and criteria determined under Subtask 2.1. Based on information received during stakeholder interviews, a model will be prepared and submitted by Consultant to the District for presentation and review. Following review of model algorithms, hierarchy, criteria, and measurement metrics, the model will be revised by Consultant based on comments received. The final model will be submitted by Consultant to the District.

Subtask 2.2.1—Assumptions

1. Screening model will be an Excel-based spreadsheet that incorporates approximately 10 to 20 specific criteria that will serve as qualitative or quantitative metrics for evaluation of various alternatives. The model will allow independent weighting of criteria to reflect District and stakeholder priorities, as well as sensitivity testing of results based on different weighting factors. Model will allow comparison of alternatives using a total numerical score as well as a visual representation in a bar chart.

2. Subtask includes a combined 1/2-day workshop with District staff to review the draft model and proposed criteria and metrics, and agree on preliminary weighting factors for initial use in alternative comparison. The workshop scope and not-to-exceed fee is included in Subtask 1.4.

Subtask 2.2.1—Deliverables

1. Draft and Final Alternatives Evaluation Models (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 2.2.2—Prepare Cost-Benefit Analysis (Guadalupe Dam Only)

The Guadalupe Dam retains one of the smaller capacity (3,460 acre-feet) reservoirs owned and operated by the District. The District seeks to determine if the anticipated expenditure of a seismic retrofit would be worth the realized benefits. The Consultant will, therefore, consider a range of alternatives for Guadalupe Dam to remediate the seismic deficiencies of the embankment. These will include a full retrofit, or a complete or partial dam removal. The Consultant will perform a cost benefit analysis (CBA) for the identified dam modification alternatives. The CBA will be a systematic process for calculating and comparing the benefits and costs of the various alternatives. The CBA analysis will be used to inform the conceptual alternatives process.

Subtask 2.2.2—Assumptions

1. Cost-benefit analysis will be prepared after conceptual alternatives have been identified under Subtask 2.2.3, Activity A.

2. The cost of various alternatives will be estimated by Consultant as part of conceptual evaluations performed under Subtask 2.2.3.

3. Consultant will work collaboratively with District to identify cost/benefit categories, and assign cost/benefit values for operational (e.g. water supply, O&M), intangible (e.g. flood protection, recreation, habitat, water quality) or/and other non-infrastructure items. Where possible, values will be estimated by applying established methodologies that rely on standard indices of costs of goods and services; where this is not possible, techniques used by federal agencies such as the U.S. Army Corps of Engineers and the Bureau of Reclamation will be applied to impute values through use of procedures such as shadow pricing. Federal guidelines for economic evaluation will also be used in determining parameters such as time horizons and discount rates to be applied in the CBA.

Subtask 2.2.2—Deliverables

1. Draft and Final Technical Memorandum on Cost-Benefit Analysis (Guadalupe Dam).

Subtask 2.2.3—Prepare Feasible Alternatives Report

Sub-task 2.2.3 consists of Activities A through F as described below:

A. Development of Conceptual Alternatives. The Consultant will develop conceptual-level designs for each conceptual alternatives along with a description of features and function. Level of development will be sufficient to allow initial screening for fatal flaws and initial comparison based on cost, implementability, operational and environmental considerations. The conceptual designs will identify general location, configuration, and size/operational features of major components, and identify significant uncertainties or technical feasibility issues that may exist in the alternative at this stage of design development. The configuration and key features will be illustrated by conceptual drawings or figures, with key Project data/quantities summarized in a concise, standardized table or narrative.

B. Screening Evaluation of Conceptual Alternatives. The Consultant will evaluate the conceptual alternatives based on the initial screening criteria identified as part of the model development process (Subtask 2.2.1). The screening process for conceptual alternatives, however, will be less rigorous than the process that will be followed by Consultant for identification of the staff-recommended alternative. Consultant will assess the conceptual alternatives based on their ability to satisfy overall objectives and meet Project criteria. A weighted-criteria approach will be utilized by Consultant to screen the conceptual alternatives with close coordination and input from District. At the end of the screening process a number of feasible alternatives will be identified for further evaluation.

C. Summary of Conceptual Alternatives. Following development and screening of the conceptual alternatives, the Consultant will prepare draft and final conceptual alternatives section of the Feasible Alternatives Report that includes screening rationale and initial identification of the array of feasible alternatives.

D. Refinement of Feasible Alternatives. The Consultant will further refine the feasible alternatives identified under Activity B to allow for additional evaluation and identification of a staff-recommended alternative. Consultant will provide level of detail (designs 10% stage of Project definition) for the feasible alternatives sufficient enough to provide comparative analyses and support environmental compliance documents. Consultant's engineering analyses will be carried out to the extent that enables each feasible alternative to meet design and performance criteria. The criteria identified by Consultant during model development will clearly identify data requirements for alternative analyses, the level of detail for feasibility design, and prevent unnecessary efforts. The design is intended to allow designation of a preliminary footprint and construction requirements appropriate for consideration under CEQA, and provide a more refined estimate of Project costs and other features for use in final comparison of

alternatives. The configuration and key features will be illustrated by drawings or figures, with key Project data/quantities summarized in a concise, standardized table or narrative.

E. Comparison of Feasible Alternatives. The Consultant will update the previously developed decision model from Activity B with new metric information from the feasibility designs and review the model results and conduct sensitivity testing in a workshop with the District. Following completion of initial decision model analyses, Consultant will prepare a table (Feasible Alternatives Matrix) that summarizes the key features of each feasible alternative along with the relative score of each alternative along with the sub-score of each individual criterion.

F. Feasible Alternatives Report. The Consultant will summarize the forgoing analysis and comparison of alternatives in a Feasible Alternatives Report that includes a discussion of the various alternatives and the methodology and assessment criteria used to compare the alternatives and presents the Feasible Alternatives Matrix. The Consultant will participate in a workshop with District staff and DSOD to review the draft Feasible Alternatives Report.

Subtask 2.2.3—Assumptions

1. Activity A includes development of up to 15 conceptual alternatives each for Calero and Guadalupe Reservoirs, with the alternatives based on the previously identified seismic remediation concepts for the dam embankments (5 at Calero and 4 at Guadalupe) combined with up to 2 or 3 outlet rehabilitation / replacement concepts, and 1 or 2 spillway modification concepts at each reservoir that may be possible depending on the embankment concept and the level of reservoir drawdown allowed for construction. Construction cost opinions developed under Activity A are considered commensurate with an Association for the Advancement of Cost Engineering (AACE) International Class 5 estimate.

2. Activity D includes development of up to 5 feasible alternatives each for Calero and Guadalupe Dams. Construction cost opinions developed under Activity D are considered commensurate with an AACE International Class 4 estimate.

3. Activity E includes two 1/2-day workshops with District staff (one for Calero and one for Guadalupe). The first part of each workshop will present/discuss the feasible designs for each alternative. The second part will review the preliminary decision model results for the feasible alternatives, and identify the need for any re-weighting of criteria, either for sensitivity testing, or for inclusion in the final model. Based on the modeling and sensitivity testing, it is expected that the Staff Recommended Alternative to be carried forward will be identified. The workshops scopes and not-to-exceed fees are included in Subtask 1.4.

4. Activity F includes two workshops meetings with the District and DSOD together (one for Calero and one for Guadalupe) to review the draft Feasible Alternatives Report before finalization. The workshops scopes and not-to-exceed fees are included in Subtask 1.4.

Subtask 2.2.3—Deliverables

1. Draft and Final Feasible Alternatives Report (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

2. Two Feasible Alternatives Workshops with the District and DSOD together (one for Calero and one for Guadalupe).

Subtask 2.2.4—Develop Staff-Recommended Alternative

Following the identification of the staff-recommended alternative, Consultant will develop the alternative in more detail sufficient to develop a budget level cost estimate. The Consultant will prepare a narrative description and drawings of the staff recommended alternative that will be included as a section in the Planning Study Report. The narrative will describe the key design features, construction and operational requirements, preliminary engineering design criteria, construction cost for the alternative.

Subtask 2.2.4—Assumptions.

1. The staff-recommended alternative will be developed to a level of detail sufficient to prepare an opinion of probable construction cost commensurate with an AACE (Association for the Advancement of Cost Engineering) International Class 3 estimate.

2. Report section will include preliminary engineering design drawings (approximate 20% stage of design development) to illustrate the general configuration and typical sections/details of key components of the alternative sufficient to prepare budgetary cost estimates.

Subtask 2.2.4—Deliverables

1. Draft and Final Staff-Recommended Alternative section of the Planning Study Report (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 2.2.5—Prepare Planning Study Report

The Consultant will prepare a Planning Study Report that describes the Project background, objectives, problem definition, conceptual alternatives analysis, public outreach process, feasible alternatives analysis, staff-recommended alternative, and the basis for its selection. The staff-recommended alternative will be fully described in the report including life-cycle operation and maintenance guidelines and costs, real estate needs, estimated construction costs, schedule, and funding. Supporting calculations and preliminary engineering drawings for the staff recommended alternative prepared will be include as appendices. The Consultant will coordinate a meeting with District staff and the DSOD to review the draft Planning Study Report (PSR) prior to finalization.

Subtask 2.2.5—Assumptions

1. The PSR body will include a summary of the previously prepared Problem Definition (PDR) and Feasible Alternatives Reports (FAR), with the PDR and FAR to be included as separate appendices.

2. This subtask included two workshops with the District and DSOD together (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam) to review the Draft Planning Study Report before finalization. The workshop scopes and not-to-exceed fees are included in subtask 1.4.

Subtask 2.2.5—Deliverables

1. Draft and Final Planning Study Reports (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

2. Two PSR Workshops with the District and DSOD together (one for Calero Dam (including fellows Dike) and one for Guadalupe Dam).

Subtask 2.2.6—Prepare Transition Reports

Consultant will prepare the Planning-to-Design Phase Transition Report to properly transfer Project information to the District. The Transition Report will provide all relevant Project information to the District so that decisions and requirements identified during the Planning Phase will be addressed as Project requirements in the Design Phase. This will assure design deliverables meet Planning Phase objectives, and assure Planning Phase activities are not duplicated during design. Consultant will prepare a draft and final Transition Report.

Subtask 2.2.6—Deliverables

1. Draft and Final Planning-to-Design Transition Report (one for Calero Dam including Fellows Dike) and one for Guadalupe Dam)

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TASK 3—ENVIRONMENTAL DOCUMENTATION AND PERMIT SUPPORT

1. The Consultant will prepare two Environmental Impact Reports (EIRs), one for Calero Dam and Fellows Dike (Elements E1 and E3) and another for Guadalupe Dam (Element E2) that comply with the requirements of the California Environmental Quality Act (CEQA) in a manner such that these documents may be presented to the District's Board of Directors as the CEQA Lead Agency, to enable them to certify the Final Environmental Impact Reports (EIRs) and adopt the Mitigation Monitoring and Reporting Plans (MMRPs). The Consultant will obtain the necessary environmental permits for construction of the Project, as well as permits/clearance needed for field investigations including supplemental geotechnical and borrow investigations.

2. The Consultant will support the District, in their role as the CEQA Lead Agency and primary contact with regulatory agencies for the Project. The regulatory agencies are as follows: State of California Department of Water Resources Division of Safety of Dams (DSOD), United States Army Corp of Engineers (USACE), United States Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW), the Valley Habitat Plan Implementing Entity and the County of Santa Clara (CSC). Under the direction of the District, Consultant will engage key agencies once sufficient Project design details exist, in order to formulate Project design alternatives that address agency concerns, and to develop appropriate CEQA mitigation measures consistent with the anticipated permitting requirements.

3. The Consultant may utilize a staggered scheduling of the two EIRs so that the Consultant may incorporate any applicable comments from the District on the first document into the second document prior to submitting it to the District.

4. The Consultant assumes that the Santa Clara Valley Habitat Conservation Plan (Valley HCP) will be operational, and impacts to upland species and habitat impacts will be permitted under the HCP. The Three Creeks Habitat Conservation Plan (Three Creeks HCP) is not expected to be operational in time for this Project, and impacts to fisheries will need be permitted under the traditional NMFS Section 7 process.

5. Costs for environmental tasks assume economies of scale and a staggered schedule for the two dam projects. Should either dam project be cancelled or substantially delayed, estimated costs for the active dam project will be up to 65 percent of the Task 3 cost for both dam projects.

Subtask 3.1—Develop Initial Regulatory and CEQA strategy, and coordination with regulatory agencies

1. The Consultant will inventory the regulatory permitting needs for the Project, and will work with the District to develop a strategy for pursuing regulatory approvals necessary for the design and schedule requirements of the Project.

2. Environmental permits or approvals for this Project are anticipated to include:

   a. Individual Permits under Clean Water Act Section 404, administered by the U.S. Army Corps of Engineers.

b. Regional Water Quality Control Board authorization under Clean Water Act Section 401, as well as Waste Discharge Requirements pursuant to the State's Porter-Cologne Water Quality Control Act.

c. Approval from the California Department of Fish and Wildlife, including Streambed Alteration Agreements (Fish and Game Code Section 1602).

d. Biological Assessments for submittal to the National Marine Fisheries Service (NMFS) under Section 7 of the federal Endangered Species Act.

3. This task will result in production of Regulatory and CEQA Strategy Technical Memoranda which will outline the various requirements and develop a clear and comprehensive plan and timeline for addressing each.

Subtask 3.1—Assumptions

1. One in-person meeting with District staff and one phone-call with District Staff to discuss CEQA and regulatory lessons learned from the ongoing District projects at Anderson Dam and Almaden Dam, and consider the regulatory and CEQA strategy for the Project.

2. The strategy memorandum will be brief and summarize District and Consultant consensus on regulatory strategy.

Subtask 3.1—Deliverables

1. Draft Regulatory and CEQA Strategy Memoranda (one for Calero Dam (including Fellow's Dike) and one for Guadalupe Dam). (electronic)

2. Final Regulatory and CEQA Strategy Memoranda (one for Calero Dam (including Fellow's Dike) and one for Guadalupe Dam). (electronic and hardcopy)

Subtask 3.2—Perform Environmental Investigations and Studies

The Consultant shall perform investigations and studies needed to evaluate environmental impacts of the Project as required by CEQA and other applicable laws and regulations.

Subtask 3.2.1—Gather and Organize Environmental Information Relevant to the Project

1. Consultant will collect and review existing materials provided by the District as referenced in Attachment Four, Reference Materials, of this Appendix One. Consultant will work with the District to identify any other existing environmental data not provided in Attachment Four. In addition to this information, Consultant will gather other pertinent information from other sources, including:

   a. The Santa Clara Valley Water District Dam Maintenance Program Final PEIR.

b. CEQA document for projects in the vicinity.

c. Planning documents including relevant general plans and/or master plans.

d. The Valley Habitat Plan.

e. Previous reports prepared by H.T. Harvey for District work in the Project area.

f. California Natural Diversity Database (CNDDB) occurrences from the Project vicinity.

g. Species occurrence data and status information compiled by the California Native Plant Society.

h. Water quality and sediment data from RWQCB reports and information used to develop TMDLs for the area.

i. A delineation of the Area of Potential Effects (APE) in consultation with Project engineers and the District. Consultant will conduct a record search of the APE at the Northwest Information Center of the California Historical Resources Information System (NWIC), and compile all documents pertaining to cultural resources identification and evaluation within the APE.

j. For information on potential hazardous materials sites, Consultant will utilize information provided by the District and a database search vender such as Environmental Data Resources Inc. (EDR) to provide data from a large number of databases and will investigate identified sites as needed.

2. Consultant will review the information gathered above and provide the District a list of additional environmental data needs and copies of information materials gathered (not originally provided by the District).

Subtask 3.2.1—Deliverables

1. Environmental data and documents for the Project (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

2. Lists of additional environmental data needs, (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.2.2—Prepare Base Map

1. Consultant shall prepare base maps for the Project areas. The maps shall be prepared in a Geographic Information System (GIS) format compatible with the District's GIS system; have an appropriate level of detail to serve as a basis for the analysis associated with Subtask 3.2.3, and subsequent environmental analysis; be constructed in a manner consistent with the protocol for information sharing of District's GIS department pursuant to Attachment Four, Reference # 19, District Standards for GIS Products; and be consistent with applicable metadata requirements.

2. The base maps will highlight previously mapped environmental resources in the Project areas. The base maps will serve as a platform for additional investigations and use in the CEQA analysis and permitting.

Subtask 3.2.2—Assumptions

1. The District will provide relevant existing and available GIS information currently in their possession.

2. Consultant will utilize existing GIS-compatible data; digitizing or creating new GIS data would require authorization of additional scope and costs by the District under Supplemental Services.

3. The base map will include the entirety of each reservoir and an approximate 2.5-mile wide buffer. Additional offsite areas, such as borrow sites or access roads outside of this buffer could be added as necessary through authorization under Supplemental Services.

Subtask 3.2.2—Deliverables

1. Base maps for Project (one for Calero Dam (including Fellow's Dike) and one for Guadalupe Dam) along with metadata.

Subtask 3.2.3—Summarize Environmental Conditions Based on Existing Data

1. Consultant will review existing reports, plans and policies and other information relevant to the Project, as identified in Subtask 3.2.1, including an assessment of environmental conditions as required by CEQA, the Migratory Bird Treaty Act, state and federal Endangered Species Acts, Clean Water Act, Porter Cologne Act, Fish and Game Code Section 1602, cultural and archaeological statutes, local ordinances, and air quality regulations.

2. Results of Consultant's analysis will be summarized by Consultant in CEQA and permitting documents. Brief memoranda will be produced which identify additional data requirements and environmental issues not previously identified. The memoranda will be submitted to District for review.

Subtask 3.2.3—Deliverables

1. Brief Memoranda identifying additional data required and environmental issues not previously identified. (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.2.4—Prepare Field Investigation Plan

1. Consultant will prepare separate field investigation plans for field studies pertaining to Calero (including Fellow's Dike) and Guadalupe Dams including identified borrow sources /sites and spoil disposal areas as described in Subtask 3.2.5.

2. Based on the data requirements identified under Subtask 3.2.2 and 3.2.3, Consultant will develop draft and final field investigation plans and submit them to District for review. Field investigations for the dams will include habitat surveys for sensitive biological resources, archeological surveys, baseline visual resources, and baseline traffic counts. The investigation plans will provide a description of the work to be conducted, locations, and approximate dates of field surveys, and methods to be used. In cases where equipment must be set up, such as for traffic counts, a drawing will be provided that illustrates approximate locations.

Subtask 3.2.4—Assumptions

1. Existing water and sediment quality data in reports gathered under Task 3.2.1 will be sufficient for CEQA and permitting purposes.

2. No additional baseline air quality data is required because ambient air quality data is available from local air monitoring stations operated by Bay Area Air Quality Management District (BAAQMD).

Subtask 3.2.4—Deliverables

1. Draft and Final Field Investigation Plans (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.2.5—Conduct Field Investigations

Field investigations will be conducted in accordance with the Final Field Investigations Plans reviewed by the District. Proposed field investigations are as follows:

A. **Biological Resources**

1. Biological field surveys for this task will gather the information needed for the EIR, permits, and other agency authorizations. Biological field surveys will consist of habitat assessments at each dam location, conducted by two biologists over a three-day period at each dam. Consultant will map and characterize habitats at a level suitable for the CEQA impact evaluation purposes and to satisfy the requirements of permitting through the Valley Habitat Plan. The habitat data will include the two Project

components, including up to four proposed on-site borrow and/or spoil sites at each dam location.

2. The Consultant will evaluate the availability and potential suitability of existing habitats for special-status species. The dominant biotic communities of the Project area will be characterized based on dominant plant and associated wildlife and will be mapped on the base map developed in Task 3.2.2 (described above).

B. **Jurisdictional Delineation**

The Consultant will conduct field studies at each dam sufficient to identify potentially jurisdictional waters of the U.S. including wetlands, as well as waters of the state. A preliminary jurisdictional delineation will be prepared using the 2008 Corps Regulatory Guidance Letter, the 2007 Memorandum re: Clean Water Act (CWA) Jurisdiction Following U.S. Supreme Court Discussion in "Rapanos v. United States," the 2012 National Wetland Plant List, and the 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0).

C. **Cultural Resources**

1. Consultant will conduct field surveys for archaeological and historic-era built environment resources within the Area of Potential Effect (APE), consisting of a pedestrian-level survey at each dam (including Fellows Dike for Calero Dam), and up to four (4) proposed on-site borrow areas and/or spoil sites at each dam location. Consultant proposed level of effort assumes that the existing documentation of historic-era resources at Fellows Dike is complete and will not require updates.

2. The Consultant will contact the State of California Native American Heritage Commission (NAHC), and individuals identified by the NAHC, in order to notify individuals with an interest or potential knowledge of cultural resources in the area.

3. All gathered data will be used by Consultant to compile a technical report adhering to Secretary of the Interior Guidelines, which can be used in support of CEQA and Section 106 documentation, and the acquisition of federal permits.

D. **Aesthetics**

The Consultant will conduct field visits to each dam to assess existing visual resource conditions in the Project area. The field visits will include an inventory, including photo documentation of the following existing conditions: viewpoints; notable visual resources; and vividness, intactness, and unity of the Project area. Photographs will be taken at the time to be used in the analysis and for graphics.

E. **Traffic**

The Consultant will perform a field traffic assessment to qualitatively describe site conditions and will conduct daily traffic counts at up to five locations for each dam using machine traffic counting equipment.

F. **Hazardous Materials**

The Consultant will conduct a hazardous materials site database search for the Calero and Guadalupe Dams locations, using a vendor such as Environmental Data Resources, Inc. (EDR). After reviewing the database records, the Consultant will conduct a field visit to sites with known contamination that have the potential to be disturbed during construction to gather additional site-specific information.

Subtask 3.2.5—Assumptions

1. Noise surveys will not be performed. Consultant will assume noise typical for rural environments.

2. Simplified technical memoranda: Field notes will be typed for internal Consultant use, in sufficient detail to prepare primary regulatory documents (EIR and permits), but individual technical memoranda for each field investigation will not be provided to the District.

3. Existing mercury sampling data will be sufficient to meet regulatory requirements. Should preparation of a mercury sampling plan and field sampling for mercury be necessary, it will be conducted under a separate cost and scope as Supplemental Services.

4. Species-specific or protocol level surveys are not included in the scope for Task 3. If necessary for this Project, protocol level surveys for special status plants will be conducted under Task 6, Supplemental Services.

5. Suitable borrow material will be available on-site and surveys of potential borrow areas at an off-site or a distant location will be conducted under Task 6, Supplemental Services.

6. Fisheries field work is not included in the scope for Task 3. Consultant will rely on existing data from the District and others regarding fisheries resources within the Project area.

7. Existing hazardous materials data will be sufficient to meet regulatory requirements. Should preparation of a hazardous materials sampling plan and field sampling be necessary, it will be conducted under a separate cost and scope as Supplemental Services.

Subtask 3.2.5—Deliverables

1. Technical Memoranda summarizing all field investigations, with major findings, implications for Project, fatal flaws, and outstanding data needs. (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.3—Prepare Project Description And Initial Study Checklist (IS)

The purpose of this task is to accurately describe the elements of the proposed Project based on the Staff-Recommended Alternative and the Planning Study Report. The description of the proposed Project Components will be used in the environmental review process and to document the level of environmental review that will be undertaken to meet CEQA requirements through development of an Initial Study (IS) and Internal Decision Memorandum prepared by the District (IDM). The IS will also indicate resource areas requiring more detailed analysis and those areas that do not involve significant issues.

Subtask 3.3.1—Prepare Project Description

Consultant will work with District to produce draft and final detailed Project descriptions for each EIR for use in the CEQA process, based on the review and analyses conducted in the previous two tasks. Some elements of the proposed Project such as borrow areas, staging areas, haul routes, dewatering, stream flow bypasses, and access areas will also be described. The Project Descriptions will include descriptions of design for intakes, outlets, and spillways; description of surrounding areas influenced by the reservoir and flow releases; construction techniques and equipment to be used; and construction phasing for each dam and typical operation and maintenance requirements.

The Project descriptions will be subject to District review prior to completion of the final Project descriptions by Consultant.

Subtask 3.3.1—Deliverables

1. Draft and Final CEQA Project Descriptions. (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.3.2—Prepare Initial Study Checklist (IS)

The Initial Studies for each dam will be used by Consultant to determine issues requiring detailed analysis in the EIRs. The Checklist will be based on the current CEQA Appendix G checklist and District guidance. Consultant will provide brief supporting text to explain the basis for the conclusions identified in the checklist. The Consultant will also provide conceptual level information related to impacts and potential qualitative, early conceptual level mitigation.

Subtask 3.3.2—Assumptions

1. Once Final Project Descriptions are developed, there will be no subsequent substantive changes in Project designs and plans that would necessitate

changes to the Project Description or substantively alter the scope of the environmental analysis.

2. The evaluation described in Task 3.4 below will focus on the potentially significant impacts identified in the IS checklist, or as appropriate, those raised during the scoping period.

3. The following resource topics will be dismissed from further consideration in the Initial Study (others may be eliminated as well): agricultural and forest resources, mineral resources, and population/housing.

4. The District will prepare the Internal Decision Memorandum as required by QEMS guidelines using information from this task.

5. Initial Study analyses will be qualitative. Substantive analyses, as needed, will be performed under Task 3.4.3.

Subtask 3.3.2—Deliverables

1. Draft Initial Studies (one for Calero (including Fellows Dike) and one for Guadalupe Dam)(electronic).

2. Final Initial Studies (one for Calero (including Fellows Dike) and one for Guadalupe Dam). (electronic).

Subtask 3.4—Prepare Draft Environmental Impact Report

Following completion of Task 3.3, development of Draft Environmental Impact Reports will be undertaken by Consultant. This task includes the steps to prepare two Draft EIRs, in addition to the Notices of Preparation to announce the upcoming environmental review, administrative drafts for District review and public drafts to be circulated for comment.

Subtask 3.4.1—Prepare Notice of Preparation

Consultant will prepare Notices of Preparation (NOP) for each dam to announce the upcoming environmental review and solicit public input on the scope and content of the EIR. The NOPs will include the IS's developed under Task 3.3, to inform public input regarding the environmental analysis. The two IS's developed under Task 3.3 above will be included with the NOP as an attachment, to help obtain public input regarding the impact topics to be included or dismissed from the EIR.

Subtask 3.4.1—Assumptions

1. District will provide an initial list of interested parties.
2. District will provide a mailing list for each dam.
3. District will distribute the NOPs.

Subtask 3.4.1—Deliverables

1. Draft NOPs (electronic); Final NOPs (15 paper copies plus one electronic copy) (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

Subtask 3.4.2—Conduct Environmental Scoping

1. In collaboration with District, Consultant will schedule and plan up to four public scoping meetings required by CEQA (two for each dam). At District's direction, Consultant will attend the meeting, answer questions, and solicit comments from the public and prepare detailed meeting notes. Consultant will prepare informational and presentation materials for the meeting. The location for the scoping meetings will be determined in consultation with the District Project Manager. Consultant will compile comments received at the scoping meeting and in response to the NOP and prepare a Scoping Summary Report.

2. Consultant will document and provide public comments to District.

Subtask 3.4.2—Assumptions

1. District will provide service to capture public comments.

2. Consultant will not provide a meeting transcript.

3. District will make meeting place arrangements, facilitate the meeting, and make the presentation.

Subtask 3.4.2—Deliverables

1. Draft and final public scoping meeting materials (paper and electronic) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam), scoping materials will include comment cards and up to two boards per dam.

2. Scoping Summary Reports (electronic) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.4.3—Prepare Administrative Draft EIR (ADEIR)

Consultant will prepare separate Administrative Draft EIRs for each dam including assessments of up to four (4) borrow and/or spoil areas for each dam. The ADEIR will incorporate the data and information collected and reviewed during previous tasks including Task 3.2, as well as comments submitted during the public scoping period. Technical analyses and impact assessments will be prepared using the impact topics and significance thresholds prescribed in Appendix G of the CEQA Guidelines, District input, and other applicable standards provided by the District. Only those impacts identified in the IS as a "potentially significant impact" will be evaluated in the ADEIRs. Appropriate mitigation measures will be identified for significant impacts, including the use of approved BMPs normally implemented by the District. Consultant will use mitigation measures developed for the Districts Dam Maintenance Program EIR to the

extent that they are applicable to impacts of the Seismic Retrofit Project. Proposed borrow sites will be also assessed in the environmental analysis. The approaches to each of the environmental topics that Consultant will address in the EIR are described below.

A. Aesthetics

Consultant will describe the existing aesthetic conditions, including sensitive visual resources and sensitive visual receptors, and will analyze temporary aesthetic impacts from construction as well as long-term changes in aesthetic character. Consultant will use CEQA significance thresholds from the San Jose Envision 2040 visual resources policies and the County of Santa Clara's General Plan scenic resources policies to analyze impacts to aesthetic resources.

B. Air Quality/Greenhouse Gas

1. Consultant will analyze the potential significance of the Project's air quality and greenhouse gas emissions associated with Project construction. Each EIR will describe the existing air quality conditions of the Project area and San Francisco Bay Area Air Basin, the federal, state, and Bay Area Air Quality Management District regulations applicable to the Project, and the potential impacts from the Project's emission-generating activities. These activities include fuel combustion in construction equipment and fugitive dust generation during dam stabilization, breaching of Fellow's Dike, and borrow and spoils material transport.

2. Each EIR's impact analysis (prepared by the Consultant) will assess the significance of: 1) construction equipment emissions; 2) the health risks associated with the Project's emissions (i.e., carcinogenic and non-carcinogenic health risks); and 3) odors associated with the Project's emissions. The analysis would use methodologies consistent with the most recent guidelines available from the BAAQMD.

3. If necessary, the EIR (prepared by the Consultant) will acknowledge and disclose the potential for risks associated with airborne asbestos fibers or other contaminants associated with borrow area soils or dredge spoils, however, the EIR will not model or quantify the incremental risks associated with this impact because federal and state regulatory processes are in place to quantify and control the risks associated with this potential impact (e.g., BAAQMD Regulation 11, Rule 14 - Asbestos Containing Serpentine).

4. Consultant will prepare a discussion of the potential impacts associated with implementation of the proposed Project in the context of existing BAAQMD guidance. Consultant will use the 2011 CEQA thresholds to complete the air quality impact analysis as they still provide substantive thresholds for the analysis since there is substantive evidence for the use of these thresholds (BAAQMD CEQA Guidelines Update, Appendix D: Threshold of Significance Justification, May 2010).

5. Greenhouse gas impact analyses (prepared by the Consultant) will be based on the construction traffic projections, as described below. The impact analysis will be completed by evaluating whether the Project will comply with state Assembly Bill (AB) 32 GHG goals, consistent with BAAQMD, however, since this is a construction-only Project, no long-term greenhouse gas impacts are expected.

C. Biological Resources

1. Consultant will use the information collected in Task 3.2 and experience on similar dam projects in the region to evaluate the biological resources in the ADEIR. The biological resource evaluations will address each of the components of the Project in the context of the biotic resources of the Project sites and vicinity and identify site-specific direct, indirect and cumulative impacts. Consultant will assess potential impacts to special-status species, sensitive habitats, as well as jurisdictional waters. This analysis will include an evaluation of the effects of reservoir dewatering and stream flow reductions on downstream fisheries habitats at Calero Dam and Guadalupe Dam. Consultant will evaluate impact significance using the thresholds provided in the CEQA Guidelines and the District's guidance.

2. Mitigation will be developed by the Consultant in coordination with the District to address potentially significant impacts of the Project on biotic resources on and off the Project site. Potential mitigation options to be evaluated will include avoiding the impact, minimizing the impact by decreasing the timing and locations of the proposed actions, restoring the biotic resource to its former condition after the impact has occurred, reducing or eliminating the impact over time by appropriate preservation and maintenance operations during the life of the Project, and/or compensating for the impact by replacing elsewhere those habitats or those biota that have been adversely affected.

D. Cultural Resources

Consultant will conduct a cultural resources evaluation for both dams in compliance with CEQA, NEPA, and Section 106 of the National Historic Preservation Act (Section 106). Consultant will use the results of recent cultural resources studies conducted within the Project areas and collected as part of Task 3.2—such as those in support of the Final Program Environmental Impact Report for the Santa Clara Valley Water District (SCVWD) Dam Maintenance Program—in order to assess Project effects, make mitigation recommendations, and make recommendations of eligibility for listing on the National Register of Historic Places (NRHP) and/or the California Register of Historical Resources (CRHR).

E. Geology and Soils

Using prior site-specific knowledge and existing data, Consultant will analyze the Project's potential to expose people or structures to substantial adverse effects from the rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, or landslides. Consultant will also address the potential for soil erosion and liquefaction, and will recommend mitigation measures to minimize the loss of topsoil and erosion during construction.

F. Hazards and Hazardous Materials

Consultant will evaluate potential threats to public health and safety from hazardous materials and other hazards that could result from Project construction. Consultant will review available environmental database reports collected under Task 3.2, describe the regulatory framework, and potential impacts from construction. Potential disturbance of existing hazardous materials/contamination sites located within the area of construction disturbance and 1/8 mile around construction disturbances will be evaluated.

G. Hydrology and Water Quality

Consultant will evaluate impacts to hydrology, flood control, and water quality, and in particular assess construction impacts on water quality and hydrology parameters, along with applicable federal, state, and local regulations. Consultant will evaluate potential water-quality impacts that could stem from reservoir dewatering, construction of cofferdams, and other in-water and near-water Project construction activities. Consultant will evaluate the potential for Project activities to expose or mobilize mercury (a greater concern at Guadalupe Reservoir), both during and following construction activities. Consultant will also prepare an analysis for potential bioaccumulation of contaminants resulting from aqueous mobilization due to drawdown, cofferdam, and in-water construction activities. This analysis will consist of a qualitative evaluation of the construction work relying on water and sediment contaminant data supplied by the District (if available) or otherwise publically available.

H. Noise

1. Noise and vibration impacts associated with the Project are anticipated to be limited to temporary noise from on-site construction activities and haul trucks traveling on local streets to and from the two dam locations. Consultant will describe in each EIR the existing noise and vibration environment of the Project area, identify sensitive receptors, and compare projected construction noise to local noise standards (i.e., County of Santa Clara and City of San Jose).

2. Consultant will, in each EIR, identify typical construction equipment sound levels, quantify peak and typical construction activity noise levels (including attenuation due to topography and ground cover), and, if necessary, identify best management practices or mitigation measures to

reduce the magnitude of potential construction noise impacts, such as restricted work hours or blasting noise management plans if blasting is proposed.

I. Land Use and Planning

Although the Project would be exempt from local building and zoning ordinances under California Government Code Section 53091, Consultant will assess whether the Project would conflict with local land use plans, policies and regulations adopted for the purpose of avoiding or mitigating an environmental effect. The impact analysis will consider relevant policies from local jurisdictions including the City of San Jose General Plan and Zoning Ordinance, County of Santa Clara General Plan and Zoning Ordinance and County of Santa Clara Parks and Recreation Department policies (related to the breaching of Fellow's Dike).

J. Traffic and Transportation

The transportation analysis will focus on construction impacts only. Working with the Project engineers, Consultant will prepare Project trip and vehicle miles travelled (VMT) estimates including construction vehicles and workers. The VMT due to the Project will be used in modeling for air quality and greenhouse gas (GHG) emissions estimation in the EIR. Consultant studies will also evaluate site access and roadway systems near the dams in terms of roadway widths, curvatures, capacities, pavement strength, and integrity to identify appropriate access routes, seeking the least impact and shortest distance. Consultant will identify local roadways near the access points to the dam construction area that may experience short-term construction impacts in the section and will discuss potential delay on these roadways related to construction activities in terms of "time spent following" construction vehicles.

K. Recreation

Each EIR will contain an analysis of the relevant Project Component's impacts to recreational resources during Project construction and long-term operation of the dams and reservoirs once the retrofit Project is completed. Significance thresholds from the San Jose Envision 2040 Parks, Open Space and Recreation policies and the Santa Clara County General Plan recreation policies will be used to analyze impacts to recreation facilities.

L. Utilities and Service Systems

The primary function of Calero and Guadalupe Dams is to store and convey water supply. Construction of the proposed dam improvements may temporarily affect water supply availability and distribution, the impacts of which the Consultant will evaluate. Other public utilities, such as electricity, gas, stormwater, and wastewater facilities would not likely be affected. While the intent of the Project is to avoid alterations to public services such as police enforcement and fire protection, Consultant will evaluate the potential effects on

these services. If necessary, Consultant will identify feasible and appropriate measures for avoiding or reducing impacts to public utilities and services.

M. Cumulative Impacts

1. Consultant will prepare a cumulative analysis for projects that may occur at the same time or near the Project vicinity. This may include other District dams such as Almaden or Anderson, depending on how construction schedules for those projects coincide with the construction schedules of the Guadalupe and Calero Project Components.

2. The documents will also contain sections on CEQA alternatives and other statutory considerations, including growth inducement or irreversible impacts, as well as lists of preparers and appropriate appendices.

Subtask 3.4.3—Assumptions

1. The study area for biological and cultural field surveys will be limited to the core Project areas, including Guadalupe Reservoir and Dam, Calero Reservoir and Dam (including Fellows Dike) and immediate environs. Surveys in additional Project areas outside the core areas such as off-site borrow areas, staging, disposal; water storage and release areas would require additional scope and not-to-exceed fees and may be performed as Supplemental Services.

2. Borrow areas will be identified on-site.

3. Land Cover Maps produced for the ADEIRs will be appropriate to meet the requirements of the Valley Habitat Plan application package in Task 3.7.

4. The District will provide a list of its concurrent projects to be analyzed for cumulative impacts. Consultant will contact County of Santa Clara for a list of other projects in the area to include in the cumulative analysis.

5. No visual simulation modeling will be needed, and photography of the existing areas will be sufficient to present the analysis of aesthetic impacts.

6. Consultant work effort does not include recreation counts, surveys, or outreach to the recreation community.

7. No field work or laboratory analysis is necessary to evaluate hydrology and water quality for this task.

Subtask 3.4.3—Deliverables

1. Ten (10) hard copies of each Administrative Draft EIR, one unbound hard copy; and electronic copies in PDF and MS Word formats (paper and electronic) (one set for Calero (including Fellow's Dike) and one set for Guadalupe Dam).

Subtask 3.4.4—Prepare Draft EIR

Based on District comments provided to Consultant, Consultant will revise the Administrative Draft EIR(DEIR)s. The resulting document/s will be the Public Draft EIRs. District will review screen check copies of the Draft EIRs to ensure that comments have been incorporated prior to printing.

Subtask 3.4.4—Assumptions

1. One in-person meeting at the District's office or conference call for each DEIR to review District comments.

2. Hardcopy documents will be comb bound or in binders.

Subtask 3.4.4—Deliverables

1. Screen-check Draft EIR (3 paper and 1 electronic copy) (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

2. 75 copies of the Public Draft EIRs (20 paper and 55 electronic copies on CDs), along with an unbound, reproducible copy. Electronic copies will be submitted on CD in both high resolution and low resolution versions (less than 4 MB), suitable for downloading from the District's website. The electronic copy will include separate files by chapter or resource section for ease of downloading. (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

Subtask 3.5—CEQA Public Noticing and Participation Requirements

This task identifies the steps required for release and public review of the Draft Environmental Impact Report.

Subtask 3.5.1—Prepare Information for District Website and Filing Draft EIR with the State Clearinghouse

1. Consultant will prepare a Notice of Availability (NOA) for each dam for public mailing and posting on the Districts website. The NOAs will be developed in compliance with CEQA Guidelines Sections 15087 and 15105.

2. The Consultant will send the NOAs to the County of Santa Clara Clerk/Recorder for recording and all responsible and trustee agencies, and the State Clearinghouse. The NOAs will be mailed to the public by the District. The District will publish the NOA in a newspaper of general circulation consistent with District public outreach procedures.

Subtask 3.5.1—Assumptions

1. District will prepare and pay for newspaper advertisements.
2. District will distribute materials except as noted above.

Subtask 3.5.1—Deliverables

1. Draft and Final NOA or publication on District website and State Clearinghouse filing. (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

2. Newspaper advertisements, if these must be formatted differently from the NOA. (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

Subtask 3.5.2—Prepare Notice of Completion for Filing with State Clearinghouse

In coordination with District, Consultant will prepare the Notice of Completion (NOC) that contains a brief Project description and location, address where the Draft EIR is available for public review, and the dates of the review period. The Consultant will submit the NOC to the State Clearinghouse, along with the NOA prepared under this Task to start the 45-day public review period in compliance with CEQA Guidelines Section 15085.

Subtask 3.5.2—Deliverables

1. Draft and Final NOC for Calero Dam (including Fellows Dike) and Guadalupe Dam.

2. State Clearinghouse filing materials for Calero Dam (including Fellows Dike) and Guadalupe Dam (15 CDs and 15 copies each of the Executive Summary).

Subtask 3.5.3—Prepare for and Attend Public Hearing

During the public comment period Consultant will support the District in preparing for public meetings or hearings for the District Board of Directors. Consultant will assist the District in presenting the Project, describe the CEQA process, and answer questions on the EIR from the Board of Directors and public. Consultant will record notes during the public meetings and hearings. As part of this task, Consultant will prepare meeting notices / announcements, public hearing and meeting displays, handouts, presentations in coordination with the District. Consultant will record written public comments during these hearings and meetings.

Subtask 3.5.3—Assumptions

1. One public meeting will be held for each dam EIR at a community facility near each project location. The District will handle arrangements for the meeting rooms and will facilitate the meetings and present the Project.

2. District will provide service to capture public comments.

3. Consultant will respond only to written comments submitted on the EIRs by mail or on comment cards at the meetings, or notes captured by the District.

4. Consultant will maximize use of master responses and will respond to up to 30 comment letters or 300 total comments per dam EIR.

Subtask 3.5.3—Deliverables

1. Public Hearing Display Material (up to 4 presentation boards for each dam) (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

2. Agenda(s) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

3. Presentation(s) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

4. Handouts (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

5. Public comment cards. (paper)

6. Meeting Notes (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.5.4—Respond to Public Comments

After the close of the public comment period on the Draft EIRs, Consultant will review comment letters provided by the District and will prepare a numbered matrix of all public comments received. Consultant will assess whether they can address certain comments with "Master Responses." For comments that require individual responses, Consultant will prepare those as appropriate.

Subtask 3.5.4—Assumptions

1. One conference call for each dam EIR to discuss comment matrix and strategy to respond to comments.

Subtask 3.5.4—Deliverables

1. Draft Responses to Comments (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.6—Prepare Final Environmental Impact Report

Following completion of the public review process for the Draft EIR, the Final EIR will be completed by Consultant.

Subtask 3.6.1—Prepare Final EIR

1. Based on the public comments and the Draft Response to Comments in Subtask 3.5.4, Consultant will prepare the Administrative Final EIR, incorporating public comments, responses to comments and content of the Draft EIR. The Administrative Final EIRs (AFEIR) for each dam will include copies of the comment letters received on the Public Draft EIR, a specific response to each comment (from revised (after District comments) Response to Comments Report), and any text edits to the Draft EIR as a result of public comments. Based on District comments, Consultant will revise the response to comments to develop a Final Response to Comments. The Final Response to Comments Report will be included in the Final EIRs.

2. The AFEIRs will also include the Mitigation, Monitoring, and Reporting Program (MMRP). Consultant will prepare Draft MMRPs for each dam in compliance with CEQA Guidelines Section 15097 and District QEMS guidelines. The MMRPs will incorporate the mitigation measures proposed in the Draft EIRs with information including, but not limited to responsibility for performing the measures, standards of performance, and the entity responsible for ensuring the mitigation is carried out as specified.

3. Consultant will complete the Final EIRs based on comments received from the District on the Screen Final EIRs. Preparation of the Final EIRs is assumed primarily related to document layout, format, and final editing.

4. A copy of the Final EIRs (on CD) will be provided by the Consultant to any public agency that submitted comments on the Public Draft EIRs and per CEQA Guidelines Section 15089(b), the Final EIR will be distributed to commenting agencies at least ten days prior to certification of the Final EIR.

Subtask 3.6.1—Assumptions

1. One in-person meeting at the District's office or conference call for each AFEIR to review District comments. The District will provide a set of consolidated comments on the Draft Response to Comments Reports with any discrepancies resolved.

2. Quantitative reanalysis to respond to Draft EIR comments and changes to the Project Description that require EIR updates between Draft and Final versions may be performed under to Task 6,Supplemental Services.

Subtask 3.6.1—Deliverables

1. Administrative Final EIRs with MMRPs - 10 hard copies, plus one unbound, reproducible copy, along with an electronic copy of each AFEIR in both PDF and MS Word format. (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

2. Screen Check Response to Comments on AFEIRs and MMRPs – 3 bound copies plus a CD with PDF and MS Word versions (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

3. Final EIRs—20 hard copies, plus one unbound, reproducible copy, of the Final EIR for the District's internal use, reproduction, and distribution. Consultant will also produce PDF and MS Word versions of the document on CD. (one set for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam).

Subtask 3.6.2—Prepare Findings and Statement of Overriding Considerations

In coordination with the District, Consultant will prepare draft Findings for each Project Component for each significant impact, and a Statement of Overriding Consideration for significant impacts found to be unavoidable, if applicable, for the District's use in certifying the Final EIRs and approving the Project. The Statements of Overriding Considerations, if required, will express the District's reasons for approving a Project that would have significant, unavoidable impacts on the environment. The Statement of Overriding Considerations will be based on supporting evidence in the administrative record. Consultant will prepare the findings in compliance with CEQA Guidelines Section 21081 and 21081.5. Following review and comment of the draft Findings, Consultant will finalize the Findings for adoption.

Subtask 3.6.2—Deliverables

1. Draft and Final Findings and Statement of Overriding Considerations. (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.6.3—Prepare Notice of Determination (NOD)

Consultant will prepare draft Notices of Determination for District review and filing once the Project has been approved by the District Board of Directors. Within 5 days of Project approval, Consultant will file the Notice of Determination with the County of Santa Clara clerk and mail it to anyone who requested a copy of the notice.

Subtask 3.6.3—Deliverables

1. Draft and Final Notice of Determination. (one for Calero Dam (including Fellows Dike) and one set for Guadalupe Dam)(electronic).

Subtask 3.6.4—Assist with Public Hearing and Certification of EIR

Consultant will provide support to District for the public meeting(s) or hearing(s) where the District Board of Directors considers the EIR for approval. Consultant (as needed) will attend the Board's meeting, as requested. Consultant will record notes of public comments during the meeting and provide those comments to the District.

Subtask 3.6.4—Assumptions

1. Two hearings (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam) to be held at the District's boardroom. District will present Project to the Board.

2. No official transcription will be provided. Notes from the public meeting will be prepared for the District's review. Copies of all comments received in writing will be provided to the Consultant by the District.

Subtask 3.6.4—Deliverables

1. Public Hearing Displays, Handouts (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

2. Meeting notes from public meeting (hearing) (one for Calero Dam (including Fellows Dike) and one or Guadalupe Dam).

Subtask 3.7—Prepare Regulatory Permitting

The purpose of this task is for Consultant to produce permit applications, environmental documents and other supporting material needed for Project implementation. District will take the lead in negotiations with regulatory agency staff. Consultant will provide support with negotiations as noted below.

Subtask 3.7.1—Assist with Initial Regulatory Agency Consultation

Under the direction of District, Consultant will plan and participate in initial consultation(s) with regulatory agency personnel. Consultant will be responsible for keeping detailed notes of meeting(s).

Subtask 3.7.1—Assumptions

1. Up to two pre-application consultation meetings and two post application consultation meetings with regulatory agency personnel either at their offices in Santa Rosa, Sacramento or the San Francisco Bay Area.

Subtask 3.7.1—Deliverables

1. Initial Consultation Meeting Agenda and Notes. (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.7.2—Prepare Draft Permit Applications

1. In consultation with the District, Consultant will prepare draft permit applications for compliance with applicable regulations for the following agencies:

    a. United States Army Corp of Engineers (USACE);
    b. San Francisco Bay Regional Water Quality Control Board (RWQCB);

c. California Department of Fish and Wildlife (CDFW);
d. Valley Habitat Plan Implementing Entity.

2. For each application, Consultant will first prepare a draft version of the application for review by the District. Based on District comments, Consultant will revise the draft applications. Consultant will finalize the applications for submittal to the regulatory and local agencies under Task 3.7.5.

3. The Draft Permit Applications are listed below:

1. U.S. Army Corps of Engineers

The Project will require approval from the USACE under Section 404 of the federal Clean Water Act (CWA). An Individual Permit Application will be prepared for each Project Component (one for Calero Dam (including Fellow's Dike), and one for Guadalupe Dam) that will consist of the following:

a. **Cover Letter.**

b. **Engineer Form 4345, Application for Standard Permits.** This is the standard permit application form for USACE permits. The Jurisdictional Delineation conducted as part of Task 3.2 and the Project description utilized in the EIR, along with USACE discussions, will determine if the Project Component qualifies for authorization under an existing Nationwide Permit or if a USACE Individual Permit is required. Consultant assumes that USACE Individual Permits will be required for work at both dams due to the locations and types of work required upstream and downstream of the two dams.

c. **404(b)(1) Alternatives analysis and Environmental Assessment** (if necessary)**.** If an Individual Permit is required, Consultant will prepare the following supporting documents: 1) an alternatives analysis pursuant to CWA Section 404(b)(1), and 2) an analysis of compliance with the National Environmental Policy Act (NEPA). The alternatives analysis will identify the least environmentally damaging practicable alternative. These analyses are not necessary if the Project Component qualifies for authorization under a Nationwide Permit.

d. **Mitigation and Monitoring Plan.** Consultant will utilize the Mitigation and Monitoring Plan (MMP) developed under Task 3.7.4 to support the USACE Application.

e. **Public Notice** (if necessary)**.** For each Individual Permit, Consultant will prepare a draft of the public notice for USACE's finalization and publishing in the Federal Register.

f. **Jurisdictional Delineation and Biological Assessments.** Consultant will utilize the Jurisdictional Delineation conducted as part of Task 3.2 to support this application. Consultant will prepare a Biological Assessment under Task 3.7.3 to support the USACE formal consultation with the National Marine Fisheries Services (NMFS). However, Consultant assumes that the requirements for formal consultation with the United States Fish and Wildlife Services (USFWS) will be minimal because the proposed Project is covered under the Valley Habitat Plan Section 10 Permit. Therefore, the USFWS Biological Assessment will consist of a brief letter summarizing compliance with the terms of the Section 10 permit.

g. **Cultural Resources Investigation for Section 106 Compliance.** The background research and field studies under Task 3.2 will be used to prepare a Section 106 complaint cultural resource technical document required by the Corps in their 404 permitting process. In support of the 404 permit applications, Consultant will prepare a Draft and Final Finding of Effect (FOE) cover letter. The cover letter will briefly describe the Project and the Project activities that are subject to permitting. The FOE will describe any NRHP/CRHR-eligible resources potentially affected by the Project. Consultant will support the District's role to work with the federal Section 106 lead agency (USACE) in order to ensure appropriate consultation with Native American representatives and the State Office of Historic Preservation, successful compliance with Section 106, and issuance of federal permits.

Consultant will prepare a Memorandum of Agreement (MOA) prior to completion of the Section 106 process and issuance of the 404 permit per USACE and the State Historic Preservation Office (SHPO) requirements. It is anticipated that a Treatment Plan for the affected structures at Fellows Dike would be required prior to construction, but not necessary for 404 permit issuance. If required by the USACE for permit issuance, Consultant will prepare a Treatment Plan if authorized as a Supplemental Service.

2. San Francisco Bay Regional Water Quality Control Board

Both Components of the proposed Project will require authorizations from the San Francisco Bay RWQCB including a water quality certification (WQC) under Section 401 of the CWA and waste discharge requirements (WDR) under the state Porter-Cologne Water Quality Control Act.

Consultant will prepare the following items in support of the RWQCB permit applications for each Project Component (One for Calero Dam

including Fellow's Dike and one for Guadalupe Dam):

a. **Cover Letter.**

b. **Form R2C502-E, Application for 401 WQC and/or Report of Waste Discharge.** This is the standard permit application form for RWQCB 401 WQC and/or WDR.

3. California Department of Fish and Wildlife

The proposed Project will require approval from CDFW pursuant to Fish and Game Code Section 1602 (Lake or Streambed Alteration Agreement [LSAA]).

Consultant will prepare the following items to support acquisition of a LSAA for each Project Component (One for Calero Dam including Fellow's Dike and one for Guadalupe Dam):

a. **Cover Letter.**

b. **Form FG2023, Notification of Lake or Streambed Alteration.** This is the standard permit application form for a Streambed Alteration Agreement.

4. Santa Clara Valley Habitat Conservation Plan Implementing Entity

Consultant anticipates that the Incidental Take Permits issued by USFWS and CDFW under the Valley Habitat Plan will be issued and available for use by the Project in accordance with the Federal Endangered Species Act (FESA) and California Endangered Species Act (CESA) by the time this Task is started. The Valley Habitat Plan requires submittal of project-specific documentation to the Implementing Entity. The process for review and approval of the documentation has not yet been established and may be subject to change.

Consultant will use District's existing documentation of resources, and the habitat level studies scoped under Task 3.2, to evaluate potential impacts to biological resources within the Project area and vicinity to satisfy the Valley Habitat Plan species-specific survey. The conditions for the following biological resources will be addressed as appropriate:

a. California red-legged frog, foothill yellow-legged frog, and western pond turtle
b. Contra Costa goldfields
c. Serpentine-endemic rare plants
d. Bay checkerspot butterfly habitat
e. Blue and valley oaks
f. Western Burrowing Owl
g. Least Bell's Vireo
h. Tricolored Blackbird

Consultant will prepare the following items in support of the Valley Habitat Plan Implementation Applications. One package will be prepared for each Project Component (One for Calero Dam including Fellow's Dike and one for Guadalupe Dam):

a. **Cover Letter.**

b. **Reservoir-Specific Dewatering Plan.**

c. **Habitat Plan Application Package.** The Habitat Plan Application Package will include the following information as specified in the Valley Habitat Plan:

   i. A description of the Project and a map showing the location;

   ii. Documentation of existing land cover types in the Project area from District-provided information;

   iii. A map of wetlands and other waters in the Project area;

   iv. Results of species surveys previously conducted within the proposed Project region; and

   v. Documentation of additional avoidance and minimization measures that will be implemented.

Subtask 3.7.2—Assumptions

1. USACE

a. Project design changes following finalization of the HMMP may require revisions to the HMMP. If so, it may be conducted under Supplemental Services.

b. Mitigation design plans and specifications are not included in the Consultant scope of work and may be conducted under Supplemental Services.

c. The USACE will verify the preliminary jurisdictional determination based on the delineation conducted as part of Task 3.2. Typically, this is adequate for most projects evaluated by the USACE. If not adequate, preparation of additional materials required for an approved determination may be conducted under Task 6, Supplemental Services.

d. Field delineations for waters and wetlands for upstream water storage opportunities or downstream water release locations are not included. However, Fellows Dike area is included.

e. For permitting purposes, a Treatment Plan for Historic Resources at Fellow's Dike is not required for Section 106 compliance. A Treatment Plan will be required prior to construction and may be prepared during final design.

2. RWQCB

a. The preliminary jurisdictional delineation in Task 3.2 will identify waters of the state and the HMMP prepared for the USACE will contain elements required by the state and will be sufficient for the RWQCB review.

b. Sediment and water quality data sufficient for RWQCB review and approval is available and will be provided by the District.

3. CDFW

a. The HMMP prepared for the USACE will be prepared with enough content and detail to be sufficient for the CDFW review.

b. The Jurisdictional Delineation submitted to the USACE will be acceptable to CDFW for waters of the state.

4. Valley Habitat Plan Implementing Entity

a. Where the District is unable to supply data to meet the species-specific surveys, additional surveys may need to be performed under Task 6, Supplemental Services.

b. USACE consultation with USFWS for Section 7 and/or additional agency review as required by the Valley Habitat Plan will be limited to USFWS review of the Habitat Plan Application Package and the Reservoir-Specific Dewatering Plan. No additional documents will be prepared.

c. If preparation of a Project specific Biological Assessment for Section 7 consultation with the USFWS is determined to be required, it may be conducted under Task 6, Supplemental Services.

Subtask 3.7.2—Deliverables

1. Draft Permit Applications for each agency referenced in this subtask 3.7.2. (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam). Draft Permit Applications include:

a. USACE Section 404 Nationwide Permit Pre-construction Notification or Individual Permit Application.

b. San Francisco Bay RWQCQ 401 WQC/WDR Application.

c. CDFW LSAA Notification.

d. Valley Habitat Plan Implementation Application.

Subtask 3.7.3—Prepare NMFS Biological Assessment

1. In consultation with District, Consultant will prepare for District review the draft and final Biological Assessment (BA), as appropriate, for each dam to facilitate the USACE's formal Section 7 consultation with NMFS regarding potential Project impacts to listed fish species and critical habitat regulated by NMFS.

2. During or prior to preparation of the BAs, Consultant will participate in two meetings between the District and NMFS in order to review potential impacts of Project, related issues, avoidance and minimization measures, conservation measures and potential Project benefits to listed fish. Both Calero and Guadalupe Dams will be addressed within the two meetings.

3. Substantial existing information is available regarding the fisheries habitat associated with Calero and Guadalupe Creeks downstream of the two dams. The Consultant will utilize existing fisheries information to address the potential for the District's Project to result in "take" of the Central California Coast Steelhead DPS in Alamitos, Calero, and Guadalupe Creeks, as well as adverse modification of their habitat, as well as adverse effects on Essential Fish Habitat (EFH), as defined by Section 9 of the federal Endangered Species Act (ESA) and the EFH provisions of the Magnuson-Stevens Act.

4. Consultant will incude the following in the BA :

   a. Detailed analysis of direct, indirect, and cumulative effects of actions affecting waters of the United States, associated listed species, critical habitat, and selected Essential Fish Habitat (EFH) species (as applicable).

   b. Review of downstream water release alternatives.

   c. Identification of the potential for "take" of the Central California Coast Steelhead DPS, adverse modification of critical habitat, and adverse effects to EFH (as applicable), and avoidance and minimization measures.

   d. Where appropriate, identification of additional actions that would assist in species conservation and are tied to tasks identified in recovery plans.

   e. Description of monitoring and reporting programs.

   f. Potential Project effects on the listed species, considering intensity, duration, frequency, and severity of actions.

5. Once complete and approved by the District, the Consultant will submit the BAs to USACE during the CWA Section 404 permitting process under Task 3.7.2. It is assumed that the USACE will then submit the BAs to NMFS for subsequent development of biological opinions (BOs).

Subtask 3.7.3—Assumptions

1. Development of species specific conservation measures for California Central Coast steelhead would be developed under Task 6, Supplemental Services, if required.

2. The BAs will be based on the flow schedules currently utilized by the District or other flow schedules provided by the District.

3. Fisheries field work is not required.

Subtask 3.7.3—Deliverables

1. Draft and Final Biological Assessment (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.7.4—Prepare Habitat Mitigation and Monitoring Plan

1. Consultant will prepare a Draft Habitat Mitigation and Monitoring Plan (HMMP) separate from, but consistent with, the MMRP developed as part of the CEQA process. The final HMMP will be in the form of a report detailing mitigation plans, which will be sent to the resource agencies with the permit applications finalized in Subtask 3.7.5.

2. In the HMMP, the Consultant will identify measures that will be implemented to mitigate temporary and permanent impacts to biological resources resulting from the activities of the proposed Project. This will utilize, as needed, any Fish Rescue and Relocation Plan for each reservoir, and, Flow Maintenance Plan for each reservoir. These plans will be developed as needed, by the Consultant depending on the Staff- Recommended alternative/s. In the HMMP, the Consultant will identify timelines for the implementation of other wetland, waters, and fisheries mitigation defined in the CEQA document, responsible parties, reporting procedures, and other logistics, the frequency of occurrence, and performance standards, as necessary.

3. Consultant will develop a Final HMMP based on District comments on the Draft plan (one-round of comments).

Subtask 3.7.4—Assumptions

1. The HMMP will summarize proposed wetlands, waters, and fisheries mitigation developed in the permitting tasks (Subtask 3.7.1 and 3.7.2). This task will not include the development of additional mitigation design drawings or specifications.

2. Mitigation for Calero and Guadalupe Dams will be coordinated, so that impacts for both dams will be analyzed together, and proposed mitigation for both will be packaged to the extent allowed by regulatory agencies. Since Almaden Dam is also in the Guadalupe Watershed, coordination will be required with respect to aquatic habitat impact evaluation.

3. Mitigation for upland species/habitats is available through purchase of conservation credits through the SCV HCP process and a detailed plan is not required for these species/habitats. If the HCP process is not in effect, a separate HMMP for upland species / habitats will be developed under Task 6, Supplemental Services.

4. Tree removal is exempt from the County of Santa Clara Tree Removal Ordinance.

Subtask 3.7.4—Deliverables

1. Draft and Final Habitat Mitigation and Monitoring Plan (HMMP) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.7.5—Prepare Final Permit Applications

Based on the comments received from District, Consultant will prepare the final permit applications for the Project, which District will distribute, as appropriate. Consultant will submit, in one package, all technical information that went into the biological assessment and permit applications. This may include, but not be limited to, GIS files, vegetation or wildlife survey results, cultural, and resource data.

Subtask 3.7.5—Deliverables

1. Final Permit Applications (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam)

Subtask 3.7.6—Provide Support during Permit Negotiation

Consultant will provide support to District during permit negotiations. This support may take the form of strategizing with District, preparing handouts and/or displays, attending meetings to answer questions and/or give short presentations. At District discretion, Consultant may be responsible for preparing meeting notes to document meeting discussions and outcomes.

Subtask 3.7.6—Assumptions

1. Six (6), four-hour joint agency meetings in Santa Rosa, Sacramento, San Francisco, or District Offices.

Subtask 3.7.6—Deliverables

1. Negotiation meeting(s) material and displays (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

2. Attendance at negotiation meeting(s) (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

3. Meeting Notes (one for Calero Dam (including Fellows Dike) and one for Guadalupe Dam).

Subtask 3.7.7—Prepare Reservoir Dewatering Plans, Fish Rescue And Relocation Plans And Flow Maintenance Plans

1. The Consultant will prepare up to two reservoir-specific dewatering plans, one for each dam, as required under the Santa Clara Valley Habitat Conservation Plan (SCVHCP) and CEQA if dewatering is required for the preferred alternative. Each plan will cover the schedule and method of dewatering and will refer to both a Fish Rescue and Relocation Plan and a Flow Maintenance Plan to address potential impacts to fisheries resources within and downstream of the reservoir.

2. The Fish Rescue and Relocation Plan will be prepared according to the requirements of the SCVHCP and the requirements of CDFW for preparation of a 1602 Lake and Streambed Alteration Agreement for the proposed Project.

3. Consultant will utilize existing information to evaluate potential fish relocation needs at each reservoir. The Fish Rescue and Relocation Plan will address methods, personnel qualifications, schedule, and monitoring for proposed fish rescue activities. Consultant will coordinate agency contact with the District, as appropriate, to identify specific issues for fish rescue including relocation locations and strategies to address non-native, invasive species.

4. Consultant will develop a Construction Period Flow Maintenance Plan for the stream reaches located downstream of each dewatered reservoir. This plan will identify feasible measures that would be implemented by the District during construction to maintain minimum flows to maintain downstream fisheries habitats.

Subtask 3.7.7—Assumptions

1. This task will be based on existing flow and habitat data available to the Consultant.

2. District will provide available background information related to fisheries at the designated relocation sites.

3. Two meetings with District staff and agencies as appropriate to discuss measures incorporated into these plans.

4. Collection of field data, if required, would require a separate scope and cost estimate under Supplemental Services.

Subtask 3.7.7—Deliverables

1. Draft and Final Reservoir Dewatering and Fish Rescue Plan.
2. Draft and Final Flow Maintenance Plan.

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TASK 4—DEVELOP ON-SITE BORROW AND SPOIL REQUIREMENTS

The Planning Study Report will include an assessment of potential borrow and spoil disposal sites at Calero and Guadalupe dams. Consultant will identify on-site quarry/quarries and on-site spoil disposal/stockpile areas for both dams, starting during the planning phase to allow permits to be obtained commensurate with certification of the environmental documents.

1. Borrow Sites

The dam retrofit (buttressing) alternatives, as documented in the previously prepared Seismic Stability Evaluation reports, will require several hundred thousand cubic yards of material (borrow) that will need to meet certain density and gradation requirements. Preliminary quantity estimates indicate up to 225,000 cubic yards at Calero Dam and 135,000 cubic yards at Guadalupe Dam (subject to confirmation based on further engineering analysis) will be needed.

2. Spoil Disposal Sites

Downstream buttressing options will require removal of soils and weathered rock to suitable foundation material and will need to be spoiled on-site. In addition, inlet and outlet improvements including tunneling (or other) work will generate spoils that require disposal on or off-site.

The borrow and spoil evaluation will include the following subtasks with a goal of a two-step process that allows the results from Subtask 4.1 to inform the scope and direction of Subtask 4.2.

Subtask 4.1—Conduct a Borrow and Spoil Siting and Suitability Study

1. To assess potential rock and general embankment fill borrow areas, the Consultant will perform the following Activities A through G, for Calero and Guadalupe Dam / Reservoirs:

    A. Evaluate the preliminary quantities and quality of borrow needed for the alternatives

    B. Assess potential staging areas for material handling for the Project alternatives.

    C. Review available on-site and regional information to identify candidate on-site borrow sources, stockpile and spoil disposal areas at the reservoirs.

    D. Develop screening criteria to prioritize candidate on-site borrow and spoil locations based on environmental, accessibility, and engineering considerations.

    E. Conduct a meeting with the District to screen the borrow source and spoil disposal areas to select sites for field reconnaissance level studies.

F. Perform a geologic field reconnaissance of potential borrow areas by an engineering geologist from the Consultant. The goals of the reconnaissance will be to: a) confirm/define the limits of rock types potentially useful and b) categorize rock exposures within these limits according to a four-class ranking (A through D) that takes into account rock strength, rock hardness, and degree of weathering. Observations made during the geologic reconnaissance will be documented on a field geologic map and photographs will be taken of each area.

G. Perform a geotechnical reconnaissance of potential borrow and spoils disposal areas by a geotechnical engineer and environmental specialists from the Consultant. The goals of the spoils disposal reconnaissance will be to: a) review the apparent geotechnical conditions at each location; b) assess the potential slope stability and erosion impacts at each location; c) assess the sites from an environmental impact perspective. Observations made during the reconnaissance will be documented on a field map and photographs of each site will be taken and catalogued.

2. The desktop and field reconnaissance studies will be documented by the Consultant in a draft and final Borrow and Spoil Siting Technical Memorandum. The Technical Memorandum will provide a summary of the findings of the Task 4.1 activities and present recommendations for a preferred on-site borrow and spoil site for Task 4.2 studies.

Subtask 4.1—Assumptions

1. On-site borrow and/or spoil sites are assumed.

2. The geologic, geotechnical and environmental reconnaissance will be conducted in four days (two days per reservoir location).

3. The Consultant will conduct up to two meetings with the District to screen candidate sites for the Task 4.1 reconnaissance, and then select preferred borrow and spoil site/s for Task 4.2 studies

4. Field reconnaissance will be performed at up to four (4) total borrow and/or spoil sites for each reservoir location.

5. Up to four (4) borrow and/or spoil sites will be identified for each reservoir for Task 4.2 studies.

6. One consolidated set of District comments will be incorporated into the Borrow and Spoil Siting memorandum to finalize the draft document.

Subtask 4.1—Deliverables

1. Draft and Final Technical Memorandum on Borrow Sites and Spoil Disposal Areas (one for Calero Dam and one for Guadalupe Dam).

Subtask 4.2—Identify Preferred Borrow and Spoil Sites

The Consultant will develop a footprint of borrow and spoil site disturbance areas to be used in the preparation of the Staff-Recommended alternative for preliminary design. The Consultant will also provide initial design parameters to allow the design phase consultant to prepare plans and specifications, and allow early consultation for potential permits.

Task 4.2 Activities will include the following:

A. Preparation of a geotechnical work plan addressing the following elements:

1. Proposed types of exploration (test pit, boring, or seismic velocity survey).
2. Specific purpose of each exploration.
3. Location, size, depth, and means of completing each exploration.
4. Means of accessing the location where the exploration will be completed, along with any necessary right of entry protocols.
5. Identification of the excavation, drilling, and/or other subcontractors who will execute the exploration work, including proof of insurance and appropriate licensing.
6. Identification of the professionals from the Consultant team who will manage and undertake the exploration work.
7. Means of clearing the proposed exploration locations for underground utilities/improvements.
8. Permitting needs specific to the exploration activities (including CEQA, as applicable). This will include depiction of exploration footprints, staging and laydown areas and access routes on site plans to assist with environmental clearances and right of entry permits.
9. Environmental monitoring needs during the exploration.
10. Site restoration requirements.

B. Perform a geotechnical exploration program including 6 borings up to 40 feet in depth, 20 excavation pits up to 15 feet in depth, and 4 seismic refraction lines with a total length of up to 2,000 feet (combined for both reservoir sites).

C. Perform a geotechnical laboratory testing program to characterize suitability of borrow materials, and determine whether the sites will yield suitable materials based on anticipated excavation volumes, requirements for new fills, and shrink/swell factors. Spoil sites will also be characterized to determine geotechnical suitability for receiving either temporary stockpile materials or permanent spoils and waste rock from processing.

D. Perform preliminary engineering evaluation using geotechnical field and laboratory data to develop the following:

1. An initial estimate of rock production (usable vs. wastage).

2. Identification of the depth to competent material, its density, and initial range of suitable gradation needed for buttressing that could affect the size or footprint of disturbance that will need to be evaluated under CEQA.

3. Identification of the presence of any large-scale subsurface variations that may affect the size of the quarry site to confirm the suitability of the preferred site or adverse geotechnical conditions to assist the District in selecting other sources of borrow.

E. Develop maps as part of a preliminary borrow and spoil plan. These maps will be developed using available County of Santa Clara Light Detection and Ranging (LIDAR) data files (or District files, if available) to create AutoCAD Civil 3D files that will allow for readily estimating the amount of land needed for a) topsoil spoil; b) rock processing and stockpiling areas; c) proposed haul roads to/from the dams; and d) proximity to local communities and species of concern that may be affected by the noise (blasting, rock processing, & trucks), dust, lighting associated night-time work, etc.).

F. Evaluate the preferred borrow and spoil sites for potential cultural or paleontological impacts. This work will be incorporated into the proposed borrow plan to avoid critical sites and minimize other impacts to obtain an environmentally permittable approach.

G. Prepare a Technical Memorandum summarizing the findings of the borrow and spoil siting suitability study for the activities described above, including a presentation of excavation, grading and restoration plans, test pit and boring logs, and laboratory test results, and findings of the preliminary engineering evaluation.

Subtask 4.2—Assumptions

1. This Scope of Services is limited to the pre-feasibility through feasibility-level of analysis.

2. Test pit, boring, and seismic refraction survey exploration progress dependent upon terrain and environmental monitoring requirements.

3. The on-site studies will be conducted at up to two (2) borrow and/or spoil / staging locations per reservoir location.

4. The construction and subsequent restoration of haul roads will not be necessary to conduct geotechnical explorations.

5. Geotechnical exploration will be conducted on District property only.

6. The Consultant will perform the exploration work in accordance with the best management practices described in the District's approved Dam Maintenance EIR.

7. Consultant will design the geotechnical studies with the goal of avoiding impacts through the proper timing and placement of study locations. Consultant will attempt to design the studies to avoid impacts to wetlands, sensitive species habitat, and cultural resources sites and include avoidance and minimization measures such as pre-study surveys to avoid impacts. If impacts can be avoided, it is assumed that the work can be conducted under a CEQA Section 15306 (Class 6) Categorical Exemption for information collection and Consultant will prepare Categorical Exemption documentation under Task 2.1.2.7 using District guidance for their preferred format. If impacts cannot be reasonably avoided then Consultant will prepare a brief Initial Study and Negative Declaration or Mitigated Negative Declaration to satisfy CEQA requirements as described under Supplemental Services Task 6.7.

8. Hazardous materials testing and disposal will not be necessary at exploration locations.

9. Dredging associated with work upstream of Guadalupe Dam may contain trace amounts of mercury that will need to be addressed. Sampling immediately in advance of dredging could allow non-hazardous soils to be disposed of on-site while soils deemed hazardous would need to be disposed of at an approved off-site location. No over-water exploration work or environmental sampling and testing is included in the Task 4 Scope of Services. If such services are needed, they would be performed under Task 6 Supplemental Services.

10. Two preliminary excavation, haul road grading and restoration plans (one per each reservoir location) will be prepared for the borrow areas for use in planning-level mass balance estimates for the sites. These plans will be included in the Report documenting Footprint of Disturbance (See Task 4.2 Deliverables).

11. One consolidated set of District comments will be incorporated into the Geotechnical Work Plan, Feasibility Level Geotechnical Study, and Documentation of Footprint Disturbances to finalize the draft documents.

Subtask 4.2—Deliverables

1. Draft and Final Geotechnical Study of Preferred Borrow (Quarry) Site/s (one for Calero Dam and one for Guadalupe Dam).

2. Draft and Final Report documenting the Footprint of Disturbance associated with the preferred borrow and spoil sites (one for Calero Dam and one for Guadalupe Dam).

TASK 5—DESIGN SUPPORT

In a supportive role, the Consultant will be responsible for reviewing the design consultant's work for consistency with the planning assumptions and requirements (Design Review). The Design Review is not meant to replace or absolve the Engineer of Record of its roles and responsibilities relative to the design. It is understood that the Engineer of Record assumes full responsibility for the design.

Subtask 5.1—Review of 30% Design Deliverables

1. Consultant will meet with the District and design consultant to receive 30% design deliverables and discuss design progress, considerations, and challenges. Consultant will perform a comprehensive review of plans, specifications, and cost estimates; and provide comments and recommendations in a 30% Design Review Memorandum. It is assumed that 30% design documents will include outline specifications and minimally developed details.

Subtask 5.1—Deliverables

1. Draft and Final 30% Design Review Memorandum.

Subtask 5.2—Review of 60% Design Deliverables

1. Consultant will meet with the District and design consultant to receive 60% design deliverables and discuss design progress, considerations, and challenges. Consultant will prepare a comprehensive review of plans, specifications, and cost estimates; and provide comments and recommendations in a 60% Design Review Memorandum. It is assumed that 60% design documents will include first draft complete specifications and substantially developed details.

Subtask 5.2—Deliverables

1. Draft and Final 60% Design Review Memorandum.

Subtask 5.3—Review of 90% Design Deliverables

1. Consultant will meet with the District and design consultant to receive 90% design deliverables and discuss design progress, considerations, and challenges. Consultant will perform a comprehensive review of plans, specifications, and cost estimates; and provide comments and recommendations in a 90% Design Review Memorandum. It is assumed that 90% design documents will be considered "bid ready."

Subtask 5.3—Deliverables

1. Draft and Final 90% Design Review Memorandum.

TASK 6—SUPPLEMENTAL SERVICES

The District may require, and Consultant will perform, Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, Consultant will obtain written authorization in the form of a Task Order (see Attachment Three - Task Order Template) approved by the District's Water Utility Capital Division Deputy Operating Officer (DOO).

A. Details of the specific scope, deliverable, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.

B. The Not-To-Exceed Fees for each Supplemental Services Task Order will be based upon the Hourly Rate Schedule (time and material) as described in Appendix Two, Fees and Payments, of this Agreement, and must include all of the following information:

1. The agreed upon scope of services requested by the District,

2. The total not-to-exceed amount for Consultant to complete the Supplemental Services Task Order on a Time and Materials basis,

3. The schedule for completing the Supplemental Services Task Order; and

4. Consultant key staff and classifications that will be assigned to complete the Supplemental Services.

C. The Supplemental Services Task Order fees will not be exceeded by Consultant without prior written authorization from the District's Water Utility Division DOO.

D. Under no circumstances will Consultant commence the Supplemental Services until:

a. The Supplemental Services Task Order is received, reviewed, and executed by the District's Water Utility Division DOO; and

b. The Consultant receives a Task Order Notice-To-Proceed from the District's Project Manager.

E. The Consultant will perform, based on District approval, the following Supplemental Services:

Task 6.1—Implement Value Engineering / Constructability Review

Consultant will perform Value Engineering (VE) and Constructability reviews according to the following subtasks.

Subtask 6.1.1—Arrange and Conduct Value Engineering (V E) Sessions

Value Engineering (VE) studies will be used to compare conceptual designs by evaluating their comparative economic advantages and disadvantages in addressing

seismic retrofit issues, PMF issues and inlet/outlet issues. Consultant will include early cost benefit analysis using a one-page high-low business case model for each of the ideas formulated to address potential failure modes and remedial alternatives. The Consultant will:

a. Conduct a feasibility-level VE session of the proposed retrofit scope of work during the Planning Phase.

b. Provide Certified Value Engineering Specialist or Associated Value Engineering Specialist as Value Engineering team leader.

c. Provide necessary design disciplines and cost estimator/scheduler.

d. Include operability and maintainability assessments.

e. Prepare draft and final Value Engineering Report.

f. Identify strategies for accelerating the Project's completion.

Subtask 6.1.1—Assumptions

1. The anticipated not-to-exceed fee includes preparation of one page business case evaluation for ideas early-on, which will assist the Project team in developing conceptual designs that will accelerate the Project's completion.

2. The anticipated not-to-exceed fee also assumes that the VE workshop for each dam will consist of a 4-day workshop located at a District-provided facility, with the Consultant providing 3 technical discipline staff in addition to the VE Team Leader and a cost estimator/scheduler.

3. District will provide a participant familiar with the site issues and with operation and maintenance of each dam, as well as its integration into District water delivery facilities.

Subtask 6.1.1—Minimum Deliverables

1. Value Engineering session.
2. Value Engineering Draft and Final Report.

Subtask 6.1.2—Arrange and Conduct Constructability Reviews

Calero Dam and Guadalupe Dam each have challenging operational, engineering and permitting needs, and separate constructability reviews will be performed for each. The Consultant will arrange for and conduct feasibility-level constructability reviews and prepare a Constructability Review Memorandum for each dam and submit for District's consideration and approval. The constructability review sessions will lay out the proposed designs, construction sequence, relationship between construction activities and the construction methodology envisioned for retrofits to the dams and include the effects of potential CEQA permitting constraints that may limit some construction techniques. The construction challenges identified will be outlined to the engineering

team, estimator/scheduler, environmental planners, and District operations staff and their input will be included in the Constructability Review Memorandum. The constructability review will also take into into account the risk management strategy to refine construction sequences and methods in order to minimize the potential for disruption of reservoir during construction.

Prior to the constructability review sessions, the Consultant will prepare an agenda for review and approval by the District that includes session purpose and goals, summary of key issues and timing of key segments planned for the sessions.

Subtask 6.1.2—Assumptions

1. The constructability review workshops will be performed after refinement of Feasible Alternatives under Subtask 2.2.3 but prior to identification of the Staff Recommended Alternative in Subtask 2.2.4, when design concepts have been developed to approximately the 10% stage of design development.

Subtask 6.1.2—Minimum Deliverables

1. Constructability review session.
2. Constructability Review Memorandum.

Task 6.2—Additional Geotechnical Investigations

1. Consultant will perform additional geotechnical investigations if site conditions warrant additional data needs. Recommendations will include a draft scope of services and draft sampling plan, rationale for the additional services, fees, and schedule of completion. Additional geotechnical investigation may include but not limited to:

   a. Design of Seepage monitoring, collection and disposal at Calero Dam.
   b. Calero Dam site.
   c. Guadalupe Dam site.
   d. Potential new tunnel outlet for the two dams.
   e. Potential new weir.
   f. Spillway modifications.
   g. Borrow site investigations.

2. Identified Seepage Areas at Calero Dam: Based on the recommendations provided in the Calero Main Dam Forensic Geologic Report (Forensic Report) subsurface exploration consisting of rotary borings in foundation and embankment areas may be considered. Areas of exploration may include the right abutment foundation, embankment and downstream left toe seepage areas. Recommendations for additional subsurface exploration will be made, if any, after Consultant's site reconnaissance and seepage evaluation studies as described in Section 2.1.2.3.

3. Calero and Guadalupe Dam sites: The earthfill buttress alternatives for Calero and Guadalupe Dams would result in new embankments extending outside the current dam footprints. As scoped in Task 2.1.2.2 three (3) borings per dam site are planned near the toe of Calero Dam and Guadalupe Dam to provide information on stratigraphy and assist with preliminary estimates of foundation excavation extents and quantities for a given

alternative. Additional explorations beyond those scoped in Task 2.1.2.2, if determined necessary, will be performed under this Task 6 Supplemental Services.

4. Potential New Tunnel Outlets and Weir and Spillway Modifications: The existing geotechnical and geologic studies of the Guadalupe and Calero sites may be sufficient to characterize tunnel outlet alignments for the development and screening of conceptual alternatives. However, geophysical surveys at tunnel outlet and spillway areas could further characterize subsurface conditions, could be used to determine candidate locations for future explorations once the configurations of the preferred alternatives are better defined, and would be relatively economical to perform while planning concepts and footprints are under development. The geophysical data can also be integrated with existing and future geotechnical and geologic data.

5. Geophysical studies would consist of seismic refraction surveys in overland areas of the outlet alignments, and in weirs and spillway areas to determine the depth of alluvial or colluvial materials. The Consultant will analyze the results from the seismic refraction surveys and geologic mapping in conjunction with established criteria to evaluate the relative rippability and excavatability of harder rock units in spillway, weir, and outlet areas.

Task 6.2—Assumptions

1. Consultant anticipated not-to-exceed fees for this subtask 6.2 includes costs for preparation of additional exploration workplan, drilling permits, mobilization/demobilization of field exploration equipment, 6 days of exploration, (generally equivalent to one 80-foot boring or two 40-foot borings per day), obtaining samples of soil and rock, logging of borings, clean up and grouting of boreholes, nominal physical laboratory testing on samples, and providing final boring logs with descriptions of soil and rock encountered and laboratory test results.

2. Consultant anticipated not-to-exceed fees for this subtask 6.2 includes two days of seismic refraction surveys.

3. The anticipated scope of services for this subtask 6.2 is limited to the pre-feasibility through feasibility-level of analysis.

4. The construction and subsequent restoration of access roads will not be necessary to conduct geotechnical explorations.

5. Geotechnical exploration will be conducted on District property only.

6. The Consultant will perform the exploration work in accordance with the best management practices described in the District's approved Dam Maintenance EIR.

7. Any necessary CEQA documentation /permitting will be limited to preparation of Categorical Exemptions, Negative Declarations or Mitigated Negative Declarations.

8. Hazardous materials testing and disposal will not be necessary at exploration locations.

Task 6.2—Minimum Deliverables

1. Draft and Final Reports (Various).

Task 6.3—County Of Santa Clara Permit Application

Construction of the Project and property acquisition will require permits/authorizations from the County of Santa Clara (County) to ensure consistency with County's planning, zoning, building, and public works regulations. If requested by the District, Consultant will assist the District in obtaining permits/authorizations from the County . Consultant will prepare a permit application package for compliance with the County for Calero and/or Guadalupe Dams.

Consultant will prepare the following items in support of the permit applications:

a. Determine the need for permits/authorizations based on engineering specifications and County Requirements.

b. Draft and Final Cover Letter. The cover letter will briefly describe the Project and the Project activities that are subject to permitting. The cover letter will describe the contents of the permit application binder.

c. Draft and final County Permit Application Forms.

Task 6.3—Assumptions

1. The level of effort to support this supplemental service is assumed to be 100 hours per dam.

Task 6.3—Minimum Deliverables

1. Draft and Final Cover Letter.
2. Draft and Final County Planning, Building, and Public Works Permit Application Forms.

Task 6.4—Tree Removal Permits

Construction of the Project may require impacts to trees protected by County ordinances. For each dam, The Consultant will determine the need for a County Tree Removal Permit, and, as needed, conduct a tree survey, consult with the County on appropriate revegetation, prepare a revegetation plan, and prepare a County tree removal permit for Calero and/or Guadalupe Reservoirs. Tree impacts may also need to be addressed in an Encroachment Permit from the County Department of Roads and Airports. If riparian trees are impacted, riparian tree impacts will need to be addressed for CDFW. Finally, impacts to oak woodlands are anticipated and will need to be addressed under the California Public Resources Code 20183.4, the Oak Woodland Conservation Act. Impacts to oak woodlands will need to be evaluated (significance, mitigation measures) as part of the environmental analysis for CEQA.

Task 6.4—Assumptions

1. Four, 2-hour phone calls with the County.

2. Tree surveys at additional Project sites would require a separate scope and cost.

3. Tree surveys will be limited to 100 person-hours, and would address up to 2.5 miles of access road as well as the Project work area at the dam site.

4. Revegetation plans will be integrated with all relevant CEQA mitigation plans related to mitigation for vegetation impacts.

Task 6.4—Minimum Deliverables

1. Draft and Final County Tree Permit Application.

2. Draft and Final Tree Survey Map with the accurate location, number, species, size (diameter measured four and one-half feet above ground, approximate height, and approximate canopy diameter), general health, and approximate age, if known, of trees to be removed.

3. Draft and Final Revegetation Plan.

Task 6.5—Special Status Plant Protocol Surveys

As stated in Condition 13 of the SCVHCP, special status plant surveys are required in sensitive habitats. For this Task 6.5, a qualified botanists will perform surveys as specified in the SCVHCP, where the Project could impact sensitive habitat areas, or in other areas, including up to 5 borrow sites per dam, where protocol level plant surveys may be required.

Task 6.5—Assumptions

1. Three rounds of surveys will be required to cover all potential bloom seasons. Each round will require two botanists for one field day each.

2. Project will avoid any special status plants documented during the plant surveys. A salvage plan, if required, may be performed under Task 6.13, Other Supplemental Services.

Task 6.5—Minimum Deliverables

1. Draft and Final Plant Surveys Technical Memorandum.

Task 6.6—Monitoring for Geotechnical Studies

Depending on the location, habitat, soil type and other factors, field geotechnical investigations may require monitoring of biological or cultural resources for compliance with regulatory permits. Consultant will provide qualified staff monitors with the permits, approval, or training required by relevant permits. The monitors shall provide initial environmental training materials to the geotechnical contractor.

Task 6.6—Assumptions

1. Up to 10 days of biological monitoring.

2. Up to 4 days of cultural resource monitoring.

3. Ongoing environmental training of new field personnel shall be performed by the geotechnical contractor using provided materials.

Task 6.6—Minimum Deliverables

1. Draft Monitoring Results Memorandum.

Task 6.7—CEQA & Regulatory Compliance For Geotechnical Studies

As described under Task 2.1.2, Investigations and Analysis for the Planning Study, Consultant has assumed that impacts can be avoided through planning of the geotechnical investigations. If impacts cannot be reasonably avoided then Consultant will prepare a brief Initial Study and Negative Declaration or Mitigated Negative Declaration (IS/ND-MND) under this task to satisfy CEQA requirements. Consultant will use the District's existing documentation of resources and habitat level studies to evaluate potential impacts to biological resources within the survey area and vicinity to meet Valley Habitat Plan species-specific survey requirements, and recommend avoidance measures wherever possible to avoid impacts to special status species and waters of the US or State of California. The Initial Study checklist will be accompanied by discussions of resources area that may be impacted, including the nature of the impacts and proposed minimization and avoidance measure or mitigation measures.

Consultant will provide an administrative draft document for District review and will finalized this based on District comments. Consultant will work with the District to obtain approval of the ND-MND and will submit a Notice of Intent to adopt a Negative Declaration along with 15 copies of the documents to the State Clearinghouse to begin the 30-day public review period. Consultant will provide notification to the public in the form a notice in a local newspaper.

Task 6.7—Assumptions

1. No public meeting or other hearings will be necessary.
2. The District will receive up to three public comment letters that require formal responses.
3. District will pay for newspaper advertisements directly.

Task 6.7—Minimum Deliverables

1. Administrative Draft and Final IS/MND for geotechnical studies at each dam, as needed.
2. Fifteen (15) copies of Document to State Clearinghouse.
3. Draft and final text for newspaper notice.

Task 6.8—CDFW Incidental Take Permit Application (California Fish and Game Code 2081)

1. If the SCVHCP is not approved prior to initiation of permitting for Calero and Guadalupe dams, the Consultant will prepare a CDFW Incidental Take Permit (ITP) Application (under California Fish and Game Code 2081). Separate Incidental Take Permit Applications will be prepared for each of the dams to address potential take of state-listed species during construction or operation of the dams.

2. The Consultant will use the District's existing documentation of resources and habitat level studies to evaluate potential impacts to state-listed species within the Project areas and vicinity. To the extent possible, the ITP applications will be based on the information provided in the Biological Assessment submitted to the USFWS for federally listed species.

3. The ITP applications will address each state-listed species under the jurisdiction of CDFW and will incorporate the following components:

4. Detailed analysis of direct, indirect, and cumulative effects of actions affecting state listed species and associated habitats.

5. Identification of the potential for "take" of state-listed species and specific measures to avoid or minimize potential take to the extent practicable.

6. Where appropriate, identification of additional actions that will assist in species conservation including actions identified in the Habitat Mitigation and Monitoring Plan will be developed under Supplemental Services.
7. Description of the monitoring and reporting programs necessary to assure CDFW that they will know when the authorized amount or extent of take is approached or exceeded.

Task 6.8—Assumptions

1. The ITP will utilize existing data or data collected under other tasks performed by the Consultant under this Agreement.

2. Development of habitat mitigation and monitoring plans, if required, will be conducted under subtask 6.13 Other Supplemental Services.

3. Consultant will prepare two administrative drafts and one final version of the ITP applications and will attend two meetings with CDFW and the District during preparation of the documents.

Task 6.8—Minimum Deliverables

1. First administrative draft ITP applications.
2. Second administrative draft ITP applications.
3. Final ITP applications.

Task 6.9—Habitat Mitigation and Monitoring Plan

In the event that the SCVHCP is not approved prior to initiation of permitting, Consultant will prepare a Habitat Mitigation and Monitoring Plan (HMMP) for upland species (including special status amphibians) in addition to the HMMP for fisheries developed in Task 3. The HMMP will identify conceptual measures that will be implemented by the District to mitigate temporary and permanent impacts to upland (including amphibians) federal and state listed species and sensitive habitats resulting from each of the Projects, including construction and operation. The HMMP would also address actions required to mitigate impacts to wetlands and other waters regulated by the USACE and the RWQCB under the federal Clean Water Act and the riparian habitats regulated by the CDFW under Section 1600 of the California Fish and Game Code.

Separate documents would be prepared for each of the dams. The HMMP documents will identify and describe the following information:

a. Upland habitats and species requiring mitigation.
b. Goals of mitigation.
c. Proposed mitigation measures.
d. Proposed mitigation locations.
e. Conceptual Implementation Plans.
f. Conceptual Maintenance and Monitoring.
g. Performance standards and criteria.
h. Contingency Measures.

Task 6.9—Assumptions

1. The HMMP will provide conceptual level details of proposed habitat mitigation and monitoring for the two Project Components consistent with the Planning Phase of the Project.

2. Consultant will provide 5 hard copies and one electronic version of the Final HMMP. The District will submit the Final HMMP to the regulatory agencies with the final permit applications developed in Task 3.

3. If requested by the District, the Consultant will prepare one revised version of the Final HMMP based on input from the resource agencies up to and equal to the level of effort required to produce the final version of the HMMP.

4. Collection of data not already acquired by the District or the Consultant in other tasks for the Project, including focused surveys for wetlands, waters or special status species, will be addressed under subtask 6.13 Supplemental Services.

5. The HMMP will summarize information developed in the permitting Tasks (Task 3.7). This task will not include the development of final plans or specifications required to construct and implement the proposed mitigation.

Task 6.9—Minimum Deliverables

1. First administrative draft HMMP.
2. Second administrative draft HMMP.
3. Final HMMP.

Task 6.10—Fisheries Technical Memorandum

Steelhead conservation measures will be required to support the formal consultation with the National Marine Fisheries Service (Task 3.7.3). The Consultant will prepare a technical memorandum that will identify and evaluate feasible steelhead conservation measures within the Guadalupe River watershed including Guadalupe Creek below Guadalupe Dam, Alamitos Creek below Almaden Dam and Calero Creek below Calero Dam. This information will be developed concurrent with the planning phase of the Project so that any data gaps can be addressed prior to the initiation of the permitting tasks (Task 3.7).

This memorandum will specifically include the following elements:

1. Summary of existing studies and agreements for steelhead habitat in the Guadalupe River watershed

2. Description of existing steelhead passage conditions below Guadalupe and Calero dams

3. Description of the extent and condition of existing steelhead spawning and rearing habitat above and below Guadalupe and Calero dams

4. Feasible measures to improve or maintain steelhead habitat in the Guadalupe River watershed

5. Potential Data gaps that would require additional studies and analysis

Task 6.10—Assumptions

The anticipated not-to-exceed amount associated with this Task is based on the following assumptions:

1. The technical memorandum will provide conceptual level details of potential fisheries conservation measures consistent with the Planning Phase of the Project.

2. Collection of data not already acquired by the District or the Consultant in other tasks for the Project will be addressed under subtask 6.13 Other Supplemental Services.

3. Feasibility of fisheries conservation measures will be evaluated based on existing information available to the Consultant.

Task 6.10—Deliverables

1. Draft Fisheries Technical Memorandum
2. Final Fisheries Technical Memorandum

Task 6.11—Treatment Plan For Historic Resources

If required as a condition for the completion of Section 106 compliance and issuance of the USACE 404 permit, Consultant will prepare a Treatment Plan for the relocation of National Register of Historic Places (NRHP)-eligible structures associated with the Bailey/Fellows Ranch. The Treatment Plan will serve as a guide for the conservation, treatment, relocation, and rehabilitation of the structures. The Treatment Plan will be prepared in consultation with the USACE and SHPO and will be consistent with the *Secretary of the Interior's Standards for Rehabilitation* and the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

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Task 6.11—Assumptions:

1. The Treatment Plan will be based on previously completed studies of the ranch structures including the analysis and recommendations from those studies.

Task 6.11—Deliverables:

1. Draft Historic Resources Treatment Plan
2. Final Historic Resources Treatment Plan.

Task 6.12—Additional Quantities of Services and Deliverables

Consultant will provide additional services and deliverables beyond the quantities of services and deliverables stated in Task 1 through 5 to include but not limited to:

1. Additional meetings, including meetings and phone calls of longer duration than specified.

2. Additional status/progress reports.

3. Additional technical studies.

4. Technical services including CADD, hazardous materials, right-of-way, environmental and biological studies.

5. Additional public outreach support.

Task 6.13—Other Supplemental Services

Other Supplemental Services Consultant may perform at the request of District in accordance with Task 6, may include but not limited to:

1. Additional data collection.
2. Salvage plans for special status plants.

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VI. ADDITIONAL TERMS AND CONDITIONS

A. Consultant as Independent Contractor

1. Consultant will perform all services as an independent contractor and not an agent or employee of District.

2. The expertise and experience of Consultant are material considerations for District'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's obligations hereunder, without prior written consent of District, 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 moneys 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 the District.

B. Consultant's General Responsibilities

1. Standard of Care

a. Consultant and its sub-consultants must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.

b. Consultant and its sub-consultants must perform 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.

2. Unless the requirements for the Scope of Services described in this Agreement are specifically modified in writing, Consultant must provide its services and deliverables as required.

C. Confidentiality

Due to the nature of the services the Consultant will provide under the Agreement, there may be disclosure to the Consultant of detailed information about the District'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. The Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately. In the event the Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of the Consultant's employees, its subcontractors, and its subconsultants authorized by the District to have the information. The Consultant will notify the District's

Project Manager immediately of any request by any third party to have access to the information, and will not disclose the requested information without first receiving express written authorization from the District's Project Manager. The requirements of this section will survive completion of the Agreement.

D. Project Management

1. The Project Manager for the District is Bal Ganjoo, Senior Project Manager.

2. The Project Manager for Consultant is as indicated in Attachment One of this Appendix.

3. The District's Project Manager or his designee is the only person authorized to accept Consultant's deliverables on behalf of the District.

E. Task Orders

1. Supplemental Services will be assigned to the Consultant through issuance of Task Orders. After Supplemental Services to be performed under this Agreement are identified and communicated to Consultant by the District Project Manager, the Consultant will prepare a proposed Task Order. The proposed Task Order must identify the following:

   a. description of the services, including deliverables;

   b. the total not-to-exceed amount for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;

   c. proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District Project Manager;

   d. estimated cost of each reimbursable expense, including any applicable fees;

   e. time schedule for completing the services and

   f. copies of applicable state and federal permits required to complete the services, unless previously provided to the District Project Manager.

2. The Consultant agrees that the not-to-exceed amount 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 the District's Deputy Operating Officer, and the Consultant's Project Manager.

3. The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District Deputy Operating Officer and notice to proceed has been issued by the District's Project Manager. No payment will be made for any work 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 the District for an individual Task Order will not exceed the amount agreed to in the Task Order.

F. Conflict of Interest

1. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement. Consultant represents that Consultant's performance under the 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 the District or use in the performance of Consultant's duties under the 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 the District, for the possession and use of such materials.

2. Upon District's request, Consultant will complete, execute, and submit California Fair Political Practices Commission Form 700.

3. Consultant also 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 will not act as a consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.

4. Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not submit a proposal: (i) for any contract to be awarded for design, construction management, or the construction of any project that is related to the services provided under the agreement; or (ii) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's `subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant.

G. Term and Termination

1. This paragraph G., Term and Termination and the following paragraph H., Consultant's Compensation Upon Termination or Suspension, of Section VI. Additional Terms and Conditions, replaces the paragraph 2

stated in the Standard Consultant Agreement portion of this Agreement, at Section VI. Changes in Work.

2. Term & Automatic Termination:

   This Agreement encompasses all services for which Consultant is responsible to provide within the time limits and not-to-exceed amount 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 amount of any Task Order.

3. District's Rights

   a. Suspension: District may, by written notice to Consultant, suspend any or all services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within ninety (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: District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District'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 H., Consultant's Compensation Upon Termination of Suspension, referenced below.

   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 thirty (30) days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District 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 effected for District'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 District are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

H. Consultant's Compensation Upon Termination or Suspension

1. In the event of termination of this Agreement or any Task Order, or suspension of services by District, Consultant shall receive compensation based on satisfactory performance, accepted by the District Project Manager, as follows:

a. For 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. For Reimbursable Expenses—Consultant shall be entitled to receive compensation for all authorized Reimbursable Expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination.

c. In no event shall the total compensation paid for any item of service exceed the payment specified in the applicable Task Order for that item of service.

I. Release of Information Prohibited

The Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized District personnel. The Consultant will not release any information pertinent to the Project under design or construction for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from the District Project Manager. Any media inquiry at any time to Consultant relating to any matter concerning services provided or requested to be provided under this Agreement will be referred immediately to the District Project Manager. Consultant will not communicate with the media regarding any such matter.

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J. Notices

All notices will be deemed to have been given when made in writing and when delivered or mailed to the representatives of the District and the Consultant at their respective addresses as follows:

District:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Attention: Katherine Oven, Deputy Operating Officer
Water Utility Capital Division
Email: KOven@valleywater.org

Consultant:

GEI Consultants, Inc.
180 Grand Avenue, Suite 1410
Oakland, CA 94612
Attention: William Rettberg, P.E., Vice President
Email: wrettberg@geiconsultants.com
Direct (510) 350-2910
Fax: (510) 350-2901

K. Good Neighbor

The District always strives to be a good neighbor to the community adjacent to its facility. The Consultant will ensure that disturbance to neighbors is minimized. The Consultant, its staff, and subconsultants will always interact with the members of the public in a polite and professional manner.

L. Appendix One Scope of Services Attachments

The following listed Attachments referred to herein are incorporated in this Appendix One Scope of Services as though set forth in full:

Attachment One—Consultant's Key Staff and Subconsultants
Attachment Two—Dispute Resolution
Attachment Three—Task Order Template
Attachment Four—Reference Materials
Attachment Five—District Procedures and Work Instructions
Attachment Six—DSOD Interim Hydrology Policy

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APPENDIX ONE
ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

1. Consultant's key staff assigned to the Project are as follows:

Team Member	Project Role
Bill Rettberg-Senior Consultant Grade 8	Project Manager
Mark Freitas-Senior Professional Grade 7	Deputy Project Manager, Engineering Planning, Geotechnical Engineering,
Joe Green-Heffern-Senior Professional Grade 7	Engineering Planning, Civil Engineering
Len Sansone-Senior Professional Grade 7	Geotechnical Engineering, Borrow Studies
Steve Verigin-Senior Consultant Grade 8	Principal-in-Charge
Alberto Pujol-Senior Consultant Grade 8	QA/QC, Design Support and Design Review
Dan Wanket-Senior Professional Grade 7	Project Controls, Cost Estimating
Matt Powers-Senior Professional Grade 5	Project Engineer
Enrico Rufini-Senior Professional Grade 5	Engineering Geology
Mark Fortner-Senior Professional Grade 7	Hydraulics and Hydrology

2. If necessary and appropriate, Consultant will employ subconsultants it deems appropriate to the complexity and nature of the required Services. All subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain District's approval of all subconsultants. Upon District's request, Consultant must provide copies of all subconsultant contract agreements. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.

APPENDIX ONE
ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

The following subconsultants are authorized to work on the Project:

Firm	Project Role
URS	Environmental, CEQA, Permitting, Dam Engineering Support
Cal Engineering & Geology	Geotechnical Investigations, Geotechnical Engineering
David Ford Consulting Engineers	Hydraulics and Hydrology
DCMS	Constructability and Value Engineering
H. T. Harvey & Associates	CEQA and Permitting Support, Biological Impacts, HCP Compliance
JDH Corrosion Consultants, Inc.	Corrosion Engineering and Evaluations
Pacific Geotechnical Engineering	Geotechnical Investigations, Engineering Geology, Geotechnical Engineering
PHA Transportation Consultants (Pang Ho & Associates)	Traffic and Transportation Impacts
Telamon Engineering Consultants, Inc.	Civil Engineering, CADD, Surveying
TRA Environmental Sciences, Inc.	Environmental, CEQA and Permitting Support, Land Use and Planning, Air Quality/GHG, Noise, Population/Housing, Recreation, Visual, HCP Compliance
Underwater Resources	Underwater Investigations

APPENDIX ONE
ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Contact information for the above listed Sub-Consultants is as follows:

Firm	Contact Information
URS Corporation	1333 Broadway, Suite 800 Oakland, CA 94612 T: 510-893-3600 Contact: Bill Martin Phone: 510-874-3020 Contact e-mail: Bill.H.Martin@urs.com
Cal Engineering & Geology	1870 Olympic Boulevard, Suite 100 Walnut Creek, CA 94596 T: 925-935-9771 Contact: Phil Gregory, G.E. Phone: 925 935 9771 Contact e-mail: pgregory@caleng.com
David Ford Consulting Engineers	2015 J Street, Suite 200 Sacramento, CA 95811 T: 916-447-8779 F: 916-447-8780 Contact: David Ford Phone: 916-447-8779 Contact e-mail: ford@ford-consulting.com
DCMS	244 California Street, Suite 501 San Francisco, CA 94111 T: 925-980-8590 Contact: Sherman Honeycutt Phone:925-980-8590 Contact e-mail: Sherman.honeycutt@design-cm.com
H. T. Harvey & Associates	983 University Avenue Building D Los Gatos, CA 95032 T. 408.458.3246/F. 408.458.3210 Contact: Steve Rottenborn Phone: 408-722-0931 Contact e-mail: srottenborn@harveyecology.com

APPENDIX ONE
ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Firm	Contact Information
JDH Corrosion Consultants, Inc.	100 Willow Pass Court Concord, CA 94520 T: 925.927.6630 ext.121 F: 925.927.6634Contact: J. Darby Howard, Jr. Phone:925-927-6630, ext. 121 Contact e-mail: dhoward@jdhcorrosion.com
Pacific Geotechnical Engineering	16055 Caputo Drive, Suite D Morgan Hill, CA 95037 T: 408-778-2818 / F: 408-779-6879 Contact: Reid Fisher T 408-778-2818 ext. 402 F: 408-779-6879 Contact e-mail: rfisher@pacific-geotechnical.com
PHA Transportation Consultants (Pang Ho & Associates)	2711 Stuart Street Berkeley, CA 94705 T: 510-848-9233 Contact: Pang Ho Phone:510.848.9233 Contact e-mail:pang@pangho.com
Telamon Engineering Consultants, Inc.	855 Folsom Street, Suite 142 San Francisco, CA 94107 Tel: (415) 837-1336/Fax: (415) 837-1354 Contact: Mennor Chan Phone: 415-837-1336 Contact e-mail: mennor.c@telamoninc.com
TRA Environmental Sciences, Inc.	545 Middlefield Road, Suite 200, Menlo Park, CA 94025 T: (650) 327-0429 Contact: Barbara Beard, Director of Environmental Analysis Phone: (650) 464-5217 (direct) Contact e-mail:beard@traenviro.com
Underwater Resources	Pier 26, The Embarcadero San Francisco, CA 94105 www.underwater-resources.com 415/974-5464 Fx 415/974-1749 Contact: Tom Belcher Phone: 415-974-5464 Contact e-mail: tbelcher@underwater-resources.com

3. None of the above named Consultant staff or sub-consultants will be replaced without the approval of the District's Project Manager. If Consultant's Project Manager or any other designated key staff person or sub-consultant fails to perform to the satisfaction of the District, on written notice from District's Project Manager, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.

   A. Consultant will not charge District the time it takes Consultant's replacement personnel to obtain the District specific Project knowledge in the possession of the person or persons being replaced.

   B. The Project team organization chart and delegated responsibilities of each team member will be revised accordingly and submitted to the District for concurrence.

4. The District's Project Manager may approve any revisions to Consultant's key personnel or designated sub-consultant as an administrative modification to this Agreement.

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APPENDIX ONE
ATTACHMENT TWO
DISPUTE RESOLUTION

I. CONSULTANT'S QUESTIONS & CONCERNS

Questions regarding the terms, conditions and Services relating to this Agreement will be decided by the District who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

II. DISPUTE RESOLUTION

A. Alternate Dispute Resolution (ADR)

1. District intends to use ADR techniques including Partnering and Mediation to resolve disputes relating to the Project.

B. Consultant and its sub-consultants are expected to participate in all ADR efforts.

C. The cost of Partnering training facilities and facilitator will be borne by District.

III. NEGOTIATIONS BEFORE AND DURING MEDIATION

Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by District and Consultant.

IV. MEDIATION

A. Voluntary Mediation

1. In the event a dispute or issue is not resolved by the Internal Review process stated in the Standard Consultant Agreement, Section VIII. Resolution of Disputes, District and Consultant agree to attempt to resolve the matter by Mediation. The External Review paragraph of Section VIII. is hereby deleted.

2. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable solution.

3. These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration.

B. Initiation of Mediation

1. Any party to a dispute or claim may initiate Mediation by notifying the other party or parties in writing.

C. Request for Mediation

1. A Request for Mediation must contain a brief 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.

D. Selection of Mediator

1. Upon receipt of a Request for Mediation, within fourteen (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.

E. 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.

F. Vacancies

1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the parties agree otherwise.

G. 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 all parties and to the Mediator.

H. 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 sixty (60) Days after selection of the Mediator.

APPENDIX ONE
ATTACHMENT TWO
DISPUTE RESOLUTION

I. Identification of Matters in Dispute

1. Unless a longer period of time is required by the Mediator, at least ten (10) Days before the first scheduled Mediation session, each party must provide the Mediator a brief 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.

J. 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.

K. 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.

L. Confidentiality

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;

   d. Whether the other party had or had not indicted willingness to accept a proposal for settlement made by the Mediator.

M. No Stenographic Record

1. There shall be no stenographic record of the Mediation.

N. Termination of Mediation

1. The Mediation shall be terminated:

   a. By the execution of a Settlement Agreement by the parties;

   b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or

   c. By a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.

O. Exclusion of Liability

1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.

P. Interpretation and Application of These Mediation Provisions

1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.

Q. 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 traveling 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.

V. COMPENSATION FOR PARTICIPATION IN MEDIATION

Neither Consultant nor the District is entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and District arising out of this Agreement.

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APPENDIX ONE

ATTACHMENT THREE

TASK ORDER TEMPLATE

Task Order No._____
Agreement: Standard Consultant Agreement – Contract No._____ ("Agreement")
Between the Santa Clara Valley Water District ("District") and _____
("Consultant"), dated_____.
District Project Manager: _____
Consultant Project Manager: _____
Dollar Amount of Task Order: Not-to-exceed $_____

1. Upon full execution of this Task Order Number:_____, as set forth in section VI.E. of Appendix One and issuance of a notice to proceed by the District Project Manager, Consultant is hereby authorized to perform the work described in Attachment A to this Task Order. Any costs incurred, work performed or expenditures by Consultant before this Task Order is executed or before the issuance of the notice to proceed will be considered outside the contracted scope of work and will not be eligible for payment.
2. Both the scope of services to be performed and the deliverables to be provided under this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A identifies the following:
   a. Consultant personnel to be assigned to perform the services, including resumes if not previously provided to the District Project Manager
   b. The estimated number of hours required to perform the services assigned to each assigned Consultant personnel
   c. Estimated cost of each reimbursable expense, including any applicable fees
   d. Project schedule for completing the scope of services
3. Consultant will be compensated at the hourly rates established in Appendix Two of the Agreement. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order will become effective on the date of signature by District Deputy Operating Officer and Consultant Project Manager, and remain in effect until the earlier of: completion of the tasks set forth in Attachment A or {enter expected completion date}.
5. Copies of applicable state and federal permits required to complete the work in Attachment A are attached to this Task Order, unless the Consultant Project Manager previously provided the appropriate permits to the District.
6. Consultant will perform all services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.
7. Signatures:

Signature/Print Name: _____ _____
CONSULTANT PROJECT MANAGER **DATE**
ON BEHALF OF CONSULTANT

Signature/Print Name: _____ _____
SANTA CLARA VALLEY WATER DISTRICT **DATE**
DEPUTY OPERATING OFFICER

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APPENDIX ONE
ATTACHMENT FOUR
REFERENCE MATERIALS

Ref #	Description
1	Santa Clara Valley Water District , April 2012, Supporting Technical Information Document (STID) for Calero Main and Auxiliary Dams
2	Santa Clara Valley Water District , April 2012, Supporting Technical Information Document (STID) for Guadalupe Dam
3	URS Corporation, 2012, Final Report SSE1B-B Volume 1 & Volume 2-Appendices, Seismic Stability Evaluation of Calero Main Dam and Calero Auxiliary Dam, October 26, 2012.
4	URS Corporation, 2012, Final Report SSE1B-C Volume 1 & Volume 2-Appendices, Seismic Stability Evaluation of Guadalupe Dam, May 22, 2012.
5	URS Corporation, 2012, Design Memorandum No. 7A (DM-7A), Recommended Reservoir Restriction, Seismic Stability Evaluation SSE1B, Calero Reservoir, October 26, 2012.
6	URS Corporation 2012, Design Memorandum No. 8B (DM-8B), Conceptual Remedial Alternatives, Seismic Stability Evaluation SSE1B, Calero Main Dam, October 26, 2012.
7	URS Corporation AMEC, 2012, Design Memorandum No. 7, Recommended Reservoir Restriction, Seismic Stability Evaluation SSE1B, Almaden and Guadalupe Reservoirs, February 28, 2012.
8	URS Corporation AMEC, 2012, Design Memorandum No. 8A (DM-8A) , Conceptual Remedial Alternatives, Seismic Stability Evaluation SSE1B, Guadalupe Dam, March 7, 2012.
9	Nelson, J. L., 2007, Calero Main Dam (No. 72-3) Forensic Geologic Report, Santa Clara Valley Water District, October 2007.
10	Draft Application Report: Calero Reservoir Enlargement, Santa Clara Valley Water District, June 1982.
11	DSOD Letter dated April 25, 2012 regarding operating restrictions and Project Schedule for Guadalupe Dam
12	DSOD Letter dated March 23, 2012 regarding operating restrictions and Project Schedule for Calero Dam
13	Archives & Architecture, 2006, Historical and Architectural Evaluation, Bailey / Fellows Ranch site, Calero County Park, November 28, 2005 (Rev. January 3, 2006)

APPENDIX ONE
ATTACHMENT FOUR
REFERENCE MATERIALS

Ref #	Description
14	Santa Clara Valley Water District, 2012, Dam Maintenance Program, Final Program Environmental Impact Report, January 2012.
15	Santa Clara Valley Water District, 2012, Dam Maintenance Program, Final Program Environmental Impact Report- Appendices, January 2012.
16	Santa Clara Valley Water District, 2012, 2012 Water Supply and Infrastructure Master Plan, October 2012
17	Black & Veatch, 2012, Guadalupe Dam Intake Structure Evaluation, (memorandum), August 1, 2012
18	Santa Clara Valley Water District, 2010, Calero/Fellows Dike, Planning Study Report, March 2010.
19	Santa Clara Valley Water District, 2010, Standards for GIS Products, July 2010.

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APPENDIX ONE
ATTACHMENT FIVE
DISTRICT PROCEDURES AND WORK INSTRUCTIONS

Reference #	Document Title
1	Capital Project Delivery – Document #Q751D01
2	Create Work Plan – Document #W75102
3	Planning Phase WBS Item Descriptions and Instructions – Document #W73002
4	Environmental Planning – Document #Q520D01
5	Purpose of Environmental Planning and CEQA – Document #W520M01
6	CEQA Documentation Guidelines – Document #W520M02
7	Mitigation Monitoring and Reporting Programs – Document #W520M03
8	Responsible Agency – Document #W20M04
9	Best Management Practices Handbook – Document #W751M01
10	Design Phase WBS Item Descriptions and Instructions – Document #W73004

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APPENDIX ONE
ATTACHMENT SIX

DIVISION OF SAFETY OF DAMS (DSOD)- INTERIM HYDROLOGY POLICY (6/21/2012)

DSOD policy after the 1999 release of HMR 58/59 was to not actively require new hydrology studies as a result of the updated HMR. If a new dam was proposed or major work was being performed that affected the spillway, then those projects would be analyzed under HMR 59 with the requirement of 1.5 feet of residual freeboard.

Also, if dam owners initiated an updated hydrological study on their own using HMR 59, we would then follow and do our evaluation of the spillway with HMR 59.

Otherwise, dams that were previously analyzed using HMR 36 and were able to pass the PMF without overtopping the dam were considered adequate. If a dam was not able to pass the PMF based on HMR 36, then the spillway remediation would need to be designed to pass the PMF based on HMR 59.

So, now after learning more about the methodologies used to derive HMR 59 and the fact that the NOAA Atlas 14 has recently been released, DSOD is in a transition period with our hydrology policy with respect to HMR 59.

DSOD still requires as before that new dams and major projects be designed under HMR 59, and if an existing dam previously analyzed using HMR 36 can adequately pass a PMF, then no additional work is required at this time.

If an existing dam was previously shown to not adequately pass a PMF based on HMR 36 (overtops the dam), then the dam owner has the following options to consider. It may be advantageous for the dam owner to do a phased approached in evaluating the level of study required as outlined below:

1. Using HMR 59, determine if the precipitation is higher or lower than that of HMR 36. In some areas, HMR 59 is similar to HMR 36 or may show a reduction. If HMR 59 is equal to or lower than HMR 36, then the adequacy of the spillway is based on HMR 59.

2. If the results from HMR 59 are higher than HMR 36, then the owner can either remediate the spillway with those results which may be conservative, or develop a modified HMR 59 accounting for the updated NOAA Atlas 14 data as compared to NOAA Atlas 2 data. In this approach, the results from the HMR 36 should be used as a lower bound in evaluating the results from the modified HMR 59 study. If the results are reasonable, then the modified HMR 59 may be used as the basis for the PMF to evaluate the adequacy of the spillway.

3. Lastly, if the modified HMR 59 study continues to show a significant increase in precipitation as compared to HMR 36, then the dam owner may chose to have a SSPMP analysis performed. If this option is chosen, then the input parameters and methods used need to be thoroughly discussed with us before initiating the study. Results of the SSPMP may or may not be accepted based on the reasonableness of the results compared to HMR 36, historical storms, etc. It would be advantageous for the dam owner to have an independent technical advisor to review the parameters and methodologies used by the consultant performing the SSPMP study since there currently is not a standardization in place for SSPMP studies.

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APPENDIX TWO
FEES AND PAYMENTS

I. GENERAL

Payment for all services performed by Consultant to the satisfaction of the District as listed in Appendix One - Scope of Services for this Agreement will be based upon the Total Not-to-Exceed (NTE) Fees stated in this Appendix Two for the performance of the associated tasks. The District will make payments to the Consultant under the terms provided for in this Appendix. Payments made by the District to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, sub-consultant(s), and equipment including reimbursable, travel and per diem expenses used by the Consultant to complete the work.

II. TOTAL FUNDING AUTHORIZED UNDER THIS AGREEMENT

Total payment for services performed, as defined in Appendix One - Scope of Services, will not exceed a total amount of **$4,903,830** during the term of this Agreement. Under no conditions will the total compensation to the Consultant exceed this NTE amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors ("Board"), or Chief Executive Officer as authorized by the Board. The Consultant guarantees that it will complete the contracted Scope of Services for the Total NTE Amount stated herein.

III. 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 the District to the Consultant for Supplemental Services without prior written authorization by the District as stated in Appendix One of this Agreement.

COST BREAKDOWN

Task	Description	Total Fixed (Not-to-Exceed) Fees
1	Project Management	$559,722
2	Planning Study	$1,642,112
3	Environmental Documentation and Permit Support	$1,529,310
4	Develop On-site Borrow and Spoil Requirements	$360,862
5	Design Support	$120,339
6	Supplemental Services	$691,485
Total Not-to-Exceed Amount		**$4,903,830**

APPENDIX TWO
FEES AND PAYMENTS

IV. TERMS AND CONDITIONS

Payments for services performed, as defined in Appendix One - Scope of Services, will be based on the following terms:

A. District will pay for services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as listed below in the Hourly Rate Schedule.

B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (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 the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates ninety (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 twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.0%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District Deputy Operating Officer.

HOURLY RATE SCHEDULE

Classification/Staff	Hourly Rate
PRIME – GEI INC	
Senior Consultant-Grade 8	$239
Senior Professional-Grade 7	$212
Senior Professional-Grade 6	$179
Senior Professional-Grade 5	$157
Project Professional-Grade 4	$133
Project Professional-Grade 3	$118
Staff Professional-Grade 2	$108
Staff Professional-Grade 1	$98

APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Hourly Rate
Senior CADD Drafter and Designer	$118
CADD Drafter/Designer and Senior Technician	$108
Technician, Word Processor, Administrative Staff	$88
SUBCONSULTANT(S)	
URS Corporation	
Principal	$232
Principal Engineer/Geologist/Scientist	$200
Senior Project Engineer/Geologist/Scientist IV	$170
Senior Project Engineer/Geologist/Scientist III	$160
Senior Project Engineer/Geologist/Scientist II	$140
Senior Staff GIS/CADD	$129
Senior Project Engineer/Geologist/Scientist I	$125
Project Engineer/Geologist/Scientist	$115
Senior Engineer/Geologist/Scientist II	$110
Senior Engineer/Geologist/Scientist I	$100
Staff Engineer/Geologist/Scientist II	$90
Staff GIS/CADD	$85
Staff Engineer/Geologist/Scientist I	$85
Administrative Professional	$70

APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Hourly Rate
Cal Engineering & Geology	
Principal Engineer or Geologist	$198
Consulting Geotechnical Engineer	$195
Senior Engineer or Geologist	$140
Project Engineer or Geologist	$110
Staff Engineer or Geologist	$95
Field Technician (Prevailing Wage)	$105
Project Assistant	$70
David Ford Consulting Engineers	
Principal	$265.78
Sr H&H Engineer	$188.61
Mid-level H&H Engineer	$131.60
Jr H&H Engineer	$88.41
Project Coordinator	$88.59
Admin/Clerical	$66.87
Planner/technical writer	$111.67
DCMS	
Principal	$193.75
H.T. Harvey & Associates	
Principal	$215
Principal (Sr. Wetlands/Plant Ecologist)	$215

APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Hourly Rate
Sr. Ecologist 1 (Project Manager/Wildlife Ecologist)	$147
Sr. Ecologist 1 (Herpetologist)	$147
Ecologist 1 (Plant Ecologist)	$116
GIS Specialist	$105
Support	$80
JDH Corrosion Consultants, Inc.	
Principal-Project Manager	$191.40
Asst. Project Manager	$175.45
Project Engineer	$127.28
Sr. Corrosion Tech.	$127.28
Project Engineer	$143.55
Field Engineer	$98.12
Field Technician	$109.96
Field Technician	$111.65
Drafting – AutoCad	$95.70
Pacific Geotechnical Engineering	
Supervising Engineer	$177
Senior Geologist	$156
Project Geologist	$131
Senior Engineer	$156
Staff Geologist	$91
Staff Geologist	$91

APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Hourly Rate
Geologist	$121
Drafting	$76
PHA Transportation Consultants	
Principal	$160
Senior Engineer	$140
Telamon Engineering Consultants, Inc.	
Project Manager	$198
Senior Engineer	$175
Engineer III	$150
Engineer II	$125
Engineer I	$105
CAD Drafter IIII	$125
Survey Party Chief	$178
Survey Field Crew	$125
Clerical	$85
TRA Environmental Sciences, Inc.	
Senior Project Manager	$160
Senior Biologist II	$140
Senior Analyst II	$140
Analyst III	$110
Support Staff	$75

APPENDIX TWO
FEES AND PAYMENTS

Classification/Staff	Hourly Rate
Underwater Resources, Inc.	
Project Manager	$135/hr
Diving Supervisor	$1,100/shift
Diving Supervisor OT	$170/OT hr
Diver	$1,640/shift
Diver OT	$265/hr
Shop Labor	$85/hr

C. Unused fees from a completed task may be reallocated to a future task provided that the Agreement total NTE amount is not exceeded. However, transferring of fees from future tasks to current tasks will not be permitted.

D. Not to exceed fees and services to be performed under Supplemental Services will commence only after written approval from the District Deputy Operating Officer pursuant to an issued Task Order.

E. Expenses incurred by the Consultant for Subconsultants providing professional services will be reimbursed at actual cost plus 5%.

F. All other direct 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 will be billed on a monthly basis at actual cost plus 5% linked to each Agreement Task, as approved by the District's Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant will provide receipts for each other direct expense item(s) with monthly invoices submitted.

G. Automobile travel expenses in Consultant vehicles will be paid at the current IRS rate. District will not reimburse Consultant and its sub-consultants or subcontractors for travel to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its subconsultants for mileage incurred from District Headquarters or Consultant's and subconsultants' firm address, whichever is closer to the destination, to Project site and to meeting locations with regulatory agencies, if directed or authorized by the District.

APPENDIX TWO
FEES AND PAYMENTS

H. Consultant's monthly invoices will be prepared in accordance with the terms of this Appendix Two and the Standard Consultant Agreement Section IV, Fees and Payments, and represent work performed and reimbursable costs incurred during the identified billing period and will be consistent with Appendix One and include the following:

1. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.

2. Direct charges by Scope of Service Task.

3. Consultant's summary of the amount Consultant has been billed by their Subconsultants and further detailed by Scope of Service Task.

4. Direct charges must reflect actual fees versus the Agreement not-to-exceed fees in this Appendix Two.

I. Before submitting monthly invoices, a draft progress report and invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's Preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.

J. Invoices will include a summary of labor expenditures, direct costs, and billed sub-consultant charges. Billing statements, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Scope of Services tasks.

K. District's Project Manager will review hardcopy invoice within 5 working days of receipt, address any questions with Consultant's Project Manager, and approve the undisputed amount of the invoice within 10 working days of receipt of the invoice. District will pay undisputed invoice amounts within 30 calendar days from date invoice is received by District's Project Manager.

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APPENDIX TWO
FEES AND PAYMENTS

L. Prevailing Wages

1. The services to be performed pursuant to this Agreement are "public works" subject to California Labor Code Section 1771, et. seq. and the applicable implementing regulations. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State during the term of this Agreement. Notwithstanding any other provisions 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.

2. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Scope of Services includes such work, Consultant must comply with all Labor Codes applicable to prevailing wages.

M. Consultant's services will be performed by its staff members and subconsultants' staff members at the lowest hourly rates commensurate with the complexity of the required services.

N. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.

O. Small Business Enterprise (SBE) 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 percent or more of the Total Not to Exceed Amount stated in this Appendix Two and Consultant agrees to use its best efforts to meet this goal.

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APPENDIX THREE
SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of this Agreement. This Agreement expires May 31, 2017, unless its term is modified by a written amendment hereto, signed by both parties prior to its expiration.

2. Consultant will commence Tasks listed in Appendix One of this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.

3. Consultant will perform and complete the Services described in Appendix One, Scope of Services, in accordance with the Project Schedule table as shown below. Consultant will coordinate services with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings and Deliverables. A detailed schedule including subtask deliverables will be included in the Planning Phase Work Plan.

4. 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 District. Consultant's attention is directed to District's Standard Consultant Agreement, Section VII. Delays and Extensions.

5. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement.

6. Project Delays—The Consultant will make all reasonable efforts to comply with the Project Schedule as shown here in Appendix Three. In the event the Project Schedule will be delayed, Consultant will notify the District 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, District may in its discretion grant a reasonable adjustment in the Project Schedule. This language will prevail should any conflict or discrepancy occur between this provision and Section VII. Delays and Extensions.

PROJECT SCHEDULE

Task	Description	Duration from NTP
1	Project Management Services	Duration of the Agreement
1.1	Planning Phase Work Plan – Calero and Guadalupe Dams Combined	1 month from NTP
2.1.3	Problem Definition Report – Calero Dam	5 months from NTP
2.1.3	Problem Definition Report – Guadalupe Dam	7 months from NTP
2.2.5	Planning Study Report – Calero Dam	12 months from NTP

APPENDIX THREE
SCHEDULE OF COMPLETION

Task	Description	Duration from NTP
2.2.5	Planning Study Report – Guadalupe Dam	14 months from NTP
2.2.6	Transition Reports – Calero Dam	13 months from NTP
2.2.6	Transition Reports – Guadalupe Dam	15 months from NTP
3.4.4	Draft Environmental Impact Report – Calero Dam	9 months from approval of Staff Recommended Alternative
3.4.4	Draft Environmental Impact Report – Guadalupe Dam	10 months from approval of Staff Recommended Alternative
3.6	Final Environmental Impact Report – Calero Dam	13 months from approval of Staff Recommended Alternative
3.6	Final Environmental Impact Report – Guadalupe Dam	14 months from approval of Staff Recommended Alternative
3.7	Regulatory Permitting	36 months from NTP
4	Develop On-site Borrow and Spoil Requirements – Calero Dam	5 months from NTP
4	Develop On-site Borrow and Spoil Requirements – Guadalupe Dam	7 months from NTP
5	Design Support	39 months from NTP
6	Supplemental Services	Duration of the Agreement

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APPENDIX FOUR
INSURANCE

Please refer to the insurance requirements listed below.

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

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. All Certificates of Insurance complete with copies of all required endorsements must be sent to: **Contract Administrator, Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, CA 95118**.

In addition to certificates, Consultant must furnish District with copies of 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 work commences**. 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.

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:

   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

f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Consultant's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers must be in excess of Consultant's insurance and must not contribute to it.

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

$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

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

$5,000,000 per claim/ **$5,000,000** aggregate

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

a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars ($100,000) per occurrence/event.

b. Coverage shall include contractual liability

c. If coverage is claims-made:

(1) Certificate of Insurance shall clearly state that the coverage is claims-made.

(2) Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

(3) Policy must allow for reporting of circumstances or incidents that might give rise to future claims.

(4) 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.

APPENDIX FOUR
INSURANCE

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 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**: 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. Note: Editions dated 07/04 are not acceptable)

2. **Primacy Clause**: Consultant's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.

3. **Cancellation Clause Revision**: The Certificate of Insurance **MUST** provide **30 days notice of cancellation, (10 days notice for non-payment of premium). NOTE: The standard wording in the ISO Certificate of Insurance is <u>not</u> acceptable**. The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."

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 Management Administrator.

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.

6. **Subconsultants**: Should any of the work under this Agreement be sublet, the Consultant must require each of its subconsultants of any tier to carry the coverages in accordance with the limits stated in Table IV-A, Subconsultant Insurance Requirements, attached hereto and incorporated herein by this reference, or Consultants may insure subconsultants under its own policies.

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**: With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.

9. **Waiver of Subrogation**: Consultant agrees on 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, or Professional policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.

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.

11. **Please mail the certificates and endorsements to**:

Contract Administrator
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118

IMPORTANT: **On the certificate of insurance, please note either the name of the project or the name of the District contact person or unit for the contract.**

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

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APPENDIX FOUR
INSURANCE

TABLE IV-A
SUBCONSULTANT INSURANCE REQUIREMENTS

Firm	Project Role	General Liability		Auto Liability Limit	Professional/E&O Liability		Worker's Compensation Limit
		Per Claim	Aggregate		Per Claim	Aggregate	
URS	Environmental, CEQA, Permitting, Dam Engineering Support	$2,000,000	$2,000,000	$2,000,000	$5,000,000	$5,000,000	$1,000,000
Cal Engineering & Geology	Geotechnical Investigations, Geotechnical Engineering	$2,000,000	$2,000,000	$2,000,000	$5,000,000	$5,000,000	$1,000,000
David Ford Consulting Engineers	Hydraulics and Hydrology	$2,000,000	$2,000,000	$2,000,000	$1,000,000	$2,000,000	$1,000,000
DCMS (sole proprietor)	Constructability and Value Engineering	$1,000,000	$2,000,000	$1,000,000	$1,000,000	$2,000,000	None
H.T. Harvey & Associates	CEQA and Permitting Support, Biological Impacts, HCP Compliance	$1,000,000	$2,000,000	$1,000,000	$5,000,000	$5,000,000	$1,000,000
JDH Corrosion Consultants, Inc.	Corrosion Engineering and Evaluations	$2,000,000	$2,000,000	$1,000,000	$5,000,000	$5,000,000	$1,000,000
Pacific Geotechnical Engineering	Geotechnical Investigations, Engineering Geology, Geotechnical Engineering	$2,000,000	$2,000,000	$2,000,000	$5,000,000	$5,000,000	$1,000,000
PHA Transportation (Pang Ho & Associates)	Traffic and Transportation Impacts	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Telamon Engineering Consultants, Inc.	Civil Engineering, CADD, Surveying	$1,000,000	$2,000,000	$1,000,000	$5,000,000	$5,000,000	$1,000,000
TRA Environmental Sciences, Inc	CEQA and Permitting Support, Land Use and Planning, Air Quality/GHG, Noise, Population/Housing, Recreation, Visual, HCP Compliance	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$1,000,000
Underwater Resources (UR)	Underwater Investigations	$2,000,000	$2,000,000	$2,000,000	**	**	$1,000,000

**- Not required as UR performs services as a subcontractor, no analysis performed

Santa Clara Valley Water District

File No.: 25-0971

Agenda Date: 11/12/2025
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: OGR, Summary
*Handout 10.1-B: Grants, Update
*Handout 10.1-C: Storm Report

SUMMARY FOR OCTOBER 2025

Office of Government Relations

FEDERAL ADVOCACY EFFORTS

Staff Advocates for Valley Water Interests Despite Shutdown

Despite the federal government shutdown, Valley Water staff continued to advocate with congressional offices throughout October for Valley Water priorities. In particular, staff shared important updates on watersheds projects and coordinated advocacy with the San Luis & Delta Mendota Water Authority on the Sisk Dam Raise Project. Staff is also preparing submissions for next year's Water Resources Development Act, including proposals for improving the Water Infrastructure Finance and Innovation Act (WIFIA) Program and the Corps Water Infrastructure Financing Program. Staff will continue to seek opportunities to advance Valley Water interests as the shutdown persists.

STATE ADVOCACY EFFORTS



California State Capitol.

Governor Takes Action on Key Legislation

Governor Gavin Newsom had until midnight on October 13 to sign or veto legislation passed at the end of the legislative session. This year, he received 917 bills requiring action, signing 794 of them into law and vetoing 123. Several of these bills may impact Valley Water. A selection of notable bills signed by the Governor include: SB 31 (McNerney) expands the scope of allowable recycled water applications. SB 72 (Caballero) revises requirements for the contents of the California Water Plan, requires the Department of Water Resources to develop a long-term water supply planning target for 2050, and establishes an interim target to develop an additional nine million acre-feet of water by 2040. SB 695 (Cortese) requires Caltrans, the California Transportation Commission, and the California State Transportation Agency to create a prioritized list of highway projects that are of statewide and regional significance to better prepare the state for extreme weather-related events. SB 707 (Durazo) makes several changes to the Brown Act, including changes related to open meetings, teleconferencing, meeting disruptions, website requirements, translation requirements, and more. AB 1319 (Schultz) authorizes the California Department of Fish and Wildlife to extend protections under the California Endangered Species Act (CESA) to a California native species listed under the Endangered Species Act (ESA) if the federal government takes actions to decrease federal protections for that species under ESA.

A selection of notable bills vetoed by the Governor include: SB 454 (McNerney) would have created the PFAS Mitigation Fund in the State Treasury and authorized the State Water Resources Control Board to use the fund to cover or reduce the costs associated with treating PFAS. SB 682 (Allen) would have prohibited the distribution or sale of cleaning products, dental floss, juvenile products, food packaging, or ski wax containing intentionally added PFAS beginning January 1, 2028, and cookware containing intentionally added PFAS beginning January 1, 2030. AB 93 (Papan) would have required a data center operator to provide its estimated or actual water use to its water supplier as a condition of obtaining or renewing a business license issued by a city or county.

A list of bills with the Board's position and their status is included at the end of this monthly update.

LOCAL ADVOCACY AND



Councilmember Tordillos, Vice Chair Richard P. Santos, Water Utility Chief Aaron Baker, along with Council District 3 staff and Valley Water staff.

ENGAGEMENT EFFORTS

Newly Elected San Jose Councilmember Anthony Tordillos Visits the SVAWPC

On Oct. 16, Valley Water staff hosted San Jose District 3 Councilmember Anthony Tordillos and his team at the Silicon Valley Advanced Water Purification Center (SVAWPC). Councilmember Tordillos began serving on the City Council in

continued on back

August and represents downtown San Jose, Japantown, and the area around San Jose State University. Vice Chair Santos welcomed the group to the SVAWPC and Valley Water staff provided a presentation on purified water before leading the Councilmember and his staff on a walking tour of the facility. Councilmember Tordillos and the District 3 team were able to see firsthand the purification processes and learn more about water reuse and its benefits.



October 11: Valley Water booth at Pumpkins in the Park.

Community Engagement at Events

Staff kicked off the fall season with several community events throughout the county. Staff educated attendees on flood preparedness and provided literature on our resources, volunteer opportunities, and programs. Visitors spun the water wheel for a chance to answer water trivia, and were also provided information on water conservation, rebates, and climate resilience.



October 11: Valley Water booth at the Cupertino Chamber Diwali Festival.



October 25: Valley Water booth staff tabling in Halloween spirit at Councilmember Candelas' Family Fall Festival!

RECENT EVENTS

OCT 11	Martial Cottle Park's Fall Festival Booth
OCT 11	Guadalupe River Park Conservancy Pumpkins in the Park Booth
OCT 11	Cupertino Chamber Diwali Festival Booth
OCT 18	Valley Health Foundation Women's Leadership and Policy Summit Booth
OCT 24-26	CA/HI NAACP State Convention Luncheon Booth
OCT 25	Senator Cortese's 3rd Annual Picnic by the Lake Booth
OCT 25	Councilmember Candelas' Family Fall Festival
OCT 28-29	San Francisco Estuary Partnership Conference Table
OCT 30	City of San Jose D1 Disability Awareness Day Booth

continued on next page

2025 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 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	Pending - Assembly Water, Parks & Wildlife Committee (2 Yr Bill)
AB 454 (Kalra)	Migratory Birds: California Migratory Bird Protection Act	Support	Signed by the Governor
AB 514 (Petrie-Norris)	Emergency Water Supplies	Support	Pending - Assembly Appropriations Suspense File (2 Yr Bill)
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	Pending - Assembly Rules Committee (2 Yr Bill)
AB 810 (Irwin)	Local Government Internet Websites and Email Addresses	Oppose	Pending - Assembly Appropriations Suspense File (2 Yr Bill)
AB 1319 (Schultz)	Protected species: California Endangered Species Act	Oppose Unless Amended	Signed by the Governor
SB 31 (McNerney)	Water Quality: recycled water	Support	Signed by the Governor
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	Pending - Senate Appropriations Suspense File (2 Yr Bill)
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 - 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

2025 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
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

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2025 Federal Legislation with Board-Approved Positions

Bill (Author)	Subject	Position	Status
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

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November 2025

BI-MONTHLY GRANTS UPDATE

Valley Water

FY 2026 UPDATES

AWARDED GRANTS

Senate Bill 1 (SB1, 2021) Sea Level Rise Adaptation Planning Grant: In July 2025, Valley Water, the County of Santa Clara, six local cities, and the Valley Transit Authority submitted a joint application to develop a Subregional Shoreline Adaptation Plan. $2.67 million in funding was awarded on September 30, 2025, and a kick-off meeting was held in October.

PENDING GRANTS

FEMA Hazard Mitigation Grant Program (HMGP) for Sunnyvale East Channel Flood Protection Project: Submitted December 2024 for $24 million. The grant is pending review, with no anticipated award status until 2028.



Sunnyvale West Channel

SUBMITTED APPLICATIONS

Department of Water Resources (DWR) Dam Safety Grant Program for Anderson Valley Dam Project: In October 2024, a $24 million application was submitted to DWR. This grant will need to be resubmitted under the new Prop 4 requirements.

NOT ADVANCED

The California Wellness Center Foundation for the Learning Center: In August 2025, a Letter of Interest was submitted to fund part of the Learning Center. The Wellness Center decided not to award to government agencies this cycle.

State Coastal Conservancy (SCC) for Sunnyvale East and West Channels Flood Protection Project: In August 2025, a pre-application totaling $35 million was submitted to the SCC. The pre-application was not advanced. Valley Water Staff met with SCC Staff to debrief. There were more requests than funding available for this cycle, and other projects better met the criteria.



Salt Marsh Harvest Mouse

Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA) for the Coyote Creek Flood Protection Project: A sub-application was submitted in September 2024 for $50 million. Since the project needs to be constructed in CY 2026 and the grant will not be awarded until 2028, it was withdrawn from further consideration.

STATE UPDATE

When Prop 4 funding opportunities are announced, they may include new requirements for detailed project graphics, geospatial mapping, and community representation.

FEDERAL UPDATE

- The federal government continues to be shutdown.
- Federal grants continue to be paused, awaiting OMB Director Vought's decisions.

OTHER NEWS

Valley Water has had preliminary discussions with foundations, including Google and Sobrato Philanthropies. Staff will continue to pursue opportunities to partner with foundations.

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Storm Report

Oct. 28, 2025 – Nov. 10, 2025

Rainfall

RAINFALL IN INCHES AS OF NOVEMBER 10, 2025

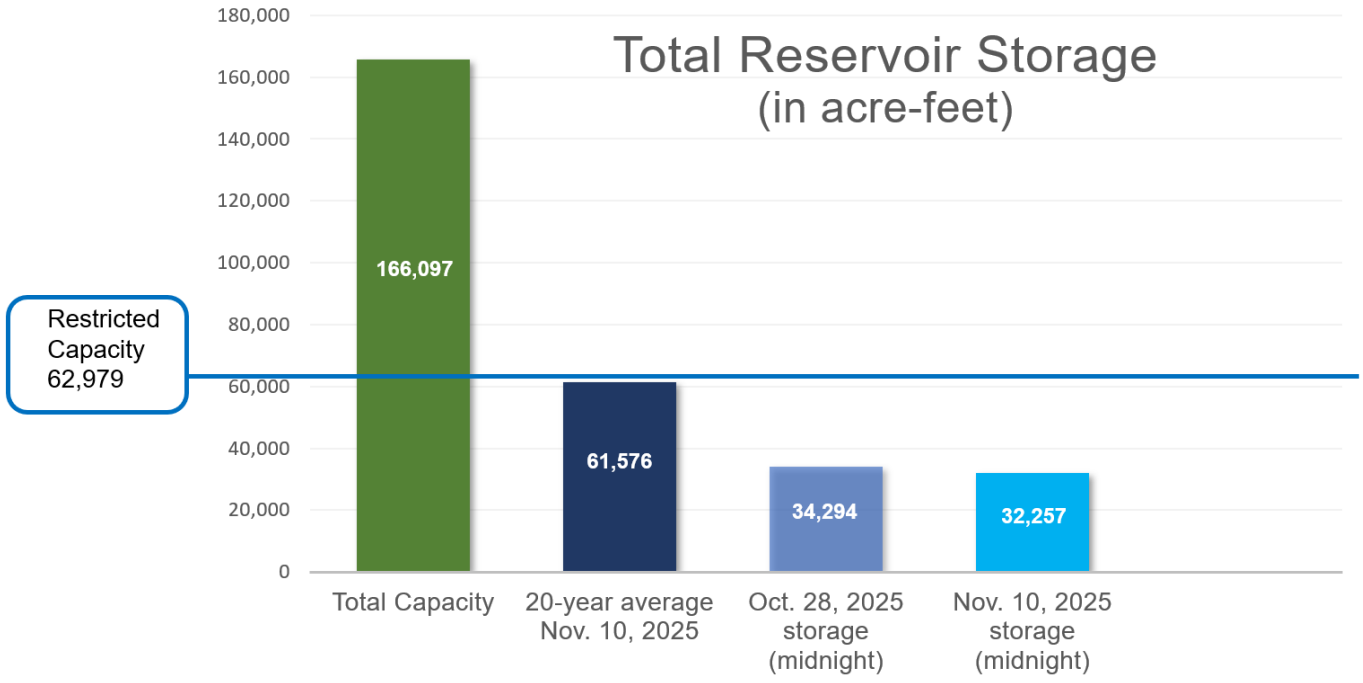
COUNTY RAIN GAUGE LOCATIONS	CURRENT PERIOD 10/27/25 – 11/10/25 (inches)	SEASON[1] TO DATE 11/10/25 (inches)	SEASONAL AVG TO DATE (inches)	% SEASONAL AVG TO DATE	HISTORICAL SEASON AVERAGE (inches)
WEST[2] (Valley Christian)	1.45	4.09	3.96	103%	43.43
CENTRAL (San José)	0.00	2.36	1.47	160%	14.23
NORTH EAST (Penitencia)	0.00	2.76	0.98	281%	10.04
SOUTH (Coyote Reservoir)	0.24	1.93	1.89	102%	20.51

Reservoir Levels

- Shasta Reservoir storage was at 105% of historical average and Lake Oroville was at 100% for November 9, 2025.
- Estimated inflow into local reservoirs was approximately 2,570 acre-feet between October 28, 2025 and November 9, 2025.
  Total local reservoir storage on November 10, 2025 was about 19% of total unrestricted capacity and 52% of normal when compared to the 20-year average for this date.

Raw Water Operations

- Releases from Anderson Reservoir strive to maintain deadpool, per the Federal Energy Regulatory Commission (FERC) order.
- Calero, Almaden, and Guadalupe reservoirs were below the interim Division of Safety of Dams (DSOD) restricted levels during this period.
- Coyote Reservoir storage was below the permanent DSOD restricted level during this period.



[1] Rainfall season extends from July 1 to June 30 of the following year.
[2] Rainfall Data stations: **West –** Santa Cruz Mountains; **Central** – near downtown San Jose; **Northeast** – near Milpitas; **South** – near Coyote Reservoir.

Raw Water Preparations (cont.)

- No reservoir spilled during this period.
- No transfers were made during this period.

Pre-storm Preparations

Crews completed stream maintenance program work from June through October, removing an estimated 21,802 cubic yards (CY) of sediment for capacity and repairing 2,215 linear feet (LF) of creek bank. Field crews continue monitoring over 300 locations countywide before, during, and after storm events to eliminate flow restrictions.

Communications

Valley Water's annual flood awareness campaign has launched with digital advertisements urging residents to stay alert and be flood safe. This campaign primarily targets homes and businesses in areas identified as flood hotspots, using print, social media, digital, and outdoor messaging to promote emergency preparedness.

On social media, staff shared a video featuring Alex Gordon, which provided the public with information on how to download emergency apps like AlertSCC. Additionally, staff shared updates from the National Weather Service regarding storms and included a column from Director Hsueh that outlined our efforts to prepare our waterways for potential storms.

Flood Management Operations

Valley Water Office of Emergency Services (OES) On Call team continues to monitor inclement weather and coordinate information and intelligence sharing with the Santa Clara County Operational Area (Cities and County). No Emergency Operations Center activations for recent storms.

Flooding

No observations of creek flooding were reported by Valley Water staff.

Field Information Teams (FITs)

No FIT Teams were deployed during this time period.

Fallen Trees and Debris Removal

Staff continue to inspect and assess the waterways. Flow restrictions, including downed trees and debris on bridge piers, continue to be removed as needed before, during, and after storm events. Significant debris was removed from the El Camino Storm Drain at Willow Ave on 10/13/25 to stop active flooding.

Sandbags

In preparation for the rainy season, approximately 17,000 filled sandbags were stocked at the 5 Valley Water sandbag sites in the county. The City of San Jose Central Service Yard is back in operation as a sandbag site after the previous year of construction. The temporary sandbag site opened as an alternate at the Leininger Center Parking Lot at Kelly Park closed as of April 2025. Valley Water sandbag sites were monitored and restocked as needed during the recent weather activity. There are currently an additional 20,000 filled sandbags in reserve at the Winfield and South County yards.

This information is based on first-hand accounts from Santa Clara Valley Water District (Valley Water) staff and other monitoring sources between October 28, 2025, and November 10, 2025. As more information is gathered, some of the information reported here may change.

For questions, contact Bhavani Yerrapotu, Deputy Operating Officer, Watersheds Design & Construction at (408) 630-2735 or Aaron Baker, Chief Operating Officer, Water Utility at (408) 630-2135.

Santa Clara Valley Water District

File No.: 25-0843

Agenda Date: 11/12/2025
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 the community, elected officials and external stakeholders on our management of water resources in Santa Clara County.	Joint meeting with City of San Jose			S										
		Environmental Stakeholder Meeting	Environmental Stakeholder Working Group		C			C			C			C	
4.	Pursue new, diversified and cost-effective water supply and storage opportunities.	Sites Reservoir	WSDM Committee		C		C				R		R		
		Sisk Dam Raise Reservoir	WSDM Committee							C	C	R			
		Groundwater Banking Opportunities	WSDM Committee							C					
5.	Secure existing water supplies and water supply infrastructure.	Water Supply Master Plan				R		R							
		Delta Conveyance Project	WSDM Committee												
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	C	C / R
7.	Complete the Anderson Dam Seismic Retrofit Project.														
8.	Make water conservation a California way of life in Santa Clara County.	Water Conservation Program Updates	WSDM Committee		C		C			C	C	C		C	C
9.	Protect people and property from flooding equitably in all regions of the County, prioritizing disadvantaged communities, by applying a comprehensive, integrated watershed management approach that balances environmental quality, environmental justice impacts, sustainability, and cost.	Watershed Master Plans	Board Policy and Monitoring Committee							C					C
		Stream Maintenance Program (SMP3) EIR								R					
10.	Plan and design projects with multiple benefits, including protecting ecosystem functions, enhancing habitat, and improving connectivity, equitably 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					

Board Meetings
R = Regular
S = Special
C = Committee
X = Closed

10-23-2025

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
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.	Collaborate with agencies and other service providers to address the challenges posed by encampments and their impacts to waterways, water supply and flood risk reduction facilities, including supporting the provision of outreach, counseling, transitional or affordable housing, or other services by these agencies and service providers.	Review of WRPZ Ordinance Implementation	Environmental Creek Cleanup Committee							C					
14.	Collaborate with the County and municipal partners to secure the safety of unsheltered people living on Valley Water lands along waterways and at water supply and flood risk reduction facilities, as well as secure the safety of residential neighbors and Valley Water staff.	Review of WRPZ Ordinance Implementation	Environmental Creek Cleanup Committee							C					
15.	Address future impacts of unexpected weather changes to Valley Water's mission and operations.	Greenhouse Gas Reduction Plan	Board Policy and Monitoring Committee								R				
16.	Maintain budgeted staffing levels and expertise, prioritize the safety of our staff, and build and sustain an inclusive and equitable working environment for all staff and partners while ensuring fair employment.														
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							

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

10-23-2025